



AGENDA

Lebanon City Council Meeting
City Building – 50 S. Broadway Avenue
October 12, 2021 - 7:00 p.m.

NOTE: There is a special meeting of City Council at 6 p.m. at the Warren County Veterans Memorial to vote on Resolution 2021-095

Call to Order

Roll Call

Invocation

Consideration of Regular Meeting Minutes: September 28, 2021

Consideration of Work Session Meeting Minutes: October 5, 2021

Recognition of visitors

REGULAR ITEMS

NEW BUSINESS:

- 1) **Resolution 2021-095** – Designating Lebanon as a Purple Heart City (***Note: This resolution will be voted on at a special meeting of City Council to be held at 6 p.m. at the Warren County Veterans Memorial located at the corner of Warren and High St.***)

Sponsor: All Members of Council

Abstract

This resolution officially designates Lebanon as a Purple Heart City and declares October 12, 2021 as Purple Heart Day.

- 2) **Ordinance 2021-096** – Approving a new bargaining unit agreement with AFSCME for the streets, parks, and auto maintenance division employees and Declaring an Emergency

Sponsor: Brewer, Messer, Cope, Shafer, Shope

Abstract

This ordinance accepts the collective bargaining agreement with AFSCME effective through December 31, 2023, which includes non-wage related amendments to the agreement.

- 3) **Ordinance 2021-097** – Approving an economic development agreement with EPC, Inc. to support the expansion of their facility at 315 S. West St. and Declaring an Emergency

Sponsor: Brewer, Cope, Mathews, Shope

Abstract

This ordinance approves an economic development agreement with EPC-Columbia, LLC in support of their expansion resulting in retention of current jobs and new employment opportunities within the City.

- 4) **Ordinance 2021-098** – Approving the final plat for Autumn Ridge Section 2-A creating 15 single family residential lots and Declaring an Emergency

Sponsor: Brewer, Cope, Mathews, Shope

Abstract

This ordinance approves the final plat of Autumn Ridge, Section 2-A as recommended by the Planning Commission which will create 15 single family residential lots.

- 5) **Ordinance 2021-099** – Authorizing a change order to the New St. Reconstruction Project adding the replacement of a section of water main on N. Broadway Ave. to the project and Declaring an Emergency

Sponsor: Messer, Cope, Mathews

Abstract

This ordinance authorizes a change order for additional water main replacement on North Broadway due to its age and poor condition. Work can be performed with currently budgeted funds, and will be incorporated into the New Street construction project.

- 6) **Ordinance 2021-100** – Establishing the charging rate for the City's EV charging station

Sponsor: Brewer, Messer, Mathews

Abstract

This ordinance establishes the rates for the City's new electric vehicle charging stations located in the parking lot at the corner of Sycamore and Main Streets.

- 7) **Ordinance 2021-101** – Authorizing the City Manager to execute an Amendment to the Master Service Agreement with American Municipal Power (AMP) to allow the city to participate in the 2022 EcoSmart Choice Program

Sponsor: Brewer, Messer

Abstract

This ordinance authorizes the City to participate in the American Municipal Power's 2022 EcoSmart program, a free, voluntary green-pricing program available to AMP member municipal electric utilities which helps stimulate renewable energy project development.

DISCUSSION ITEMS

- (a) City Manager's Report
- (b) Executive Session

ADJOURN



**Minutes for the Lebanon City Council Meeting
September 28, 2021
7:00 p.m. 50 S. Broadway, Lebanon, Ohio**

Council of the City of Lebanon met in regular session in the Council Chambers at the City Building. The meeting was called to order at 7:00 p.m. on September 28, 2021, with the following members present: Mayor Brewer, Mr. Cope, Mr. Mathews, Mrs. Monroe, Mr. Shafer and Mr. Shope. Mr. Shope made a motion to excuse Vice Mayor Messer, seconded by Mr. Mathews and approved by a show of hands. Present from the City Staff was Manager Scott Brunka, Attorney Mark Yurick, and Clerk / Auditor Dan Burke.

The invocation was given by Mr. Shope and the Pledge of Allegiance was recited.

Consideration of Regular Meeting Minutes: September 14, 2021

Mr. Shope made a motion to adopt the minutes, seconded by Mrs. Monroe. Roll call vote was approved 5-0 with Mayor Brewer abstaining.

Consideration of the Work Session Minutes: September 7, 2021.

Mr. Cope made a motion to adopt the minutes, seconded by Mr. Mathews. Roll call vote was approved 6-0.

Recognition of Visitors

Non-resident Veronica Strevel introduced herself as a co-founder of the Warren County Planned Parenthood Action Council. The group has a march scheduled this Saturday at Pine Hill Lakes Park in Mason at 11:00 a.m. The group consists of Warren County residents who advocate for women's reproductive rights issues.

Resident Joshua Beckmann thanked City Council for everything they have done for the City of Lebanon.

Resident Laura Alesi stated that she has read all the Freedom of Information Request responses and does not agree that residents are pleased with City Council. She stated that the feedback was overwhelmingly negative and that most of the support was from outside Lebanon. Based on her reading of the texts and emails, Laura stated that City Council knew the Sanctuary City designation would be controversial and generate boycotts.

Resident Kate Bowles thanked City Council and supports everything they have done for the City of Lebanon.

New Business:

Ordinance 2021-092 – Approving the record plan for the Final Plat of Hollingsworth Addition Section One and Declaring an Emergency was read in title only by Mr. Yurick. Mr. Brunka stated that this ordinance approves the record plan for the Final Plat of Hollingsworth Addition Section One, combining two lots on North Mechanic Street into a single parcel. In response to a question from resident Mike Hoelscher, Mr. Brunka clarified that the City of Lebanon does not own this lot. The current zoning is residential. Mr. Hoelscher asked why this Ordinance is considered an emergency. Mr. Shope stated that the emergency designation allows the legislation to be approved more quickly. Mr. Mathews stated that there are more stringent requirements

to approve emergency legislation, at least 5 City Council members must vote in favor instead of a simple majority. Mr. Yurick stated that the City Charter exempts some actions from an emergency declaration, but other legislation deemed to be necessary for the immediate preservation of the health, safety and welfare can be approved with emergency language. Mrs. Monroe made a motion to adopt Ordinance 2021-092, seconded by Mr. Shafer. Roll call vote was approved unanimously.

Resolution 2021-093 – Authorizing the City Manager to prepare and submit to the Ohio Department of Natural Resources an Urban Canopy Restoration Grant and to execute and sign all agreements necessary for the acceptance and completion of the grant contracts was read in title only by Mr. Yurick. Mr. Brunka stated that this resolution authorizes the City Manager to apply for the Ohio Department of Natural Resources Urban Canopy Restoration Grant for up to \$10,000 for the planting of trees in the City’s right-of-way and parks. Mr. Mathews made a motion to adopt Resolution 2021-093, seconded by Mr. Shafer. In response to a question from Mr. Cope, Mr. Brunka stated that Parks and Recreation Coordinator Casey Burdick will work with the Shade Tree Commission to put the plan together. In response to a question from Mr. Shafer, Mr. Brunka stated that there is an effort to plant native species in the city parks. Trees in the right-of-way are not always native species due to road salt tolerance. Roll call vote was approved unanimously.

Resolution 2021-094 – Accepting Tax Rates for the next fiscal year commencing January 1, 2022, was read in title only by Mr. Yurick. Mr. Brunka stated that this resolution meets the annual requirement to accept the 2022 property tax rates and revenue estimates as determined by the Warren County Auditor’s office. In response to a question from Mr. Cope, Mr. Burke confirmed that the 2022 Lebanon tax rates have not changed. Mr. Shope made a motion to adopt Resolution 2021-094, seconded by Mrs. Monroe. Roll call vote was approved unanimously.

General Discussion Topics

City Manager’s Report

The next meeting of City Council is a work session at 7:00 p.m. on October 5 in Council Chambers. The draft 2022 Operating Budget will be reviewed at next week’s work session. The city was awarded a \$ 2,300,000 N.R.A.C. grant to purchase 57 acres for the proposed park in the Parkside development. The Bike Park Bash is scheduled on October 2 from 11:00 a.m. to 4:00 p.m. This is a family-friendly event.

In response to a question from Mrs. Monroe, Mr. Yurick confirmed that the term “emergency language” must be used. The legislative body is given a lot of discretion when declaring something to be an emergency.

Mr. Mathews congratulated Mrs. Monroe for her appointment to the Warren County Park Commissioners. Oktoberfest is October 9 on Mulberry Street and includes several scheduled events.

Mr. Shope thanked everyone who attended and volunteered at the recent Apple Fest and Feast & Fall-y events. The weather was great and there were a lot of visitors in Lebanon that weekend.

In response to a question from Mr. Shafer, Mr. Brunka stated that the traffic flowed well in and out of the Fairgrounds. Law enforcement is typically available to assist with traffic control but there were many events in Warren County that weekend, so traffic control was not available. In response to a question from Mr. Shafer, Mr. Burke stated that he will distribute a summary of the City’s 2021 grant revenue awards to City Council before the next meeting.

Mr. Cope was also impressed with all the recent events in Lebanon and a visitor in the room stated that 11,400 people attended Apple Fest on Saturday. In response to a question from Mr. Cope, Mr. Brunka stated that the mountain bike trail work should begin in the spring of 2022. The city has chosen an excellent vendor and their schedule is full until next year.

Mayor Brewer thanked Michael Cook from Soul Sidekick Studio for recently coordinating an excellent art event with many vendors. Trick-or-Treat is scheduled for October 31 between 5:00 and 7:00 rain or shine. Several local small businesses have been forced to cut back hours due to labor shortage so please be patient and continue to support the local businesses.

Executive Session

At 7:29 p.m. a motion to adjourn into Executive Session pursuant to Ohio Revised Code section 121.22 G (3) conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action was made by Mr. Mathews, seconded by Mr. Shafer. Roll call vote was approved unanimously. At 7:46 p.m. Mr. Mathews made a motion to adjourn out of the Executive Session, seconded by Mr. Shope. Roll call vote was approved unanimously.

There being no further business to come before this Council a motion to adjourn the meeting was made by Mr. Shafer, seconded by Mr. Mathews. Roll call vote was approved unanimously. Meeting adjourned at 7:46 p.m.

Passed: October 12, 2021

Mayor

Clerk



**Minutes for the Lebanon City Council Meeting
October 5, 2021
7:00 p.m. 50 S. Broadway, Lebanon, Ohio**

Council of the City of Lebanon met in a work session meeting in the Council Chambers at the City Building. The meeting was called to order at 7:00 p.m. on October 5, 2021, with the following members present: Mayor Brewer, Vice Mayor Messer, Mr. Cope, Mr. Mathews, Mrs. Monroe, Mr. Shafer and Mr. Shope. Present from the City Staff was Manager Scott Brunka, Attorney Mark Yurick, and Auditor/Clerk Dan Burke. The Pledge of Allegiance was recited.

Previous Business - None

New Business

Resolution – Designating Lebanon as a Purple Heart City. Mr. Brunka stated that a special meeting of City Council has been scheduled for 6:00 p.m. on October 12 at the Veterans Memorial to consider this legislation. At least 4 City Council members need to be present for that meeting and it is open to the public. All of City Council sponsored legislation for the next City Council meeting.

Ordinance – Approving a new bargaining unit agreement with AFSCME for the streets, parks, and auto maintenance division employees. Mr. Brunka explained the changes found in this contract compared to the current contract. The wage component of the contract was completed in 2020. Employees will still have the option to opt-out of the union dues payments. In response to a question from Mr. Cope, Mr. Brunka stated that this contract proposal is not scheduled for Council consideration until the union membership has signed off on the changes. Mayor Brewer, Vice Mayor Messer, Mr. Cope, Mr. Shafer and Mr. Shope sponsored legislation for the next City Council meeting.

Ordinance – Approving an economic development agreement with EPC, Inc. to support the expansion of their facility at 315 S. West Street. Mr. Brunka explained the economic development incentives. This is one of the older manufacturing facilities in Lebanon and City Council is pleased that the owners are willing to stay, invest and grow their Lebanon operations. In response to a question from Mr. Cope, Mr. Brunka stated that a formula is used to determine the value of the incentives for the city and the school district. The tax abatement is only calculated on the building improvement increment. Since this business is in one of the city's "pre- 94" C.R.A. zones, the business is automatically entitled to this property tax abatement. Mr. Yurick explained that the electric kilowatt tax is unique because it can be deposited into the General Fund and is eligible as an development incentive. Mr. Brunka stated that the kilowatt hour tax incentive is also a positive differentiator for Lebanon since it is only available in cities that have an electric utility. Mayor Brewer, Mr. Cope, Mr. Mathews and Mr. Shope sponsored legislation for the next City Council meeting.

Ordinance – Approving the final plat for Autumn Ridge Section 2-A creating 15 single-family residential lots. This has been approved by Planning Commission. Mayor Brewer, Mr. Cope, Mr. Mathews and Mr. Shope sponsored legislation for the next City Council meeting.

Ordinance – Authorizing a change order to the New Street Reconstruction Project adding the replacement of a section of water main on N. Broadway Ave. to the project. There was a significant water main break on N. Broadway earlier this year and it makes sense to replace the rest of that pipe now. The funding is available

in the budget. In response to a question from Mr. Cope, Mr. Brunka stated that residential damage claims from water main breaks are referred to the city's insurance company to determine liability. If the city is not aware that a problem exists, the homeowner is typically liable for their damage. Vice Mayor Messer, Mr. Cope and Mr. Mathews sponsored legislation for the next City Council meeting.

Ordinance – Establishing the charging rate for the City's EV charging station. Mr. Brunka has determined that a fee of .3 / kWH is customary, the same amount is charged at the Golden Lamb stations. The payment portal requires an app. Vice Mayor Messer estimated that a 100-mile charge would cost about \$7.00. Vice Mayor Messer, Mr. Cope and Mr. Mathews sponsored legislation for the next City Council meeting.

Ordinance – Authorizing the City Manager to execute an Amendment to the Master Services Agreement with American Municipal Power (AMP) to allow the city to participate in the 2022 EcoSmart Choice Program. Mr. Brunka stated that the city currently participates in this program. Participating businesses can voluntarily opt into this program to access renewable energy sources. In response to a question from Mr. Shafer, Mr. Brunka stated that the buy-back component for excess energy generation is complicated, Shawn Coffey is the best person to discuss that concept. Mr. Yurick stated that determining an efficient pass-through rate for businesses who generate excess alternative source power is very complicated. Mayor Brewer and Vice Mayor Messer sponsored legislation for the next City Council meeting.

General Discussion Topics

2020 Operating Budget Presentation

The 2020 Operating Budget was distributed to City Council and will be posted on the website. A first reading is scheduled for November 9 with a final reading scheduled for November 23. This schedule allows the city to get the budget approved before January 1. Mr. Brunka reviewed the goals and objectives. 2022 is the first year that the budget has exceeded 100 million dollars of estimated revenue and planned expenses. The distinction between restricted funds and income tax supported funds was discussed. The following concepts were reviewed: debt reduction; additional staffing in five departments; fund balance trends; grant revenue projections; street and sidewalk reconstruction; park improvements; bike trail expansion; the current water and sewer rate study; a police facility study; parking meter enhancements; and major capital expenditures. The city's historic property tax assessed valuation was shown. The city's income tax rate of 1.00% is still among the lowest in the region. The presentation has been attached to these minutes.

Mr. Brunka reminded everyone that the city facilities are closed on Monday, October 11 for Columbus Day. Mr. Mathews stated that he is looking forward to the Pooch Parade and Oktoberfest events on Saturday, October 9.

Executive Session

At 8:26 p.m. a motion to adjourn into Executive Session pursuant to Section 121.22 G (1) to consider the appointment, employment, or compensation of a public employee or official was made by Mr. Shafer, seconded by Mr. Mathews. Roll call vote was approved unanimously. At 8:31 p.m. Mr. Mathews made a motion to adjourn out of Executive Session, seconded by Mr. Cope. Roll call vote was approved unanimously.

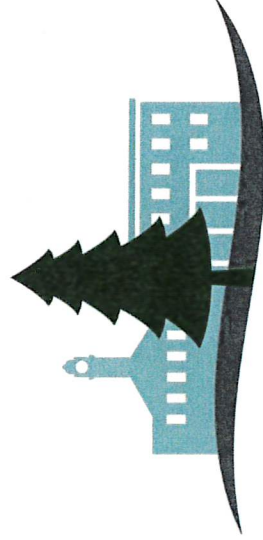
There being no further business to come before this Council a motion to adjourn the meeting was made by Mr. Shope, seconded by Mrs. Monroe. Roll call vote was approved unanimously. Meeting adjourned at 8:31 p.m.

Passed: October 12, 2021

Mayor

Clerk

Proposed 2022 Operating Budget Overview



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Budget Calendar

Oct. 5 – Nov. 8 Budget Review by City Council

Nov 9 1st Reading of Legislation

Nov 23 Council adopts Operating Budget



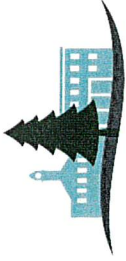
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2022 Operating Budget

Budget Goals

- 1. Ensure all essential government services are properly resourced in a manner consistent with the Council's 2022 Goals & Objectives.**
- 2. Sustain adequate cash reserves in the General Fund, Capital Improvement Fund and General Obligation Bond Fund as outlined in City's Fiscal Policy.**
- 3. Reduce existing debt obligations**
- 4. Continue to maximize the amount of resources being directed towards the annual road improvement program.**
- 5. Execute Capital projects including Glosser Rd. Pump Station, Downtown Parking Meter System, Southern bike trail extension, Parkside Park Project, etc.**
- 6. Enhance public safety services**



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2022 Operating Budget

Operating Budget Overview

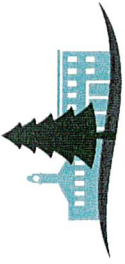
- Total Revenues: \$101.77 million
- Total Expenditures: \$103.69 million (Based on full execution)

Key Factors Why Expenditures Exceed Revenue:

1. Budgeting to pay off \$2.2 million in existing roadway debt
2. Electric System Capital Improvements – Glosser Rd. Sub
3. Utilize TIF Fund cash reserves to pay down debt

Income Tax Rates in Surrounding Communities

<u>City</u>	<u>Rate (%)</u>	<u>Credit (%)</u>
Oakwood	2.50	Full
Centerville	2.25	Full
Miamisburg	2.25	Full
Xenia	2.25	Full
Hamilton	2.00	Full
Monroe	2.00	Full
Franklin	2.00	Full
Middletown	2.00	Full
Oxford	2.00	Full
Carlisle	1.50	Full
Fairfield	1.50	Full
Wilmington	1.50	Full
Springboro	1.50	1.0
Blue Ash	1.25	Full
Mason	1.12	Full
Milford	1.00	None
South Lebanon	1.00	0.5
Lebanon	1.00	0.5
Loveland	1.00	Full



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Fund Overview

Restricted Funds:

Enterprise Funds (Utilities): \$62.7 million
Special Revenue Funds (Fire, Streets, TIF, Impact Fees): \$8.7 million
**Improvement Funds (Reserve & Replacement,
System Improvements): \$1.0 million**
Internal Service Funds (Self Insurance, Auto Maint.): \$2.9 million
Trust & Agency Funds: \$.3 million

Income Tax Supported Funds:

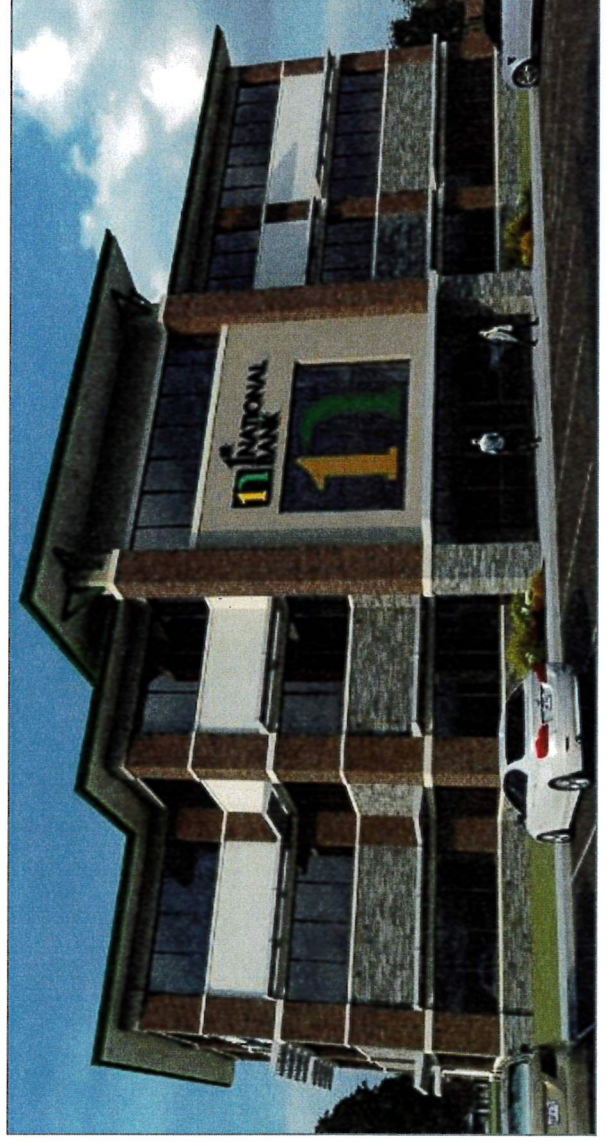
General Obligation Fund (Debt Service): \$2.6 million
Capital Improvement (Road Program, Facility): \$6.1 million
General Fund (Police, Parks, Planning, General Govt.): \$19.4 million

Note: City legally cannot use restricted funds for general government services such as police, roads, bridges, debt, etc.



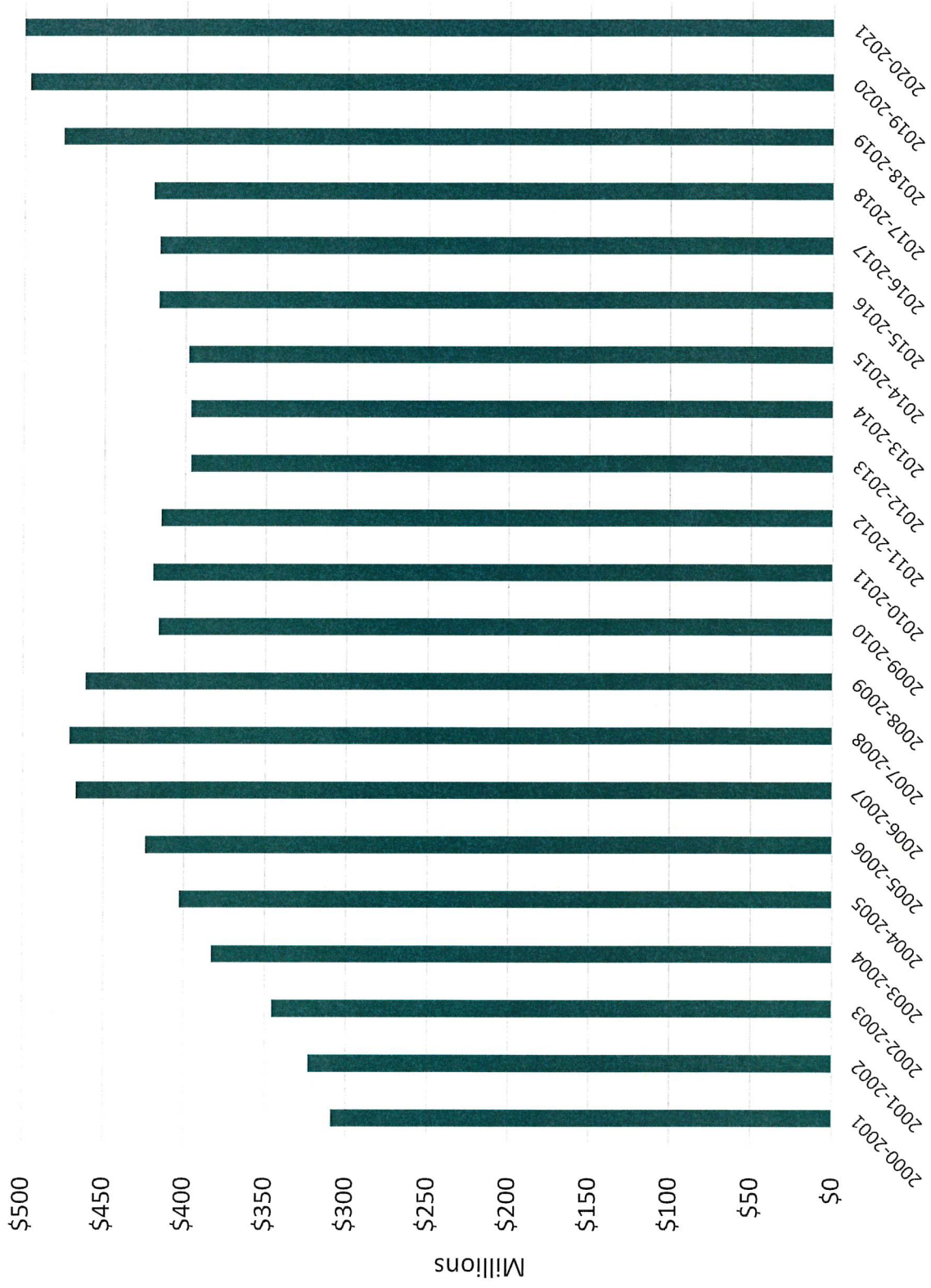
Development

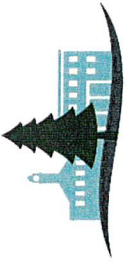
	2019 Total Investment	2020 Total Investment	2021 Total Investment YTD - September
Commercial =	\$18,290,530	\$79,457,327	\$38,310,524
Residential =	\$6,356,505	\$14,651,186	\$12,277,751
Total =	\$24,647,035	\$94,108,327	\$50,588,275



Assessed Valuation

Historical Values Since 2000





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2022 Operating Budget

2022 Road Improvement Program

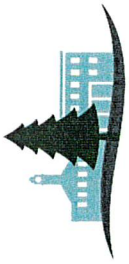
Proposed 2022 Operating Budget includes a total spend on Roadway related infrastructure of \$5.33 million

Major Roadway Projects:

N. Mechanic St. Reconstruction: Roadway, Sanitary & Storm Sewer,
Water Main:
Cost: \$1.33 million

2022 Roadway Resurfacing Program – Various Locations:
Cost \$4.04 million

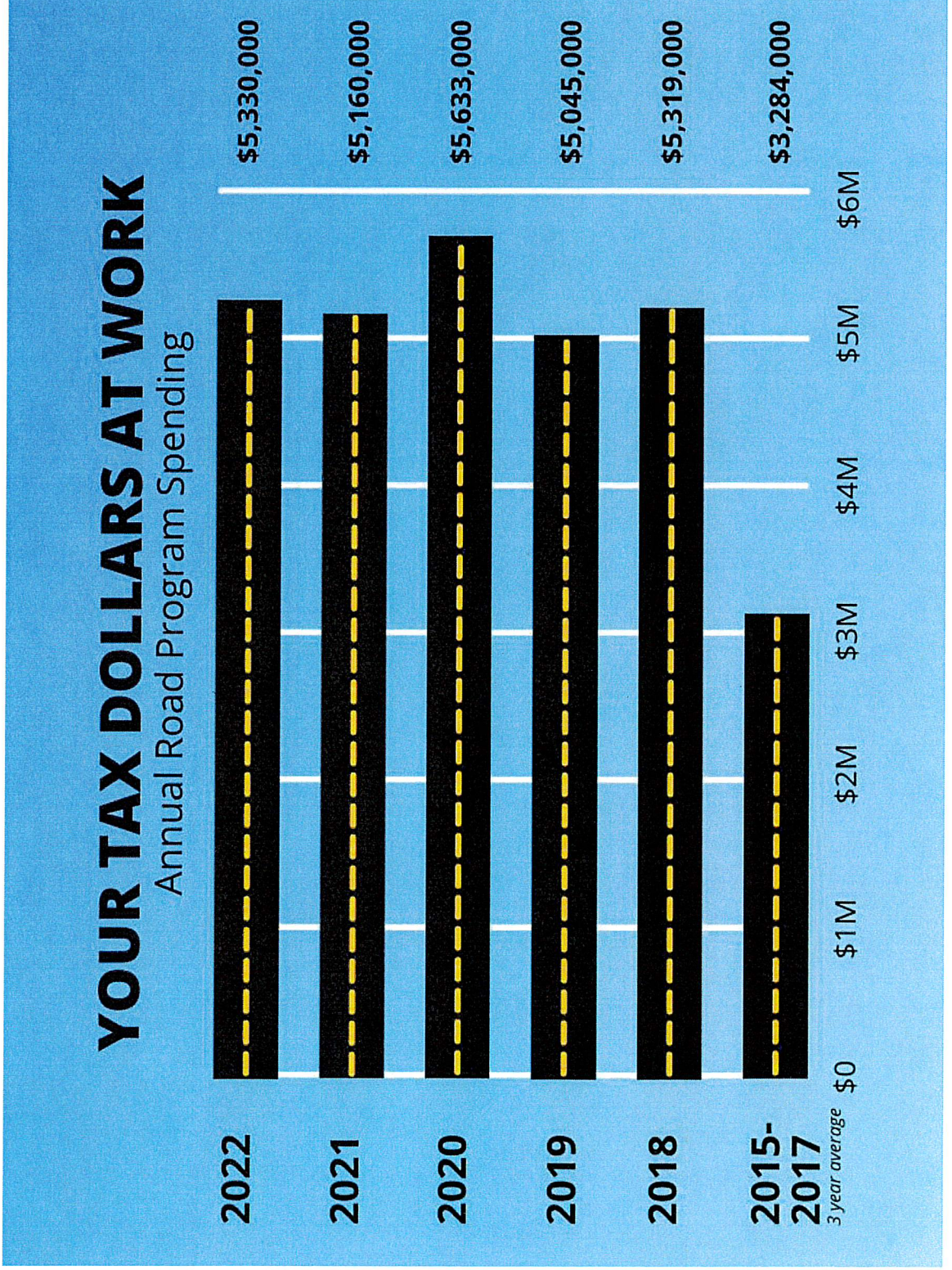
Note: An additional \$300k is being transferred from GF to CIF to support the road program in 2022

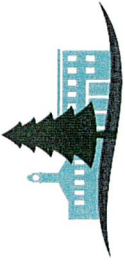


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2022 Operating Budget

2022 Road Improvement Program





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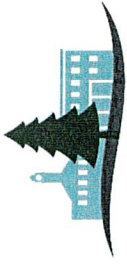
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2022 Operating Budget

Roadway Funding Analysis

1. Income Tax Credit Reduction generates approx. \$1,072,000 / yr.
2. Based on # lane miles and current funding levels, current CIP road program budget now being adequately funded (prior years 60% - 70% shortfall)
3. 2023 ODOT Urban Paving Program (2024 program authorized and 2026 Program Pending):
 - 2023: S.R. 63 – West Corp limits to N. Broadway (S.R. 48)
 - 2024: S.R. 48 – Main St. To US 42 (Warren St.)
 - 2026: US 42 – N. Broadway to Miller Rd.

ODOT Funding:	\$1.5 Million
OKI STP Grant:	\$1.2 Million (secured)
City Funds:	\$1.23 Million



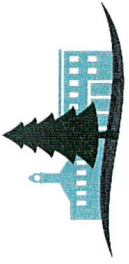
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2022 Operating Budget

Misc. Projects

- Southern Bike Trail Extension - \$1.3 million (\$900k OKI Grant Secured) – *Project includes decorative railing on Turtlecreek Union Rd. Bridge*
- Bike Park Trail Expansion - \$200k (\$150k NRAC Grant Secured)
- Parkside Park Acquisition and Development - \$2.4 million (\$2.3 million NRAC Grant Secured)
- Harmon Park Playground Replacement - \$350k (ARPA Funds and Harmon Civic Trust Donation)
- Downtown Restrooms - \$325k – (\$175k State Budget Grant and ARPA Funds)
- Downtown / Parks Surveillance Camera Expansion - \$75k



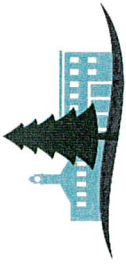
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2022 Operating Budget

Misc. Projects

- Glosser Rd. Pump Station / EQ Basin - \$9.8 million (*Grant and OEPA Low Interest Loan pending*)
- S.R. 63 Sanitary Sewer Extension - \$685k (*\$500k in ARPA Funds*)
- Glosser Rd. Substation Rebuild - \$2.9 million
- Railroad Bridge 4.10 Engineering - \$70k

2022 Operating Budget includes \$4.2 million in grant support



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2022 Operating Budget

General Revenue Fund Analysis

General Fund:

Revenues: \$18.20 million

Expenses: \$19.02 million (Based on 98% execution rate)

*Note: Includes transfer of \$1.1 million to pay off \$2.2 million GO Bond
Fund Debt*

GO Bond Fund:

Revenues: \$1.89 million

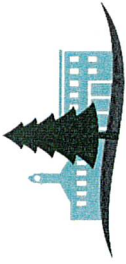
Expenses: \$2.59 million

Note: Includes paying off \$2.2 million Road Improvement Debt

Capital Improvement Fund:

Revenues: \$6.08 million

Expenses: \$6.07 million



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2022 Operating Budget

Proposed Staffing Changes

Additions:

Conversion of 3 PT Fire / EMS Positions to Full-time

Hire 2 additional Patrol Officers

Admin. Assistant Position in Public Works to handle Cemetery sales,
etc.

Create new Deputy Director of Technical / Engineering Services
Position in Electric

Additional position in Sanitary Sewer Division to manage new OEPA
requirements and succession planning



2022 Operating Budget

General Fund Cash Balances 2010 - 2026





GO Bond Fund Cash Balances
2010 - 2026

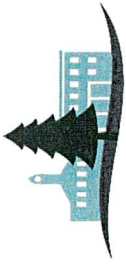




2022 Operating Budget

Capital Improvement Fund Cash Balances 2010 - 2026



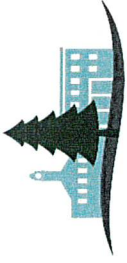


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2022 Operating Budget

Service Rate Changes Reflected in Proposed Operating Budget

- **Water:** TBD – Rate Study In Progress
- **Sewer:** TBD – Rate Study In Progress
- **Electric:** No change
- **Sanitation:** Per Ordinance
- **Storm Water:** 4% rate adjustment



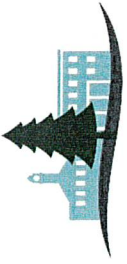
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2022 Operating Budget

2022 City Council Goals Checklist

- **Grow Cash Reserves:** GF and CIF cash reserves projected to be stable in 2022; 6-month operating reserve goal has been met
- **Pursue Grant Opportunities:** \$4.2 million in grant revenue included
- **Evaluate Opportunities for Debt Reduction:** \$2.2 million GO Debt paid off
- **Fund Rail Bridge Replacement:** Engineering included; grants to be pursued
- **Execute Projects in CIP:** 2022 CIP Projects funded
- **Police Dept. Facility Assessment:** Assessment funding included
- **Fund Property Acquisition / Redevelopment:** \$75k allocated
- **Construct Public Restrooms, Parking Meter Upgrades, Harmon Park Playground Replacement, Expand Security Cameras:** All Projects Included



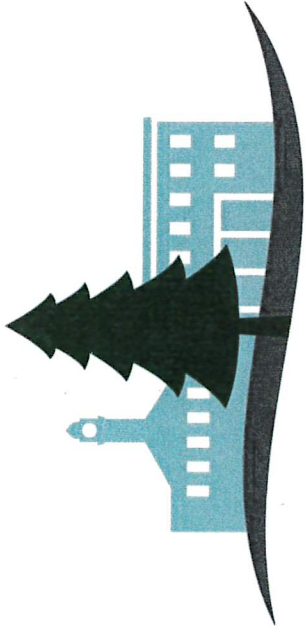
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2022 Operating Budget

2022 City Council Goals Checklist

- Construction Southern Bike Trail Extension, Bike Park Expansion:
Project Funded
- Improve Roadway System: \$5.33 million programmed for roadway
(street, curb, pedestrian) infrastructure
- Direct Additional Revenue into Roadway: \$300k from GF Directed to CIF
- Support Quality Growth Initiatives – Parkside Project Included



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RESOLUTION 2021-095

OFFICIALLY DESIGNATING THE CITY OF LEBANON, OHIO A “PURPLE HEART CITY” AND DECLARING OCTOBER 12, 2021 AS “PURPLE HEART DAY”

WHEREAS, Chartered by an Act of Congress in 1958 for combat wounded veterans, the Military Order of the Purple Heart is composed of military men and women who received the Purple Heart Medal, which is awarded in the name of the President of the United States to members of the Armed Forces wounded in combat with an enemy force and posthumously to the next of kin of members of the Armed Forces killed in combat; and

WHEREAS, the “Military Order of the Purple Heart” organization was formed in 1932 for the protection and mutual interest of all who have received the combat decoration, is composed exclusively of Purple Heart recipients, and is the only congressionally chartered veterans service organization comprised strictly of “combat” veterans; and

WHEREAS, the Order of the Purple Heart for Military Merit, established by General George Washington during the Revolutionary War at Newburgh, New York, August 7, 1782, is the oldest military decoration in the world in present use; and

WHEREAS, in recognition of this date and the estimated 1.7 million veterans since World War I who have been awarded this medal of honor, the Mayor and the City Council of the City of Lebanon desire to be among the first of many to become a “Purple Heart City” AND to declare October 12, 2021 “Purple Heart Day” as a tribute to the service and sacrifices of our veterans, and especially the valor of the extraordinary men and women who have earned the Purple Heart.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Lebanon, Ohio:

SECTION 1. That the Council of the City of Lebanon, Ohio hereby designates and proclaims the City of Lebanon, Ohio a Purple Heart City.

SECTION 2. This resolution confirms the City’s commitment to honor those who serve and have served so faithfully in defense of our freedoms as Americans and gratefully acknowledge their sacrifice, bravery, and unwavering commitment as patriots.

SECTION 3. That this Resolution shall take effect and be enforced from and after the earliest period allowed by law. Passed this 12th day of October 2021.

Mayor

Passed: _____

Attest:

Clerk of Council

Sponsors:
All Members of Council

City
Manager



City
Auditor



City
Attorney



ORDINANCE NO. 2021-096

**AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT
WITH AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES OHIO COUNCIL 8, LOCAL 363
(AFSCME), AND DECLARING AN EMERGENCY**

WHEREAS, the City has reached an agreement with American Federation of State, County and Municipal Employees Ohio Council 8, Local 363, which will provide for a continued harmonious relationship between the parties;

WHEREAS, this agreement shall be in effect from the legislative effective date through December 31, 2023;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, Ohio:

SECTION 1. That the City Manager be authorized and directed to execute a Collective Bargaining Agreement between the City of Lebanon and American Federation of State, County and Municipal Employees Ohio Council 8, Local 363, in substantially the same form as the agreement set forth in "Exhibit 1".

SECTION 2. This Ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, safety, morals and welfare of the City of Lebanon; and, for the further reason, that the execution of the aforesaid Agreement is necessary to promote positive labor relations and to provide fair and reasonable compensation to the valued employees of the City of Lebanon Streets, Parks & Cemetery, and Fleet Maintenance Divisions, then this Ordinance shall take effect upon its adoption.

Mayor

Passed: _____

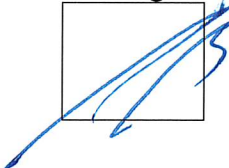
Attest:

Clerk of Council

Sponsors:

Brewer, Messer, Cope, Shafer, Shope

City
Manager



City
Auditor



City
Attorney



AGREEMENT BETWEEN
THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
OHIO COUNCIL 8, LOCAL 363
AFL-CIO

And

THE CITY OF LEBANON

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ARTICLE 1

PREAMBLE

Section 1.1 This Agreement, entered into by the City of Lebanon, Ohio, hereinafter referred to as the “Employer” or “City” and the American Federation of State County And Municipal Employees Ohio Council 8, Local 363, AFL-CIO, hereinafter referred to as the “AFSCME” or “Union,” has as its purpose to comply with the requirements of Chapter 4117 of the Ohio Revised Code.

ARTICLE 2

RECOGNITION

Section 2.1 The Employer recognizes AFSCME as the sole and exclusive representative for all employees of the Employer in the certified bargaining unit (Case No. 07-REP-11-0167) defined as follows:

Included: All full-time, and regular part-time, employees of the City of Lebanon, Bureau of Street Maintenance, Bureau of Cemeteries, and Bureau of Parks and Recreation, including; the classifications MSW I, MSW II, MSW III, Municipal Service Worker Crew Leader, Street Supervisor, Parks and Cemetery Supervisor, and including the positions of Chief Mechanic, and Mechanic.

Excluded: All management-level confidential and supervisory employees as defined in the Act, and all seasonal employees as defined by SERB.

ARTICLE 3

UNION BUSINESS

Section 3.1 The City recognizes the Union’s right to select local union officers, stewards, and alternate stewards to conduct approved Union business under this Agreement. The alternate steward shall act as steward when the steward is absent from work.

Section 3.2 The Union is authorized to select up to 3 representatives to conduct approved Union business for the bargaining unit. The steward/alternate, upon giving reasonable notice, and upon authorization from the City Manager or designee, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer. Permission to investigate and/or process a grievance or attend a disciplinary hearing shall not be unreasonably denied.

Section 3.3 The Union agrees to provide the Employer, within 30 calendar days, of the effective date of this Agreement, with:

- A. The name, address, and telephone number of the professional staff member who will act as representative for the Union local; and
- B. The names of the Local President, Vice President, Steward, and Alternate Stewards.
- C. It also shall inform the City of any changes within 30 calendar days of the change.

Section 3.4 The Union further agrees to keep such lists current, and the Employer has no obligation to recognize or communicate with any Union official or steward not so designated.

Section 3.5 Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no representative of the Union (Employee or non-Employee) shall interfere, interrupt or disrupt the normal work duties of other employees unless authorized by this Agreement or with the express prior approval of the City Manager or designee. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement or with the express prior approval of the City Manager or designee.
- B. The Union shall not conduct Union activities in any work area during work hours. Upon prior notification to the supervisor of the general nature of the Union activity, Union members can discuss Union business on lunch breaks and other breaks, but the Union acknowledges that it cannot exclude non-union members from common areas.

Section 3.6 The Union representative or Employee shall cease unauthorized Union activities immediately upon the request of any supervisor of the area in which Union activity is to be or is being conducted.

Section 3.7 The Union is permitted to have up to 2 Employees released to attend scheduled collective bargaining negotiation sessions with the City without loss or gain in pay if the bargaining meeting hours coincide with their regularly scheduled work hours. They shall not be compensated for pre-or post-bargaining negotiation session activities with the Union. No overtime payment will be made to Employees serving on the negotiation committee.

Section 3.8 Whenever the word "Employee" or "Bargaining Unit" is used in this Agreement, it shall be deemed to mean the Employee(s) in the bargaining unit covered by this Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1 Except as expressly modified or restricted by a specific provision of this Agreement, the Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;
- C. Maintain and improve the efficiency and effectiveness of the Employer's operations;
- D. To determine the mission of the Public Works Department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- E. To determine the size (including the creation of new positions), composition, and job duties of the work force;
- F. Determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders;
- G. To lay off Employees or abolish positions;
- H. To hire, schedule, promote, demote, transfer, evaluate, and assign Employees;
- I. To recruit, select, and determine the qualifications and characteristics desired in new hires;
- J. To suspend, discipline, reduce, or discharge Employees for just cause;
- K. To train or retrain Employees as management deems appropriate and require Employees to maintain certifications, including but not limited to certifications required by the State of Ohio to perform a particular job;
- L. To schedule or not schedule overtime in the manner that promotes efficient department operations;

- M. To determine the location, size and number of facilities;
- N. To determine quality standards and in order to promote efficient operations;
- O. To schedule Employees and establish their hours, shifts, and days of work;
- P. To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;
- Q. To take necessary action during emergency situations;
- R. To establish and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof;
- S. To establish and enforce a Drug and Alcohol Policy permitting discipline, including termination, for any violation thereof; and
- T. To generally manage the Public Works Department's business as it deems best, including without limitation, utilizing other City employees (as the City deems necessary) to perform work of the kind performed by Employees; and
- U. To subcontract work of the kind performed by Employees. The Union acknowledges that the City always has subcontracted work and it maintains the right to continue to do so. If bargaining unit positions are expected to be reduced as a result of subcontracting, the parties agree to bargain about the decision to reduce bargaining unit positions. If the parties reach impasse, the City will meet and confer with the Union regarding the effects of the City's decision, if the decision is to proceed with subcontracting.

The above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

ARTICLE 5

NO STRIKE OR LOCKOUT

Section 5.1

The Employer and the AFSCME recognize that a work stoppage of any kind may create a clear and present danger to the health and safety of the public. This Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

- A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, condone or assist in any strike, sit down, sit in, cessation, stoppage, refusal to work, picketing, or any other concerted activity which would interrupt the operation or services of the Employer.

- B. During the term of this Agreement, the Employer shall not cause permit or engage in any lockout of the bargaining unit Employees.

Section 5.2 In addition to any other remedies available to the Employer, any Employee or Employees, either individually or collectively, who violate Section A above is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 5.3 In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit down, sit in, cessation, stoppage or refusal to perform work occur, the Union, within 24 hours of a request by the Employer, shall:

- A. Publicly disavow such action by the Employees;
- B. Advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
- C. Notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately;
- D. Post notices on the Union Bulletin Boards advising that it disapproves of such action, and requesting Employees to return to work immediately.

Section 5.4 Nothing in this Article shall be construed to limit or abridge the Employer's or the Union's right to seek other available remedies provided by law to deal with any unauthorized or unlawful work stoppages or lockouts.

ARTICLE 6

PROBATIONARY PERIOD

Section 6.1 During the first 180 calendar days of employment, a newly hired Employee shall be considered a probationary Employee. The probationary period may be extended up to an additional 180 calendar days. Probationary Employees shall not have access to the grievance and arbitration procedures of this Agreement for the purpose of appealing a disciplinary action and/or termination.

Section 6.2 Any Employee promoted into a higher level position shall be required to successfully complete a promotional probationary period of 180 calendar days. An Employee serving a promotional probationary period whose performance is judged unsatisfactory may be returned to his former classification and pay level. The return of an Employee to his former classification and pay level shall not be subject to the grievance and arbitration procedures.

ARTICLE 7

UNION SECURITY

- Section 7.1 Union Membership. Subject to the provisions in Sections 7.2 and 7.3 below, all Employees covered by this Agreement who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing. All Employees hired after the effective date of this Agreement may become and remain members in good standing. A member in good standing is defined as an Employee who tenders the periodic dues, initiation fees, and assessments uniformly required as a condition of acquiring and maintaining membership in the Union.
- Section 7.2 Member Dues Check-Off. The Employer agrees to deduct Union membership dues from the paychecks of Employees who are members of the Union. The deduction shall be made on a bi-weekly basis. The deduction shall be in the amount certified by the Union to the Employer. No deduction shall be made from the pay of any Employee unless and until the Union furnishes to the City Manager a payroll deduction form signed and dated by the Employee member of the Union voluntarily authorizing the deduction. The membership due deduction shall be made by the Employer from each Employee during the term of this Agreement, under the terms set forth in Section 7.3 of this agreement.
- Section 7.3 Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership for a period of one year from the date of execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.
- Section 7.4 Forwarding of Dues/Fees. The City will forward all applicable membership dues to AFSCME's designated financial officer, the Controller of Ohio Council 8, at 6800 M. High Street, Worthington, Ohio 43085. Along with forwarding those membership dues and/or Fair Share Fees, the City also will forward a list of names and addresses of all Employees whose membership dues have been deducted.
- Section 7.5 Indemnification. The Union shall indemnify and hold harmless the Employer (and all City employees involved in the payroll process) from any claims made against the Employer arising out of this Article and from any and all costs and expenses arising out of any such claims.
- Section 7.6 The employer shall place back on check-off those employees who return to the active payroll from a leave of absence, layoff, suspension, or who have transferred from one department to another department but have an active Union card on file.

Section 7.7 The Employer will notify the Union Staff Representative and Local President via electronic mail should a termination, promotion, transfer, layoff, leave of absence, return from leave of absence, suspension, temporary assignment, or notice of retirement, occur. When notifying the Staff Representative and Local President the notice shall include the name of the employee(s), his/her current position and new position (if applicable) and the effective date of the action.

ARTICLE 8

NO DISCRIMINATION

Section 8.1 The Employer and the Union agree to provide equal employment opportunities to all persons consistent with applicable federal, state, and municipal equal employment opportunity laws prohibiting discrimination and/or harassment based on race, sex (including pregnancy), age (40 and older), disability, military status, genetic information, religion, ancestry, color, national origin, or any other statutorily protected group status. The Employer and Union also agree there will be no discrimination or retaliation toward Employees because of their participation or non-participation in Union affairs.

Section 8.2 Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well, unless otherwise indicated.

ARTICLE 9

DISCIPLINE

Section 9.1 The employment of every Employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service (except probationary Employees who are governed by Article 6). No Employee shall be reduced in pay and position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any Employee in the bargaining unit only for just cause. In addition to disciplinary action as set forth in this Article, the Employer may take this type of action for actions occurring while the Employee is on duty, in instances where the Employee's conduct violates his oath of office, or while off-duty representing himself as an Employee of the City of Lebanon, or if the conduct impacts the Employee's ability to perform his job or be trusted. He may not be disciplined for actions on his own personal time that do not reflect directly on the City, or do not violate any local, state, or federal laws, or City rules and/or regulations.

Forms of disciplinary action are:

- A. Oral reprimands (written record)
- B. Written reprimand

- C. Suspension without pay
- D. Reduction in pay or position
- E. Discharge from employment

Section 9.2 Among other things, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming an Employee or any other acts of misfeasance, malfeasance, or nonfeasance, or violations of local, state, or federal law or the City's rules and/or regulations shall be just cause for disciplinary action up to and including termination.

Section 9.3 Whenever the Employer determines that an Employee may be disciplined for cause (excluding oral reprimands, written reprimands, or any action concerning probationary Employees), a pre-disciplinary hearing will be scheduled to give the Employee an opportunity to offer an explanation of the alleged misconduct.

Section 9.4 Pre-disciplinary hearings will be conducted by the City Manager or designee.

Section 9.5 Not less than 72 hours prior to the scheduled starting time, the Employer will provide to the Employee a written outline of the charges which may be the basis for disciplinary action. The formal charge of misconduct shall, regardless of its point of origin: (a) be placed in writing; (b) specify the misconduct; and (c) disclose the witnesses to be relied upon (other than as rebuttal witnesses) – except in cases in which the City Manager or designee determines that the identity of a witness shall not be disclosed in advance. In such a case, a continuance will not be opposed by the Employer once the identity is disclosed. The Employee may choose to:

- 1) Appear at the hearing to present an oral or written statement in his defense with a Union representative also present;
- 2) Appear at the hearing and have a Union representative present an oral or written statement in defense of the Employee;
- 3) Appear at the hearing and request that legal counsel be present; or
- 4) Elect to waive (in writing) the opportunity to have a pre-disciplinary hearing.

Section 9.6 The Employee must elect to exercise, in writing, the options listed above concerning a pre-disciplinary hearing. An Employee may elect to waive any or all of his rights concerning disciplinary procedures, but the waiver must be in writing.

Section 9.7 At the pre-disciplinary hearing, the City Manager or designee will ask the Employee or his representative to respond to the allegations of misconduct which were outlined to the Employee.

- Section 9.8 At the pre-disciplinary hearing, the Employee and Employer may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The Employer may be represented by any person(s) it chooses. The Employee shall provide a list of witnesses to the City Manager or designee as far in advance as possible, but no later than 24 hours prior to the pre-disciplinary hearing. It is the Employee's responsibility to notify his witnesses that he desires their attendance at the pre-disciplinary hearing.
- Section 9.9 The Employee or his representative and the Employer and its representative will be permitted to cross-examine witnesses. A written report will be prepared by the City Manager or designee which will contain a finding of whether or not the alleged misconduct occurred. The City Manager or designee will decide what discipline, if any, is appropriate. A copy of the City Manager's findings will be provided to the Employee within 14 calendar days following the hearing.
- Section 9.10 Pre-disciplinary hearings shall be tape recorded. A copy of the recording may be furnished to the Employee, at the Employee's request, within 48 hours of the close of the hearing. The Employee may also record the hearing. All disciplinary action, except for oral reprimands, may be appealed through the grievance procedures outlined in this Agreement.
- Section 9.11 Employees participating in an administrative investigation shall be advised that refusing to answer questions or refusal to answer truthfully could lead to disciplinary action for insubordination, up to and including termination.
- Section 9.12 Except in instances wherein the employee is charged with serious misconduct, discipline shall ordinarily be corrective, not punitive in nature, and will be applied in a progressive and uniform manner. Progressive discipline shall take into account all surrounding facts and circumstances of an event, including but not limited to the nature of the violation, the Employee's record of discipline, and the Employees performance record.
- Section 9.13 Any Employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on unpaid leave of absence without pay until resolution of the court proceedings. An Employee may use accrued but unused vacation time during the leave. An Employee found guilty by the trial court of a felony shall be summarily discharged and shall have no recourse through the grievance or arbitration procedures. Where the charges are reduced to a misdemeanor or the Employee is found innocent of the charges, the Employee may be subject to discipline pursuant to the terms of this Article.
- Section 9.14 Provided no other disciplinary measures have been issued in that 2 year time frame, records of oral and/or written reprimands shall cease to have force and effect 2 years from the date of issuance and shall, upon the Employee's written request, be sealed in an unlabeled envelope in the official personnel file.

Section 9.15 Provided no other disciplinary measures have been issued in that 3 year time frame, records of suspensions of less than 30 calendar days shall cease to have force and effect 3 years from the date of issuance and, shall, upon the Employee's written request, be sealed in an unlabeled envelope in the official personnel file.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 10.1 The term "grievance" shall mean an allegation 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 or those matters which are controlled by the charter and ordinances of the City of Lebanon, the provisions of the Federal and/or State laws, and/or by the United States or State of Ohio constitutions.

Section 10.2 All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay discipline (suspension, reduction in pay, removal or discharge) shall be initiated at Step 3 of the grievance procedure. The aggrieved Employee or the Union 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 withdrawal of any grievance shall have no prejudicial effect.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the Employee to the next step in the grievance procedure. Any grievance that is not processed within the time limits set forth in this Agreement shall be considered resolved based on the City's last answer. Time limits set forth herein may only be extended upon mutual written agreement.

A grievance may be brought by any member of the bargaining unit or by the union. Where a group of bargaining unit Employees desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance. Each aggrieved Employee who desires to be included in such grievance shall sign the grievance.

Wherever used in this procedure, the word "day" shall mean calendar day. The computing of any time period will be governed by Article 41, Computing Time.

Section 10.3 An Employee may orally discuss any dispute he may have with his immediate supervisor but for such dispute to be filed as a grievance, it shall be reduced to writing. Moreover, such written grievance must be submitted to the grievance procedure within 10 calendar days after an Employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have

existed. Moreover, under this “knows or should have known” standard, no such grievance shall be filed more than 30 calendar days after the actual occurrence that gave rise to the grievance.

Section 10.4 All grievances must be submitted on a form agreed to by the parties and must contain the following information to be considered:

- A. Aggrieved Employee’s name and signature;
- B. Date, time, and location of grievance;
- C. Description of incident giving rise to the grievance;
- D. Date incident was first discussed with supervisor, if applicable;
- E. Name of supervisor with whom incident was first discussed, if applicable;
- F. Date grievance was filed in writing;
- G. Article(s) and Section(s) of the Agreement alleged to have been violated;
and
- H. Desired remedy to resolve the grievance.

Section 10.5 Any grievant may, if he so desires, have a Union representative accompany the grievant at any step or meeting provided for in this Article.

Section 10.6 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

Step 1: Within the established time limits, the aggrieved Employee shall submit his written grievance to the Public Works Superintendent. It shall be the responsibility of the Public Works Superintendent or designee to investigate the matter and to provide a written response to the aggrieved Employee within 10 calendar days following his receipt of the grievance.

Step 2: If the grievance is not resolved in Step 1, the Employee may within 10 calendar days following the Step 1 reply, refer the grievance to the Deputy City Manager or designee. The Deputy City Manager or designee shall have 10 calendar days in which to schedule a meeting with the grieved Employee and any desired Union representative. The Deputy City Manager or designee shall investigate and respond in writing to the grievance within 10 calendar days following the meeting date or 10 calendar days following receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the Employee may refer the grievance to the City Manager or designee within 10 calendar days after receiving the Step 2 reply. The City Manager or designee has 10 calendar days in which to schedule a meeting with the aggrieved Employee and any desired Union representative. The City Manager or designee shall investigate and respond in writing to the grievant and/or appropriate Union representative within 14 calendar days following the meeting.

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the Union in accordance with the provisions of Section 10.7 of this Article below. The Union and the Employer may mutually consent to submit the grievance to mediation to discuss a possible resolution prior to the arbitration hearing. The parties shall use the mediation process provided by the Federal Mediation and Conciliation Service (FMCS). Once a grievance has been submitted to mediation, the time limits for arbitration set forth in this Article will be suspended until the mediation process is completed.

Section 10.7 The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within 21 calendar days from the date of the final answer on a grievance from Step 3, the Union shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted to arbitration within the 21 calendar day period described above shall be deemed settled on the basis of the last answer by the Employer or its representative(s).

- A. The arbitrator shall be selected in the following manner: The parties shall jointly request of the Arbitration and Mediation Service (“AMS”) a panel list of 9 arbitrators from within 125 miles of Cincinnati, Ohio. AMS rules (which permit the parties to rank and strike arbitrators) shall apply to selection procedures and conduct of hearings. Either party may once reject the list and request another list from AMS. The parties may at any time mutually agree, in writing, to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator.
- C. The arbitrator shall have no power or authority to add to, subtract from, modify, otherwise alter this Agreement, nor to establish or change any wage rate, nor to substitute his judgment for the Employer’s whenever the Employer is granted the right to exercise such judgment, nor to grant any

remedy or back pay award for any period prior to the effective date of this Agreement or any period in excess of 10 calendar days prior to the date the written grievance is submitted to the Employer as provided in Section 10.6, Step 1 of this Article, or for any event occurring or period extending beyond the termination date of this Agreement, nor to grant any relief that was greater than that which was specifically requested in the grievance when it was reduced to writing at Step 1 of the grievance procedure.

The sole function of the arbitrator shall be judicial (not legislative), where he interprets the written provision(s) of this Agreement and applies them to the specific facts presented at the hearing in response to the issues submitted by the City and the Union; provided, however, that no issue shall be raised or contention made at the hearing which could have been, but was not, raised nor made in the Step 3 grievance presentation.

Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operation procedures set forth herein in the Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, general orders or standard operating procedures; provided that the Employer has given the Union or Employees notice and permits the Union, upon request, to meet and confer with respect to the proposed rule.

- D. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his particular circumstances.
- E. The decision of the arbitrator shall be final or binding on the grievant, the Union, and the Employer, if it is in conformity with the power and authority granted the arbitrator in this Agreement. The arbitrator shall be requested to issue his decision within 30 calendar days after the conclusion of testimony and arguments and submission of final briefs.
- F. Where the underlying grievance relief involves back or lost wages covering a period of an Employee's payroll separation due to suspension or discharge, the amount so awarded shall be less any other monies received by the Employee(s) (through working for another person or entity or self-employment) during that period and less any unemployment compensation monies received by the aggrieved Employee(s).
- G. The fees and other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the Union. The fees and costs of any non-employee witnesses shall be borne by the party calling them. The fees of the court

reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours occur during his regularly scheduled working hours on the day of the hearing. He, however, shall not be compensated for his attendance at any such hearing, or part of that hearing, that occurs after his regularly scheduled work hours.

Section 10.8 Oral reprimands shall not be appealable through the Grievance Procedure. Written reprimands may be appealed to Steps 1, 2 and 3 of the grievance procedure, but shall not be appealed to Step 4.

Section 10.9 As this Agreement provides for final and binding arbitration of disciplinary action involving suspension without pay, reduction in classification or rank, and/or termination from employment, consistent with ORC 4117.10, neither the State Personnel Board of Review nor Lebanon Civil Service Commission shall have jurisdiction to receive and determine any appeal relating to such disciplinary action. This Agreement and Article shall be the sole recourse for any dispute between the parties with regard to disciplinary matters.

ARTICLE 11

FMLA AND ADA OBLIGATIONS

Section 11.1 Nothing in this Agreement shall be construed or permitted to impede, prohibit or prevent the Employer from satisfying its obligations under the Americans With Disabilities Act (ADA) or the Family Medical Leave Act (FMLA). Furthermore, nothing in this Agreement shall limit, impede, or prohibit the Employer from exercising available options offered or available to the Employer under the ADA and the FMLA and the development of policies consistent with this paragraph, which the City may change from time to time.

ARTICLE 12

LABOR MANAGEMENT COMMITTEE

Section 12.1 If requested by either party, a Quarterly Labor Management Meeting will be held between the City and the Union at a mutually agreeable date and time. Those meetings also may be held on a more frequent, as-needed, basis upon agreement of the parties. Said committee may be composed of up to 3 representatives of the City and up to 3 representatives selected by the Union. At least 7 calendar days in advance of the scheduled meeting, either party may submit a written agenda outlining the items to be discussed.

Such meetings may include discussion of: the administration of the Agreement, information of general interest, and/or health and safety matters.

ARTICLE 13

DOCUMENTATION

Section 13.1 Upon request, an Employee shall receive a copy of any document that the City requires the Employee to sign other than sign-in sheets; provided the document is retained by and in the possession of the City.

ARTICLE 14

UNIFORMS

Section 14.1 Clothing. The Employer will provide the following size appropriate clothes to each Employee in the bargaining unit as follows:

- 1 pair of work boots (replaced annually)
- 1 set winter gloves (replaced annually)
- Work uniforms (11 sets of the following uniform pieces: 11 short sleeve reflective t-shirts; 11 pairs of pants) -- replaced as needed
- 1 “Carhartt” (or equivalent) winter coat (replaced as needed)
- 1 reflective cold weather jacket with removable sleeves (replaced as needed)
- 1 “Carhartt” (or equivalent) lightweight jacket (replaced as needed)
- 1 set of Rain Gear (jacket and pants or ranch length coat) (replaced as needed)
- 1 “Carhartt” (or equivalent) bib overalls (replaced as needed)
- 1 hooded sweatshirt (replaced as needed)
- Safety Equipment: eye and ear protection, dust mask (replace as needed)

Where uniforms are provided for Employees, the Employees must wear them properly at all times. Except for the provided tee shirts, the uniforms will be cleaned and mended at the Employer’s expense. Uniforms will be supplied to each Employee required to wear uniforms so that each Employee has one clean uniform each work day. These uniforms are provided by a uniform company with which

the City contracts. Uniforms will be replaced on an as-needed basis. Upon termination of employment, uniforms must be promptly returned, and the cost of missing uniforms will be deducted from the Employee's final paycheck.

Section 14.2 Automotive Mechanics are required to furnish their own basic professional mechanic tool set. Each Mechanic will receive a tool allowance of up to \$500.00 annually for the replacement of personal tools while used on the job. The \$500.00 allowance cannot be carried over to the next year. To utilize the allowance, an Employee must have the prior approval of the Department Director prior to the purchase and present a receipt.

Section 14.3 Equipment, insignia, buttons, and other items not issued or required by the Employer may be utilized or worn only with the prior written permission of the Department Director.

Section 14.4 All clothing provided to Employees is, and remains, the City's property and cannot be sold or given to other individual(s) or entities (entity) without prior written approval of the Department Director.

Section 14.5 As indicated in Section 14.1, the City will replace damaged or worn (beyond repair) clothing items on "as needed" basis and upon return of the damaged or worn (beyond repair) clothing item(s).

ARTICLE 15

WAGES

Section 15.1 Full time bargaining unit employees will be paid at the hourly rates as outlined in the following chart effective April 8, 2020. Members shall then be eligible to progress through the various steps within the member's/employee's job classification each year on the anniversary date of their employment with the City of Lebanon, except for Step 7, in each classification. A full-time bargaining unit member may only progress to Step 7 within his/her job classification upon completion of all steps within the job classification, and additionally if that full time bargaining unit member has or during the course of this collective bargaining agreement successfully completes one of the four (4) following certifications:

1. ISA Certified Arborist- at the first level of certification,
2. Certified Parks and Recreation Professional ("CPRP"),
3. Road Scholar- at the first level of certification,
4. Automotive Service Excellence ("ASE") certification.

Additionally, any employee assigned as the Streets, Parks & Cemetery Supervisor as of the effective date of this collective bargaining agreement (January 1, 2018) shall be eligible to progress to Step 7 of that wage table rate within that job

classification without acquiring or maintaining any additional certification listed in this Article 15.

<u>2021 Wage Table</u> <u>w/2.75% Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>Municipal Service Worker II</u>	<u>\$16.86</u>	<u>\$17.54</u>	<u>\$18.24</u>				
<u>Municipal Service Worker III</u>	<u>\$18.87</u>	<u>\$19.63</u>	<u>\$20.41</u>	<u>\$21.23</u>	<u>\$22.08</u>	<u>\$22.96</u>	<u>\$24.11</u>
<u>Municipal Service Worker Crew Leader</u>	<u>\$24.20</u>	<u>\$24.92</u>	<u>\$25.67</u>	<u>\$26.44</u>	<u>\$27.23</u>	<u>\$28.05</u>	<u>\$29.45</u>
<u>Mechanic</u>	<u>\$24.72</u>	<u>\$25.46</u>	<u>\$26.23</u>	<u>\$27.01</u>	<u>\$27.82</u>	<u>\$28.66</u>	<u>\$30.31</u>
<u>Streets, Parks & Cemetery Supervisor & Chief Mechanic</u>			<u>\$29.80</u>	<u>\$30.69</u>	<u>\$31.61</u>	<u>\$32.56</u>	<u>\$34.19</u>

<u>2022 Wage Table</u> <u>w/3.00% Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>Municipal Service Worker II</u>	<u>\$17.37</u>	<u>\$18.06</u>	<u>\$18.78</u>				
<u>Municipal Service Worker III</u>	<u>\$19.44</u>	<u>\$20.22</u>	<u>\$21.02</u>	<u>\$21.86</u>	<u>\$22.74</u>	<u>\$23.65</u>	<u>\$24.83</u>
<u>Municipal Service Worker Crew Leader</u>	<u>\$24.92</u>	<u>\$25.67</u>	<u>\$26.44</u>	<u>\$27.23</u>	<u>\$28.05</u>	<u>\$28.89</u>	<u>\$30.34</u>
<u>Mechanic</u>	<u>\$25.46</u>	<u>\$26.23</u>	<u>\$27.01</u>	<u>\$27.82</u>	<u>\$28.66</u>	<u>\$29.52</u>	<u>\$31.22</u>
<u>Streets, Parks, and/or Cemetery Supervisor & Chief Mechanic</u>			<u>\$30.69</u>	<u>\$31.61</u>	<u>\$32.56</u>	<u>\$33.54</u>	<u>\$35.21</u>

<u>2023 Wage Table w/2.50% Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>Municipal Service Worker II</u>	<u>\$17.80</u>	<u>\$18.51</u>	<u>\$19.25</u>				
<u>Municipal Service Worker III</u>	<u>\$19.92</u>	<u>\$20.72</u>	<u>\$21.55</u>	<u>\$22.41</u>	<u>\$23.31</u>	<u>\$24.24</u>	<u>\$25.45</u>
<u>Municipal Service Worker Crew Leader</u>	<u>\$25.55</u>	<u>\$26.31</u>	<u>\$27.10</u>	<u>\$27.92</u>	<u>\$28.75</u>	<u>\$29.62</u>	<u>\$31.10</u>
<u>Mechanic</u>	<u>\$26.10</u>	<u>\$26.88</u>	<u>\$27.69</u>	<u>\$32.40</u>	<u>\$29.38</u>	<u>\$30.26</u>	<u>\$32.00</u>
<u>Streets, Parks, and/or Cemetery Supervisor & Chief Mechanic</u>			<u>\$31.46</u>	<u>\$32.40</u>	<u>\$33.37</u>	<u>\$34.38</u>	<u>\$36.09</u>

Additionally, any employee assigned as the Streets, Parks & Cemetery Supervisor as of the effective date of this collective bargaining agreement (January 1, 2018) shall be eligible to progress to Step 7 of that wage table rate within that job classification without acquiring or maintaining any additional certification listed in this Article 15.

Section 15.2 Effective April 8, 2020 the pay rates established in the above wage tables will be established for all full-time members of the bargaining unit. As indicated in the wage tables, rates established on April 8, 2020 shall be increased by 2.75% effective January 1, 2021, will be increased by an additional 3.0% effective January 1, 2022, and will be increased by 2.5% effective January 1, 2023. Part-time bargaining unit employees shall receive concurrent annual percentage increases as established above for years 2021, 2022, and 2023 of this collective bargaining agreement.

Section 15.3 Full-time bargaining unit employees shall progress through the various steps within their job classifications as set forth in the wage tables up to and including Step 6 on the annual anniversary date of their City employment. To be eligible for progression to Step 7, a full-time bargaining unit employee must obtain one of the four (4) certifications set forth below and in Section 15.1. After an employee obtains one of the four (4) certifications, the employee shall be eligible to progress up to Step 7 within his/her job classification at the next pay period following proof of certification provided to the Employer, in the manner set forth below:

ISA Certified Arborist- at the first level of certification - two (2) step increase;

Certified Parks and Recreation Professional ("CPRP") - two (2) step increase;

Road Scholar- at the first level of certification - two (2) step increase;

Automotive Service Excellence ("ASE") - one (1) step increase.

Any employee who obtains two of the above referenced certifications shall receive a three (3) step increase.

Bargaining unit employees who are at Step 6 when obtaining one of the four (4) approved certifications shall be moved up to step 7 at the next pay period following proof of certification provided to the Employer, but shall not progress to the next job classification. Certifications do not stack. Employees are eligible for a maximum two (2) step increases during the term of this collective bargaining agreement for obtaining one of the four (4) approved certifications and three (3) step increases during the term of this collective bargaining agreement for obtaining two or more of approved certifications.

Section 15.4 Full- time bargaining unit employees in the job classification of Municipal Service Worker II will be promoted to Municipal Service Worker III, Step 1, following completion of their 30th month of satisfactory service.

Satisfactory service shall be measured at the time of the full-time bargaining unit employee's completion of their 30th month of City service. Any full-time bargaining unit employee who is rated as not having reached thirty (30) months of satisfactory service shall be re-assessed every quarter until that full time bargaining unit employee either reaches 30 months of satisfactory service and is promoted to Municipal Service Worker III, or that employee is no longer employed by the City.

Section 15.5 In addition to the four (4) above- referenced certifications, any full-time bargaining unit member in the position of MSW II, MSW III, MSW Crew Leader or Supervisor who obtains and maintains a Playground Inspection Certification shall receive a Fifty Cent (\$0.50) per hour wage increase. Any Mechanic or Chief Mechanic that obtains an Emergency Vehicle Technician (EVT) license shall receive a Fifty Cent (\$0.50) per hour wage increase. This Fifty Cent (\$0.50) hourly wage increase shall be added to the employee's current hourly rate and shall become that employee's "base rate" of pay for determining overtime pay, holiday pay, and other applicable wage rate calculations. This Fifty Cent (\$0.50) hourly wage increase shall be maintained at each subsequent step in the progression through the wage tables unless the employee fails the required re-certification process and cannot re-certify within a twelve (12) month period following such failure.

ARTICLE 16

HOURS OF WORK AND OVERTIME

This Article is intended solely to define an Employee's expected hours of work. This section does not constitute a guarantee by the City that such hours or any overtime shall in fact be worked.

Section 16.1 So long as the overtime provisions of the Fair Labor Standards Act ("FLSA"), as amended, are applicable to state and local governments, the Employer shall pay overtime in

accordance with existing rules and regulations applicable to the FLSA. Work performed in excess of 40 actual hours in any work week shall be compensated at the rate of time and one-half of the Employee's regular rate of pay, according to FLSA.

Section 16.2 Definition. The standard work week shall normally consist of five (5) working days Monday through Friday that begin at 7:30am and end at 4:00pm, however, nothing contained in this agreement shall prevent the employer from scheduling other work hours based on operational needs. Full-time Employees generally will be scheduled to work 40 hours per work week. Except in emergency situations beyond the Employer's control, if the Employer decides to change the work days, work hours, and/or work shifts, a minimum of 3 calendar days posted notice shall be provided to the Employees affected by such change(s). Employees shall also be dressed for work and begin work at the start of their designated shift.

Section 16.3 Lunch Period. Instead of a 1/2 hour lunch period and two 15 minute rest breaks, Employees will receive a one hour lunch period during their regularly scheduled tour of duty, which generally begins at 7:30 a.m. Consistent with a normal work schedule, such periods shall begin within the 5-1/2 hour period following the start of the Employee's work day. If, in the opinion of the supervisor, it becomes necessary to postpone the lunch period, the regular work day may be shortened by the length of the normal lunch period. Lunch periods shall begin at the time the Employee ceases performing his assigned duties. The Employee is expected to be at his work assignment ready to work at the end of the lunch period. There are no rest breaks.

Section 16.4 Assignment of Overtime. The Employer has the right to require Employees to work overtime. For purposes of assignment of overtime, said work shall be defined as:

- A. Response to contingency and emergency situations
- B. Scheduled overtime

Overtime opportunities will be distributed as equally as is practical among the employees regularly performing the work on which overtime is necessary. For overtime assignments known in advance, the Employer shall establish an overtime rotation list with the names of Employees who have volunteered for such work, based on classification, and the Employees on said list shall be ranked in order of seniority. The list shall be periodically updated or revised as needed. The Employer shall offer overtime to Employees on the applicable list in the order in which the Employees' names appear ranked with the most senior Employee at the top of the list.

When an overtime opportunity arises, the Employer shall contact the name of the Employee next appearing after the last Employee who accepted an overtime assignment on the list. If an Employee declines to accept an offer of overtime, or fails to answer a telephone call, the Employee will be deemed to have declined the overtime, and the Employer shall contact the next name on the overtime list. If no Employee on the applicable list accepts the overtime, the Employer shall assign it to the least senior Employee on the relevant list. Errors in the assignment of overtime will be rectified by the assignment of the next available overtime.

If the overtime work is of an emergency nature, the Employer may offer the overtime to the work crew or Employees performing the work at the close of the regular shift in lieu of the procedures set forth above. If no such Employees accept the overtime, the procedures set forth above shall apply.

Section 16.5 If any Employee is scheduled to work overtime but reports off for any reason, his scheduled overtime is cancelled and he shall not receive any otherwise applicable pay for that time off.

Section 16.6 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

Section 16.7 Basis for Computing Overtime Pay. A full-time Employee will receive overtime compensation for all actual hours worked in excess of 40 hours per week. The overtime rate of pay will be 1½ times the Employee's hourly straight time pay rate.

Section 16.8 Overtime Authorization and Reporting Procedures: Employees shall have prior and proper authorization to work in excess of their normally schedule shift. Overtime authorization shall be approved by the Department Director or designee. This includes but is not limited to special meetings, trainings, events, and other activities relating to the Employee's duties at the City. Employees that work an authorized overtime period shall complete, validate, and submit an Overtime Reporting Form with their Time Sheet and Payroll record.

Section 16.9 Stand-By Pay: All full time bargaining unit members that are not a Chief Mechanic or below in the Maintenance division, who volunteer for or are assigned and required to stand by for possible call-out during a 7 calendar day period will be considered to be on "stand by" status. Employees on "stand by" status during a 7 calendar day period will be paid 16 hours of straight time pay in addition to any other applicable amounts earned for any call-out as calculated in Section 16.10 below.

Full time bargaining unit members in the position of Chief Mechanic or below, in the Maintenance division, shall be put on stand-by status under the same working conditions and rate of pay as other members of the bargaining unit, except that for January 1 thru October 31, the normal weekly compensation for stand-by shall be paid at a rate of twelve (12) hours of the bargaining unit member's normal rate of pay.

If an Employee is scheduled for "stand by" status during a City recognized holiday, the Employee will receive an additional eight hours of paid time.

An employee shall not be required to sign up or be assigned to stand-by status unless at least five (5) or more employees have not voluntarily signed up for stand-by status. If less than five (5) employees have voluntarily signed up for stand-by status, the employer shall require full-time bargaining unit employees to be on

stand-by status in the order of least seniority, by assigning and requiring the least senior full time bargaining unit employee not signed up for stand-by status and progressing through full-time bargaining unit employees in the order of least seniority until the Employer has assigned at least five (5) full-time bargaining unit employees to meet the required threshold of five (5) full-time bargaining unit employees on stand-by status.

Any full-time bargaining unit employee on stand-by status is expected to report to work within thirty (30) minutes of notice from Employer. However, should extenuating circumstances such as inclement weather or other conditions beyond the employee's control prevent the employee from responding within thirty (30) minutes of notice, the employee shall report to work within forty five (45) minutes of notice from the Employer. No bargaining unit employee shall be unreasonably disciplined for failure to report on time under this provision.

Section 16.10

- A. “Stand-By Status” Call-Out Pay. An employee assigned to stand-by status as outlined in Section 16.9 of this Agreement, and who is called back to work after completing his regular shift will be paid for hours worked at a rate of 1 ½ times the employee's regular rate of pay and will be paid for a minimum of two (2) hours of work unless they are called in to work on a Holiday. If an employee is called back to work on a Holiday, they will be paid for hours worked at a rate of two (2) times the employee's regular rate of pay and will be paid for a minimum of two (2) hours of work. Following the minimum two (2) hours paid at the overtime rate, any hours worked following a Call Out that fall within the regularly scheduled work day will be paid at the regular rate. If the work lasts longer than the minimum two (2) hours, the employee will be compensated at the rate of pay listed in this Section of the Agreement, for all hours worked that do not fall within his regular scheduled work day.
- B. “Off-Duty Status Call-Out Pay”. An employee who is not assigned to stand-by status as outlined in Section 16.9 of this Agreement, and who is called back to work after completing his regular shift will be paid for hours worked at a rate of 1 ½ times the employee's regular rate of pay and will be paid for a minimum of three (3) hours of work unless they are called in to work on a Holiday. If an employee is called back to work on a Holiday, they will be paid for hours worked at a rate of two (2) times the employee's regular rate of pay and will be paid for a minimum of three (3) hours of work.. Following the minimum three (3) hours paid at the overtime rate, any hours worked following an Off-Duty Call Out that fall within the regularly scheduled work day will be paid at the regular rate. If the work lasts longer than the minimum three (3) hours, the employee will be compensated the

rate of pay listed in this Section of the Agreement, for all hours worked that do not fall within his regular scheduled work day.

Unless otherwise noted by Employer, any full-time bargaining unit employee called out to work while off duty is expected to report to work within thirty (30) minutes of notice from Employer. However, should extenuating circumstances such as inclement weather or other conditions beyond the employee's control prevent the employee from responding within thirty (30) minutes of notice, the employee shall report to work within forty five (45) minutes of notice from the Employer. No bargaining unit employee shall be unreasonably disciplined for failure to report on time under this provision.

- C. C. If an employee is called out during any portion of the eight (8) hour period before his regularly scheduled shift start, and he subsequently has a good faith belief that he will be unable to perform the assigned duties during all or part of his regularly scheduled shift in a safe and competent manner, he may request to have his starting time delayed by the number of hours worked. This does not apply to prearranged overtime that starts within four (4) hours of regularly scheduled starting times, and which is contiguous with that starting time. Employees authorized to delay their start time will be paid at their regular rate of pay for the delayed hours that fall within their normal work hours.

Section 16.11 Any scheduled overtime that involves work that is normally performed by the full-time bargaining unit employees shall first be offered to all full-time bargaining unit employees on the overtime list before being offered to part-time or seasonal employees.

Section 16.12 "Snow Event Standard Operating Procedure." For any snow event that is forecasted to produce accumulating snow, a two (2) crew shift approach may be assigned, based on observable conditions, which will include staff members from several Departments within the city. An MOU that outlines the staffing levels for each crew will be agreed upon by the City and the Union. This MOU will be furnished by either party to the other party, upon request with their most up to date version. Other rules that apply to any Snow Event shall be as follows:

- A. Crew 1 will be the starting crew for each event that requires a two crew approach and will plan to work a maximum sixteen (16) hour shift with the understanding the shift hours may need to be shortened to account for time already worked within a twenty-four (24) hour period. Crew 2 will work an eight (8) hour shift following Crew 1. If a snow event is expected to be minor and/or observation of existing conditions for an accumulating event proves to be favorable, the Director of Public Works may assign the event to bargaining unit personnel only. In this situation, it is expected that bargaining unit members, with the appropriate rest time within a twenty-four (24) hour period, will be available for the standard eight-hour work day established in Section 16.2 of this agreement.

- B. By mid-October of each year, the 2 crews will be established for snow events by the Streets Supervisor and approved by the Director. Each crew will have a designated shift crew lead and the shift crew lead will be responsible for the field operations. Members from other Divisions/Departments outside of the bargaining unit but within the city will be used to fill the needed spots of each crew to fully staff the snow event.
- C. For the protection of staff and the public health and safety during a snow event, it is the intent to not have any staff member, working for more than sixteen (16) hours within a rolling twenty four (24) hour period. It is the responsibility of the shift crew supervisor and each crew member to ensure the sixteen (16) hours is not exceeded. Responding crew members must take into account work hours performed within the previous twenty-four (24) hours.
- D. In cases where a snow event is expected to have a scheduled call-out within several hours of the end time of the standard eight-hour work day established in this Agreement in Article 16.2, and to insure crew members do not exceed sixteen (16) hours within a twenty-four (24) hour period, staff members of Crew 1 may be sent home early to obtain the necessary rest before the start of the event. To remain consistent with the procedures established within other bargaining agreements with the City, the city agrees to pay straight time pay for hours not worked when a staff member is placed on an alternate work schedule in preparation for the snow emergency response if the overtime shift for the snow response is cancelled by the city and the crew does not work at least eight (8) hours during that same work day.
- E. Bargaining unit employees on stand-by prior to the arrival of a forecasted snow event will be permitted to arrive to work two (2) hours prior to the predicted arrival time of the event to monitor the conditions and make the call for additional support if needed, with the understanding the hours worked will need to be accounted for and counted towards the maximum shift hours worked if the stand-by employee is on Crew 1.

ARTICLE 17

COMPENSATORY TIME

- Section 17.1 Upon application and approval by the Employee's supervisor, the City may grant compensatory time at a rate of 1-1/2 hours for each hour of overtime worked in lieu of the payment of cash for overtime.
- Section 17.2 Compensatory time is to be used in increments of no less than 1 hour at any one time and is subject to prior approval by the Employee's supervisor. An Employee requesting compensatory leave shall complete a leave request form at least 24 hours in advance of the requested leave.
- Section 17.3 An Employee may accumulate up to 40 hours of unused compensatory time in a non-refillable compensatory time bank during each calendar year. Once this limit is reached, the Employee will be paid in cash for additional accrued overtime hours.

Section 17.4 Unused compensatory time must be used or sold back to the City by December 31st of the applicable year. No Employee shall be permitted to carry over any unused compensatory time to the next calendar year.

ARTICLE 18

PERSONAL DAYS

Section 18.1 Each full-time Employee will be granted 2 personal days each applicable calendar year of this Agreement. Pay for one personal day will be 8 hours of pay at the regular base hourly wage rate. Personal days will be counted as “hours worked” for purposes of calculating overtime.

Section 18.2 When an Employee requests approval to use his applicable and unused personal day(s), he shall directly and personally notify his immediate supervisor or authorized designee no later than 24 hours before the requested time off in non-emergency situations or no later than 1 hour (unless otherwise not possible and then the notification must take place as soon as possible) in an unexpected emergency situation. If the initial request was made orally, then the Employee shall document his request (day, number of hours taken, emergency or no-emergency situation, time notified immediate supervisor), in writing, to his immediate supervisor or authorized designee on the next scheduled work day.

Section 18.3 Personal days shall be taken in increments of 4 or more hours and shall not be carried over from year to year. If they are not used, they are forfeited.

ARTICLE 19

LONGEVITY PAY

Section 19.1 Each full-time Employee who has at least 5 years or more of continuous service with the City shall be paid based on the following schedule:

5 years	\$220.00
10 years	\$345.00
15 years	\$470.00
20 years	\$600.00
25 years	\$725.00
30 years	\$850.00

This payment shall be made in December of each year, with December 1st being the date used for determining the number of years of service in active pay status. The requirement that service for longevity credit will be continuous in nature shall only apply to service beginning after January 1, 1981.

Eligible Employees on unpaid leave shall not receive credit for such time for purposes of computing any benefit that is determined by longevity. To implement this provision, the anniversary date of any eligible Employee who has taken an unpaid leave shall be advanced forward the same number of days as the leave continued.

Eligible Employees who retire shall receive a prorated portion of their longevity pay based on the number of years of service to the City at the date of retirement.

ARTICLE 20

HOLIDAYS

Section 20.1 The following holidays shall be observed with pay for full-time Employees whose regularly scheduled work day falls on an observed holiday:

New Years Day	Columbus Day
Martin Luther King, Jr. Day	Labor Day
Presidents' Day	Thanksgiving
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
	Day before or after Christmas Day (as determined by the City Manager)

Other non-eligible Employees will receive the day off without holiday pay.

Section 20.2 An Employee who is directed to work, and works, a designated holiday will accrue 8 hours of holiday time to be taken off at a later date by the Employee – as approved by the Employer.

Section 20.3 Employees who are not available for duty on any of the above designated holidays due to unpaid leave, layoff, or disciplinary suspension, shall not be eligible for

holiday pay for that holiday. Employees also forfeit holiday pay if they are on unpaid leave on both the workday before and after the designated holiday.

Section 20.4 Holiday pay for full-time Employees will be paid at the Employee's regular rate of pay for 8 hours per observed holiday. Holiday hours will be counted as "hours worked" for purposes of calculating overtime. Holidays that fall on a Saturday will be observed on the previous Friday. Holidays that fall on a Sunday will be observed on the following Monday.

Section 20.5 A full-time Employee may request time off to celebrate a bona fide religious holiday that is not observed by the City. He must notify his immediate supervisor, in writing, at least 30 calendar days before that religious holiday. His supervisor will respond within 7 calendar days after receipt of that request. The Employee must receive prior written approval before he may be excused for that holiday. If granted, the Employee may use applicable and unused vacation hours or Personal Days (as set forth in Article 18) or take the holiday off without pay.

ARTICLE 21

VACATIONS

Section 21.1 When a full-time Employee has completed 1 year of uninterrupted employment, the base vacation accrual of 96 hours shall be credited on the first pay period of each year. The length of service vacation shall be credited on the Employee's anniversary date.

<u>Completed Years of Uninterrupted Service in the Unit</u>	<u>Amount of Vacation Accrual</u>
0-less than one year	4 hours/calendar month
After 1 year but less than 5 years	8 hours/calendar month
After 5 years but less than 10 years	104 hours/calendar year
After 10 years but less than 15 years	120 hours/calendar year
After 15 years	160 hours/calendar year

Other non-eligible Employees shall not receive this vacation benefit.

Section 21.2 An Employee of the City, who was formerly employed by the State of Ohio, or a political subdivision thereof, is entitled to use such prior service for the exclusive purpose of computing an Employee's rate of vacation accrual based upon such prior service. Upon employment, each such full-time Employee requesting consideration under this section shall furnish the Personnel Department with certification of the period of time of such previous employment.

Section 21.3 Vacation leave will be scheduled as follows:

- A. Vacation selection will be based on unit seniority between January 1st and February 1st of each year. Beginning February 1st, vacation selection will be determined by the date the request is submitted. The Employee who submits his vacation request the earliest will be granted leave as long as his request is otherwise in compliance with this Article.
- B. The Employee can use vacation in not less than 4 hour increments.
- C. The Employer can refuse to grant vacation leave that is requested less than 14 calendar days in advance. The Employer also may refuse to grant vacation leave if circumstances dictate that it needs to retain a sufficient number of Employees to maintain its services for the City's residents.

Section 21.4 Any observed holidays that occur during an approved vacation period will not be counted as vacation time.

Section 21.5 Sick leave will not be approved for illnesses occurring while on vacation status. Vacation hours will be counted as "hours worked" for purposes of calculating overtime.

Section 21.6 Full-time Employees can accrue vacation up to 2 times their annual accrual rate. Full-time Employees cannot carry a vacation balance in excess of 2 times their annual accrual rate beyond December 31 of each applicable year. If a full-time Employee has accrued vacation in excess of 2 times their annual rate, his vacation balance will be revised effective January 1 of each year to reflect a balance not to exceed 2 times the annual accrual rate.

Full-time Employees may submit an Excess Vacation Time Carryover Request Form to the City Manager no later than October 1 of each applicable calendar year to request permission to carryover vacation hours in excess of 2 times the annual rate. The request will include the following information 1) amount of vacation hours to be carried over, 2) the amount of vacation hours used in the current year, and 3) the specific reason why he is unable to consume the excess vacation.

Upon receipt of the Excess Vacation Time Carryover Request Form, the City Manager or designee will take the following actions; 1) validate the request based on operational reasons, or 2) jointly develop a vacation use plan with the Employee to ensure that the excess vacation is consumed prior to December 31. Any excess vacation carryover must be approved, in writing, by the City Manager.

Section 21.7 An Employee who has been employed by the City for a period of at least 1 continuous year and who resigns, retires, goes on disability, or dies is entitled to compensation at his current rate of pay for any earned but unused vacation leave to his credit at the time of separation, provided that all of the following has occurred:

1. He has successfully passed the probationary period.

2. He is not dismissed for just cause.
3. He gave at least 14 calendar days' written notice of resignation.
4. He has returned all City property and completed an exit interview. He then will be compensated for unused vacation accrued at his monthly rate for the months worked during the calendar year that he terminates employment. Employee will not be reimbursed for vacation time that was credited the first pay period of that year in advance of what would have been accrued monthly for the months actually worked.

Section 21.8 An Employee may request additional vacation pay in lieu of taking vacation leave. Approval of vacation buy back is subject to all of the following conditions:

1. Employee shall have completed at least 7 years of continuous City service (no credit for prior service with the State of Ohio or one of its political subdivisions).
2. Employee shall have already taken a minimum of 50% of his annual vacation accrual for the calendar year and taken all personal days.
3. Employee may apply for a maximum of 7 days of vacation pay each year in lieu of taking vacation.

Section 21.9 Employees may donate accrued vacation time to other full-time City employees eligible to accrue and use sick leave. The intent of the leave donation program is to allow Employees to voluntarily provide assistance to their eligible co-workers who are in critical need of leave due to the serious illness of the full-time employee. Only vacation time may be donated. Sick leave may not be donated. This policy does not supersede, replace, or supplement entitlement programs (e.g., workers comp, disability or retirement benefits). Rather, those programs are governed by the applicable statutory laws and/or formal plan documents.

An Employee may be paid donated leave at a rate not to exceed the maximum number or hours he is scheduled to work each pay period, provided that:

- A. He has a serious illness or injury, or has an immediate family member who has such a serious illness or injury;
- B. All individual donor forms, available in the personnel department, have been submitted and approved by the City;
- C. The Employee has exhausted all other available paid leave (sick, vacation, personal days, comp time); and
- D. Maximum donated vacation leave shall not exceed 24 weeks.

Donated time is made on a voluntary basis and must be made in 4 hour increments. Donated time shall not be returned to the donating Employee once it has been donated to a co-employee.

Employee recipients are considered to be in active status while using donated leave and accrue their own paid leave at the applicable rates. Such accrued leave must be used in the following pay period before additional donated leave is credited. Donated leave shall never be converted into a cash benefit under any circumstances.

ARTICLE 22

LEAVES OF ABSENCE

Section 22.1

A. Court Leave

When an Employee is required to serve on a jury or as a subpoenaed witness in any court of law or equity or administrative tribunal, such Employee shall be granted leave of absence with pay and without loss of his seniority for each day that he is required to perform such services. He shall promptly notify the Employer as soon as he learns that he has been called for jury duty or has been subpoenaed as a witness. An Employee released from jury duty/witness service prior to the end of his scheduled work day shall report to work for the remaining hours of his shift. Any compensation received for said jury duty/witness service shall be turned over to the Employer.

The Employer, however, will not pay Employees who appear 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, personal days, or vacation at the discretion of the Employer, provided the Employee has available leave. An Employee shall request prior approval for court leave in order for such leave to be granted.

B. Military Leave

Employees will receive leave according to applicable Ohio, federal law, and the provisions of Chapter 600.3 of the Lebanon City Employee Manual--as may be changed from time to time.

C. Funeral Leave

Each full-time Employee, who has completed his probationary period, shall receive pay for the time necessarily lost from work, up to a maximum of 3 consecutive workdays due to attending a funeral of the Employee's spouse,

parent (in-laws) (step), child (step), brother or sister, grandparent, grandchild, legal guardian, or other person who stands in place of the Employee's parent.

Funeral leave of one work day lost may be granted when a death occurs to any other relative or friend of the Employee upon prior written approval of the Department Director and the City Manager (up to a maximum of 2 work days per calendar year).

Pay for such time necessarily lost will be for the hours (not to exceed 8) such Employee was regularly scheduled to work on that work day at the Employee's straight time hourly rate. Written verification of the relationship, the date of death, and the funeral time and place must be provided by the Employee in order to be eligible for the payment. An Employee who intends to seek payment must notify the Department Director or designee of the family member's (or friend's) death and the date of the funeral as soon as possible in advance of absencing himself from work under this section.

ARTICLE 23

SICK LEAVE

Section 23.1 A full-time Employee may request sick leave for absences resulting from illness as described below. Sick leave may be requested for the following reasons:

1. Illness or injury of the Employee, a member of his immediate family, or a member of the Employee's household, where his attendance is reasonably necessary;
2. Exposure of Employee, a member of his immediate family, or a member of the Employee's household to a contagious disease which would have the potential of jeopardizing the Employee's health or the health of others;
3. Medical, dental, or optical examinations or treatment of an Employee, a member of his immediate family, or a member of the Employee's household;
4. Pregnancy, childbirth, and/or related medical conditions; or
5. Any other reason that would meet the requirements of the Family and Medical Leave Act ("FMLA"). An otherwise eligible Employee's FMLA 12 week leave entitlement (or 26 weeks if the FMLA leave is needed to care for a covered service member) also shall run concurrent with any applicable sick leave hours when the Employee's (or applicable family member's) medical condition meets the criteria for a "Serious Health Condition," or a

“serious illness or injury” with regard to covered servicemember FMLA leave.

- Section 23.2 For the purposes of this policy, “immediate family” is defined as only: mother, father, brother, sister, child, spouse, grandparent, grandchild, stepchild, foster child, legal guardian or other person who stands in the place of a parent with the approval of the City Manager or designee.
- Section 23.3 The City maintains the right to investigate any Employee’s absence. Employees may be required to furnish proof of illness as evidence by a physician’s statement, or other satisfactory written statements of the Employee as required by the City Manager or designee.
- Section 23.4 All full-time Employees who work on average a 40-hour work week shall accrue 4.6 hours of sick leave per pay period. Sick leave hours will be counted as “hours worked” for purposes of computing overtime.
- Section 23.5 Any Employee requesting sick leave must inform his supervisor within the prescribed time frame established by the department/division rules and regulations. The Employee must give a satisfactory reason for his sick leave and location of convalescence, if different than the home address. He also must be available to be reached by telephone or cell phone.
- Section 23.6 Vacation leave, personal days, and compensatory time (if applicable) also may be used for sick leave purposes at the Employee’s request and with the approval of the City Manager. The first 12 weeks of paid leave (vacation, personal days or sick leave) will be counted against the 12 week FMLA period. Employees who are unable to return to work after exhausting all paid leave may apply for an unpaid medical leave of absence or may be eligible for unpaid FMLA leave -- to the extent the 12 week FMLA period has not expired.
- Section 23.7 Employees shall schedule medical and dental appointments to minimize interference with work hours. To keep lost work time to a minimum, the Employee should schedule appointments for early or late in the day. Employees should request only as much time as is needed to attend and return from the scheduled appointment, including reasonable travel time.
- Section 23.8 In (non-FMLA) sick leave situations, if the City questions an Employee’s fitness to return to work, the Employee will be required, prior to returning to work, to submit a physician’s certification confirming his ability to perform the essential functions of the position, with or without a suggested accommodation. The City reserves the right to require an Employee to remain on sick leave until such time as the Employee is fully released to perform all of his essential functions, with or without a suggested accommodation. Return to limited or light duty will be permitted only upon the recommendation from the Department Director and approval by the City Manager.

An Employee returning from FMLA-covered sick leave for his own serious health condition will be required to submit a Fitness for Duty Certification, as set forth in the City's FMLA policy. That certification, in turn, must certify that the Employee is able to resume work and must specifically address his ability to perform the essential functions of his job.

Section 23.9 Employees absent on approved sick leave shall be paid at their regular hourly rate for all regularly scheduled work hours missed.

Section 23.10 If sick leave is denied and as a result the Employee has been overpaid, such overpayment shall be deducted from the Employee's next paycheck, and the Employee's sick leave balance shall be restored.

Section 23.11 An Employee fraudulently obtaining sick leave, abusing sick leave, or falsifying sick leave records, shall be subject to disciplinary action, up to and including discharge.

Section 23.12 Payment Upon Separation. An employee who retires from employment with the City of Lebanon shall be entitled to receive payment for accumulated sick leave of 50% of such accumulated sick leave up to 1,040 hours accumulated, and 10% for over 1,040 accumulated sick leave hours. The employee shall also receive payment for all accumulated but unused vacation. In the event an employee dies while being employed by the City of Lebanon and the employee qualifies for his respective retirement/pension fund, the employee's estate shall be paid for such accumulated time. Payment of accumulated leave shall be paid at the employee's rate of pay at the time of retirement or death.

ARTICLE 24

INSURANCE

Section 24.1 Full-time bargaining unit Employees will continue to be eligible for the same group medical and dental insurance coverage under the same terms and conditions (which may be changed from time to time by the City) the City provides to Classified, Non-Exempt, employees.

Section 24.2 The City shall select the insurance carrier or carriers to provide the insurance benefits described above and may change the carrier from time to time for any or all or some portion of such insurance benefits, as the City may, in its sole discretion, decide. If the City determines it is necessary to change carriers or any or all or some of the insurance benefits, it will meet with the Union and discuss the planned changes before they are implemented.

Section 24.3 The Employer shall provide, to each full-time Employee, group term life insurance coverage with a death benefit of \$50,000.00, payable to the Employee's spouse, the designated beneficiary, or the Employee's estate.

Section 23.4 The Employer shall indemnify and hold harmless an Employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the Employee in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, as defined in Ohio Revised Code Section 2744.01, if at the time of the act or omission the Employee was acting in good faith and within the scope of his employment or official responsibilities.

Section 24.5 A dispute between any eligible Employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance and arbitration procedures provided for in the Agreement between the Employer and the Union.

Section 24.6 The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Employer or to the Union; nor shall such failure be considered a breach by the Employer or the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the Employer, Union, eligible Employee, or beneficiary of any eligible Employee.

Section 24.7 The Employer and Union agree that the above-referenced insurance plans including eligibility, waiting periods, participation, coverage, benefit levels, and limitations, exclusions, and other requirements and provisions are set forth in, and governed by, the formal plan documents.

ARTICLE 25

DRUG FREE WORK PLACE

Section 25.1 The Union agrees with and supports the City's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to the drug/alcohol testing policy in place at the ratification of this Agreement (Chapter 300.16 of the Employee Manual – which the City may change from time to time) or that is developed thereafter consistent with the CDL regulations and the Ohio Bureau Workers Compensation guidelines that permit the highest discount to the City. If the City determines it is necessary to make major changes to its drug/alcohol testing policy, it will meet with the Union and discuss the planned changes before they are implemented.

ARTICLE 26

BULLETIN BOARDS

- Section 26.1 The City will provide 3 bulletin boards, one at the Fleet Maintenance Shop, one at the Mechanics Garage, and one at the Cemetery Maintenance Garage, for use by the Union and bargaining unit Employees. Each bulletin board will be no less than 2 feet by 3 feet in size.
- Section 26.2 The Union may post on the board material relating to recreational and social events applicable to Employees; elections or election results; general membership meetings and other related business meetings; and/or general Union business of interest to Employees. All such material must be signed and dated by a Union representative. No posted material shall contain any language or visuals that is: political; critical of the City, any City official, any City employee, or any other person or entity; or comments upon a candidate for public or union office.
- Section 26.3 Upon notice of a violation of Section 26.2, the Union immediately shall remove the offending material.

ARTICLE 27

MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS

Section 27.1 Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions. Therefore, the Employer and the Union for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

If any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto.

All sections of this Agreement that are inconsistent with Ohio law are intended to supersede Ohio law, in accordance with Chapter 4117 of the Ohio Revised Code. The parties agree that some sections of the Agreement may specifically identify certain Ohio laws that are superseded and others may not. If a section does not specifically indicate that Ohio law is superseded, that section shall nevertheless be interpreted to supersede Ohio law.

In the event of invalidation of any Article or Section, as described in this Agreement, the parties agree to meet, if requested in writing, within 30 calendar days of such request for the purpose of renegotiating said Article or Section by good faith negotiations up to and through the impasse procedure as provided under Ohio Revised Code § 4117.

ARTICLE 28

SENIORITY

Section 28.1 Definition: Seniority shall be defined as the length of continuous service measured in years, months, and days that an Employee has accumulated as an Employee in the service of the City of Lebanon from his most recent date of hire.

Section 28.2 Accrual: An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work as an Employee.

Section 28.3 Loss of Seniority: An Employee's seniority and employment status shall terminate when he:

- A. terminates voluntarily;
- B. is discharged for just cause;
- C. has not worked for a consecutive period in excess of 365 calendar days or in excess of his length of seniority as of his last day worked, whichever is the lesser time period;
- D. fails to report to work at the termination of an authorized leave of absence;
- E. fails to notify the Employer of his intent to return to work on a recall from layoff, within 5 calendar days after the Employer has sent notice to him to return by letter with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.
- F. is absent for 2 consecutive scheduled work days without a reason acceptable to the Employer and without notifying the Employer of that reason within that two work day time period unless the failure to so notify the Employer within that period is due solely to unusual circumstances that the Employer concludes is beyond the Employee's control;
- G. retires;

H. has been laid off for a period in excess of 730 calendar days without being recalled.

Section 28.4 Application: Seniority will be applied to those benefits (vacation and longevity pay) where seniority is a factor.

Section 28.5 The City will provide the Union with 2 copies of a seniority list within 30 calendar days after the effective date of this Agreement. That list will include the Employee's name, job classification, and last date of hire with the City. The City also will provide the Union with a current seniority list on the first work day of each applicable year of this Agreement.

ARTICLE 29

SAFETY

Section 29.1 The City will strive to provide safe working conditions, tools, equipment, and work methods for Employees.

Section 29.2 The City and the Union will work together to see that all safety rules are obeyed and safe working methods are utilized by all Employees. It is the Employees' duty to obey all safety rules and utilize safe methods as directed by the City. Violation of safety rules and failure to utilize safe methods will be considered the same as a violation of any other Division rule under Article 9, Discipline.

Section 29.3 If an Employee feels the equipment assigned for his use is not suitable for use, the Employee shall immediately report it to his supervisor for a determination by supervisor of whether or not it should be used.

Section 29.4 All Employees shall immediately report unsafe or defective equipment to the Department Director, in writing, and the Employee shall receive a copy of this report for his records.

Section 29.5 All Employees are responsible, at the end of any given workday, for cleaning equipment used.

Section 29.6 The City, in its sole discretion, may provide safety training for all Employees on an annual basis.

Section 29.7 Quarterly, or on a more frequent basis as determined by the Department Director, the Public Works Division will conduct a 30 minute meeting (at a date/time determined by the City) to discuss general or safety topics.

ARTICLE 30

LAYOFF AND RECALL

- Section 30.1 The Employer, in its sole discretion, may lay off Employees in the bargaining unit. The City will lay off probationary Employees, regular part-time Employees, and/or intermittent full-time Bargaining Unit Employees before full-time employees are laid off. If the Employer determines it is necessary to lay off and/or reduce the number of hours of work of one or more full-time Employees in a particular job classification, then the Employer shall lay off and/or reduce the number of hours of work of the Employees in that job classification by seniority (as defined in Article 28, seniority). Seniority, as defined in Article 28, shall be used to determine which Employee(s) in that job classification shall be laid off and/or have his hours of work reduced. For layoffs initially determined to last more than 7 calendar days, it will notify the affected Employee(s) no less than 14 calendar days in advance of the effective date of the layoff. Otherwise, it will give as much notice as it determines is practicable. The City will notify the Union, in writing, of the reason(s) for the layoff no later than 14 calendar days prior to the effective date of the layoff.
- Section 30.2 Employees who are laid off shall be placed on a recall list for a period of 730 calendar days. If there is a recall, Employees who still are on the recall list shall be recalled, in the inverse order of their layoff provided they are presently qualified to perform the work in the classification to which they are recalled. Any recalled Employee requiring additional training to meet new position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within 365 calendar days of the recall.
- Section 30.3 Notice of recall shall be sent to the Employee by certified mail or hand delivered to the Employee's last known residence. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the Employee.
- Section 30.4 The recalled Employee shall have 5 calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of his intention to return to work and shall have 14 calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.
- Section 30.5 An Employee who is laid off in excess of 365 calendar days shall be paid for all accrued but unused vacation leave or any other accrued and applicable paid leave that legally would be payable upon termination.

ARTICLE 31

WAIVER IN CASE OF EMERGENCY

Section 31.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County Sheriff, the City Manager of the City of Lebanon, or the federal or Ohio Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. time limits for the processing of grievances; and,
- B. all work rules and/or agreements and practices relating to the assignment of Employees.

Upon the termination of the emergency, and 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 the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 32

TUITION REIMBURSEMENT

Section 32.1 Full-time employees who have completed their Probationary Period are eligible to participate in the City's Tuition Reimbursement Program (Chapter 400.9 of the Employee Manual) which the City may change from time to time or discontinue.

ARTICLE 33

CERTIFICATIONS AND LICENSES

Section 33.1 Upon presentation of an applicable invoice, the Employer will pay the pesticide certification, re-certification, and license renewal for Employees who are required to maintain those certifications/licenses as part of their job.

Section 33.2 Upon receipt of proof of payment, the Employer will reimburse the cost of a Commercial Drivers License ("CDL"), and any renewals, for those Employees who are required to maintain a valid CDL -- provided they are actively employed by the City when they present proof of payment to the Employer.

Section 33.3 Any Employee must maintain all certifications and licenses that he held when he was hired or that he obtained during his City employment. An Employee who fails to maintain such certifications and licenses will be subject to discipline, up to and including termination.

ARTICLE 34

MILEAGE

Section 34.1 An Employee required to use his personal vehicle on official City business or to travel from one worksite to another will be reimbursed for mileage equal to the then current I.R.S. rate for business mileage. An Employee shall not receive mileage reimbursement for driving from home to the initial worksite (or base work area) and from the final worksite (or base work area) to home.

ARTICLE 35

JOB DESCRIPTIONS

Section 35.1 Within 30 calendar days after the effective date of this Agreement, the City will provide the Union with copies of job descriptions (which the City may change from time to time) for all classifications in the bargaining unit.

Section 35.2 If the City, in its sole discretion, revises a written job description(s), it will provide the Union, as well as the affected Employee(s), with a copy of revised job description, no later than 7 calendar days before it/they became effective.

ARTICLE 36

NEW CLASSIFICATION

Section 36.1 If the City, in its sole discretion, decides to create a new classification that may be included in the certified bargaining unit ("Unit"), then it will notify the Union to determine whether that new classification should be included in the Unit. Any dispute as to whether the new classification should or should not be included in the Unit will be addressed through SERB -- as provided under Ohio Revised Code §4117. If the new classification is included in the Unit, then the City will negotiate with the Union about the applicable pay rate for that new classification. If no agreement is reached over the applicable pay rate, then the parties will utilize the applicable impasse procedure as provided under Ohio Revised Code §4117.

ARTICLE 37

YMCA

Section 37.1 All full-time Employees will receive the same discount (if any) offered by the YMCA to the City's Classified, Non-Exempt, employees.

ARTICLE 38

DEFERRED COMPENSATION PROGRAM

Section 38.1 All full-time Employees may elect to participate in the Deferred Compensation Program pursuant to the terms of that program which may be changed by the City from time to time or discontinued.

ARTICLE 39

OHIO PUBLIC EMPLOYEE RETIREMENT SYSTEM

Section 39.1 All City Employees, except for those specifically exempted by statute, are required to participate in the Ohio Employees Retirement System ("OPERS").

ARTICLE 40

DIRECT DEPOSIT

Section 40.1 Direct deposit of Employee paychecks is available and can be coordinated through the payroll/personnel department.

ARTICLE 41

COMPUTING TIME

Section 41.1 In computing any period of time prescribed by this Agreement, the day of the act, event, or occurrence from which the designated period of time begins to run shall not be included. If the last day of a designated period ends on a Saturday, Sunday,

or recognized City holiday, then the designated period shall extend to the next calendar day which is not a Saturday, Sunday, or recognized City holiday.

ARTICLE42

DURATION

- Section 42.1 This Agreement shall be effective as of midnight on the 8th day of April, 2020 and shall remain in full force and effect until midnight on the December 31, 2023.
- Section 42.2 If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than 90 calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent.
- Section 42.3 The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining. In addition that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement supersede any prior agreement and constitute the entire Agreement between the Employer and Union and all prior agreements, either oral or written are hereby canceled.

IN WITNESS WHEREOF, the City and the Union have duly executed this Agreement on the dates set forth below.

FOR THE UNION:

FOR THE CITY OF LEBANON:

Chris Swank, President Local 363

Scott Brunka, City Manager

Scott Dane, Negotiating Committee

Date

AFSCME Staff Representative

Approved as to form:

Date

Mark Yurick, City Attorney

Date

Date Presented: 09-21-2021
Union Package Proposal Number: Two (2)

AFSCME Local 363, AFL-CIO And
AFSCME, OHIO COUNCIL 8, AFL-CIO
AND
City of Lebanon

The Union Proposes That:

ARTICLE 7: ~~DUES DEDUCTION UNION SECURITY~~

Section 7.1 Union Membership. Subject to the provisions in Sections 7.2 and 7.3 below, all Employees covered by this Agreement who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing. All Employees hired after the effective date of this Agreement may become and remain members in good standing. A member in good standing is defined as an Employee who tenders the periodic dues, initiation fees, and assessments uniformly required as a condition of acquiring and maintaining membership in the Union.

Section 7.2 Member Dues Check-Off. The Employer agrees to deduct Union membership dues from the paychecks of Employees who are members of the Union. ~~This obligation shall commence upon the successful completion of the probationary period or 60 calendar days following the beginning of employment, whichever is less.~~ The deduction shall be made on a bi-weekly basis. The deduction shall be in the amount certified by the Union to the Employer. No deduction shall be made from the pay of any Employee unless and until the Union furnishes to the City Manager a payroll deduction form signed and dated by the Employee member of the Union voluntarily authorizing the deduction. The membership due deduction shall be made by the Employer from each Employee during the term of this Agreement, **under the terms set forth in Section 7.3 of this agreement.** ~~unless the Employee revokes the authorization by written notice to the City Manager and Treasurer of the Local Union during the first 10 calendar days of the 30 calendar day period preceding the termination of this Agreement or the Employee's City employment terminates.~~

Section 7.3 Fair Share Fee. ~~Bargaining Unit Employees who choose not to become members of AFSCME shall, as a condition of continued employment, within 60 calendar~~

days of the effective date of this Agreement (or within 60 calendar days of their date of hire), pay to AFSCME a Fair Share Fee. This provision shall not require any Employee to become or remain a member of AFSCME, nor shall the Fair Share Fee exceed the dues paid by members of AFSCME in the same bargaining unit. AFSCME is responsible for notifying the Employer of the Fair Share Fee amount. AFSCME shall comply with Ohio Revised Code Section 4117.09(C) and any applicable regulations regarding Fair Share Fees and rebate procedures. Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership for a period of one year from the date of execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

Section 7.4 Forwarding of Dues/Fees. The City will forward all applicable membership dues and Fair Share Fees collected to AFSCME's designated financial officer, the Controller of Ohio Council 8, at 6800 M. High Street, Worthington, Ohio 43085. Along with forwarding those membership dues and/or Fair Share Fees, the City also will forward a list of names and addresses of all Employees whose membership dues and/or Fair Share Fees have been deducted.

Section 7.5 Indemnification. The Union shall indemnify and hold harmless the Employer (and all City employees involved in the payroll process) from any claims made against the Employer arising out of this Article and from any and all costs and expenses arising out of any such claims.

Section 7.6 **The employer shall place back on check-off those employees who return to the active payroll from a leave of absence, layoff, suspension, or who have transferred from one department to another department but have an active Union card on file.**

Section 7.7 The Employer will notify the Union Staff Representative and Local President via electronic mail should a termination, promotion, transfer, layoff, leave of absence, return from leave of absence, suspension, temporary assignment, or notice of retirement, occur. When notifying the Staff Representative and Local President the notice shall include the name of the employee(s), his/her current position and new position (if applicable) and the effective date of the action.

For the Union

For Management

For the Union

For Management

Date

AFSCME Local 363, AFL-CIO And
AFSCME, OHIO COUNCIL 8, AFL-CIO
AND
City of Lebanon

The Union Proposes That:

ARTICLE 9: DISCIPLINE

Section 9.1 The employment of every Employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service (except probationary Employees who are governed by Article 6). No Employee shall be reduced in pay and position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any Employee in the bargaining unit only for just cause. In addition to disciplinary action as set forth in this Article, the Employer may take this type of action for actions occurring while the Employee is on duty, in instances where the Employee's conduct violates his oath of office, or while off-duty representing himself as an Employee of the City of Lebanon, or if the conduct impacts the Employee's ability to perform his job or be trusted. He may not be disciplined for actions on his own personal time that do not reflect directly on the City, or do not violate any local, state, or federal laws, or City rules and/or regulations.

Forms of disciplinary action are:

- A. Oral reprimands (written record)
- B. Written reprimand
- C. Suspension without pay
- D. Reduction in pay or position
- E. Discharge from employment

Section 9.2 Among other things, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming an Employee or any other acts of misfeasance, malfeasance, or nonfeasance, or violations of local, state, or federal law or the City's rules and/or regulations shall be just cause for disciplinary action up to and including termination.

Section 9.3 Whenever the Employer determines that an Employee may be disciplined for cause (excluding oral reprimands, written reprimands, or any action concerning probationary Employees), a pre-disciplinary hearing will be scheduled to give the Employee an opportunity to offer an explanation of the alleged misconduct.

Section 9.4 Pre-disciplinary hearings will be conducted by the City Manager or designee.

Section 9.5 Not less than 72 hours prior to the scheduled starting time, the Employer will provide to the Employee a written outline of the charges which may be the basis for disciplinary action. The formal charge of misconduct shall, regardless of its point of origin: (a) be placed in writing; (b) specify the misconduct; and (c) disclose the witnesses to be relied upon (other than as rebuttal witnesses) – except in cases in which the City Manager or designee determines that the identity of a witness shall not be disclosed in advance. In such a case, a continuance will not be opposed by the Employer once the identity is disclosed. The Employee may choose to:

- 1) Appear at the hearing to present an oral or written statement in his defense with a Union representative also present;
- 2) Appear at the hearing and have a Union representative present an oral or written statement in defense of the Employee;
- 3) Appear at the hearing and request that legal counsel be present; or
- 4) Elect to waive (in writing) the opportunity to have a pre-disciplinary hearing.

Section 9.6 The Employee must elect to exercise, in writing, the options listed above concerning a pre-disciplinary hearing. An Employee may elect to waive any or all of his rights concerning disciplinary procedures, but the waiver must be in writing.

Section 9.7 At the pre-disciplinary hearing, the City Manager or designee will ask the Employee or his representative to respond to the allegations of misconduct which were outlined to the Employee.

Section 9.8 At the pre-disciplinary hearing, the Employee and Employer may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The Employer may be represented by any person(s) it chooses. The Employee shall provide a list of witnesses to the City Manager or designee as far in advance as possible, but no later than 24 hours prior to the pre-disciplinary hearing. It is the Employee's responsibility to notify his witnesses that he desires their attendance at the pre-disciplinary hearing.

Section 9.9 The Employee or his representative and the Employer and its representative will be permitted to cross-examine witnesses. A written report will be prepared by the City Manager or designee which will contain a finding of whether or not the alleged misconduct occurred. The City Manager or designee will decide what discipline, if any, is appropriate. A copy of the City Manager's findings will be provided to the Employee within 14 calendar days following the hearing.

Section 9.10 Pre-disciplinary hearings shall be tape recorded. A copy of the recording may be furnished to the Employee, at the Employee's request, within 48 hours of the close of the hearing. The Employee may also record the hearing. All disciplinary action, except for oral reprimands, may be appealed through the grievance procedures outlined in this Agreement.

Section 9.11 Employees participating in an administrative investigation shall be advised that refusing to answer questions or refusal to answer truthfully could lead to disciplinary action for insubordination, up to and including termination.

Section 9.12 ~~In issuing discipline, the City may~~ **Except in instances wherein the employee is charged with serious misconduct, discipline shall ordinarily be corrective, not punitive in nature, and will be applied in a progressive and uniform manner. Progressive discipline shall take into account all surrounding facts and circumstances of an event, including but not limited to the nature of the violation, the Employee's record of discipline, and the Employees performance record and years of service.** ~~take into account the nature of the violation, the Employee's record of discipline, and the Employee's performance record.~~

Section 9.13 Any Employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on unpaid leave of absence without pay until resolution of the court proceedings. An Employee may use accrued but unused vacation time during the leave. An Employee found guilty by the trial court of a felony shall be summarily discharged and shall have no recourse through the grievance or arbitration procedures. Where the charges are reduced to a misdemeanor or the Employee is found innocent of the charges, the Employee may be subject to discipline pursuant to the terms of this Article.

Section 9.14 Provided no other disciplinary measures have been issued in that 2 year time frame, records of oral and/or written reprimands shall cease to have force and effect 2 years from the date of issuance and shall, upon the Employee's written request, be sealed in an unlabeled envelope in the official personnel file.

Section 9.15 Provided no other disciplinary measures have been issued in that 3 year time frame, records of suspensions of less than 30 calendar days shall cease to have force and effect 3 years from the date of issuance and, shall, upon the Employee's written request, be sealed in an unlabeled envelope in the official personnel file.

For the Union

For Management

For the Union

For Management

Date

Date Presented: 09-21-2021
Union Proposal Number: Two (2)

AFSCME Local 363, AFL-CIO And
AFSCME, OHIO COUNCIL 8, AFL-CIO
AND
City of Lebanon

The Union Proposes That:

ARTICLE 15: WAGES

Section 15.1 Full time bargaining unit employees will be paid at the hourly rates as outlined in the following chart effective April 8, 2020. Members shall then be eligible to progress through the various steps within the member's/employee's job classification each year on the anniversary date of their employment with the City of Lebanon, except for Step 7, in each classification. A full-time bargaining unit member may only progress to Step 7 within his/her job classification upon completion of all steps within the job classification, and additionally if that full time bargaining unit member has or during the course of this collective bargaining agreement successfully completes one of the four (4) following certifications:

1. ISA Certified Arborist- at the first level of certification,
2. Certified Parks and Recreation Professional ("CPRP"),
3. Road Scholar- at the first level of certification,
4. Automotive Service Excellence ("ASE") certification.

Additionally, any employee assigned as the Streets, Parks & Cemetery Supervisor as of the effective date of this collective bargaining agreement (January 1, 2018) shall be eligible to progress to Step 7 of that wage table rate within that job classification without acquiring or maintaining any additional certification listed in this Article 15.

<u>2020 Wage Table</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>Municipal Service Worker II</u>	<u>\$16.41</u>	<u>\$17.07</u>	<u>\$17.75</u>				
<u>Municipal Service Worker III</u>	<u>\$18.37</u>	<u>\$19.10</u>	<u>\$19.87</u>	<u>\$20.66</u>	<u>\$21.49</u>	<u>\$22.35</u>	<u>\$23.46</u>
<u>Municipal Service Worker Crew Leader</u>	<u>\$23.55</u>	<u>\$24.26</u>	<u>\$24.98</u>	<u>\$25.73</u>	<u>\$26.51</u>	<u>\$27.30</u>	<u>\$28.67</u>
<u>Mechanic</u>	<u>\$24.06</u>	<u>\$24.78</u>	<u>\$25.53</u>	<u>\$26.29</u>	<u>\$27.08</u>	<u>\$27.89</u>	<u>\$29.50</u>
<u>Streets, Parks, and/or Cemetery Supervisor & Chief Mechanic</u>			<u>\$29.00</u>	<u>\$29.87</u>	<u>\$30.77</u>	<u>\$31.69</u>	<u>\$33.27</u>

<u>2021 Wage Table w/2.75% Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>Municipal Service Worker II</u>	<u>\$16.86</u>	<u>\$17.54</u>	<u>\$18.24</u>				
<u>Municipal Service Worker III</u>	<u>\$18.87</u>	<u>\$19.63</u>	<u>\$20.41</u>	<u>\$21.23</u>	<u>\$22.08</u>	<u>\$22.96</u>	<u>\$24.11</u>
<u>Municipal Service Worker Crew Leader</u>	<u>\$24.20</u>	<u>\$24.92</u>	<u>\$25.67</u>	<u>\$26.44</u>	<u>\$27.23</u>	<u>\$28.05</u>	<u>\$29.45</u>
<u>Mechanic</u>	<u>\$24.72</u>	<u>\$25.46</u>	<u>\$26.23</u>	<u>\$27.01</u>	<u>\$27.82</u>	<u>\$28.66</u>	<u>\$30.31</u>
<u>Streets, Parks & Cemetery Supervisor & Chief Mechanic</u>			<u>\$29.80</u>	<u>\$30.69</u>	<u>\$31.61</u>	<u>\$32.56</u>	<u>\$34.19</u>

<u>2022 Wage Table</u> <u>w/3.00% Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>Municipal Service Worker II</u>	<u>\$17.37</u>	<u>\$18.06</u>	<u>\$18.78</u>				
<u>Municipal Service Worker III</u>	<u>\$19.44</u>	<u>\$20.22</u>	<u>\$21.02</u>	<u>\$21.86</u>	<u>\$22.74</u>	<u>\$23.65</u>	<u>\$24.83</u>
<u>Municipal Service Worker Crew Leader</u>	<u>\$24.92</u>	<u>\$25.67</u>	<u>\$26.44</u>	<u>\$27.23</u>	<u>\$28.05</u>	<u>\$28.89</u>	<u>\$30.34</u>
<u>Mechanic</u>	<u>\$25.46</u>	<u>\$26.23</u>	<u>\$27.01</u>	<u>\$27.82</u>	<u>\$28.66</u>	<u>\$29.52</u>	<u>\$31.22</u>
<u>Streets, Parks, and/or Cemetery Supervisor & Chief Mechanic</u>			<u>\$30.69</u>	<u>\$31.61</u>	<u>\$32.56</u>	<u>\$33.54</u>	<u>\$35.21</u>

<u>2023 Wage Table</u> <u>w/2.50% Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>Municipal Service Worker II</u>	<u>\$17.80</u>	<u>\$18.51</u>	<u>\$19.25</u>				
<u>Municipal Service Worker III</u>	<u>\$19.92</u>	<u>\$20.72</u>	<u>\$21.55</u>	<u>\$22.41</u>	<u>\$23.31</u>	<u>\$24.24</u>	<u>\$25.45</u>
<u>Municipal Service Worker Crew Leader</u>	<u>\$25.55</u>	<u>\$26.31</u>	<u>\$27.10</u>	<u>\$27.92</u>	<u>\$28.75</u>	<u>\$29.62</u>	<u>\$31.10</u>
<u>Mechanic</u>	<u>\$26.10</u>	<u>\$26.88</u>	<u>\$27.69</u>	<u>\$32.40</u>	<u>\$29.38</u>	<u>\$30.26</u>	<u>\$32.00</u>
<u>Streets, Parks, and/or Cemetery Supervisor & Chief Mechanic</u>			<u>\$31.46</u>	<u>\$32.40</u>	<u>\$33.37</u>	<u>\$34.38</u>	<u>\$36.09</u>

Additionally, any employee assigned as the Streets, Parks & Cemetery Supervisor as of the effective date of this collective bargaining agreement (January 1, 2018) shall be eligible to progress to Step 7 of that wage table rate within that job classification without acquiring or maintaining any additional certification listed in this Article 15.

Section 15.2 Effective April 8, 2020 the pay rates established in the above wage tables will be established for all full-time members of the bargaining unit. As indicated in the wage tables, rates established on April 8, 2020 shall be increased by 2.75% effective January 1, 2021, will be increased by an additional 3.0% effective January 1, 2022, and will be increased by 2.5% effective January 1, 2023. Part-time bargaining unit employees shall receive concurrent annual percentage increases as established above for years 2021, 2022, and 2023 of this collective bargaining agreement.

Section 15.3 Full-time bargaining unit employees shall progress through the various steps within their job classifications as set forth in the wage tables up to and including Step 6 on the annual anniversary date of their City employment. To be eligible for progression to Step 7, a full-time bargaining unit employee must obtain one of the four (4) certifications set forth below and in Section 15.1. After an employee obtains one of the four (4) certifications, the employee shall be eligible to progress up to Step 7 within his/her job classification at the next pay period following proof of certification provided to the Employer, in the manner set forth below:

ISA Certified Arborist- at the first level of certification - two (2) step increase;

Certified Parks and Recreation Professional ("CPRP) - two (2) step increase;

Road Scholar- at the first level of certification - two (2) step increase;

Automotive Service Excellence ("ASE") - one (1) step increase.

Any employee who obtains two of the above referenced certifications shall receive a three (3) step increase.

Bargaining unit employees who are at Step 6 when obtaining one of the four (4) approved certifications shall be moved up to step 7 at the next pay period following proof of certification provided to the Employer, but shall not progress to the next job classification. Certifications do not stack. Employees are eligible for a

maximum two (2) step increases during the term of this collective bargaining agreement for obtaining one of the four (4) approved certifications and three (3) step increases during the term of this collective bargaining agreement for obtaining two or more of approved certifications.

The Employer agrees to pay bargaining unit employees who attend classes to obtain one of the above listed their normal rate of pay while attending class. No bargaining unit employee shall be unreasonably denied access to a class that is available during normal working hours. However, in the event that multiple employees request to attend the same class, or classes scheduled to occur at the same time on the same dates, Employer reserves the right to approve bargaining unit employees' attendance at these classes in a manner that ensures that operational needs of the City are met, with the most senior bargaining unit employee given priority to attend class over those bargaining unit employees with less seniority.

If a City vehicle is available to be driven by bargaining unit employees to attend the above referenced classes, a City vehicle will be provided for that purpose. However, if a City vehicle is not available for travel to and from classes, bargaining unit employees who attend classes will be reimbursed under the same rules as set forth in the City's employee handbook, as amended from time to time.

Section 15.4 Full- time bargaining unit employees in the job classification of Municipal Service Worker II will be promoted to Municipal Service Worker III, Step 1, following completion of their 30th month of satisfactory service.

Satisfactory service shall be measured at the time of the full-time bargaining unit employee's completion of their 30th month of City service. Any full-time bargaining unit employee who is rated as not having reached thirty (30) months of satisfactory service shall be re-assessed every quarter until that full time bargaining unit employee either reaches 30 months of satisfactory service and is promoted to Municipal Service Worker III, or that employee is no longer employed by the City.

Section 15.5 In addition to the four (4) above- referenced certifications, any full-time bargaining unit member in the position of MSW II, MSW III, MSW Crew Leader or Supervisor who obtains and maintains a Playground Inspection Certification shall receive a Fifty Cent (\$0.50) per hour wage increase. Any Mechanic or Chief Mechanic that obtains an Emergency Vehicle Technician (EVT) license shall receive a Fifty Cent (\$0.50) per hour wage increase. This Fifty Cent (\$0.50) hourly wage increase shall be added to the employee's current hourly rate and shall become that employee's "base rate" of pay for determining overtime pay, holiday pay, and other applicable wage rate calculations. This Fifty Cent (\$0.50) hourly wage increase shall be maintained at each subsequent step in the progression through the wage tables unless the employee fails the required re-certification process and cannot re-certify within a twelve (12) month period following such failure.

For the Union

For Management

For the Union

For Management

Date

AFSCME Local 363, AFL-CIO And
AFSCME, OHIO COUNCIL 8, AFL-CIO
AND
City of Lebanon

The Union Proposes That:

ARTICLE 16: HOURS OF WORK AND OVERTIME

This Article is intended solely to define an Employee's expected hours of work. This section does not constitute a guarantee by the City that such hours or any overtime shall in fact be worked.

Section 16.1 So long as the overtime provisions of the Fair Labor Standards Act ("FLSA"), as amended, are applicable to state and local governments, the Employer shall pay overtime in accordance with existing rules and regulations applicable to the FLSA. Work performed in excess of 40 actual hours in any work week shall be compensated at the rate of time and one-half of the Employee's regular rate of pay, according to FLSA.

Section 16.2 Definition. The standard work week shall normally consist of five (5) working days Monday through Friday that begin at 7:30am and end at 4:00pm, however, nothing contained in this agreement shall prevent the employer from scheduling other work hours based on operational needs. Full-time Employees generally will be scheduled to work 40 hours per work week. Except in emergency situations beyond the Employer's control, if the Employer decides to change the work days, work hours, and/or work shifts, a minimum of 3 calendar days posted notice shall be provided to the Employees affected by such change(s). Employees shall also be dressed for work and begin work at the start of their designated shift.

Section 16.3 Lunch Period. Instead of a 1/2 hour lunch period and two 15 minute rest breaks, Employees will receive a one hour lunch period during their regularly scheduled tour of duty, which generally begins at 7:30 a.m. Consistent with a normal work schedule, such periods shall begin within the 5-1/2 hour period following the start of the Employee's work day. If, in the opinion of the supervisor, it becomes necessary to postpone the lunch period, the regular work day may be shortened by the length of the normal lunch period. Lunch periods shall begin at the time the Employee ceases performing his assigned duties. The Employee is expected to be

at his work assignment ready to work at the end of the lunch period. There are no rest breaks.

Section 16.4 Assignment of Overtime. The Employer has the right to require Employees to work overtime. For purposes of assignment of overtime, said work shall be defined as:

- A. Response to contingency and emergency situations
- B. Scheduled overtime

Overtime opportunities will be distributed as equally as is practical among the employees regularly performing the work on which overtime is necessary. For overtime assignments known in advance, the Employer shall establish an overtime rotation list with the names of Employees who have volunteered for such work, based on classification, and the Employees on said list shall be ranked in order of seniority. The list shall be periodically updated or revised as needed. The Employer shall offer overtime to Employees on the applicable list in the order in which the Employees' names appear ranked with the most senior Employee at the top of the list.

When an overtime opportunity arises, the Employer shall contact the name of the Employee next appearing after the last Employee who accepted an overtime assignment on the list. If an Employee declines to accept an offer of overtime, or fails to answer a telephone call, the Employee will be deemed to have declined the overtime, and the Employer shall contact the next name on the overtime list. If no Employee on the applicable list accepts the overtime, the Employer shall assign it to the least senior Employee on the relevant list. Errors in the assignment of overtime will be rectified by the assignment of the next available overtime.

If the overtime work is of an emergency nature, the Employer may offer the overtime to the work crew or Employees performing the work at the close of the regular shift in lieu of the procedures set forth above. If no such Employees accept the overtime, the procedures set forth above shall apply.

Section 16.5 If any Employee is scheduled to work overtime but reports off for any reason, his scheduled overtime is cancelled and he shall not receive any otherwise applicable pay for that time off.

Section 16.6 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

Section 16.7 Basis for Computing Overtime Pay. A full-time Employee will receive overtime compensation for all actual hours worked in excess of 40 hours per week. The overtime rate of pay will be 1½ times the Employee's hourly straight time pay rate.

Section 16.8 Overtime Authorization and Reporting Procedures: Employees shall have prior and proper authorization to work in excess of their normally schedule shift. Overtime authorization shall be approved by the Department Director or designee. This includes but is not limited to special meetings, trainings, events, and other activities relating to the Employee's duties at the City. Employees that work an authorized overtime period shall complete, validate, and submit an Overtime Reporting Form with their Time Sheet and Payroll record.

Section 16.9 Stand-By Pay: ~~Employees~~**All full time bargaining unit members that are not a Chief Mechanic or below in the Maintenance division,** who volunteer for or are assigned and required to stand by for possible call-out during a 7 calendar day period will be considered to be on "stand by" status. Employees on "stand by" status during a 7 calendar day period will be paid 16 hours of straight time pay in addition to any other applicable amounts earned for any call-out as calculated in Section 16.10 below.

Full time bargaining unit members in the position of Chief Mechanic or below, in the Maintenance division, shall be put on stand-by status under the same working conditions and rate of pay as other members of the bargaining unit, except that for January 1 thru October 31, the normal weekly compensation for stand-by shall be paid at a rate of twelve (12) hours of the bargaining unit member's normal rate of pay.

If an Employee is scheduled for "stand by" status during a City recognized holiday, the Employee will receive an additional eight hours of paid time.

An employee shall not be required to sign up or be assigned to stand-by status unless at least five (5) or more employees have not voluntarily signed up for stand-by status. If less than five (5) employees have voluntarily signed up for stand-by status, the employer shall require full-time bargaining unit employees to be on stand-by status in the order of least seniority, by assigning and requiring the least senior full time bargaining unit employee not signed up for stand-by status and progressing through full- time bargaining unit employees in the order of least seniority until the Employer has assigned at least five (5) full- time bargaining unit employees to meet the required threshold of five (5) full-time bargaining unit employees on stand-by status.

Any full-time bargaining unit employee on stand-by status is expected to report to work within thirty (30) minutes of notice from Employer. However, should extenuating circumstances such as inclement weather or other conditions beyond the employee's control prevent the employee from responding within thirty (30) minutes of notice, the employee shall report to work within forty five (45) minutes of notice from the Employer. No bargaining unit employee shall be unreasonably disciplined for failure to report on time under this provision.

Section 16.10

- A. **“Stand-By Status” Call-Out Pay.** An employee assigned to stand-by status as outlined in Section 16.9 of this Agreement, and who is called back to work after completing his regular shift will be paid for hours worked at a rate of 1 ½ times the employee’s regular rate of pay and will be paid for a minimum of two (2) hours of work **unless they are called in to work on a Holiday. If an employee is called back to work on a Holiday, they will be paid for hours worked at a rate of two (2) times the employee’s regular rate of pay and will be paid for a minimum of two (2) hours of work.** Following the minimum two (2) hours paid at the overtime rate, any hours worked following a Call Out that fall within the regularly scheduled work day will be paid at the regular rate. If the work lasts longer than the minimum two (2) hours, the employee will be compensated at ~~1 ½ times his~~ **the rate of pay listed in this Section of the Agreement**, for all hours worked that do not fall within his regular scheduled work day.
- B. **“Off-Duty Status Call-Out Pay”.** An employee who is not assigned to stand-by status as outlined in Section 16.9 of this Agreement, and who is called back to work after completing his regular shift will be paid for hours worked at a rate of 1 ½ times the employee’s regular rate of pay and will be paid for a minimum of three (3) hours of work **unless they are called in to work on a Holiday. If an employee is called back to work on a Holiday, they will be paid for hours worked at a rate of two (2) times the employee’s regular rate of pay and will be paid for a minimum of three (3) hours of work.** Following the minimum three (3) hours paid at the overtime rate, any hours worked following an Off-Duty Call Out that fall within the regularly scheduled work day will be paid at the regular rate. If the work lasts longer than the minimum three (3) hours, the employee will be compensated at ~~1 ½ times his~~ **the rate of pay listed in this Section of the Agreement**, for all hours worked that do not fall within his regular scheduled work day.

Unless otherwise noted by Employer, any full-time bargaining unit employee called out to work while off duty is expected to report to work within thirty (30) minutes of notice from Employer. However, should extenuating circumstances such as inclement weather or other conditions beyond the employee’s control prevent the employee from responding within thirty (30) minutes of notice, the employee shall report to work within forty five (45) minutes of notice from the Employer. No bargaining unit employee shall be unreasonably disciplined for failure to report on time under this provision.

- C. If an employee is called out during any portion of the eight (8) hour period before his regularly scheduled shift start, and he subsequently has a good faith belief that he will be unable to perform the assigned duties during all or part of his regularly scheduled shift in a safe and competent manner, he may request to have his starting time delayed by the number of hours worked. This does not apply to prearranged overtime that starts within four (4) hours of regularly scheduled starting times, and which is contiguous with that starting time. Employees authorized to delay their start time will be paid at their regular rate of pay for the delayed hours that fall within their normal work hours.

Section 16.11 Any scheduled overtime that involves work that is normally performed by the full-time bargaining unit employees shall first be offered to all full-time bargaining unit employees on the overtime list before being offered to part-time or seasonal employees.

1. Section 16.12 "Snow Event Standard Operating Procedure." For any snow event that is forecasted to produce accumulating snow, a two (2) crew shift approach may be assigned, based on observable conditions, which will include staff members from several Departments within the city. **An MOU that outlines the staffing levels for each crew will be agreed upon by the City and the Union. This MOU will be furnished by either party to the other party, upon request with their most up to date version. Other rules that apply to any Snow Event shall be as follows:**

- A. Crew 1 will be the starting crew for each event that requires a two crew approach and will plan to work a maximum sixteen (16) hour shift with the understanding the shift hours may need to be shortened to account for time already worked within a twenty-four (24) hour period. Crew 2 will work an eight (8) hour shift following Crew 1. If a snow event is expected to be minor and/or observation of existing conditions for an accumulating event proves to be favorable, the Director of Public Works may assign the event to bargaining unit personnel only. In this situation, it is expected that bargaining unit members, with the appropriate rest time within a twenty-four (24) hour period, will be available for the standard eight-hour work day established in Section 16.2 of this agreement.
- B. By mid-October of each year, the 2 crews will be established for snow events by the Streets Supervisor and approved by the Director. Each crew will have a designated shift crew lead and the shift crew lead will be responsible for the field operations. Members from other Divisions/Departments outside of the bargaining unit but within the city will be used to fill the needed spots of each crew to fully staff the snow event.
- C. For the protection of staff and the public health and safety during a snow event, it is the intent to not have any staff member, working for more than sixteen (16) hours

within a rolling twenty four (24) hour period. It is the responsibility of the shift crew supervisor and each crew member to ensure the sixteen (16) hours is not exceeded. Responding crew members must take into account work hours performed within the previous twenty-four (24) hours.

- D. In cases where a snow event is expected to have a scheduled call-out within several hours of the end time of the standard eight-hour work day established in this Agreement in Article 16.2, and to insure crew members do not exceed sixteen (16) hours within a twenty-four (24) hour period, staff members of Crew 1 may be sent home early to obtain the necessary rest before the start of the event. To remain consistent with the procedures established within other bargaining agreements with the City, the city agrees to pay straight time pay for hours not worked when a staff member is placed on an alternate work schedule in preparation for the snow emergency response if the overtime shift for the snow response is cancelled by the city and the crew does not work at least eight (8) hours during that same work day.

- E. Bargaining unit employees on stand-by prior to the arrival of a forecasted snow event will be permitted to arrive to work two (2) hours prior to the predicted arrival time of the event to monitor the conditions and make the call for additional support if needed, with the understanding the hours worked will need to be accounted for and counted towards the maximum shift hours worked if the stand-by employee is on Crew 1.

For the Union

For Management

For the Union

For Management

Date _____

MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE CITY OF LEBANON
 AND
 AFSCME OHIO COUNCIL 8, LOCAL 363

The City of Lebanon (hereinafter referred to as "the employer") and AFSCME Ohio Council 8, Local 363 (hereinafter referred to as "the Union"), and collectively referred to as "the Parties," hereby agree to the following Memorandum of Understanding ("MOU").

The Parties agree to implement the following language to supplement the current Article 16 on snow events:

The two crews will be established as follows:

CREW 1	CREW 2
Supervisor or Crew Leader	Supervisor or Chief Mechanic
MSW/ or Crew Leader	MSW or Other Dept Employee
MSW	MSW (PT) or Other Dept Employee
MSW	Other Dept Employee
MSW	Other Dept Employee
MSW	Other Dept Employee
MSW	Other Dept Employee
MSW	Other Dept Employee
Other Dept Employee	Other Dept Employee
Other Dept Employee	Other Dept Employee
Other Dept Employee	Other Dept Employee

Reasonable changes to this list may be made based upon staffing levels. Over time hours not worked because of a reasonable change to the list will not be paid to a bargaining unit member except for all actual hours working a snow event. If there is an unreasonable denial of a bargaining unit member's participation in a snow event, all upcoming overtime

hours offered will be afforded that bargaining unit member until they have worked the same amount of overtime hours they would have been afforded had they participated in the snow event.

This letter of agreement neither alters nor modifies any terms or conditions of our existing labor agreement.

The Parties have accepted this MOU voluntarily and without coercion.

FOR THE CITY OF LEBANON

FOR AFSCME OHIO COUNCIL 8 &
LOCAL 363,

Scott Brunka, City Manager

Mark Caddo, Staff Representative

Mark Yurick, City Attorney

Chris Swank, President

Date of Execution: _____

ORDINANCE NO. 2021-097

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT WITH EPC-COLUMBIA, LLC AND DECLARING AN EMERGENCY

WHEREAS, consistent with its Comprehensive Plan approved by Lebanon City Council Ordinance 2009-003, the City of Lebanon, Ohio (the "City") desires to encourage economic development and create and preserve jobs and employment opportunities within the City; and

WHEREAS, EPC-Columbia (the "Company") has evaluated its production capacity and workforce needs, and based on the results of this evaluation, and induced by and in reliance on the economic development incentives provided in the Agreement, the Company is desirous of retaining operations and workforce in the City, and wishes to expand its current Facility located in the City of Lebanon, Warren County, Ohio; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide the Company with certain economic development incentives as described in the proposed Agreement; and

WHEREAS, this Council has determined to offer the economic development incentives, the terms of which are set forth in substantially final form in the Economic Development Agreement ("the EDA") as the document attached hereto, to induce the Company to retain operations and workforce, all within the City, which will result in the preservation of existing jobs and employment opportunities within the City and the creation of new jobs and employment opportunities within the City, thereby improving the economic welfare of the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, Ohio:

SECTION 1. That the City Manager is hereby authorized and directed to execute all agreements and instruments pursuant to the Economic Development Agreement in substantially the same form as the document attached hereto.

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, morals, and welfare of the City of Lebanon; and, for the further reason, that the immediate execution of the aforesaid documents shall expedite the construction of the facility and the consequent retention and creation of jobs and economic development for the citizens and residents of the City of Lebanon, Ohio and thereby immediately benefit the citizens and residents of the City; therefore, this Ordinance shall take effect and be in force from and immediately after its adoption.

Mayor

Passed: _____

Attest:

Clerk of Council

Sponsors:

Brewer, Cope, Mathews, Shope

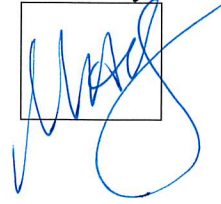
City
Manager



City
Auditor



City
Attorney



**CITY OF LEBANON
ECONOMIC DEVELOPMENT AGREEMENT**

This **ECONOMIC DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into this ____ day of _____, 2021 by and between the **CITY OF LEBANON, OHIO** ("Lebanon" or "City"), a municipal corporation organized and existing under the constitution and laws of the State of Ohio with its main offices located at 50 South Broadway, Lebanon, OH 45036, and **EPC – COLUMBIA, INC.** (the "Company") a limited liability corporation with its principal office located at 4500 Westown Pkwy Suite 277, West Des Moines, IA 50266, (and sometimes referred to herein as a "Party" or collectively as "Parties") for the purpose of inducing the Company to expand its current facility located at 315 S. West Street, Lebanon, OH 45036 ("the Facility") in Lebanon, Ohio.

PREAMBLE

WHEREAS, consistent with the City of Lebanon Comprehensive Plan, the City desires to encourage industrial development that creates and preserves jobs and employment opportunities within the City; and

WHEREAS, the Company has evaluated its production capacity and workforce needs, and based on the results of this evaluation, and induced by and in reliance on the economic development incentives provided in the Agreement, the Company is desirous of retaining operations and workforce in the City, and wishes to expand its current Facility located in the City of Lebanon, Warren County, Ohio; and

WHEREAS, the Company estimates that its investment in the expansion of the Facility will be substantial; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide the Company with certain economic development incentives as described in the proposed Agreement; and

WHEREAS, this Council has determined to offer the economic development incentives to induce the Company to retain operations and workforce, all within the City, which will result in the preservation of existing jobs and employment opportunities within the City and the creation of new jobs and employment opportunities within the City, thereby improving the economic welfare of the City; and

WHEREAS, by Ordinance No. _____, a copy of which is attached as **Exhibit A** (the "Ordinance") the Lebanon City Council has authorized the Lebanon City Manager to execute this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein set forth, Lebanon and the Company agree as follows:

A. COMMITMENTS BY CITY.

1. **Exemption Application.** Lebanon represents that the Company may participate in the City's applicable property tax abatement program to include the One Hundred Percent (100%) Seven (7) Year abatement (the "CRA Exemption") for the construction of new industrial improvements to real property, as set forth in Lebanon, Ohio CRA Number 3 (Lebanon Code of Ordinances Ch. 159) (the "Ordinance"), a pre-1994 Community Reinvestment Area, and that the City shall file upon receipt from the Company any and all additional necessary applications and supporting documents to obtain the legal applicable exemption from real property taxation for the Facility. Company covenants and agrees to assist and cooperate with Lebanon in its effort to file an initial application and all further filings required for accomplishing those purposes. Lebanon hereby represents, warrants, and covenants to the Company (i) that the copy of the Ordinance delivered by Lebanon to the Company is a true, accurate and complete copy of the Ordinance and it has not been otherwise amended, and (ii) Lebanon shall maintain the Ordinance in full force and effect and shall not amend, supplement, revise or otherwise change the Ordinance until the Project has applied for and received the abatement under the Ordinance.

2. **Permit Fee Waiver.** The City shall waive its portion of all applicable permit fees associated with the construction of the Facility. The waiver is limited and shall apply solely to the new construction plans for the Facility that have been approved by the City and Warren County prior to the Occupancy Date. The permit fee waiver shall apply to City zoning permits, to include site plan application, and twenty-five percent (25%) of building permit fees paid to the Warren County Building Department, which is the maximum waiver obtainable and represents One Hundred Percent (100%) of the City's share of the building permit fee.

3. **Kilowatt Hour Tax Credit.** Upon the establishment of an initial annual taxable payroll which when annualized would result in annual taxable payroll in the City of at least Two Million and 00/100 Dollars (\$2,000,000.00), as evidenced by actual tax payments or withholdings collected by Lebanon, Lebanon will credit Company's Electric Utilities Account on a monthly basis in an amount equal to One Hundred Percent (100%) of the total actual kilowatt-hour (kWh) tax collected and retained as part of payments for electric service to the Facility. This amount will be reflected as a rebate/credit on Company's monthly invoice for electric service based upon the previous month's kWh tax payment. The kWh tax credit shall not exceed five (5) years from the last day of the first full calendar year after the date the Company, or its designee completes construction of the Facility.

4. **Certificates.** On Company's request, Lebanon shall execute and deliver a certificate stating: (a) that this Agreement is in full force and effect, or why it is not; (b) that Company is not in default under the terms of this Agreement, or specifying why Company is in default; or (c) any other matters which Company reasonably requests. When Company has satisfied all of its obligations under this Agreement then, on Company's request, Lebanon shall execute an instrument in recordable form evidencing the termination of this Agreement and releasing the covenants.

B. COMMITMENTS BY COMPANY.

1. **Construction of Covenants.** All covenants set forth herein shall be binding upon the Company and any and all of its successors and assigns throughout the Term, as hereinafter defined, in all events and circumstances to the fullest extent permitted by law or equity, for the benefit and in favor of Lebanon, without regard to legal or other technical classifications or designations.

2. **Covenant to Construct Facility.** Company shall construct or cause to be constructed an expansion of the Facility in accordance with the terms and conditions set forth herein. The total cost (including without limitation soft costs such as architecture, engineering, and legal fees) of the Facility, once it has been completed, shall be at least One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00), excluding the value of inventory (the "Minimum Facility Cost").

3. **Covenant to Create Jobs.** On or before the last day of the first full calendar year after the date the Company, or its designee, completes construction of the Facility, which completion shall be no more than eighteen (18) months after the date upon which construction commences, as set forth in paragraph C(5)(a) herein and for the remainder of the Term of this Agreement, the Company shall employ a minimum of 53 employees in the City of Lebanon such that the total taxable annual payroll measured as of the last day of each subsequent calendar year will be at least Two Million and 00/100 Dollars (\$2,000,000.00) as evidenced by actual tax payments or withholdings collected by Lebanon.

4. **Income Tax Revenue Sharing.** The Company shall agree, though a separate agreement (the "Compensation Agreement"), while the CRA Exemption is in effect, to make certain payments to the Lebanon City School District in lieu of any income tax revenue sharing required under Revised Code Section 5709.82. The Company shall execute a Compensation Agreement with the Lebanon City School District prior to filing an application for the CRA Exemption.

5. **Covenant to Comply with Laws.** The Company shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out its responsibilities under this Agreement.

6. **Information Reporting.** Company shall cooperate in all reasonable ways and provide necessary and reasonable information to Lebanon or any

designated representative of Lebanon, to enable Lebanon and/or its designee to review Company's performance, assure its compliance with the terms of this Agreement, and comply with any reporting requirements of this Agreement. Lebanon shall cooperate with Company to maintain confidential information.

7. **Remedies.** With respect to the covenants in subsections 2 and 3 of this Section A, the only remedies for Company's breach thereof shall be as set forth in Section C.5. hereof.

B. COMMITMENTS BY CITY.

1. **Exemption Application.** Lebanon represents that the Company may participate in the City's applicable property tax abatement program to include the One Hundred Percent (100%) Seven (7) Year abatement (the "CRA Exemption") for the construction of new industrial improvements to real property, as set forth in Lebanon, Ohio CRA Number 3 (Lebanon Code of Ordinances Ch. 159) (the "Ordinance"), a pre-1994 Community Reinvestment Area, and that the City shall file upon receipt from the Company any and all additional necessary applications and supporting documents to obtain the legal applicable exemption from real property taxation for the Facility. Company covenants and agrees to assist and cooperate with Lebanon in its effort to file an initial application and all further filings required for accomplishing those purposes. Lebanon hereby represents, warrants, and covenants to the Company (i) that the copy of the Ordinance delivered by Lebanon to the Company is a true, accurate and complete copy of the Ordinance and it has not been otherwise amended, and (ii) Lebanon shall maintain the Ordinance in full force and effect and shall not amend, supplement, revise or otherwise change the Ordinance until the Project has applied for and received the abatement under the Ordinance.

2. **Permit Fee Waiver.** The City shall waive its portion of all applicable permit fees associated with the construction of the Facility. The waiver is limited and shall apply solely to the new construction plans for the Facility that have been approved by the City and Warren County prior to the Occupancy Date. The permit fee waiver shall apply to City zoning permits, to include site plan application, and twenty-five percent (25%) of building permit fees paid to the Warren County Building Department, which is the maximum waiver obtainable and represents One Hundred Percent (100%) of the City's share of the building permit fee.

3. **Kilowatt Hour Tax Credit.** Upon the establishment of an initial annual taxable payroll which when annualized would result in annual taxable payroll in the City of at least Two Million and 00/100 Dollars (\$2,000,000.00), as evidenced by actual tax payments or withholdings collected by Lebanon, Lebanon will credit Company's Electric Utilities Account on a monthly basis in an amount equal to One Hundred Percent (100%) of the total actual kilowatt-hour (kWh) tax collected and retained as part of payments for electric service to the Facility. This amount will be reflected as a rebate/credit on Company's monthly invoice for

electric service based upon the previous month's kWh tax payment. The kWh tax credit shall not exceed five (5) years from the last day of the first full calendar year after the date the Company, or its designee completes construction of the Facility.

4. **Certificates.** On Company's request, Lebanon shall execute and deliver a certificate stating: (a) that this Agreement is in full force and effect, or why it is not; (b) that Company is not in default under the terms of this Agreement, or specifying why Company is in default; or (c) any other matters which Company reasonably requests. When Company has satisfied all of its obligations under this Agreement then, on Company's request, Lebanon shall execute an instrument in recordable form evidencing the termination of this Agreement and releasing the covenants.

C. **OTHER AGREEMENTS.**

1. **Term.** This Agreement shall be effective on the date prescribed above and shall remain in effect for a term of seven (7) Years from the date that real and/or personal property taxes would first become due and owing on the improvement to the real property described herein unless terminated by prior written mutual agreement of the Parties.

2. **Efforts.** Each Party shall use commercially reasonable efforts to perform its obligations in this Agreement in a timely manner.

3. **Unavoidable Delay - Force Majeure.** If either Party is delayed or prevented from performing any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, change in governmental regulations, without fault and beyond the reasonable control of the Party obligated (financial inability excepted), the performance of such act shall be extended for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

4. **Agreement Binding on Lebanon.** No covenant, obligation, or other agreement in this Agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, official, officer, agent, or employee of Lebanon, other than in his or her official capacity, and neither the members of the City Council nor any Lebanon official executing this Agreement shall be liable personally by reason of the covenants, obligations or agreements of Lebanon in this Agreement.

5. **Company's Failure to Perform.** If the Company fails to perform any material obligation under this Agreement within sixty (60) days after its receipt of written notice of default from Lebanon, the Company shall not be entitled to any further tax abatements applicable to the period from and after the date of default.

Company acknowledges that Lebanon entered into this Agreement in reliance upon anticipated construction expense and economic activity to be undertaken by the Company in accordance with Section A. of this Agreement.

Company agrees that if it fails to materially comply with Section A. of this Agreement the Company shall be liable to Lebanon for monetary damages equal to a prorated portion of any amounts waived/credited to the Company pursuant to this Agreement.

6. **Assignment.** Company may not assign this Agreement without the express prior written consent of Lebanon, which consent shall not be unreasonably withheld, delayed, or conditioned, provided that consent will not be required to an affiliate or party related to or under common control with the Company. No assignment shall relieve Company of its obligations hereunder, unless and until the Company's assignee specifically agrees in writing to perform the Company's obligations hereunder, and further provided that in the event such assignee does not so agree, the City will have no further obligations hereunder to consent to an assignment.

7. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Company and Lebanon and their respective legal representatives, and permitted successors and assigns.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

9. **Notices.** Except as otherwise specifically set forth in the Agreement, all notices, demands, consents, or approvals given in connection with this Agreement ("Notices") shall be in writing and shall be deemed sufficiently given or delivered: (a) on the date the Notice is delivered by personal delivery; (b) on the date the Notice is delivered by any nationally recognized overnight delivery service providing tracking service; (c) on the date the return receipt is signed or refused for any Notice sent by certified mail, postage prepaid, return receipt requested; so long as in each case, the Notice is delivered at the addresses set forth below, or to any other address for which notice is given as provided in this Section:

If to Company: Reza Kargarzadeh, President & CEO
EPC-Columbia, Inc
4500 Westown Pkwy Suite 277
West Des Moines, IA 50266

If to Lebanon: Scott Brunka
City Manager, City of Lebanon
50 South Broadway
Lebanon, Ohio 45036

With a copy to: Mark S. Yurick, Esq.
City Attorney, City of Lebanon, Ohio
50 South Broadway
Lebanon, Ohio 45036

Either party may change or add a notice address hereto by written notice given in accordance with this Section 9.

10. **Wording.** Any word used in this Agreement shall be construed to mean either singular or plural as indicated by the number of signatures hereto. All references to the Ohio Revised Code, the Codified Ordinances, the Ordinance, or any other statute, regulation, or ordinance are intended to refer to the provisions presently in effect and to all future amendments, modifications, replacements, or successor provisions.

11. **Construction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. This Agreement shall constitute the entire agreement between the Company and Lebanon and no oral, verbal, or implied agreement or understanding shall cancel, modify or vary the terms of this Agreement. No representations or promises shall be binding on the Parties hereto except those representatives and promises contained herein or in some future writing signed by the Parties making such representations and promises. This Agreement may only be amended by a written instrument executed by each of the Parties to this Agreement, or their permitted successors or assigns.

12. **Essential Nature of the Incentives.** The City understands and agrees that the Company could reasonably and efficiently locate the Facility in another location outside of the State and City, and as such the incentives offered hereunder are material such that “but for” the incentives offered by the City, the Company would likely locate the Facility elsewhere.

IN WITNESS WHEREOF, Lebanon and Company have executed this Agreement to be effective the day and year first written above.

EPC - COLUMBIA, LLC

CITY OF LEBANON, OHIO

Reza Kargarzadeh, President & CEO

Scott C. Brunka, City Manager

Approved as to form:

Mark Yurick, City Attorney
City of Lebanon, Ohio

STATE OF)
) **SS:**
COUNTY OF)

Before me, a Notary Public in and for said County personally appeared the above-named EPC-Columbia LLC by Reza Kargarzadeh, its President & CEO, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed personally as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

Notary Public

STATE OF OHIO)
) **SS:**
COUNTY OF WARREN)

Before me, a Notary Public in and for said County personally appeared the City of Lebanon, an Ohio municipal corporation, by Scott C. Brunka, City Manager, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed personally as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

Notary Public

ORDINANCE NO. 2021-098

AN ORDINANCE TO APPROVE THE RECORD PLAN FOR THE FINAL PLAT OF AUTUMN RIDGE SECTION 2-A SUBDIVISION AND DECLARING AN EMERGENCY

WHEREAS, Welsh Development Company has filed a subdivision plat with the City of Lebanon requesting its approval; and

WHEREAS, the record plan for the final plat of the Autumn Ridge Section 2-A was considered by the Lebanon Planning Commission on September 21, 2021 in accordance with the requirements of LCO Chapter 1117 and recommended approval with conditions thereof to the Council of the City of Lebanon; and

WHEREAS, the City Engineer has reviewed the record plan for subdivision plat and made a determination that said plat complies with the requirements of LCO Chapter 1117 of the Codified Ordinances; and

WHEREAS, the Council of the City of Lebanon wishes to accept the recommendation of the Lebanon Planning Commission and approve the record plan as presented.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, Ohio:

SECTION 1. That the record plan for the final subdivision plat of the Autumn Ridge Section 2-A subdivision, be and hereby is accepted, and the dedication of the right-of-ways, streets, and easements be approved.

SECTION 2. This ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, safety, welfare, and morals of the City of Lebanon, and for the further reason of expediting the recording of said final plat to allow for the immediate transfer of the property, this ordinance shall take effect immediately upon its adoption.

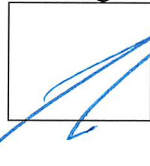

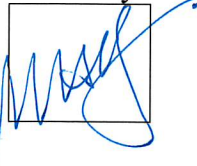
Mayor

Passed: _____

Attest:

Clerk of Council

Sponsors:
Brewer, Cope, Mathews, Shope

City Manager	City Auditor	City Attorney
		

ORDINANCE NO. 2021-099

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER FOR ADDITIONAL WATER MAIN REPLACEMENT ON NORTH BROADWAY AS PART OF THE NEW STREET RECONSTRUCTION PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the water main on North Broadway between Warren Street and New Street has experienced numerous breaks, and

WHEREAS, all additional work can be performed with currently budgeted funds.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Lebanon, Ohio:

SECTION 1. That the City Manager is hereby authorized to execute a change order to perform water main replacement work as part of the New Street Reconstruction Project.

SECTION 2. This ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, safety, welfare, and morals of the City of Lebanon, and for the further reason of expediting the recording of said final plat to allow for the immediate transfer of the property, this ordinance shall take effect immediately upon its adoption.

Mayor

Passed: _____

Attest:

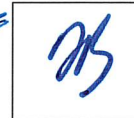
Clerk of Council

Sponsors:
Messer, Cope, Mathews

City
Manager



City
Auditor



City
Attorney



ORDINANCE NO. 2021-100

**AN ORDINANCE ESTABLISHING THE CHARGING RATE FOR THE CITY OF
LEBANON'S EV CHARGING STATION**

WHEREAS, the City received an Ohio EPA grant to install one dual port (two plug) electric vehicle charging station; and

WHEREAS, The City is installing ChargePoint level 2 chargers in the City parking lot located at W Main and S Sycamore; and

WHEREAS, the units are expected to be operational in November and rates must be established prior to use.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, Ohio:

SECTION 1. That Chapter 915 of the Lebanon Codified Ordinances providing for Electrical Rates shall be amended to read as follows:

§ 915.082 ELECTRIC VEHICLE CHARGING STATION SERVICE RATE.

(A) *Applicable.*

(1) Applicable to consumers where there is a City-owned electric vehicle (EV) charging station.

(B) *Character of service.* This rate is available for vehicles accessing City-owned electric vehicle charging stations as approved by the City. When located in public parking lots, applicable parking restrictions such as hours of use and associated fees shall still apply.

(C) *Rate.*

(1) A rate of \$0.3 per kWh shall be applied for use of all City-owned EV charging stations. Payment shall be made at the time of use via the City's collection system.

(D) *Terms and conditions.*

(1) All facilities shall be owned by the city.

(2) The city will maintain the equipment and fee collection system.

(3) All electric service of the city is rendered and subject to the general service rules and regulations of the city as amended from time to time.

SECTION 2. This Ordinance is necessary for the preservation of the public peace, health, safety, morals and welfare of the City of Lebanon and shall take effect at the earliest period allowable by law.

Mayor

Passed: _____

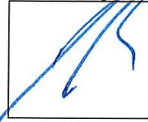
Attest:

Clerk of Council

Sponsors:

Brewer, Messer, Mathews

City
Manager



City
Auditor



City
Attorney



ORDINANCE NO. 2021-101

**AN ORDINANCE TO ENACT SECTION 915.14
OF THE CODIFIED ORDINANCES
TO OFFER A RENEWABLE ENERGY PURCHASING PROGRAM**

WHEREAS, American Municipal Power, Inc. (“AMP”) is an Ohio nonprofit corporation that functions as a wholesale power supplier and services provider for certain member municipalities, including the City, that operate electric systems (“Members”); and

WHEREAS, AMP has developed a renewable energy program name EcoSmart Choice® (“EcoSmart Choice Program”) that provides for the sale of renewable energy electricity products, including by not limited to energy generated from wind, hydroelectric, solar, biomass and landfill gas facilities, to certain consumers within Member communities, including the City; and

WHEREAS, the City desires, and AMP has agreed to allow the City, to participate in the EcoSmart Choice Program, on terms and conditions as generally set forth in an Amendment to the Master Service Agreement between AMP and the City; and

WHEREAS, the City desires to make the EcoSmart Choice Program available to the electric utility customers.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, Ohio:

SECTION 1. That Chapter 915 of the Lebanon Codified Ordinances providing for Electrical Rates shall be amended to read as follows:

§ 915.14 RENEWABLE ENERGY PURCHASING PROGRAM.

(a) Definitions.

- 1) “Renewable Energy” shall mean electric energy generated from environmentally-friendly, renewable sources, including but not limited to, wind, hydroelectric, solar, biomass, and landfill gas.
- 2) “Renewable Energy Purchasing” shall mean the City’s purchase and retirement of Renewable Energy Certificates or REC(s) based upon an enrolled Customer’s participating percentage of metered electricity usage (measured in kWh) during a reporting period.
- 3) “Renewable Energy Purchasing Program” means a program where Customers may voluntarily enroll to have the City complete Renewable Energy Purchasing on the Customer’s behalf, and to be assessed a charge therefor.

(b) Availability

- 1) Upon application, and based upon availability, Customers in all rate classes may voluntarily enroll in a Renewable Energy Purchasing Program. A Customer may select a participation percentage of 25%, 50%, 75% or 100% of their metered electricity usage to be subjected to the applicable charge. A Customer can request

a different percentage and if the City approves the requested percentage, the approved percentage of their metered electricity usage will be subject to the applicable charge.

(c) Applicable Charge

- 1) The applicable charge for Customers who are enrolled in the Renewable Energy Purchasing Program shall be the established rate set forth in the latest AMP renewable energy program. The 2022 AMP renewable energy program is named EcoSmart Choice and the applicable charge is \$0.004 per kWh per month.

SECTION 2. This Ordinance is necessary for the preservation of the public peace, health, safety, morals and welfare of the City of Lebanon and shall take effect at the earliest period allowable by law.

Mayor

Passed: _____

Attest:

Clerk of Council

Sponsors:
Brewer, Messer

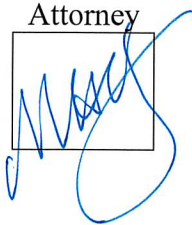
City
Manager

A blue ink signature is written over a rectangular box. The signature is a stylized, cursive name.

City
Auditor

A blue ink signature is written over a rectangular box. The signature consists of the letters 'JA' in a stylized, cursive font.

City
Attorney

A blue ink signature is written over a rectangular box. The signature is a complex, cursive name.