



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
JANUARY 24, 2022 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

**INVOCATION** Mike Meinzer

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER**

**ROLL CALL** D. Brady, S. Poggiali, D. Waddington, B. Harris, M. Meinzer, W. Poole, D. Murray

**APPROVAL OF MINUTES** January 10, 2022

**AUDIENCE PARTICIPATION**

**COMMUNICATIONS** Motion to accept all communications submitted below

**CURRENT BUSINESS**

**CONSENT AGENDA ITEMS**

**ITEM A – Submitted by Aaron Klein, Public Works Director**

**OHIO ENVIRONMENTAL PROTECTION AGENCY 2022 RECYCLING AND LITTER PREVENTION GRANT**

**Budgetary Information:** City staff are requesting grant funding of a do not exceed cost of \$30,000.00, of which will initially be paid with City funds and then reimbursed through the grant program of 80% (\$24,000) and the City shall be responsible for a 20% (\$6,000) to be paid out of the Horticulture Division’s operational budget. The City’s portion is already approved in the 2022 annual budget.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed authorizing and directing the City Manager to file an application with the Ohio Environmental Protection Agency for 2022 Community Recycling and Litter Prevention Grant Program Funds; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM B – Submitted by Aaron Klein, Public Works Director**

**AMENDING ORDINANCE 21-122**

**Budgetary Information:** There is no budgetary effect.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Ordinance No. 21-122, passed on July 26, 2021, to correct a scrivener’s error; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM C – Submitted by Stuart Hamilton, IT Manager**

**OFFICE 365 FOR GOVERNMENT ANNUAL AGREEMENT RENEWAL 2022**

**Budgetary Information:** The cost for this service for a 12-month period will be \$26,054.40 and will be paid by the IT’s operating budget in the amount of \$13,027.20, by the Water Fund in the amount of \$6,513.60, and by the Sewer Fund in the amount of \$6,513.60.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the subscription licensing for Microsoft Office 365 for Government from Insight Public Sector of Hanover Park, Illinois, for the City’s e-mailing and Office 365 systems; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**REGULAR AGENDA ITEMS**

**ITEM 1 – Submitted by Aaron Klein, Public Works Director**

**PURCHASE OF UV TROJAN LAMPS FOR THE DISINFECTION SYSTEM AT THE WWTP**

**Budgetary Information:** The total amount of \$118,360.00 shall be paid with Sewer Funds and has been appropriated for the O & M budget for 2022.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 24” and 28” lamps and associated hardware for the Trojan UV 4000 and UV Plus Disinfection Systems at the Wastewater Treatment Plant from Trojan Technologies Group of London, Ontario, Canada; and declaring that this ordinance shall take immediate effect with Section 14 of the City Charter.

**ITEM 2**

**AFSCME COLLECTIVE BARGAINING AGREEMENT WITH THE CITY**

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed ratifying, accepting and approving a collective bargaining agreement between the City of Sandusky, an Ohio Charter Municipal Corporation, and the American Federation of State, County and Municipal Employees Local #1519, the collective bargaining unit for certain employees of the City of Sandusky, for the period January 1, 2022, through December 31, 2024, a copy of which is attached to this ordinance; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 3 – Submitted by Jason Werling, Recreation Superintendent**

**AGREEMENT WITH LANGE TRUST OF THE SANDUSKY LIBRARY**

**Budgetary Information:** The Lange Trust will provide \$50,000 to the City of Sandusky to assist with the curation of these cultural events at the Jackson Street Pier. These dollars will go into the programming fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a sponsorship agreement with the Library Association of Sandusky, Ohio, for programming events at the Jackson Street Pier in 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 4 – Submitted by Jonathan Holody, Community Development Director**

**FEICK BUILDING ENTERPRISE ZONE AGREEMENT AMENDMENT**

**Budgetary Information:** The percentage and number of years of real property tax abatement provided to the project will remain the same. The project will have an ongoing positive impact on the General Fund due to increased income and property taxes.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a first amendment to the Enterprise Zone Agreement with Feick Building LLC, relating to property located at 158-160 East Market Street, and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 5 – Submitted by Jonathan Holody, Community Development Director**

**FEICK BUILDING GRANT AGREEMENT AMENDMENT**

**Budgetary Information:** The total grant amount and conditions for disbursement (i.e.: completion of project benchmarks) will remain the same. The project will have an ongoing positive impact on the General Fund due to increased income and property taxes.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and approving a first amendment to the grant agreement with Feick Building LLC, in relation to the property located at 158-160 East Market Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**CITY MANAGER’S REPORT**

**OLD BUSINESS**

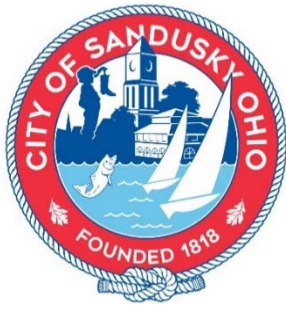
**NEW BUSINESS**

**AUDIENCE PARTICIPATION:** Open discussion on any item (5 minute limit)

**EXECUTIVE SESSION(S)**

**ADJOURNMENT**

Online: [www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us) – Click “Play” 



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E., Director of Public Works

Date: January 11, 2022

**Subject: Commission Agenda Item – Ohio Environmental Protection Agency, 2022 Recycling and Litter Prevention Grant**

**ITEM FOR CONSIDERATION:** Legislation approving the submission of a grant application to the Ohio Environmental Protection Agency (OEPA) for the 2022 Recycling and Litter Prevention Grant funds to assist with funding litter clean-up events throughout the City and if approved, approval to execute a grant agreement.

**BACKGROUND INFORMATION:** Staff is asking for the support of City Commission to submit a grant application to the OEPA to help off-set costs associated with litter clean-up events throughout the City. Most of the funding would apply toward the Spring & Fall Drop-off days offered to City Residents to dispose of any unwanted household items, which have become a very popular events for our residents and is mostly funded out of the general fund, with a small amount typically funded from the Erie County Solid Waste District's grant program. In addition, we would look to apply funds towards equipment and materials that can be used at the Love Where you Live Cleanup events at city parks and main corridors, as well as weekend summer cleanups lead by Commissioner Waddington, and even some neighborhood orientated cleanups in some of our most littered areas.

The grant will provide reimbursement of 805% of the eligible funds, with the City matching the remaining 20% with already-approved funds from departmental maintenance budgets. If funded, grant funds will not be made available until July 1, 2022, which will cover our Fall 2022 and Spring 2023 Drop-off Events. Staff would also plan to purchase supplies in 2022 to be used at continued cleanup events until supplies run out. Public Works will administer the funds toward each program, as well as handle any reporting requirements bound by the grant. If funds are not received, the Spring & Fall Drop-off and litter cleanups will still proceed as planned with full funding through the departmental maintenance budgets.

**BUDGETARY INFORMATION:** City staff is requesting grant funding of a do not exceed cost of \$30,000.00, of which will initially be paid with City funds and then reimbursed through the grant program of 80% (\$24,000) and the City shall be responsible for a 20% (\$6,000) to be paid for out of the Horticulture Division's Operational budget. The City's portion is already approved in the 2022 annual budget.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to submit a grant application to the Ohio Environmental Protection Agency for 2022 Recycling and Litter Prevention Grant Funds be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow staff to prepare the grant application and submit to the OEPA prior to the grant deadline date of February 4, 2022.

I concur with this recommendation:

---

Eric Wobser  
City Manager

cc: Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO FILE AN APPLICATION WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR 2022 COMMUNITY RECYCLING AND LITTER PREVENTION GRANT PROGRAM FUNDS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Ohio Environmental Protection Agency's (OEPA) Recycling and Litter Prevention Grant Program offers up to \$200,000 for projects that initiate or expand recycling programs, encourage sustainable practices, and support litter prevention efforts and local governments can receive funding to purchase equipment for the collection and processing of recyclables and construction and demolition debris and also receive funding to implement litter collection events and tire amnesty programs; and

**WHEREAS**, the City desires to submit an application to the OEPA for grant funding through the Recycling and Litter Prevention Grant Program to help off-set costs associated with the City's litter clean-up events throughout the City, which includes the Spring & Fall Drop-off days, the Love Where you Live Cleanup events, weekend cleanups and potential neighborhood orientated cleanups; and

**WHEREAS**, the City will be applying for grant funds in an amount not to exceed \$30,000.00 and if awarded, the City's share of \$6,000.00 (20%) will be paid with funds from the Horticulture Division's operating budget; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to file the application with the Ohio Environmental Protection Agency by the submission deadline of February 4, 2021; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is hereby authorized and directed to file an application on behalf of the City of Sandusky with the Ohio Environmental Protection Agency for 2022 Community Recycling and Litter Prevention Grant Programs funds and authorizes and directs the City Manager to execute any grant agreements and lawfully expend funds consistent with the application and agreement should they be awarded.

Section 2. If any section, phrase, sentence, or portion of this Resolution is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: January 24, 2022



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron Klein, Director of Public Works

Date: January 11, 2022

Subject: Commission Agenda Item – Amending Ordinance 21-122

**ITEM FOR CONSIDERATION:** Requesting legislation to amend Ordinance 21-122, passed on July 26, 2021, to correct a scrivener's error in the calculation of the total cost for the Professional Design Services to be provided by Richard L. Bowen & Associates, Inc. of Cleveland, Ohio, for the Justice Center Design Project Phase I & II.

**BACKGROUND INFORMATION:** City Commission approved a First Amendment to the agreement for Professional Design Services with Richard L. Bowen & Associates, Inc. by Ordinance No. 21-122 on July 26, 2021. It was recently discovered that a scrivener's error was made with the calculation of the total cost of the services. The Ordinance stated "the original cost of the professional design services was \$91,483.00 and this Amendment will increase the cost by \$1,434,087.00 for a revised total cost of \$1,495,070.00" and the actual total cost is \$1,525,570.00.

**BUDGETARY INFORMATION:** There is no budgetary effect.

**ACTION REQUESTED:** It is recommended that proper legislation amending Ordinance 21-122 to correct a scrivener error be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to immediately amend Ordinance No. 21-122 and reflect the correct calculation in the total cost for the Professional Design Services for the Justice Center Design Project.

I concur with this recommendation:

---

Eric Wobser  
City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 21-122, PASSED ON JULY 26, 2021, TO CORRECT A SCRIVENER’S ERROR; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission approved an agreement for Professional Design Services with Richard L. Bowen & Associates, Inc. of Cleveland, Ohio, for the Justice Center Design Project Phase I by Ordinance No. 18-080, passed on May 13, 2019, in the amount of \$91,483.00; and

**WHEREAS**, the City Commission approved a First Amendment to the agreement for Professional Design Services with Richard L. Bowen & Associates, Inc. of Cleveland, Ohio, for the Justice Center Design Project Phase I & II by Ordinance No. 21-122, passed on July 26, 2021, in the amount of \$1,434,087.00; and

**WHEREAS**, it was recently discovered that a scrivener’s error was made on Ordinance No. 21-122 with the calculation of the revised total cost and the Ordinance should have stated “the original cost of the professional design services was \$91,483.00 and this Amendment will increase the cost by \$1,434,087.00 for a revised total cost of **\$1,525,570.00**”; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately amend Ordinance No. 21-122 to reflect the correct calculation in the total cost of professional services for the design of the Justice Center; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission hereby amends Ordinance No. 21-122, passed on July 26, 2021, to correct a scrivener’s error made to the revised total cost of the Professional Design Services Agreement with Richard L. Bowen & Associates, Inc. of Cleveland, Ohio, for the Justice Center Design Project Phase I & II, in an amount not to exceed **One Million Five Hundred Twenty Five Thousand Five Hundred Seventy and 00/100 Dollars (\$1,525,570.00)**.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: January 24, 2022



## ADMINISTRATIVE SERVICES

240 Columbus Ave.  
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Stuart Hamilton, IT Manager

Date: January 10<sup>th</sup>, 2022

Subject: **Commission Agenda Item –Office 365 for Government annual agreement renewal 2022.**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to purchase subscription licensing for Office 365 renewal for calendar year 2022 from Insight Public Sector of Hanover Park, Illinois, for a 12-month period (250 E1 and 15 E3 licenses).

**BACKGROUND INFORMATION:** This is our yearly subscription for our email and office 365 service that we use for collaboration. This has turned out to be a powerful tool for the City from a communication and organizational point of view.

**Proposed Solution:**

Renew our subscription for another 12 months to keep our service active. Due to be renewed by February 1<sup>st</sup>, 2022.

Microsoft is the sole provider of Office 365 and Insight Public Sector is our Microsoft Partner.

**BUDGETARY INFORMATION:** The cost for this service for a 12-month period will be \$26,054.40 and will be paid by the IT's operating budgeting the amount of \$13,027.20, by the Water Fund in the amount of \$6,513.60, and by the Sewer Fund in the amount of \$6,513.60.

**ACTION REQUESTED:** It is recommended that the proper legislation be prepared for the purchase of 12 months of Office 365 for Government subscription licensing from Insight Public Sector. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to make payment for the subscription licensing for Office 365 and ensure continued email communication service.

I concur with this recommendation:

---

Eric Wobser, City Manager

---

Stuart Hamilton, I.T Manager

cc: C.Myers, Commission Clerk; M. Reeder, Finance Director; B.Heil, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: Office 365 Renewal

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 110-7080-53001, 612-5900-53001, 613-5900-53001

By: 

Michelle Reeder

Finance Director

Dated: 1/19/2022

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE SUBSCRIPTION LICENSING FOR MICROSOFT OFFICE 365 FOR GOVERNMENT FROM INSIGHT PUBLIC SECTOR OF HANOVER PARK, ILLINOIS, FOR THE CITY'S E-MAILING AND OFFICE 365 SYSTEMS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission approved an Agreement for Consulting Services with Weisberg Consulting Inc., of Milford, Michigan, for the migration of e-mail to Microsoft Exchange Online for Government by Ordinance No. 15-169, passed on November 23, 2015; and

**WHEREAS**, the City Commission authorized the expenditure of funds for the subscription licensing for Microsoft Office 365 for Government from Insight Public Sector of Hanover Park, Illinois, for the City's e-mailing system by Ordinance No. 16-008, passed on January 25, 2016; and

**WHEREAS**, the annual subscription licensing for Office 365 for Government for the period beginning February 1, 2022, is \$26,054.40 and will be paid with funds from the Information Technology's operating budget in the amount of \$13,027.20, Water Funds in the amount of \$6,513.60 and Sewer Funds in the amount of \$6,513.60; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make timely payment for the subscription licensing for Office 365 for Government and by the renewal date of February 1, 2022, to ensure continued e-mail communication service; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Information Technology, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to expend funds for the annual subscription licensing for Microsoft Office 365 for Government for the period beginning February 1, 2022, from Insight Public Sector of Hanover Park, Illinois, for the City's e-mailing and Office 365 systems, at an amount **not to exceed** Twenty Six Thousand Fifty Four and 40/100 Dollars (\$26,054.40).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: January 24, 2022



## Microsoft Cloud Solution Provider Quote

**Insight Public Sector, Inc.**

13755 Sunrise Valley Drive  
Herndon, VA 20171  
800.467.4448

**Customer Name :** The City of Sandusky IT Department

**Sold to :** 10933097

**Contact :**

**Contact Email :**

**Address :**

**Address :**

**City :**

**State :**

**Zip :**

**Quote Date :** 1/5/2022

**Price List :** USDirect01/03/2022

Enterprise

**Client Executive :** Cassandra Storment

**License Type :** Subscriptions

**Segment :** Commercial

**Subscription Term :** 1 Month(s)

**Billing Frequency :** Annual

**Cloud Care Support :** Advanced

### Microsoft Cloud Subscriptions

Part Number	Product Description	QTY	Unit Price	Total Price
91FD106F-CSP	Office 365 E1	250	\$ 90.62	\$ 22,656.00
796B6B5F-CSP	Office 365 E3	15	\$ 226.56	\$ 3,398.40
			\$ -	
			\$ -	
			\$ -	
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

### Advanced Cloud Care Support and Services:

- Assisted on-boarding to our Cloud Management Platform (CMP)
- 24/7 Technical Support for Admins and End-Users
- Billing Support
- Best Practice Recommendations

**Annual Payment Subscription Estimate :** \$ 26,054.40

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options. This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case that to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case that separate agreement will govern. Insight's online Terms of Sale can be found at : [http://www.insight.com/en\\_US/help/terms-of-sale-products.html](http://www.insight.com/en_US/help/terms-of-sale-products.html)

The Cloud Solution Provider (CSP) Return Period for Software Offers is thirty (30) days from order date.

Additionally, download links for software and software subscriptions purchased through Partner Center will have an expiry date of five (5) days from initial download.



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 12, 2022

Subject: **Commission Agenda Item – Purchase of 24” and 28” UV Trojan Lamps for the UV Disinfection System at the Waste Water Treatment Plant**

**ITEM FOR CONSIDERATION:** Legislation approving the purchase of one-hundred-twelve (112) 24” and forty-eight (48) 28” UV Trojan lamps, as well as essential hardware, from Trojan Technologies Group of London, Ontario, Canada, for the UV 4000 and UV 4000 Plus Systems located at the Waste Water Treatment Plant (WWTP).

**BACKGROUND INFORMATION:** In April 1999, the Trojan UV 4000 disinfection system was installed, and the newer version, the Trojan UV 4000 Plus, was installed in 2010. These systems provide ultraviolet (UV) disinfection as the final treatment process ensuring the wastewater effluent meets the required Ohio EPA standards set by the City’s NPDES permit. Since the bulbs are immersed vertically in the water stream for maximum contact and effectiveness, they are placed in a plastic sleeve for protection; but this direct contact requires frequent maintenance or replacement of sleeves and bulbs. The bulbs have a maximum life expectancy of 10,000 hours and the WWTP averages around 3,000 hours per year for the UV system, shutting down in the winter. Since it cannot be shut down in the summer, it is imperative that the bulbs are replaced every three years. Bulbs were last purchased via ordinance 18-234.

This work is performed by sewer plant staff when time allows between November 1<sup>st</sup> and April 30<sup>th</sup> in preparation for the disinfection season that occurs when the weather gets warmer. The bulbs for the system can only be purchased from Trojan Technologies since they are the sole source provider for their systems.

**BUDGETARY INFORMATION:** The total amount of \$118,360.00 shall be paid with Sewer funds and has been appropriated for the O & M budget for 2022.

**ACTION REQUESTED:** It is recommended that the proposed purchase of one-hundred-twelve (112) 24” UV Trojan lamps for the UV 4,000 system and forty-eight (48) 28” for the UV 4,000 Plus, as well as essential hardware, be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to purchase the lamps at the quoted price which expires on February 9, 2022.

I concur with this recommendation:

---

Eric Wobser  
City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

A division of Trojan Technologies Group ULC  
 3020 GORE ROAD  
 LONDON, ONTARIO, CANADA N5V 4T7  
 T 519.457.3400 F 519.457.3030 www.trojanuv.com

Original

**QUOTE FOR:** CITY OF SANDUSKY  
 240 COLUMBUS AVENUE  
 SANDUSKY, OH  
 44870-1707  
 UNITED STATES

**SHIP TO:** CITY OF SANDUSKY  
 FLEET MAINTENANCE  
 1024 CEMENT ST  
 SANDUSKY, OH  
 44870  
 UNITED STATES

FOR CUSTOMER SERVICE, CONTACT **TARAK ABOUSHAHADA**  
 VOICE - (519)-457-3400 ext 2552  
 FAX - (519)-852-2551  
 EMAIL - Midwestus@trojantechnologies.c

**FORWARD AGENT:**  
**CUSTOMER #:** 090517  
**QUOTE #:** 126046  
**QUOTE DATE:** 01-10-2022  
**REFERENCE:**  
**LOB:** W97 AFTERMARKET PARTS

**We thank you for your inquiry.**

QTY	UNIT	ITEM	PRICE	UNIT	AMOUNT
112.00	EA	441169-024	625.00EA	0	70000.00
		LAMP ASSY, PKGD 24" UV 4000 G2			
48.00	EA	441169-028	625.00EA	0	30000.00
		LAMP ASSY, PKGD 28" UV 4000 G2			
312.00	EA	445045	57.50EA	0	17940.00
		SEAL, WIPER GEN 3T UV4			
1.00	EA	FREIGHT	420.00EA	0	420.00
		FREIGHT & HANDLING			

GOODS	COSTS	TOTAL USD
117940.00	420.00	118360.00

**DELIVERY TERMS:** NO URGENCY FOR DELIVERY

**PAYMENT TERMS:**

**FREIGHT MAY BE ADDED TO THE TOTAL OF THIS QUOTE ONLY IF REQUESTED.**

**SUBJECT TO SALES TAX, WHERE APPLICABLE. Tax to be included if not tax exempt.**

**GST# R105405385**

**THIS QUOTE EXPIRES: 02-09-2022**

**U.S. CUSTOMERS MUST PROVIDE SHIP TO'S FEDERAL I.D. #'s**

**FOR SHIPPING PURPOSES UPON RECEIPT OF A FORMAL PURCHASE ORDER.**

**SOLD:**

**SHIP:**

**RE: Trojan System: UV4000 Replacement Parts**

To Whom It May Concern:

In the Engineered Submittal Package for the Trojan System, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

For the equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, sleeves, electronic ballasts, wiper seals, Acti-clean Gel, printed circuitry, etc. Without using lamps, ballasts, and other components that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output. Subsequently, we cannot guarantee that the required UV dose is being delivered, if lamp output, ballast efficiency and system programming is unknown.

In order to keep the equipment performance guarantee intact, it is recommended that genuine specialized system component(s) and Service are solely purchased and contracted from Trojan Technologies, located in London, ON. Trojan genuine parts can only be purchased directly through Trojan Technologies and no third parties are authorized to provide genuine Trojan parts. Trojan is the sole source provider for all Trojan genuine parts.

Best regards,

**TROJAN TECHNOLOGIES**

**Austin Folck** | Regional Account Manager - Aftermarket Parts Sales

(937) 418-0342

[midwestus@trojantechnologies.com](mailto:midwestus@trojantechnologies.com)

## CERTIFICATE OF FUNDS

In the Matter of: WWTP UV Lamps for Disinfection System

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 613-5420-54090

By: \_\_\_\_\_



Michelle Reeder

Finance Director

Dated: 1/11/2022

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 24" AND 28" LAMPS AND ASSOCIATED HARDWARE FOR THE TROJAN UV 4000 AND UV 4000 PLUS DISINFECTION SYSTEMS AT THE WASTEWATER TREATMENT PLANT FROM TROJAN TECHNOLOGIES GROUP OF LONDON, ONTARIO, CANADA; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Trojan UV 4000 Disinfection System, which is an ultra violet system at the effluent prior to discharge, was placed in operation at the Wastewater Treatment Plant in April of 1999 and the newer version, the Trojan UV 4000 Plus, was installed in 2010 and these systems are the final step in processing to ensure the discharge meets the required Ohio EPA standards set by the City's National Pollutant Discharge Elimination System (NPDES) permit; and

**WHEREAS**, the lamps have a maximum life expectancy of 10,000 hours and the WWTP averages around 3,000 hours per year so it is imperative the lamps be replaced every three (3) years and it is necessary to perform routine maintenance and replacing existing lamps during down time from November 1<sup>st</sup> to April 30<sup>th</sup> in preparation for the disinfection season when the weather gets warmer; and

**WHEREAS**, Trojan Technologies of London, Ontario, Canada, is the sole source provider for products for the Trojan UV 4000 and UV 4000 Plus Systems; and

**WHEREAS**, the total cost for the lamps and associated hardware, including shipping, is \$118,360.00 and will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to purchase the lamps at the quoted price which expires on February 9, 2022; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to purchase 24" and 28" Lamps and associated hardware For the Trojan UV 4000 and UV 4000 Plus Disinfection Systems at the Wastewater Treatment Plant from Trojan

Technologies Group of London, Ontario, Canada, at an amount **not to exceed** One Hundred Eighteen Thousand Three Hundred Sixty and 00/100 Dollars (\$118,360.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST:

\_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: January 24, 2022

**AGREEMENT BETWEEN**

**CITY OF SANDUSKY, OHIO**

**AND**

**THE SANDUSKY CITY EMPLOYEES LOCAL 1519**

**AMERICAN FEDERATION OF STATE, COUNTY AND**

**MUNICIPAL EMPLOYEES**

**EXHIBIT "A"**

**AND**

**AFL-CIO AND AFSCME COUNCIL 8**

**EFFECTIVE**

**JANUARY 1, 2022~~19~~ THROUGH DECEMBER 31,**

**2024~~1~~**

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
Article 1	Purpose .....	1
Article 2	Union Recognition .....	1
Article 3	Union Representation .....	3
Article 4	Dues Checkoff/Fair Share Fee .....	4
Article 5	Union Rights – Through Administrative Services.....	5
Article 6	No Strike/No Lockout.....	5
Article 7	Management Rights.....	6
Article 8	Pledge Against Discrimination and Coercion .....	6
Article 9	Corrective Action .....	7
Article 10	Grievance Procedure .....	8
Article 11	Labor/Management Meetings.....	11
Article 12	Bulletin Boards.....	12
Article 13	Promotions.....	12
Article 14	Voluntary Demotions.....	15
Article 15	Seniority .....	15
Article 16	Layoffs and Recall Procedures .....	16
Article 17	Work Schedules and Overtime for Non-24 Hour Operations.....	18
Article 18	Call Back Pay .....	22
Article 19	Bargaining Unit Work.....	23
Article 20	Work Out of Classification .....	23
Article 21	Subcontracting .....	23
Article 22	Vacations .....	24
Article 23	Holidays .....	25
Article 24	Sick Leave .....	26
Article 25	Parental Leave/FMLA.....	29
Article 26	Leave of Absence .....	29
Article 27	Court Duty .....	29

~~2022-19-2024~~<sup>1</sup> Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky

Article 28	Military Leave .....	30
Article 29	Union Leave .....	30
Article 30	Funeral Leave .....	30
Article 31	Wages .....	31
Article 32	Education Bonus (Premium) .....	31
Article 33	Longevity .....	33
Article 34	Uniforms .....	33
Article 35	Payday .....	34
Article 36	Health and Life Insurance Plan .....	34
Article 37	Job Related Disability Leave.....	35
Article 38	Calamity/Emergency Situations.....	36
Article 39	Mileage/Allowance .....	36
Article 40	Severability .....	36
Article 41	Duration of Agreement.....	37
Article 42	Safety .....	37
Article 43	Tool Allowance.....	37
Article 44	Miscellaneous .....	38
Article 45	Policy on Drug Free Workplace.....	38
Article 46	Commercial Driver's License.....	39
Article 47	Meal and Travel Allowance.....	39
Article 48	Union Deductions .....	39
Article 49	Successorships .....	39
Article 50	Neutrality .....	40
Article 51	Union Orientation .....	40
	Signature Page .....	40

Appendix A	Classified Positions
Appendix B	Grievance Form
Appendix C	FMLA Policy
Appendix D	Wages
Appendix E	Employee Evaluation Form
Appendix F	Drug Free Workplace Policy

## ARTICLE 1

### PURPOSE

This Agreement, entered into by the City of Sandusky, Ohio, hereinafter referred to as the "Employer," and the Sandusky City Employees Local 1519, American Federation of State, County and Municipal Employees, AFL-CIO, and AFSCME Ohio Council 8, hereinafter referred to as the "Union," has as its purpose the following:

1.1 To achieve and maintain a satisfactory and stabilized employer/employee relationship and to promote improved work performance.

1.2 To provide for the peaceful and equitable adjustment of differences which may arise.

1.3 To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.

1.4 To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment.

1.5 To ensure the right of every employee to fair and impartial treatment.

1.6 To provide an opportunity for the Union and the Employer to negotiate as to wages, hours, terms and other conditions of employment. This Agreement pertains to the employees within the bargaining unit defined hereunder.

## ARTICLE 2

### UNION RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment and handling grievances for those employees of the Employer in the bargaining unit. In the event a new classification is established, or an existing classification is altered, the new job description shall be provided to the Union at the time of creation or modification, but not less than ten (10) days prior to the posting of a vacancy which is caused by the new job description. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed in classified full time positions ~~as follows~~ **in Appendix A**: ~~(also see Appendix A)~~

Accounting Clerk I  
Accounting Clerk II  
Accounts Payable Clerk  
Assistant Maintenance Technician  
Assistant Plant Operator  
Backflow & Integrity Specialist  
Building Inspector

Cemetery Clerk  
Cemetery Manager/Foreman  
Chief Construction Inspector  
Chief Foreman  
Chief Operator  
Clerk I  
Code Compliance Officer

~~2022-19-2024~~<sup>1</sup> Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky

~~Construction Inspector I  
Construction Inspector II  
Custodial  
Electrical Inspector  
Engineering Aide  
Engineering Technician I  
Engineering Technician II  
Engineering Technician III  
Facilities Maintenance Foreman  
Foreman  
Inflow and Infiltration Inspector  
Laboratory Certification Officer  
Laboratory Technician I  
Laboratory Technician II  
Maintenance I  
Maintenance II  
Maintenance III  
Maintenance Construction  
Maintenance Electrician  
Mechanic~~

~~Mechanic Foreman  
Nuisance Control Officer  
Operator I  
Operator II  
Permit Compliance Officer  
Plant Maintenance  
Plumbing Inspector  
Records Clerk  
Registered Surveyor  
Secretary I  
Senior Accounting Clerk I  
Senior Accounting Clerk II  
Senior Accounting Clerk III  
Senior Clerk I  
Senior Clerk II  
Utility Operator I  
Utility Operator II  
Water Distribution Foreman  
Water Integrity Specialist~~

2.2 Management level employees, confidential employees, and supervisors shall not be included in the bargaining unit.

2.3 Whenever new positions are created by the Employer, the Employer will so notify the Union. The parties will confer on whether the position should be included in the bargaining unit. If the parties do not reach agreement, the Union may seek what recourse it has through the State Employment Relations Board.

2.4 "Emergency employee" shall be defined as an employee hired only for an emergency situation of a short duration of time, and he/she has no permanent status. The Employer will provide written notification to the Union listing the number of all Emergency employee positions, appropriate job descriptions and the duration of these assignments.

2.5 "Part-time employee" shall be defined as an employee hired to work thirty (32) hours or less per week for an indefinite period of time. The Employer will provide written notification to the union listing the number of all Part-time positions, appropriate job descriptions and the duration of these assignments. Part-time field employees shall not exceed 15% of the union's employees.

2.6 "Temporary/Agency employee" shall be defined as an employee hired to fill in for a vacancy, injury, or illness of an employee in a current position in the union, hired for a specific time as defined, and shall have no permanent status. The Employer will provide written notification to the Union listing the number of all Temporary/Agency employee positions, appropriate job description and the duration of these assignments.

2.7 "Seasonal employee" shall be defined as an employee hired to perform work of a seasonal nature, e.g., grounds crew, lifeguard, etc., and he/she shall have no permanent status.

*2022~~19~~-2024~~1~~ Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky*

The Employer will provide written notification to the Union listing the number of all seasonal positions, appropriate job descriptions, and the duration of these assignments. Any individual who is hired by the Employer to a seasonal City position shall only be permitted to work nine months during any twelve-month period. At the completion of the nine-month period, the seasonal employee shall be released from his/her employment with the City. The seasonal employee shall not be eligible to be rehired by any City department until at least a three-month period has expired since their release from City service.

2.8 Probationary employee shall be defined as an employee serving an original probationary period of seven hundred twenty (720) working hours. The Employer may remove a newly hired employee during the probationary period and the employee shall have no recourse.

2.9 Emergency, temporary, part-time, and seasonal employees shall not be used to displace regular employees. Emergency, temporary and seasonal employees may only perform work in the maintenance II classification. Part-time employees are not limited to the Maintenance II classification.

**ARTICLE 3**

**UNION REPRESENTATION**

3.1 Staff representatives will be recognized by the Employer as Union representatives in accordance with this Agreement and upon the receipt of a letter so identifying them and signed by the Chief Administrative Officer of the Union or his designee.

3.2 The Union shall submit in writing names of employees to act as Union representatives for the purpose of processing grievances as defined in the Grievance Procedure.

3.3 The Union shall provide the Employer an official roster of its officers and local Union representatives, which is to be kept current at all times and shall include the following:

- (1) Name
- (2) Address
- (3) Home telephone number
- (4) Immediate supervisor
- (5) Union office held

3.4 The Employer shall release not more than two (2) Union representatives, during duty hours, to administer this contract. The Union representatives must request to be released and must state the nature of the Union business involved, but shall not be required to state the specific factual circumstances of the situation. The request for release shall be made to the immediate supervisor. The Union representative shall also inform his/her supervisor where he/she will be.

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

- (1) The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt, or disrupt the normal work

2022-19-2024-1 Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky

duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized in Section 3.4.

- (2) The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area and the nature of the Union activity.
- (3) The parties agree to comply with the provisions of this Agreement which set forth the terms by which the parties shall meet in order to resolve any dispute or differences; however either party may conclude any such meeting, at which time the employees shall immediately return to work.
- (4) If determined that the Union president or steward is abusing the rules of this Section, they shall be subject to disciplinary action.

3.6 The Employer agrees that one (1) non-employee Officer or representative of the Union shall be admitted to the Employer's facilities and sites during working hours upon advance notice to the Employer. Such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the Employer.

ARTICLE 4

**DUES CHECKOFF/FAIR SHARE FEE**

4.1 The City will deduct Union dues from the pay of those employees who individually request, in writing, that such deduction be made. The amount to be deducted shall be certified to the City by the Controller of the Ohio Council 8. The City further agrees to remit to the Controller of Ohio Council 8, 6800 N. High Street, Worthington, Ohio 43085-2512, **via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO,** dues, ~~initiation fees~~, service charges and uniform assessments so deducted from paychecks of the employees covered herein, together with an itemized statement, including name, address, phone number, and classification for the current month after such deductions are made. **The itemized statement will be emailed to Ohio Council 8 at [os8dues@afscme8.org](mailto:os8dues@afscme8.org). The Union will provide the City with the Union's account information for the electronic transfer, and the Union is responsible for notifying the City, in writing, of any change to the Union's account information.**

4.2 If the law as it pertains to fair share fee is overturned, the language below will return to its full force and effect in accordance with the law.

~~4.2 After the date of execution of this Agreement, each employee in the bargaining unit who is not a member of the Union upon completion of his probationary period, shall pay to the Union a fair share fee as a condition of employment.~~

~~4.3 The fair share fee shall be collected by automatic payroll check-off as provided by Section 4117.09(c) of the Ohio Revised Code.~~

~~4.4 The amount of the fair share fee shall be certified to the Employer by the Controller of Ohio Council 8. Such fair share shall not exceed the amount of regular monthly union dues nor shall a fair share fee or a portion of it be certified for collection for activities that the Union is not legally entitled to finance with fair share fees.~~

2022~~19~~-2024~~1~~ Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky

4.5 ~~The Union shall hold the Employer, its officials, representatives, and agents harmless from any claims, actions, or liabilities arising out of or resulting from the deduction of fair share fees.~~

**ARTICLE 5**

**UNION RIGHTS – THROUGH ADMINISTRATIVE SERVICES**

5.1 The City shall provide the Union, through the Department of Administrative Services, with the following information on all employees:

Employee Status Reports

- (A) Bid Postings
- (B) Name of all newly hired employee(s)
- (C) Names of transferred employee(s)
- (D) Names of employee(s) submitting resignations
- (E) Names of employee(s) bidding
- (F) Names of employee(s) retiring

Any changes in the above shall be provided to the Union via e-mail on a monthly basis, including name and classification for each bargaining unit employee.

The Employer will also provide the Union with a revised seniority list every six (6) months, including name and classification for each bargaining unit employee.

5.2 Table of Organization - The City shall provide the Union with a breakdown of its organizational structure. This breakdown shall be provided to the Union in writing and shall list each department and division thereof and shall include a list of all supervisory personnel indicating the department or division that the supervisor has responsibility over. The City shall also provide the Union with a list of all employees in each department along with their classifications.

5.3 ~~Each pay period~~As requested, the City shall provide the appropriate union steward or officer with a copy of the Department Head's list showing the current accumulated sick time, current accrued vacation and current accrued compensatory time for each employee.

**ARTICLE 6**

**NO STRIKE/NO LOCKOUT**

6.1 The union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other concerted action or interruption of operations or Services of the Employer, by its members or other employees of the Employer for the life of this Agreement and any extension thereof.

6.2 The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section 6.1 of this article.

6.3 The services performed by the City employees included herein are essential to the public safety, health and welfare. Therefore, the Union and the City agree that employees may be required to go through picket lines where the continuation of performance of city services is necessary as determined by the Employer. The City agrees to notify representatives of any striking union of the need for city employees to cross such picket lines to perform city services so as not to cause the employee(s) to be considered strikebreakers. The Employer agrees not to require the crossing of any such picket line if there is an apparent threat of injury or bodily harm; however, the Employer shall not be required to pay any employee(s) if no work is performed or if the employee(s) should fail to report to work.

## **ARTICLE 7**

### **MANAGEMENT RIGHTS**

7.1 The Union and the City recognize the right and authority of the Employer, except as specifically modified by this Agreement, to:

- (1) Determine matters of inherent managerial policy which includes the areas of discretion or policy such as functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, lay off, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the Employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the public Employer as a governmental unit.

## **ARTICLE 8**

### **PLEDGE AGAINST DISCRIMINATION AND COERCION**

8.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to age, sex, sexual orientation, gender identity or expression, marital status, race, color, creed, religion, national origin, handicap, political affiliation and involvement or noninvolvement in the Union. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

8.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

8.3 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no unlawful discrimination, interference, restraint, or coercion by the Employer or any employer representative against any employee because of Union membership.

8.4 The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without unlawful discrimination, interference, restraint or coercion.

8.5 The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

## **ARTICLE 9**

### **CORRECTIVE ACTION**

9.1 No employee shall be disciplined except for just cause. Except in instances where an employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.

9.2 The employees shall be entitled to a hearing prior to the imposition of any ~~a~~ suspension, demotion or termination; however every attempt shall be made to resolve an infraction of rules and regulations in an informal manner between the employee, the Union and the employer. The employees may specifically waive subject hearing in writing with a copy to the Employer and the Union.

The employee shall be provided with a copy of all pertinent records and the right to file a written response to the charges. A copy of the decision shall be provided to the employee and the Union.

9.3 The Employer shall be relieved from holding a hearing prior any disciplinary action if the employee is charged with dishonesty, being under the influence of, or the use of alcohol or illegal drugs, the selling or offering for sale of illegal drugs, physical violence, offenses including immoral conduct, gross insubordination or for behavior that presents an immediate danger to the safety of other employees. The Employer agrees not to discharge or suspend an employee without pay, without first offering the employee an opportunity for a hearing. This hearing is to be held between the Employer, the employee, and the Union Representatives. When an employee is suspended prior to a hearing, the president of the Union shall be notified immediately and a hearing before the City Manager or his designee shall be held prior to the end of the fifth (5<sup>th</sup>) regularly scheduled work day, unless otherwise agreed between the employee, the City and the Union. An employee shall not suffer a loss of pay prior to the decision of the hearing officer.

9.4 If an impasse is reached under Section 9.2 above, the employee's supervisor or the supervisory person preferring the charges shall reduce the charges to writing, stating the violation and giving the specifics of the offense and shall serve copies on the Employer, Employee the Union and the City Manager or his designee. Charges shall be brought within a reasonable time of the City's knowledge of the infraction.

9.5 A hearing shall be held by the City Manager or his designee on a date and at a time mutually agreed upon between the City and the Union no more than five (5) work days after the charges have been served on the employee and the Union. In the event the hearing cannot be held because of the authorized absence of the employee from work for any demonstrable reason, then the hearing shall be held within three (3) workdays after the return of the employee. The employee shall have the right to be represented at such hearing by the Union. The City Manager or his designee shall hear the evidence in support of and in defense of the charges and

*2022~~19~~-2024~~1~~ Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky*

shall endeavor to ascertain the truth. The City Manager or his designee shall report his findings to the Union and the employee within five (5) workdays. When necessary, the findings of City Manager or his designee will be sent by certified mail or personal delivery.

9.6 If the City Manager or his designee finds the charges are sustained by sufficient evidence, he shall include in his report to the employee and Union his decision of the proper disciplinary action. If the employee consents to it in writing it shall be final.

If the recommended disciplinary action is a reprimand, it need not be consented to, but shall be placed in the employee's personnel file and the employee shall be served a copy of the reprimand. If, after eighteen (18) months, there is no further disciplinary action against the employee, it shall cease to have force and effect. However, if there is intervening discipline, the previous reprimand shall remain active for an additional like period (i.e. 18 months) and shall continue to be subject to further extension in accordance with the terms of this Article.

If, as a result of the hearing, the City Manager or his designee suspends, demotes or dismisses the employee, the Union may follow the Grievance Procedure, Step IV or V.

9.7 Any bargaining unit member shall have the right to inspect their personnel file, except material which may not be disclosed in accordance with Chapter 149.43 (Ohio Public Records Act) of the Ohio Revised Code, upon request during normal business hours, Monday through Friday (except holidays). The member has the right to provide written authorization in accordance with Chapter 1347 of the Ohio Revised Code for their bargaining agent representative to act for the member in requesting such access to the personnel file and in reviewing said file. The City will request the name of any person requesting to inspect a member's file and will note the date of the request for review along with the name of the person inspecting the file if the name is available. There shall be only one official personnel file for an employee, which shall be kept at a location designated by the City Manager.

9.8 Employees who would like disciplinary records that have ceased to have force and effect removed from their personnel file shall file a written request for removal on the proper records retention form. The removal of any documentation from the personnel file will be undertaken as authorized by and in accordance with the City's records retention policy and Ohio state law.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

10.1 The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation. Punitive action shall not be taken against any employee for submitting a grievance in good faith.

10.2 The term "grievance" shall be defined as any unresolved question or dispute regarding wages, hours, terms and conditions of employment of bargaining unit members, including but not limited to unresolved questions or disputes concerning the interpretation or

application of this Agreement.

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

Any step of the grievance procedure may be eliminated and any time limit set may be extended, in writing, if mutually agreeable to the parties concerned.

A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member shall process the grievance.

The term "day" as used in this Section means work day and shall not include Saturday, Sunday or any holiday.

Written grievances must contain the following information and must be filed on the agreed to Grievance Form. (See Appendix B)

- (1) Aggrieved employee's name and signature
- (2) Aggrieved employee's classification
- (3) Date grievance was first discussed
- (4) Date grievance was filed in writing
- (5) Name of supervisor with whom grievance was discussed
- (6) Date and time grievance occurred
- (7) Where grievance occurred
- (8) Description of incident giving rise to the grievance
- (9) Articles and Sections of Agreement violated
- (10) Resolutions requested

All written answers must contain the following information:

- (1) Date grievance is received at each Step
- (2) The date of the answer
- (3) Name and title of person giving answer
- (4) The reason for denying grievance
- (5) Articles and sections of Agreement relied upon by management for their answer, if applicable

10.4 The following steps shall be followed in the processing of a grievance, in order for an alleged grievance to receive consideration:

STEP I. Within ten (10) days after the occurrence of a grievance, or the employee's knowledge of its occurrence, exercising reasonable diligence, the aggrieved employee shall present his grievance orally to his immediate supervisor.

*2022~~19~~-2024~~1~~ Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky*

Communication by e-mail shall serve as notification of the need for a Step I grievance meeting. The President of the Union shall also be notified by e-mail of the request for a Step I grievance meeting.

STEP II. If no satisfactory settlement is reached by Step I within five (5) days after submission, the grievance shall be reduced to writing and submitted to the Department Head in which the grievance occurred. The Department Head shall answer the grievance in writing within five (5) days.

STEP III. If the grievance still remains unadjusted, it shall be presented to the City Manager and/or his designated representative within five (5) days after the response of the Division head is due. The City Manager and/or his designated representative shall respond in writing within three (3) days. At this step of the grievance procedure either party may request a hearing to discuss the grievance. Said hearing will be scheduled within two days and can be cancelled by mutual consent. If a hearing is held, the City Manager or his designee shall have an additional two (2) days from the date of the hearing to respond to the grievance in writing.

STEP IV. With mutual agreement, grievance mediation may be utilized by the parties after Step 3 of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request within fifteen (15) workdays following the Step 3 answer. If the City and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) workdays of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employee Relations Board (SERB) or other mutually agreed upon mediation service. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, then either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to arbitration.

The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The City may in its discretion determine the number and the makeup of its representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written material to be used solely for the purposes of statistical analysis.

*2022~~19~~-2024~~1~~ Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky*

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

STEP V. ARBITRATION - Should any grievance remain unsettled after exhausting the aforementioned procedure, the Union shall, if they desire, demand arbitration within five (5) days after failing to settle the grievance as outlined in Step III. The parties shall mutually request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The Parties shall meet or confer by telephone within fifteen (15) days of receipt of the FMCS list to select an arbitrator. The arbitrator shall be selected by alternate striking procedure. Either party has the right to reject the list and request a new list.

The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall not be empowered to rule contrary to, amend, or add to or eliminate any of the provisions of this contract. In the case of a discharge or disciplinary layoff grievance the arbitrator shall have the power to return a grievant to his employee status with or without restoration of back pay, or mitigate the penalty as equity suggests under the facts. Expenses incident to the services of the arbitrator shall be borne equally by the parties.

EXHIBIT "A"

At any time after a grievance is submitted to arbitration, either party may request a pre-arbitration conference. This meeting shall be held within ten (10) working days of the request.

10.5 In the event that the City fails to process a grievance within the time required at any step of the grievance procedure, the Union may advance to the next step. The Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time limits to lapse.

10.6 All grievances must be filed through the Union. Union representatives shall have the right to be present at any meetings regarding any grievance for the purpose of assuring that any adjudication of a grievance is in compliance with the contract.

## **ARTICLE 11**

### **LABOR/MANAGEMENT MEETINGS**

11.1 In the interest of sound labor/management relations, upon request of either party, on a mutually agreeable day and time, the City Manager and/or his designee shall meet with three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives of the City and the Union may participate in the meetings if mutually agreeable.

*2022~~19~~-2024~~1~~ Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky*

11.2 An agenda will be furnished by the parties at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- (1) Discuss the administration of this Agreement.
- (2) Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
- (3) Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- (4) Disseminate general information of interest to the parties.
- (5) Discuss ways to increase productivity and improve efficiency.
- (6) To consider and discuss health and safety matters relating to employees.

11.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**ARTICLE 12**

**BULLETIN BOARDS**

12.1 Employer agrees to furnish bulletin boards in each location.

12.2 All Union notices which appear on the bulletin boards shall be posted and removed by Union officials in the bargaining unit and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- (1) Union recreational and social affairs;
- (2) Notice of Union meetings;
- (3) Union appointments;
- (4) Notice of Union elections;
- (5) Results of Union elections;
- (6) Reports of non-political standing committees and independent non-political arms of the Union;
- (7) Regular Union publications not in conflict with 12.3.
- (8) Notice of job postings within the City.
- (9) Overtime lists.

12.3 All other notices of any kind not covered 1 through 7 above must receive prior approval of the Employer or his/her designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- (1) Personal attacks upon any other member or any other employee;
- (2) Scandalous, scurrilous or derogatory attacks upon the administration, or City officials;
- (3) Attacks on and/or favorable comments regarding a candidate for City of Sandusky public office, Union office, or for office in another employee organization of the Employer.

**ARTICLE 13**

**PROMOTIONS**

13.1 When a vacancy occurs or a new job is created, a bid notice shall be posted in the

work group in which the vacancy occurred. For purposes of this contract a work group shall be defined as the group of employees who are named on the overtime list which includes the position in question. The bid notice shall contain:

- (1) The job classification title;
- (2) The desired qualifications for the job;
- (3) The rate of pay for the classification;
- (4) The division work unit; and
- (5) A brief description of the duties to be performed.

This notice shall remain posted for three (3) workdays with a copy provided to the Union as of the day of the posting. If at the end of the posting period there are no bidders from within the work group, then the posting shall be made in all departments within the City the following day and shall remain posted for three (3) work days. If, at the end of this posting period there are no bidders, the City may hire from an outside source to fill the job.

For the purpose of this Section, Saturdays, Sundays and Holidays shall not be considered workdays. The Union shall be notified in writing of the successful bidder. If the Employer does not plan to fill the vacancy, the Union shall be notified in writing.

13.2 It is the policy of the Employer to fill all vacancies for jobs within the bargaining unit from within insofar as is practicable if qualified applicants exist. A combination of the following criteria will be utilized by the Employer to determine whether a bidder (s) for a position is qualified to perform the functions of the position:

- (1) Seniority
  - a. work group
  - b. within the City
- (2) Work experience
  - a. work group
  - b. within the City
  - c. outside
- (3) Education
  - a. related course work
  - b. related training
  - c. other course
- (4) Additional skills and abilities
- (5) Interview of applicants
- (6) Job performance
- (7) Record of attendance

If there is only one qualified bidder he/she shall be awarded the position. If there is more than one bidder who is determined to be qualified for the vacant position the position shall be awarded to the most qualified bidder as determined by the utilization of a combination of the criteria set forth in sections 1 through 7 above. In the event that there are equally qualified bidders for a position, then the position will be awarded to the bidder with the most seniority first within the work group and then within the City.

*2022~~19~~-2024~~1~~ Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky*

In the event the most senior bidder for a position is not selected he/she shall have the right to submit a written request for an explanation of the reason(s) why he/she was not selected. The City shall provide a written response to a request for explanation within fourteen (14) days of its receipt and shall provide a copy of the response to the employee and the Union.

13.3 A person accepting a bid position must remain on that job and will not be accepted for another bid position for a period of twelve (12) months and has not been the successful bidder on more than 2 positions in the thirty-six (36) month period preceding the date of the bid posting. The only exceptions to this restriction are if a new job is created, the bid constitutes a promotion, is a lateral move to another division, or if an employee bids a position during the bump procedure. The City may appoint, on a temporary basis, not to exceed the time limits above, an employee to fill the vacancy until a permanent replacement can be made using the above procedure.

13.4 When an employee successfully bids into an equal or higher pay range position, he or she shall earn a rate of pay at least equal to that of the position from which he or she moved.

13.5 Within four hundred eighty (480) work hours of bidding into and being assigned another job, the employee may request a return to his or her old job or a supervisor may direct his return. If the return is at the employee's request, the employee may not be considered for another bid for a period of twelve (12) months, unless the employee is the only qualified bidder within the City and has not been the successful bidder on more than 2 positions in the thirty-six (36) month period preceding the date of the bid posting. Employees may waive their right to return before the 480-hour period expires. Nothing in this section shall prohibit the Employer from returning an employee to his former position within 480 work hours of bidding into the position.

13.6 All subsequent vacancies created as a result of the bid procedure shall be filled in compliance with the above bid procedure.

13.7 The Union will be provided with current job descriptions/qualifications. If the City desires to change job qualifications, it will discuss the proposed change with AFSCME before implementing it. If no agreement is reached, the City may implement the change but AFSCME may grieve it at Step 5 of the Grievance Procedure.

13.8 In the event that any employee in the Union is promoted into a management position he/she shall serve a six-month probationary period. During this probationary period, his/her Union position may be temporarily filled with an acting position at acting position pay. At six-months (or sooner) the employee may choose to return to his/her original position with only a loss of seniority for the period of time they are out of the Union. If the probationary period of the employee is extended beyond six-months, that employee's only option in returning to the union would be at the lowest available position within the bargaining unit and the employee would retain none of his/her previous Union seniority. Job bids would be noted to explain "acting" positions and "bump back" rights of the employees.

13.9 Employees who are otherwise qualified for a position requiring a commercial driver's license and who, at the time they are the successful bidder for the position, do not possess a commercial driver's license, shall not be disqualified from the position on that basis but shall be

required to obtain a commercial driver's license within four hundred eighty (480) working hours of commencing the position.

#### **ARTICLE 14**

##### **VOLUNTARY DEMOTIONS**

14.1 A voluntary demotion is defined as moving from a position in one classification to a position in another classification with lower pay. A voluntary demotion may be requested by an employee through the bid procedure and shall be treated accordingly. Any employee receiving a voluntary demotion will be paid at the rate established for the position on which he bid.

#### **ARTICLE 15**

##### **SENIORITY**

15.1 In order to give recognition of the service of employees to the City, the following definitions and procedures shall be observed:

(1) CITY-WIDE SENIORITY shall be defined as the length of continuous service from the date of original employment with the City.

(2) Continuous service shall only be interrupted by the severance of the employee from the City. (i.e. Retirement, resignation or termination.)

(3) WORK GROUP SENIORITY shall be defined as the length of continuous service within a work group. For purposes of this contract a work group shall be defined as the group of employees on the overtime list which includes the position in question.

(4) CLASSIFICATION SENIORITY shall be defined as the length of continuous service of an employee within a classification and within the work group and shall only be interrupted when an employee is no longer working in the classification within the work group.

15.2 Probationary employees shall not have their names placed on the seniority lists until they have completed their probationary period at which time their seniority shall start with the date of their original appointment.

15.3 Seniority shall continue to accumulate and shall only be interrupted as provided in this contract.

15.4 Only employees covered by this contract shall have seniority rights under this contract.

#### **ARTICLE 16**

### **LAY OFFS AND RECALL PROCEDURES**

16.1 When it becomes necessary, through lack of work or funds to reduce the number of City employees, emergency, temporary, seasonal, part-time and probationary employees in the affected classification(s) shall be laid off first, in that order within the division(s) in which layoffs occur.

Permanent employees in the affected classifications shall be laid off next by division, with the employees having the least seniority as defined in Article 15 laid off first within the affected classification(s) in the division. It is understood, however, that laid off permanent employees may request to be transferred to other divisions to replace less senior employees, provided they are able to presently and competently perform the work required.

16.2 The names of permanent employees who have been laid off shall be put on an appropriate call-back list according to their seniority. The employees with the most seniority shall be called back first when job vacancies are to be filled or when funds or work are available. Employees shall be rehired from layoff in the reverse order from which they were laid off, before any new employees are hired. If a vacancy exists in a division other than an employee's regular division, call-back shall be bargaining unit wide. However, laid off employees shall retain prior right of call-back to a vacancy existing in his home division. Should an employee be called back to a division other than his regular division, he shall not be entitled to the seniority benefits set forth in paragraph above until he has worked six (6) months in said other than regular division. If at any time during said six (6) calendar months an employee shall refuse a call-back to his regular division, he shall forfeit his prior seniority rights in that division, and his division seniority rights shall begin to be computed as of the first day of employment with his newly elected home department division. In all cases, an employee must be qualified and competently be able to perform the work required.

Individuals on the recall list must maintain a current address with the City so they can be contacted for recall. Individuals must notify the City of their intent to exercise recall rights within five (5) working days of being notified by the City. Individuals accepting recall under this section must return to work within fourteen (14) days of exercising recall rights unless other arrangements have been made.

An individual who declines to exercise his/her recall rights shall forfeit any further right to be recalled and will be removed from the recall list.

16.3 Any challenges to layoffs may only be filed pursuant to Article 10 of this agreement.

16.4 Rules on Work Force Reduction:

- (1) In reducing the work force with respect to filling funded vacancies and exercising bumping rights, employees shall be limited to positions recognized by this Agreement.

- (2) Seniority for the purpose of implementing reductions in staff is defined by Article 15 of this agreement.

If two or more employees have the same seniority date, the resolution of such ties shall be accomplished by the affected employees randomly drawing lots with each lot being assigned a number. The order of seniority will then be determined by the order which the numbers are drawn by the participants with the lowest number being equated with the highest seniority.

- (3) A permanent employee whose position is being eliminated shall have the option, based on seniority, of either filling any existing funded vacancy within the recognized positions for which he/she is qualified or exercising the bumping privilege enumerated in Procedure 16.5 (2) below.

- (4) Employees shall exercise their bumping rights starting with the most senior employees who shall be allowed to displace any less senior employee, up to a number equal to the number of affected employees within the affected class.

- (5) An employee, who selects not to bump in his classification will have the opportunity to bump the least senior employee in a classification the employee is qualified to perform and is at employee's present salary range or lower.

- (6) An employee will be allowed to be placed in a position which is funded and vacant, but in a higher salary range than his/her present position, if he/she is determined to be qualified.

- (7) An employee bumping into another position shall serve a thirty (30) work day probationary period during which he or she may be removed if they cannot perform the job. In the event of such a probationary removal, the employee shall retain bumping prerogatives as to other positions as guaranteed under this contract.

#### 16.5 Procedures on Work Force Reduction:

- (1) Permanent employees, with the least amount of seniority, finally scheduled for termination shall have the right to displace any temporary employee within the recognized positions irrespective of said temporary employee's classification, or any seasonal employee working for the City of Sandusky, provided they have the ability and are qualified to perform the duties of the classification.
- (2) During the process the Union shall be entitled to have representation. An employee who disagrees with the determination of qualifications will be allowed to file a grievance.

16.6 The names of permanent employees who have been laid off shall be put on an appropriate recall list according to seniority. The employee with the most seniority shall be recalled first when the job vacancies are to be filled or when funds and work are available. Employees shall be recalled from layoff in reverse order, before any new employees are hired. In all cases, an employee must be qualified and capable of performing the work required.

16.7 The Local President, Vice-President, Secretary, Treasurer and Chief Steward shall have top seniority for purposes of layoff, bumping and recall.

16.8 Employees shall remain on the recall list for two (2) years from the date of this layoff or displacement.

16.9 Employees who have been laid off for more than two (2) years who apply for a position may be given preferential consideration in the hiring process.

## **ARTICLE 17**

### **WORK SCHEDULES AND OVERTIME FOR NON 24- HOUR OPERATIONS**

17.1 The normal work schedule for full-time employees in the bargaining unit shall be forty (40) hours per week. The workweek shall begin at 12:01 a.m. on Sunday and shall end at 12:00 midnight on Saturday, except for those employees who work on shifts as Water Treatment or Wastewater Treatment Plant employees. For those employees the workweek shall begin with the first shift of the first day of the calendar week and shall end with the last shift begun on the last day of that calendar week.

17.2 An employee who is assigned to work a straight eight (8) hour shift shall receive a one-half (1/2) hour paid lunch each day.

All field employees shall receive a one (1) hour unpaid lunch each day. The workday for field employees shall begin at 7:00 a.m. and end at 4:00 p.m. The lunch period and/or work schedules may be modified upon the written mutual agreement of the Union and the employer, except in emergency situations.

17.3 Each employee may take one fifteen (15) minute paid rest period during the first half of the work day and one fifteen (15) minute paid rest period during the second half of the work day. An employee who works ten (10) hours or more may take a fifteen (15) minute rest period during each two (2) hours of overtime. The paid rest periods discussed in this section shall not be stacked with each other nor with the lunch period.

Rest periods shall be as presently scheduled by the Employer, except in emergency situations the Employer may change the schedule for the duration of the emergency.

17.4 When an employee is required by the Employer to be in active pay status for more than the hours scheduled for work in one day or more than forty (40) hours in any calendar week, he/she shall be compensated for such time, at one and one-half (1-1/2) times his/her regular rate of pay.

When the employee and the Employer have agreed to an alternate work schedule the employee shall be entitled to overtime for hours worked in excess of the agreed to alternate work schedule in any one day or more than forty (40) hours in any calendar week, he/she shall be compensated for such time at one and one-half (1-1/2) times his/her regular pay.

When an employee works overtime on a Sunday, a vacation day that was scheduled at least 48 hours prior to the overtime work, or on a holiday, he/she shall be compensated at two times his/her regular hourly rate of pay.

For employees whose regular workweek commences on, other than Monday for the purpose of this section, the day before the commencement of his/her regular workweek shall be considered to be Sunday. For employees assigned to 12-hour shifts, the consecutive scheduled days off shall be considered as follows for overtime purposes:

Saturday-Sunday

17.5 An employee may request to be compensated with compensatory time off in lieu of payment for overtime worked. Compensatory time off shall be at one and one-half (1-1/2) times the hours of overtime worked or twice the hours of overtime worked as ~~appropriate~~ required by the contract.

Compensatory time shall be scheduled by the employee with the supervisor at a mutually agreeable time. Compensatory time shall not be unreasonably withheld, but will not be scheduled if the compensatory time results in an undue disruption of the operation of the work group or division.

Compensatory time off may be accumulated throughout the calendar year. Employees desiring to have comp time paid out in the last pay period of the year must request the pay out in writing on or before November 15 of the affected year. Accumulated Comp time hours must be used by April 1 of the year following the calendar year in which the hours were accumulated, and if not used by April 1, then the accumulated hours in excess of twenty-four (24) hours will be paid out in cash in the 8<sup>th</sup> pay period of the year at the pay rate at which the hours were earned. Employees may carry over twenty-four (24) hours of comp time to the next year.

Compensatory time may be scheduled in any increments approved by the supervisor and may be taken in conjunction with vacation time.

Compensatory time shall be scheduled on a first-come, first-served basis. In the event more than one employee has requested comp time off for the same period, seniority rights shall prevail.

17.6 Employees who volunteer for changed work schedules shall have first preference for related available overtime. Such overtime hours worked shall not be added to the regularly overtime rotation lists. Available overtime hours related to employees assigned to changed work schedules shall be rotated in accordance with the provisions of Section 17.8.

17.7 Overtime may not be pyramided.

17.8 Work group seniority shall be considered in determining overtime distribution in accordance with the following rules:

- (1) Whenever the Employer determines that overtime is necessary, such overtime shall be distributed evenly among the qualified bargaining unit employees within the work group where the overtime opportunity occurs. A work group seniority rotating overtime list shall be established for each work group according to each employee's work group seniority. The list shall show the work group seniority date of each employee, the amount of earned overtime and if an employee refused overtime, the amount of overtime the employee would have earned if the employee had worked the overtime. Whenever overtime work becomes available, it shall be offered to the qualified employee(s) with the least amount of earned overtime.

In the event the Employer has attempted to contact the employee and received no response, this shall be deemed a refusal. If all employees refuse overtime, and because of an emergency, overtime work is necessary, qualified employees may be assigned overtime. Employees with the least amount of seniority shall be assigned the work and the earned overtime of this work shall not be credited to the employee that worked.

Employees who are off work on sick or injury leave are not eligible for overtime and will not have the overtime hours charged to their account for failure to report. Once an employee returns from sick leave or injury leave and has worked a full shift they shall be returned to the overtime list and will be subject to the terms of this Section 17.8.

- (2) The supervisor of the particular work group performing overtime work shall maintain current records which shall be posted on the work group bulletin board.
- (3) Overtime records shall be established by job classifications in the order of the employee's seniority within class within the department work group. Additional information incorporated in overtime records shall include, but not be limited to, the following:
  - a. The employee's starting date in his present job classification with the department;
  - b. Overtime hours worked and dates of such overtime;
  - c. The date and number of overtime hours offered but not worked, and for the purpose of overtime records, this shall be considered overtime worked;
  - d. Accumulated overtime totals to date.
- (4) New employees in the classification shall immediately be credited with the average number of overtime hours already worked by other

employees within the particular job classifications. Initial (new hires) shall not be added to the overtime list, and are not eligible for overtime unless all employees of the work group have been offered the overtime first. After seven hundred and twenty (720) work hours the new hire shall be credited with the average amount of overtime hours already worked by other employees within the particular job classification.

17.9 Established starting times may be changed and shifts may be split or changed to meet manpower needs.

- (1) If an employee is, for example, regularly scheduled to start work at 7:00 a.m. and then assigned to work snow emergency, he shall have the option of completing his regularly scheduled work shift. If he elects not to complete his regular shift, he shall not be paid for hours not worked, but shall be deemed to have worked them for the purpose of entitlement to overtime pay (that is, those hours not worked for the purpose of determining entitlement to overtime pay).
- (2) It is understood that, in winter emergencies, employees in other departments may be called in if manpower needs are not met by overtime hours worked by Street Department employees. It is further understood that the City will have up to sixteen (16) hours leeway in meeting overtime equalization requirements in connection with snow emergencies.

17.10 The following is the twelve (12) hour shift operation procedure that shall be utilized in the Departments of Water Filtration and Water Pollution Control.

1. An employee shall not work more than sixteen (16) consecutive hours within a twenty-four (24) hour period unless an emergency/calamity situation, which dictates the employee, remains until a relief worker has reported. Under normal operating conditions an employee may not work more than 16 hours in any twenty-four (24) hour period.
2. The workweek for twelve (12) hour shift employees will commence with the first shift worked on Thursday and end the following Wednesday with the last shift.
3. The normal working day for the twelve (12) hour dayshift employees shall Commence at 7:00 a.m. and end at 7:00 p.m. The normal working day for the twelve (12) hour nightshift employees shall commence at 7:00 p.m. and end the following day at 7:00 a.m. A nightshift employee who reports to work at 7:00 p.m. Monday evening and works the twelve (12) hour shift until Tuesday morning at 7:00 a.m., he/she will have completed a four (4) hour workday for Monday (7:00 p.m.-11:00 p.m.) and an eight (8) hour workday for Tuesday (11 p.m. Monday – 7:00 a.m. Tuesday). Employees shall be afforded the right to exercise their classification

seniority within the job classification for the purpose of shift selection when a vacancy occurs or new position is offered.

4. For twelve (12) hour dayshift employees working under the 36/44-hour two (2) week Schedule, the incorporated eight (8) hour "short shift" will commence at 3:00 p.m. and end at 11:00 p.m. on Friday. For twelve (12) hour nightshift employees working under the 36/44-hour two (2) week schedule, the eight (8) hour "short shift" will commence at 11:00 p.m. Friday night and end at 7:00 a.m. Saturday morning.
5. With the agreed to alternate work schedule the employee shall be entitled to overtime for hours worked in excess of the agreed to alternate work schedule in any one (1) day or two (2) week pay period, or any current State and/or Federal labor laws, he/she shall be compensated for such time at one and a half (1-1/2) times his/her regular pay.
6. To achieve the two double-time opportunities within each pay period, these two days shall be the Saturday and Sunday on the twelve (12) hour shift employee's weekend off.
7. Twelve (12) hour shift employees will be entitled to three (3) fifteen (15) minute breaks and one thirty (30) minute paid lunch. For twelve (12) hour shift employees working on the eight hour "short shift", he/she shall be entitled to two (2) fifteen (15) minute breaks and one (1) thirty (30) minute paid lunch.
8. Twelve (12) hour shift employees will earn time and a half (1-1/2) for twelve (12) regularly scheduled working hours on a City recognized full holiday and time and a half (1-1/2) for six (6) regularly scheduled working hours on a City recognized half-holiday. This premium pay is in addition to the eight hours of holiday pay benefit hours.

## **ARTICLE 18**

### **CALL BACK PAY**

18.1 Employees shall receive a minimum of three (3) hours premium pay for emergency call-back overtime and for call in overtime as defined in Section 18.2. The minimum call in pay is available only once during a three-hour period.

An employee working outside his/her classification contiguous to their shift who is then requested to work within his or her classification shall be paid for the actual time worked contiguous to their shift and, in addition shall be paid for not less than the minimum three (3) hour premium, for the new assignment.

18.2 Call-back overtime is defined as overtime not attached to a regular tour of duty or to a scheduled overtime. Call in overtime is defined as that overtime which results from being called in to work prior to the employee's normally scheduled starting time.

## ARTICLE 19

### BARGAINING UNIT WORK

19.1 The Employer shall not assign duties to supervisors nor shall supervisors perform such duties that would properly fall within a classification in the bargaining unit, rather than in a supervisory classification, except in unavoidable situations.

19.2 Furthermore, supervisors shall not perform the duties of a bargaining unit employee solely to deprive the employee of overtime.

19.3 These prohibitions do not apply where there are not employees available to perform the work.

## ARTICLE 20

### WORK OUT OF CLASSIFICATION

20.1 While an employee may work in another classification if assigned to do so, the City may not require the employee to accept the assignment. This shall not be construed as permitting an employee to refuse to perform duties related to his/her classification.

20.2 An employee who accepts an assignment to a higher classification will be paid at the rate of pay for his/her normal classification. In cases where an employee is required to work in a higher classification for a period in excess of ~~fifteen (15) work days~~ **ten (10) consecutive work days** then he/she will be compensated with up to an additional Two Dollars (\$2.00) per hour which will be added to the employee's hourly rate. The additional pay shall become effective **with pay for time worked beginning on the eleventh (11<sup>th</sup>) consecutive day worked.** ~~on the first day of the first payroll after the expiration of the fifteen (15) work day period.~~ In no event will the employee's hourly rate exceed the hourly rate that the incumbent was receiving for the position.

## ARTICLE 21

### SUBCONTRACTING

21.1 The Employer shall not during the life of this Agreement, subcontract work that results in the layoff or reduction of regular hours of any employee in the bargaining unit.

This would not prohibit the Employer from contracting out work or services of a nature and size that they could not be economically performed by employees in the bargaining unit.

Grievances over whether the subcontracting violates this provision of the Agreement shall be filed at the City Manager level of the grievance procedure.

## ARTICLE 22

### VACATIONS

*2022~~19~~-2024~~1~~ Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky*

22.1 All employees in the bargaining unit shall be entitled to annual vacation with pay in accordance with the following schedule:

TOTAL SERVICE	EARNED VACATION
1 - 5 years	2 weeks
6 - 11 years	3 weeks
12 - 17 years	4 weeks
18 - 24 years	5 weeks
25 or more years	6 weeks

Employees hired on or after January 1, 2016 shall be entitled to vacation leave in accordance with the following schedule:

TOTAL SERVICE	EARNED VACATION
Completion of 1 year	1 week
Completion of 2 years	1.5 weeks
3 through 5 years	2 weeks
6 through 8 years	2.5 weeks
9 through 11 years	3 weeks
12 through 14 years	3.5 weeks
15 through 18 years	4 weeks
19 through 21 years	4.5 weeks
22 or more years	5 weeks

- In calendar year 2022, employees may carry over any unused vacation time on the employees' anniversary date. Employees may use this carried over vacation time in the first six (6) months following the employees' anniversary date. Employees that are unable to utilize the carried over vacation time within the six (6) month extension period may request to be paid out for up to 80 hours that was not used.
- ~~Up to two (2) weeks of vacation may be taken in pay at the option of the employee. If the employee chooses to sell back the vacation, it must be sold back in increments of one (1) week.~~ Effective January 1, 2023, up to 80 hours of vacation time may be carried over on the employee's anniversary date. Employees may use these 80 hours of vacation time in the first six (6) months following the employees' anniversary date. Employees that are unable to utilize the vacation time within the six (6) month extension period may request to be paid out for any part of the 80 hours that was not used.

22.2 Vacation as set forth in Section 22.1 shall only be earned on the employee's anniversary date. Employees shall be allowed to take vacation only in the year following the anniversary date on which the vacation was earned.

22.3 Vacation pay shall be calculated and paid at the employee's regular rate of pay at the time the employee takes his vacation.

*2022~~19~~-2024~~1~~ Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky*

22.4 For purposes of this Section, continuous service shall be interrupted only by severance. However, an employee's being on no pay status for more than thirty (30) days shall result in the employee's vacation being prorated by reducing his vacation credits by one-twelfth (1/12) for each thirty (30) days or fraction thereof, during which the employee was in no pay status beyond the first thirty (30) days.

22.5 Total Years of Service **for the purpose of vacation accrual** shall be defined by **Ohio Revised Code § 9.44.** ~~as service with the City of Sandusky for persons hired on or after January 1, 1990. For persons hired prior to January 1, 1990, Total Years of Service shall include all Ohio governmental service.~~

## **ARTICLE 23**

### **HOLIDAYS**

23.1 Each employee, except those whose failure to work would impair the public service or safety, shall be entitled to the following holidays:

- (1) New Year's Day (the first day of January)
- (2) Martin Luther King, Jr. Day (the third Monday in January)
- (3) Washington/Lincoln Day (the third Monday in February)
- (4) One half of the day known as Good Friday (Friday preceding Easter)
- (5) Memorial Day (the last Monday in May)
- (6) Juneteenth (19<sup>th</sup> day of June)**
- ~~(67)~~ Independence Day (the fourth day of July)
- ~~(78)~~ Labor Day (the first Monday in September)
- ~~(89)~~ General Election Day
- ~~(910)~~ Veteran's Day (11th day of November)
- ~~(110)~~ Thanksgiving Day (the fourth Thursday in November)
- ~~(121)~~ Day after Thanksgiving
- ~~(132)~~ Day known as Christmas Eve (the 24th day of December)
- ~~(143)~~ Christmas Day (the 25th day of December)
- ~~(154)~~ One half (1/2) of the day known as New Year's Eve (the 31st day of December)
- ~~(15) — Eight (8) hours of floating holiday~~

\*General Election Day is defined as the election held on the first Tuesday after the first Monday in each November (See, ORC 3501.01(A)).

23.2 In the event any of the aforesaid holidays shall fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the holidays shall fall on Sunday, the Monday following shall be observed as the holiday. For those employees on shifts scheduled in continuous operations (i.e. police dispatcher, water treatment and waste water treatment) the actual day of the holiday shall be the observed day. The employee shall be entitled to holiday pay for holidays observed on the employee's day off regardless of the day of the week on which they are observed, but under no circumstances shall the employee be compensated at the holiday rate twice for the same holiday.

23.3 If the employee's regular schedule is other than Monday through Friday, or if in the opinion of the City Manager his failure to work on any holiday would impair the public service or safety, he shall, at the discretion of the City Manager, be given equivalent time off at a time mutually convenient to the employee and the City, or he shall be paid an extra day's pay for each such holiday he is unable to take off. Provided work performed on designated holidays by plant shift employees and Police Dispatchers shall be compensated at one and one-half (1-1/2) times the employee's regular hourly rate, or at the discretion of the City Manager, as provided above, with an equivalent amount of compensatory time off. An employee not in the division of Police or Fire, whose work schedule is other than Monday through Friday and whose failure to work on any designated holiday would impair the public service or safety, in the opinion of the City Manager, shall be paid a bonus of one-half (1/2) times in addition to his or her regular pay for working on the holiday, unless otherwise modified by mutual agreement of the parties in relation to the 1040/2080 plan set forth in Article 17.10.

23.4 To determine the regular hourly rate of pay, an employee's regular monthly rate of pay shall be multiplied by 12 and the result divided by 2080.

23.5 In order to receive holiday pay, an employee must be in active pay status on his regularly scheduled work day before and his regularly scheduled work day after the day on which the holiday is observed.

## EXHIBIT "A"

ARTICLE 24  
SICK LEAVE

24.1 Each employee shall be entitled to sick leave earned at the rate hereinafter set forth. Each such employee may use sick leave, upon approval of the head of his or her division or department, for absence due to illness, injury, exposure to contagious disease, which could be communicated to other employees, and to illness or death ~~in the of the~~ full-time employee's **father, mother, spouse, child, stepchild, stepfather, stepmother, or foster child, grandparent, sister, brother, father-in-law, and mother-in-law** ~~immediate family. The term "immediate family" is defined as the employee's spouse, child, and stepchild residing with the employee or foster child residing with the employee, or parent, but not parent-in-law.~~ The employee shall call in no later than fifteen (15) minutes prior to the start of a scheduled workday if sick leave is going to be requested.

Unused sick leave shall be cumulative up to the limits hereinafter set forth. Employees may be required to furnish satisfactory proof including a physician's certificate to the effect that absence resulted from one of the causes enumerated in this section. In any event, if more than two (2) consecutive work days of sick leave is to be used, the employee must provide a doctors notice. **Employees shall be entitled to take up to eight (8) hours of their accrued sick leave annually as personal time. The following must be considered when scheduling this personal time and in all instances employees must have supervisor approval:**

- A. **Personal time can be scheduled for any work day throughout the year.**
- B. **Personal time will be scheduled at a minimum of one (1) hour increments.**

- C. More than one employee can use their personal time on a given day but at no time will personal time create overtime. Requests for personal time will not be unreasonably denied.
- D. Personal time does not roll over into the next year. Employees may only take up to eight (8) hours of personal time annually.

24.2 For an employee who works on the basis of eight (8) hours per day, five (5) days per week, and forty (40) hours per week, sick leave shall be earned at the rate of five (5) hours per payroll. Sick leave may be credited each payroll period, but shall be credited at the monthly rate. Sick leave shall be debited by the hours as used. For an employee who works on a basis other than that of eight (8) hours per day, five (5) days per week, and forty (40) hours per week, sick leave shall be earned, accumulated, and debited so that equity among all employees as to sick leave shall be preserved.

24.3 Employees shall be entitled to accumulate an unlimited number of sick days earned at the rate of five (5) hours per payroll.

24.4 A City employee, at the time of retirement from active service with the City, and with ten (10) or more years of service with the City, or with the State, or any of its political subdivisions, is to be paid in cash in accordance with the following schedule:

- Employees with less than 1000 hours of accrued but unused sick leave will receive 25% of the accumulated hours.
- Employees with 1000 hours of accrued but unused sick leave but less than 1500 hours will receive 30% of the total accumulated hours.
- Employees with 1500 hours but less than 2200 hours of accrued but unused sick leave will receive 35% of the total accumulated hours.
- Employees with 2200 or more hours of accrued but unused sick leave will receive 45% of the total accumulated hours.

For Employees hired on or after January 1<sup>st</sup>, 2019, at the time of retirement from active service with the City, an employee with ten (10) or more years of service with the City or with the State or any of its political subdivisions, is to be paid in cash for the value of his/her accrued but unused sick leave in accordance with the following tiered schedule:

- For an Employees first 1000 hours of accrued but unused sick leave will receive 25% of the accumulated hours.
- For an Employees hours 1001 to 1500 hours of accrued but unused sick leave the Employee will receive 30% of these hours upon retirement.

*2022~~19~~-2024~~1~~ Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky*

- For an Employees hours 1501 to 2200 hours of accrued but unused sick leave the Employee will receive 35% of these hours upon retirement.
- For an Employee's hours of 2201 or more hours of accrued but unused sick leave the Employee will receive 45% of these hours upon retirement.

Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

This program will replace all other existing sick leave reduction incentives in the contract.

24.5 When a City employee dies while in the active service of the City, the same cash bonus shall be paid to his or her estate. No length of service required in the case of death.

24.6 Leave Donation Program Members of the bargaining unit may donate sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave under the Personnel Policies or a current Labor Agreement. The intent of the Leave Donation Program is to allow members of the bargaining unit to voluntarily provide assistance to their co-workers who are in critical need of leave due to non-work related serious illness or injury of the employee. Sick leave donation is limited to bargaining unit members of AFSCME Local 1519.

(A) A member of the bargaining unit may receive donated sick leave, up to the number of hours the member is scheduled to work each pay period or as provided in (A)(4) below, if the member who is to receive donated sick leave:

- (1) Has a serious illness or injury;
- (2) Has no accrued leave;
- (3) Has not been approved to receive other benefits; and
- (4) Has applied for any paid leave, or benefits programs for which the member is eligible. A member who has applied for these programs may use donated sick leave to satisfy any waiting period for such benefits, when applicable.

(B) Members may donate sick leave if the donating member:

- (1) Voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;
- (2) Donates a minimum of eight hours; and
- (3) Retains a sick leave balance of at least four hundred (400) hours.

(C) The sick leave donation program shall be administered on a pay period by pay period basis. Members using donated sick leave shall not be considered in active pay status and shall not accrue leave while receiving donated leave. Holidays shall be taken hour for hour as they fall and the member shall not be charged sick leave on that day. Donated sick leave shall not count toward the probationary period of an employee who receives donated sick leave during his or her probationary period. Donated sick leave shall never be converted to a cash benefit.

(D) Members who wish to donate sick leave shall certify on a form provided by the City:

- (1) The name of the employee for whom the donated sick leave is intended;
- (2) The number of hours to be donated;
- (3) That the donating member will ~~retain~~have a minimum sick leave balance of ~~four~~seven hundred (~~400~~700) hours; and
- (4) That the sick leave is donated voluntarily and the member understands that the donated sick leave will not be returned.

(E) No member shall be forced to donate sick leave. The City or the Union may inform other members of the critical need for the donation of sick leave. Neither the Union nor the City shall directly solicit sick leave donations from members. The donation shall occur strictly on a voluntary basis.

(F) No employee may receive more than seven hundred (700) hours of donated sick leave during their employment with the City.

## ARTICLE 25

### PARENTAL LEAVE

# EXHIBIT "A"

### FMLA

25.1 The Union and Employer agree to abide by the terms of the City's FMLA policy, which shall be readily available to bargaining unit members at their work site (See Appendix C).

## ARTICLE 26

### LEAVE OF ABSENCE

26.1 Leaves of absence will be granted to employees under the current practice and in accordance with the City's policies. Such leaves of absence are to be CONFIDENTIAL at the City Manager level, to the extent practical and as allowed by law.

## ARTICLE 27

### COURT DUTY

27.1 Any full-time employee of the City, who is required to serve on the jury in any court of record, shall be paid his regular rate of pay during such periods. The employee shall remit to the City Finance Director whatever sum is paid to the employee as his compensation by the

*2022~~19~~-2024~~1~~ Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky*

Court for services rendered. Remittance to the Finance Director shall be made by submitting an endorsed voucher from the Court. The City shall reimburse the employee for any mileage, if applicable, that has been paid.

27.2 The Employer shall grant leave without pay to an employee for the period of time he/she is required to appear before a court, judge, justice, magistrate, coroner or any other official or official group or commission as a plaintiff, defendant, or witness provided twenty-four (24) hour advance notice is given. The notice requirement may be waived by the Employer in case of an emergency. The employee may request to have the time deducted from his/her vacation, comp time or holiday time.

27.3 The Employer shall grant leave with pay to any employee for the period of time he/her is required to appear before a court, judge, magistrate, coroner, or any other official or official group or commission as a plaintiff, defendant or witness in all work related cases, except when the employee is bringing legal action against the City.

27.4 An employee who is required to appear before a judge, magistrate, coroner, police inquiry or any other official or official group or commission in the performance of his/her duties on a non-scheduled work day, shall be compensated or receive time back at the premium rate, as determined by the City Manager, and/or his/her designee.

**ARTICLE 28**

**MILITARY LEAVE**

28.1 The parties shall comply with all applicable state and federal laws concerning military leave.

**ARTICLE 29**

**UNION LEAVE**

29.1 In order to permit attendance as a delegate or an official representative of Local #1519, AFSCME to any International Convention, the City will grant a Leave of Absence without pay to not more than two (2) employees for a period not to exceed five (5) consecutive work days, provided they can be released from duty without impairing the operation or functioning of the division or department of their employment.

29.2 In order to permit attendance as a delegate or as an official representative of Local #1519, AFSCME, to a state or district convention or meeting, or a Union or labor activity, or a meeting of mutual benefit to the Union and the City, the City will grant a Leave of Absence with pay, to not more than two (2) employees for a period not to exceed two (2) consecutive work days. Additional days may be granted with pay upon the approval of the City Manager.

29.3 The employees may use vacation, personal leave, or compensatory time on record in lieu of leave of absence without pay. Additional days without pay may be arranged if convenient to the City.

**ARTICLE 30**

**FUNERAL LEAVE**

30.1 An employee who must be absent from work due to a death in his immediate family in order to attend the funeral and do other necessary things occasioned by such death, shall be entitled to a leave of absence without loss of pay or sick leave as follows:

- (1) A maximum of four (4) work days, but limited to no more than two (2) work days after the day of the funeral, due to the death of a **father, mother, spouse, child, grandparent, sister, brother, father-in-law, mother-in-law, stepfather, stepmother, grandchild, stepbrother, stepsister, step-child, or foster child.**~~father, mother, spouse, child, grandparent, brother, sister, spouse's father, spouse's mother, grandchild, step-sibling, step-parent.~~
- (2) A maximum of two (2) work days, due to the death of **brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparent-in-law, son-in-law, or daughter-in-law.**~~brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or employee's spouse's grandparent.~~
- (3) Employees shall have time off to attend the funeral and/or wake of a co-worker, conditioned upon the City having a sufficient work force available to perform its essential functions during the time period involved.
- (4) A maximum of five (5) days **to attend funeral services** if the funeral is held more than ~~one~~**three** hundred ~~fifty~~**(300-150)** miles from Sandusky.
- (5) Applications for funeral leave shall be made through the department heads to the City Manager. The City Manager may require documentation and shall have the sole discretion as to whether or not funeral leave shall be granted. Such approval of funeral leave shall not be unreasonably withheld.
- (6) Additional necessary days may be charged against sick leave when approved by the City Manager.

## ARTICLE 31

### WAGES

See attached Appendix D

- 31.1 Effective January 1, 2022~~19~~ 2.0~~4.0~~% increase  
~~31.2~~ Effective January 1, 2023~~0~~ 3.0~~2.2.5~~% increase  
~~31.3~~ Effective January 1, 2024~~1~~ 2.0~~2.5~~% increase

**31.2** The pay raises set forth in this contract shall be payable in and effective for the first payday of the designated year.

In 2022~~1~~, each Employee who has at least one and no more than seven (1-7) years of completed service by January 1, 2022 and is covered by this agreement shall receive a one-time payment of two-hundred and fifty dollars (\$250.00) in the first pay period of June.

~~31.3 Employees who work a regular non-emergency shift that commences on or after 2:00 p.m. shall receive a shift premium of \$.10 an hour (afternoons).~~ Employees who work the night shift of a regular non-emergency 12-hour schedule or whose regular non-emergency shift commences on or after 10:00 p.m. shall receive a shift premium of \$.80 per hour (nights). The amount shall be added to the employee's hourly wage and paid as part of the biweekly payroll.

~~31.4 Upon execution of this agreement, all employees shall be required to be on direct deposit.~~ Effective January 1, 2022, Appendix D shall include an additional step – Step G. There shall be a two percent (2%) differential between Step F and Step G. Employees who have completed eight (8) years of service shall qualify for Step G.

## ARTICLE 32

### EDUCATION BONUS (PREMIUM)

32.1 Each employee shall be entitled to additional compensation when plant operator certifications are required by the State of Ohio and or the City. The compensation shall be granted in the following fashion:

Class I Certification	\$300.00 per year
Class II Certification	\$500.00 per year
Class III Certification	\$600.00 per year

All classifications, which require a State license, which is not granted in progressive steps (i.e. Class I-III), shall be compensated \$100.00. In the event that the Classification requires more than one license that is not granted in progressive steps, the position shall be compensated an additional one hundred dollars (\$100.00) for each licensed secured up

~~2022-19-2024~~<sup>1</sup> *Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky*

to a maximum of three hundred dollars (\$300.00).

32.2 For any other certifications or licenses required of an employee as a condition of employment by the State of Ohio and/or the City (with the exception of the Commercial Driver's License), each employee shall be entitled to one hundred dollars (\$100.00) per year per license, up to a maximum of five hundred dollars (\$500.00) per year, in addition to the bonuses or premiums provided for in Section 32.1.

32.3 The Education Bonus (premium) shall be paid in the 5<sup>th</sup> pay period of each year for the Class Certification listed above, and held on December 31 of the preceding year. Application for such additional compensation shall be presented to the City Manager. A copy of said certification shall constitute application and need not be presented more than once, unless certification is upgraded and a copy of that certification shall be presented.

32.4 The Employer shall pay for an approved correspondence course or for the tuition to Basic Operating Training Course and Advanced Operator Training Course by the Operator Training Committee of Ohio for Wastewater Treatment or Water Treatment, for courses leading to certification. The Employee shall reimburse the Employer if the course is not completed.

32.5 Mileage shall be paid in accordance with Article 47 of this Agreement, reimbursement for travel to school providing the course is completed and for expenses incurred while taking the certification examination conducted by the State of Ohio. A sincere effort shall be made by all employees to utilize car pools for traveling.

32.6

A. The Employer shall pay for tuition cost and book fees incurred for job-related courses at fully accredited colleges or universities. Such course work must be approved as job related prior to enrolling by submitting a description of the course to the employer's department head and by securing the department head's concurrence.

B. The employee shall reimburse the Employer if such employee does not successfully complete the course by achieving a passing grade of C or better, or pass under a pass/fail system. Evidence of successful completion shall be submitted to the department, reimbursement shall take no longer than thirty (30) days after submission of evidence of successful completion of said course. In order to be eligible for reimbursement, the employee shall submit proof of successful completion of the said course within sixty (60) days of the issuance of the final grade. A copy of the City's reimbursement form is an attachment to this contract.

C. Non-accredited institutions shall be acceptable in the event the course work is job related and in the event there are no fully accredited institutions offering similar course work in the immediate geographic vicinity of Sandusky, Ohio. This will apply to trade schools also.

D. In the event that an Employee leaves employment with the City, for any reason other than full retirement, within three (3) years of the date of the City's

*2022~~19~~-2024~~1~~ Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky*

payment for non-mandatory education, training and/or certification, the employee shall be required to reimburse the City for such cost upon the following schedule: If the employee leaves within one (1) year of the date on which the expenditure is paid, the employee shall reimburse the City for 100% of the costs incurred; within two (2) years 75%; within three (3) years 50%. Reimbursable costs shall include tuition and books.

32.7 The City will pay for the fees related to obtaining a license required by the City for up to a maximum of two (2) attempts. The City will only pay for those fees directly related to the employee's attempt(s) to obtain the license. The City will pay for any renewal fees related to any license required by the City and/or the State of Ohio as a condition of the employee's employment. Employees attending such courses during their normal work schedule shall receive their normal rate of pay. Employees attending seminars or educational training during their non-scheduled work time shall receive overtime for such hours, including travel time, hours in class, meal time and break time at premium rate. Compensatory time shall be scheduled off in accordance with departmental procedure.

**ARTICLE 33**

**LONGEVITY**

33.1 Each employee is eligible to receive longevity by payments in accordance with the following schedule after three (3) years of continuous service:

\$25.00 per year for each year of continuous service from 1 - 56 years.

\$35.00 per year for each year of continuous service from 67 - 112 years.

\$50.00 per year for each year of continuous service from 123 - 178 years.

\$65.00 per year for each year of continuous service 189 years and over.

Longevity payments shall be made in the 21<sup>st</sup> pay period of each year.

**ARTICLE 34**

**UNIFORMS**

34.1 The Employer will provide uniforms consisting of once a week delivery of five (5) changes of work uniforms. The uniforms will be provided to such employees as the City Manager may determine, but generally to employees whose work would require overalls or work uniforms. Each employee under this provision shall have eleven (11) uniforms. Every week, he or she will turn in five (5) dirty uniforms and receive five (5) clean uniforms. At the time of turn in, he or she will be wearing one (1), for a total of eleven (11). The employee may request fewer than eleven (11) uniforms, at the employee's option.

34.2 It is mandatory that complete uniforms be worn at all times the employee is on duty unless the employer grants permission otherwise. The Department Director can authorize

change of uniform, i.e. shorts for summer.

## ARTICLE 35

### PAY DAY

35.1 Employees covered by this contract shall be paid every two (2) weeks. Payday shall be on Friday and employees shall receive their paychecks before the end of their workday on Friday no later than 12:00 p.m. on payday. All earned pay and/or wages shall be paid on the paycheck following the close of the pay period. The pay period shall end on the Wednesday of the week preceding payday. If payday falls on a holiday, the payday shall be the last workday before the holiday.

~~35.2 The City reserves the right to convert to a direct deposit system with a local bank, and if implemented for administrative employees, union members will also be offered the same option.~~

## ARTICLE 36

### HEALTH AND LIFE INSURANCE PLAN

36.1 Insurance. The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care insurance, dental and prescription plans, and ancillary coverages (e.g., life, vision, etc.) as are offered by the City. The Employer shall select carriers/providers and otherwise determine the method of provision and coverage, subject to the terms herein. The coverage offerings, level of benefits, terms/conditions of coverage, and the employee cost thereof, shall be the same as that authorized by the City Manager for all non-bargaining unit employees of the City of Sandusky or offered through process below.

36.2 Insurance Committee/Participation. There shall be a City-wide health insurance committee to review coverage and make recommendations for benefits in the following calendar years. AFSCME, Local 1519 shall have one voting member on the committee. No later than ~~November~~ October 15 of each year, the committee shall make a written recommendation to the City Manager for health insurance coverage for the following year for the Buy-up Plan.

36.3 Employee Contributions. Effective January 1, 2022, bargaining unit employees shall be required to pay \$125/per pay period for family coverage and \$75/per pay period for single coverage for comprehensive major medical/hospitalization health care insurance, dental and prescription plans, and ancillary coverages (Buy-up Plan).

Effective January 1, 2023, bargaining unit employees shall be required to pay thirteen percent (13%) of the monthly premium cost/COBRA rate for comprehensive major medical/hospitalization health care insurance, dental and prescription plans, and ancillary coverages (Buy-up Plan), plus any cost coverage above a five percent (5%) increase approved via the insurance committee.

Effective January 1, 2024, bargaining unit employees shall be required to pay fourteen percent (14%) of the monthly premium cost/COBRA rate for comprehensive major medical/hospitalization health care insurance, dental and prescription plans, and ancillary coverages (Buy-up Plan), plus any cost overage above a five percent (5%) increase approved via the insurance committee.

**36.4 Insurance Committee/Plan Changes.** The City has the right to change insurance carriers and/or plans/designs if the City Premium rates of insurance increase by more than 5% in any given year. In lieu of the Employer acting to initiate a plan change to reduce costs below the 5% maximum in a given year, the insurance committee may elect to initiate a plan change to keep the costs within the 5% maximum or elect to absorb those additional costs above the 5% maximum in a given year. If the election is to absorb costs, those costs above the 5% maximum will be split equally by the City and the employee and the employee's share (50%) will be added to the initial increase (i.e. the applicable % employee share for the first 5% of any increase) to calculate the contribution for the following year.

~~Effective January 1, 2019, bargaining unit employees shall pay \$110.00/per period for family coverage and \$60.00/ per period for single coverage.~~

~~Effective January 1, 2020, bargaining unit employees shall pay \$115.00/per period for family coverage and \$65.00/ per period for single coverage.~~

~~Effective January 1, 2021, bargaining unit employees shall pay \$125.00/per period for family coverage and \$75.00/ per period for single coverage.~~

**36.5 Dental/Vision Coverage.** Dental, vision, prescription and health will be provided on the same basis as non-bargaining unit employees of the City.

**36.6 Life Insurance.** The plan will continue provide life insurance coverage equal to the employee's base salary up to an amount not to exceed Fifty Thousand Dollars (\$50,000.00) per year.

**36.7 Insurance Eligibility after Hire.** An employee will be eligible to receive health insurance benefits the day following completion of thirty (30) days of employment. To be a covered employee, the employee must be in active status as of the first working day of the month. For this purpose absence from work due to a health factor is treated as active status. If an employee returns to active pay status before the end of the month, the employer portion of the health insurance premium that was paid by the employee shall be refunded.

**36.8 Alternative Plan Offerings.** Notwithstanding the provisions above, which provide for health care coverage, the Union agrees that the Employer will offer alternative health care coverage programs during the term of the agreement. The costs, contribution rates, and/or the terms and conditions of said alternative programs shall be at the discretion of the Employer and may be subject to change prior to the open enrollment period. In the event of changes in the cost, contribution rates, and/or terms and conditions of such alternative programs, employees may withdraw from said program and shall be entitled to enrollment in the Buy-up Plan, during the open enrollment period.

**ARTICLE 37**

**JOB RELATED DISABILITY LEAVE**

37.1 Any employee unable to perform the substantial and material duties of his or her position of employment as a result of a job-related disability condition or injury shall be entitled to a leave of absence at his or her regular rate of pay for the duration of the period which he or she is medically certified as being unable to perform said duties up to a total period not to exceed twelve (12) months for each disability or for each series of related disabilities.

During any such period of disability leave, the Employer, in addition to paying the employee's regular salary, will make payment into any and all insurance and/or pension plans as required by this agreement, any amendment hereto, and/or otherwise as a part of the employment relationship between the Employer and the employee. During any such period of disability leave the employee shall continue to earn seniority, pension credit, sick leave credit and vacation time. Uniforms or uniform allowance will not be provided.

At the time of the employee's application for disability leave, and at reasonable intervals throughout any period of disability leave, the Employer, at its discretion may require the employee to be examined by a physician or physicians of the Employer's choice, and the Employer shall have the right to disapprove and/or to terminate disability leave, and/or to require the employee to return to work from disability status at any time that the results of said examination or examinations indicate the current ability of the employee to perform the material duties of his or her position. If the employee's physician disagrees with said assessment, the employee shall be examined by a third qualified physician selected jointly by the employee and the Employer, and the opinion of said physician shall be conclusive as to the ability of the employee to return to work at that time.

In the event that at any time during a period of disability leave it is determined with reasonable medical certainty that the employee will be unable to return to the substantial and material duties of his or her position of employment at the conclusion of said disability leave the leave shall be terminated forthwith thereafter.

37.2 In cases in which as a result of the performance of his or her duties of employment hereunder an employee is exposed to a contagious disease, and to the extent that the reasonable expenses directly related to the diagnosis and treatment thereof are not covered by hospitalization and/or medical insurance coverage then available to the employee and/or Worker's Compensation benefits, the Employer will defray the same. The determination as to whether the employee requires diagnosis and/or treatment, or that he or she has been so exposed shall be based on sound and reasonable medical judgment. It shall be the option of the employee as to whether he or she will avail himself or herself of the same, but in cases in which said diagnosis and/or treatment is reasonably required and the employee declines the same the Employer may take such steps as may be necessary to insure and to protect the health, safety and welfare of other City employees and/or the public including the requirement that the employee be excluded from his or her employment for such periods as are reasonably necessary on sick leave, disability leave, vacation time and/or administrative leave as may be appropriate.

37.3 For the purpose of this agreement a subsequent related disability claim is one which involves a condition which resulted in, related to or formed all or a substantial part of the basis of a prior disability claim or as to an earlier claim arises or is presented within a period of six (6) months after the termination of disability leave arising from an earlier disability claim. Other subsequent disability claims shall not be considered related to earlier disability claims.

37.4 Disability claims shall be presented in the manner, on the forms, and reasonable documentation as the Employer may require.

*2022~~19~~-2024~~1~~ Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky*

37.5 No employee shall return to his or her employment from disability leave until and unless medical certification is presented in substantial compliance with the procedure set forth in Article 37.1 of this agreement that the employee is able to perform the substantial duties of his or her employment.

37.6 Periods of probation shall abate during the periods of disability leave or light duty.

37.7 An employee on disability leave pursuant to this article of the agreement may be assigned, at the discretion of the Employer, to part-time service and/or to "light duty" involving duties less strenuous than those incident to his or her regular service upon determination by a medical practitioner that the employee is able to be so assigned. Each such assignment shall not exceed a period of sixty (60) days which period shall be attributable to the one (1) year disability leave period. During any such period of duty the employee shall receive the compensation and benefits attributable to his or her normal position.

**ARTICLE 38**

***CALAMITY/EMERGENCY SITUATIONS***

38.1 The parties agree for the life of this agreement the City shall be considered open at all times when an employee is scheduled to work. Employees not reporting to work shall not be paid.

38.2 The Employer agrees, however, that employees may request and be granted earned vacation, compensatory time or holiday leave for such absences during calamity or emergency situations declared by the City.

**ARTICLE 39**

***MILEAGE ALLOWANCE***

39.1 When an employee is required by the Employer to travel in the performance of his duties to attend training or seminars he/she shall be furnished a departmental vehicle if one is available or at management's discretion, the employee shall be reimbursed for use of his /her private vehicle at the same rate as approved by the City Commission by Ordinance.

**ARTICLE 40**

***SEVERABILITY***

40.1 If any part of this contract or any attachment thereto should be in violation of Ohio Revised Code Chapter 4117, by a tribunal of competent jurisdiction, or if compliance with or enforcement of any part of this contract should be restrained by such tribunal, the remainder of this contract and any attachment thereto shall not be affected thereby.

40.2 If any part of this contract or attachment thereto is held to be invalid or inoperable as described above then only that part of the contract or attachment thereto shall be

immediately opened for negotiations between the parties in an attempt to provide substitute language in compliance with Ohio Revised Code, Chapter 4117.

## **ARTICLE 41**

### **DURATION OF AGREEMENT**

41.1 This agreement shall be effective as of January 1, 2019 and shall remain in full force and effect until December 31, 2021, unless otherwise terminated as provided herein.

41.2 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred and fifty (150) calendar days prior to the expiration date, nor later than one hundred and twenty (120) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

41.3 However, nothing in this article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment or modification is reduced to writing and signed by both parties.

## **EXHIBIT "A"**

### **ARTICLE 42**

#### **SAFETY**

42.1 The Employer and the Union agree to continue to work cooperatively for the safety of the employees through the existing Safety Committee. AFSCME shall continue to have representation on the committee.

42.2 Equipment defects and/or safety problems shall be reported immediately in writing on a standard safety form (attached) to the Supervisor by the employee or Union. A copy shall be provided to the Safety Committee. If, in the judgment of the Safety Committee, the supervisor does not satisfactorily resolve the complaint, the Committee shall refer the matter to the City Manager for final resolution, who shall decide within one working day. Equipment judged to be unsafe by the City Manager shall be tagged and taken out of service so long as it is in unsafe condition.

## **ARTICLE 43**

### **TOOL ALLOWANCE**

43.1 Each mechanic who is required to furnish his or her own tools for use in his or her work with the Employer shall be afforded a tool allowance not to exceed Five Hundred Dollars (\$500.00) per year for the acquisition of the tools by the employee to be utilized in his or her said work. The tool allowance shall be administered by the establishment of a purchase order, in the amount of the tool allowance, for each vendor designated as a supplier by an employee who qualifies for said allowance. There shall be no more than two (2) vendors per employee. Payment

for tools acquired in accordance with this section shall be paid pursuant to the normal administrative procedures for payment under an established purchase order.

#### **ARTICLE 44**

##### **MISCELLANEOUS**

44.1 All salary range adjustments to be made as a result of this contract shall take effect in the first payroll of the effective year.

44.2 The Union and the City shall share equally in the cost of preparing and providing copies required of this contract to each new member of the Union and a copy of the contract shall be issued to a new employee by the Department of Administrative Services at the same time as the payroll forms.

#### **ARTICLE 45**

##### **POLICY ON DRUG-FREE WORKPLACE**

45.1 The parties to this Agreement acknowledge that pursuant to Federal law, the City of Sandusky has established a policy of maintaining itself as a Drug-Free Workplace. Pursuant to said policy, therefore, the parties agree:

- A. That the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the workplaces of the City of Sandusky is prohibited;
- B. That as a condition of employment with the City of Sandusky, employees of the City of Sandusky will abide by the policy set out in Item A above, and will also notify the City of Sandusky of any criminal drug statute conviction for a violation occurring in the workplace, and that said notification shall be made within a period of five (5) days after said conviction;
- C. That an employee who violates the requirements of this Section shall be subject to appropriate disciplinary action up to and including discharge, and, in addition to such disciplinary action, the City of Sandusky may mandatorily refer violators who have engaged in substance abuse to the City's Assistance Program for diagnosis and treatment;
- D. That the City of Sandusky shall provide notice of the content of this policy to each employee.

- E. The parties agree to the adoption of the City of Sandusky's Drug Free Workplace Policy which is incorporated herein and attached hereto as Appendix F.

#### **ARTICLE 46**

##### **COMMERCIAL DRIVER'S LICENSE**

46.1 All employees required to operate a vehicle covered by the Commercial Driver's License law shall be required to obtain a Commercial Driver's License.

46.2 Employees working in jobs that require a Commercial Driver's License shall notify the City immediately if his/her license is suspended, revoked, cancelled or the employee is otherwise ineligible to drive. An employee whose job duties require a commercial driver's license and who is unable to drive due to such reason shall be subject to disciplinary action and reassigned to work available. In the event there is no work available, the employee shall be subject to the layoff procedure.

46.3 The City shall reimburse the employee for the cost of the Commercial Driver's License.

#### **ARTICLE 47**

##### **MEAL & TRAVEL ALLOWANCE**

47.1 Employees shall be subject to and entitled to the benefits related to business travel as more fully set forth in the attached Travel Policy.

#### **ARTICLE 48**

##### **UNION DEDUCTIONS**

48.1 The City will deduct, from the paycheck of all employees who have voluntarily signed a proper legal authorization for up to three (3) union supported activities. Employees desiring to have funds deducted from their pay check for a union supported activity must submit the authorization within the first fifteen (15) days of each quarter. The City will then administer the payroll deductions in the same fashion as deductions for union dues.

#### **ARTICLE 49**

##### **SUCCESSORSHIP**

49.1 This agreement shall be binding on any and all successors and assigns of the employer, whether by sale, transfer, merger, subcontracting, acquisition, and consolidation or otherwise. The Employer shall make it a condition of a sale, transfer, merger, or subcontracting, that the successor shall be bound by the terms of this agreement and that the transferee is obligated to continue to employ all bargaining unit employees in accordance with the terms of this agreement.

#### **ARTICLE 50**

##### **NEUTRALITY**

*2022~~19~~-2024~~1~~ Agreement between AFSCME, Ohio Council 8, Local 1519 and City of Sandusky*

50.1 The Employer agrees it will not file an objection to any Petition for Voluntary Recognition filed by the Union with the State Employment Relation Board to represent those employees who have expressed a majority interest in union representation or where appropriate, will execute and join the Union in filing a Joint Petition for Amendment of Certification to accrete the employees into the existing Bargaining Unit.

**ARTICLE 51**  
**UNION ORIENTATION**

51.1 The Local President or department steward, shall meet with new bargaining unit employees, for no more than thirty (30) minutes concerning the benefits and obligations of being a Union member of AFSCME and to hand out to those new employees a packet of Union information. The Employer shall provide the Union with a list of new hires.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on this

\_\_\_\_\_ day of \_\_\_\_\_, 2022~~1~~.

FOR THE EMPLOYER

FOR AFSCME

\_\_\_\_\_  
Richard Brady  
EX OFFICIO MAYOR

\_\_\_\_\_  
Michal Hamilton  
AFSCME COUNCIL REPRESENTATIVE

\_\_\_\_\_  
Eric Wobser  
CITY MANAGER

\_\_\_\_\_  
Duane J. Loomis  
NEGOTIATION COMMITTEE

\_\_\_\_\_  
Michelle Reeder  
FINANCE DIRECTOR

\_\_\_\_\_  
Michael Delk, Sr.  
NEGOTIATION COMMITTEE

\_\_\_\_\_  
Brendan L. Heil  
LAW DIRECTOR

\_\_\_\_\_  
Nathan Leimeister  
NEGOTIATION COMMITTEE

\_\_\_\_\_  
Matthew Wilson  
NEGOTIATION COMMITTEE

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE RATIFYING, ACCEPTING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SANDUSKY, AN OHIO CHARTER MUNICIPAL CORPORATION, AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL #1519, THE COLLECTIVE BARGAINING UNIT FOR CERTAIN EMPLOYEES OF THE CITY OF SANDUSKY, FOR THE PERIOD JANUARY 1, 2022, THROUGH DECEMBER 31, 2024, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the most recent collective bargaining agreement between the City of Sandusky, Ohio, an Ohio Charter Municipal Corporation, and the American Federation of State, County and Municipal Employees Local #1519, the collective bargaining unit for certain employees of the City of Sandusky, expired on December 31, 2021; and

**WHEREAS**, pursuant to the terms and provisions of Chapter 4117 of the Ohio Revised Code, the City engaged in negotiations with the bargaining unit for the purpose of agreeing upon and entering into a successor agreement to the most recent collective bargaining agreement; and

**WHEREAS**, representatives of the City and the bargaining unit have negotiated a new agreement, a copy of which is attached to this Ordinance, marked Exhibit "A" and specifically incorporated as if fully rewritten herein; and

**WHEREAS**, this agreement is subject to the ratification, acceptance, and approval by this City Commission and it is the recommendation of the representatives of the City that the agreement substantially in the same form as reflected in Exhibit "A" be ratified, accepted, and approved by this City Commission; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the new agreement to be ratified, accepted and approved immediately as the predecessor agreement expired on December 31, 2021; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists to permit the immediate ratification, acceptance and approval of the collective bargaining agreement with the American Federation of State, County and Municipal Employees Local #1519, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The agreement between the City of Sandusky, Ohio, and the American Federation of State, County and Municipal Employees Local #1519, by its terms effective from January 1, 2022, through December 31, 2024,

substantially in the same form as reflected in Exhibit "A" which is specifically incorporated as if fully rewritten herein is ratified, accepted and approved by this City Commission together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose of this Ordinance as set forth in the preambles hereto.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. The City Manager is authorized and directed to forward certified copies of the foregoing Ordinance, together with copies of the agreement appended hereto to the State of Ohio, Employment Relations Board, and to the Association.

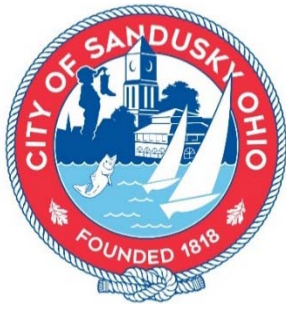
Section 5. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST:

\_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: January 24, 2022



---

## CITY COMMISSION OFFICE

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5850  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

TO: City Commission

FROM: Jason Werling  
Recreation Superintendent

DATE: January 18, 2022

**Subject: Commission Agenda Item – Agreement with Lange Trust of the Sandusky Library**

**ITEMS FOR CONSIDERATION:** Legislation approving an agreement with the Lange Trust of the Sandusky Library for use of the Jackson Street Pier amenities and to be a programming partner during 2022.

**BACKGROUND INFORMATION:** The Lange Trust of the Sandusky Library has been curating cultural programming within Erie County and Sandusky for many years. They have brought public art to the city with their outdoor sculptures, and have traditionally worked with the Sandusky State Theatre to bring free and cultural performances to the residents of our area. With the Sandusky State Theatre being under construction, the city entered into an agreement in 2021 with the Lange Trust leadership to produce these events outdoors on the new Jackson Street Pier last year.

The city is excited to continue the partnership in 2022, and to continue to use the expertise of the Lange Trust to provide highly production value, cultural events to the residents of Sandusky and Erie County. The city will provide use of the Jackson Street Pier amenities and assist with the logistical side of production, in exchange for the Lange Trust sponsoring the events, up to \$50,000. All events will be free and open to the public.

**BUDGETARY IMPACT:** The Lange Trust will provide \$50,000 to the City of Sandusky to assist with the curation of these cultural events at the Jackson Street Pier. These dollars will go into the programming fund.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared approving the events partnership agreement with the Lange Trust of the Sandusky Library, for the 2022 year. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to immediately execute the agreement and allow the City to continue with budgetary and event plans at the Jackson Street Pier this year.

I concur with this recommendation:

---

Eric Wobser  
City Manager

---

Jason Werling  
Recreation Superintendent

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SPONSORSHIP AGREEMENT WITH THE LIBRARY ASSOCIATION OF SANDUSKY, OHIO, FOR PROGRAMMING EVENTS AT THE JACKSON STREET PIER IN 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission approved a Sponsorship Agreement with the Library Association of Sandusky, Ohio, for programming events at the Jackson Street Pier during 2021 by Ordinance No. 21-090, passed on June 14, 2021; and

**WHEREAS**, the City and the Sandusky Library desire to provide cultural and educational programming events to benefit the citizens of the City of Sandusky and Erie County; and

**WHEREAS**, Sandusky Library is a beneficiary of The Norbert A. Lange and Marion Cleaveland Lange Trust and under the terms of the trust instrument, income received by Sandusky Library must be used by it in the promotion of cultural and educational enterprises in the City of Sandusky and the adjacent area within Erie County, Ohio; and

**WHEREAS**, the City and the Sandusky Library desire to continue the collaborative relationship to facilitate the presentment of Programming Events during the 2022 calendar year, in which the City will host the events and the Sandusky Library will, in part, sponsor the event by providing funding, through eligible Lange Trust income, for certain customary and reasonable expenses incurred in providing such cultural and educational programming; and

**WHEREAS**, the City seeks to increase the economic vitality of downtown, and provide free educational and cultural programming for the Citizens of Sandusky; and

**WHEREAS**, pursuant to the agreement, the Lange Trust will provide up to \$50,000.00 in reimbursable funds to the City to assist with the curation of cultural events at the Jackson Street Pier in calendar year 2022; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and allow the City to continue with budgetary and event plans at the Jackson Street Pier this year; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Division of Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager be and hereby is authorized to execute a Sponsorship Agreement with the Library Association of Sandusky, Ohio, for the sponsoring of programming events at the Jackson Street Pier in 2022, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: January 24, 2022

## **SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (the "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **City of Sandusky** (the "City"), and **THE LIBRARY ASSOCIATION OF SANDUSKY, OHIO** (the "Sandusky Library") (collectively the "Parties").

**WHEREAS**, the City and Sandusky Library desire to provide cultural and educational programming events to benefit the citizens of the City of Sandusky and Erie County ("Programming Events");

**WHEREAS**, Sandusky Library is a beneficiary of The Norbert A. Lange and Marion Cleaveland Lange Trust (the "Lange Trust"). Under the terms of the trust instrument, income received by Sandusky Library must be used by it in the promotion of cultural and educational enterprises in the City of Sandusky, Ohio and the adjacent are within Erie County, Ohio. In addition, all cultural or educational enterprises sponsored in whole or in part by Lange Trust funds must be open and free to and for the public of Erie County. In addition, the Trust mandates that no part of trust funds available to the Sandusky Library be used in the promotion, assistance, or support of public or private schools, athletic groups or athletic events, or for the support of students or for student scholarships.

**WHEREAS**, the Parties wish to enter into a collaborative relationship to facilitate the presentment of Programming Events during the 2022 calendar year, in which the City will host the events and the Sandusky Library will, in part, sponsor the event by providing funding, through eligible Lange Trust income, for certain customary and reasonable expenses incurred in providing such cultural and educational programming.

**WHEREAS**, the City seeks to increase the economic vitality of downtown, promote community engagement with the Jackson Street Pier, and provide free educational and cultural programming for the Citizens of Sandusky (Programming Events"); and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. For Programing Events approved by The Library as eligible for Lange Trust sponsorship under the terms of the trust, Sandusky Library agrees to expend (or reimburse the City for its expenditure) a total of Fifty Thousand Dollars (\$50,000), or such lesser amount as is the total of the Lange Trust fund eligible invoices tendered by the City ("Sponsorship Funds") for customary and reasonable costs specified in this Agreement that are incurred by the City in its presentment of Programming Events that take place during calendar year 2022.

2. Upon presentment of an invoice and supporting documentation by the City, Sandusky Library shall pay such portion of the following costs eligible for Lange Trust funding under the terms of the trust, for Programming Events that take place during calendar year 2022, until such time as the Sponsorship Funds are exhausted:

- a) Compensation of performers, artists, musicians, or their other entertainment staff.
- b) Advertisement of event(s),
- c) Rental of stage equipment,
- d) Local lodging and transportation expenses of performers; artists, musicians, or their other entertainment staff
- e) Catering services for performers.
- f) Such other expenses pre-approved in writing by Sandusky Library, through its Director, before the expense is incurred by the City;

In order to qualify for Sponsorship, the invoices for expenses incurred by the City for an event must be tendered to the Sandusky Library for payment on or before ninety (90) days after the date of performance of each such Programming Event.

3. For purposes of this Agreement, the educational or cultural entertainment performers listed in attached Exhibit A, if selected by the City, have been reviewed by the Norbert A. Lange and Marion Cleaveland Lange Trust Committee of the Sandusky Library, and are deemed to be approved by the Sandusky Library as eligible for Sandusky Library sponsorship through use of Lange Trust funds. All other cultural or entertainment performers selected by the City must be pre-approved in writing by the Director of the Sandusky Library before the City's selection(s) are deemed eligible for Sandusky Library sponsorship.

4. In exchange for the funds provided herein to the City, the City shall:

a. Plan and host Programming Events that will take place in the calendar year 2022 that have approval of Sandusky Library for Lange Trust fund sponsorship, in whole or in part;

b. The Programming Events sponsored by the Sandusky Library with use of Lange Trust funds shall have publicity for the event that includes the following language: "This event/concert/project is made possible by the Lange Trust through the Sandusky Library". The City agrees to provide and prominently display at sponsored Programming Events a banner advertising Sandusky Library's financial sponsorship through Lange Trust funds. The City and The Lange Trust Committee will use reasonable efforts and good faith to jointly agree on the size, text, and appearance of the banner, and the location for display of the banner at sponsored Programming Events.

c. The City shall be responsible for hosting the events described herein, including hiring any performers, musicians, artists, or other entertainment, procuring any necessary supplies, and providing the necessary facilities and staffing for said events;

d. The City shall be responsible for the marketing and promotion of said events; and

e. The City shall secure, at its sole cost and expense, liability insurance that includes event liability coverage for the Program Events in an amount not less than \$1,000,000 per claim and \$3,000,000 in the aggregate and name "THE LIBRARY ASSOCIATION OF SANDUSKY, OHIO" as an additional insured for these events. The City will provide the Sandusky Library with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance.

f. The City shall be responsible for complying with all federal, state, and local law in its role as planner and host of the Programming Events, including, but not limited to, compliance with all existing public health executive orders issued in response to the Covid-19 Pandemic, if any. The City's logistical plan shall include COVID-19 safety protocols to make it both possible and required for attendees at its Procedural Events to comply with the requirements and restrictions of public health orders, if any, that are in place at the time of the event, such as mandatory mask requirements, social distancing, and placement of signage for Programming Events sponsored in whole or in part by the Sandusky Library in order to protect the well-being of attendees from the dangerous effect of COVID-19.

g. To assist Sandusky Library in its documentation of Lange Trust fund expenditures for accounting purposed, The City agrees to include with each such invoice submitted to Sandusky Library identification by performance date the specific event for which the financial obligation was incurred by the City, and shall attach any contract(s) between the City and any third party that support the debt evidence in the invoice, and include copies of receipts evidencing pre-payment by the City, if any,

4. The City shall plan the events and/or programming described herein in conjunction with the Sandusky Library. The Sandusky Library shall have the right to approve and/or reject any and all events that will be sponsored by the Sandusky Library with Lange Trust funds, including approving any performers, artists, musicians, or other entertainment.

5. All events and programming sponsored by the Lange Trust shall comply with the terms of the Trust document ~~and the~~ including, but not limited to the following conditions:

a. The events must take place in Erie County;

b. The events shall be free of charge and open to the entire public of Erie County;

c. Tickets, if any, shall be distributed as agreed with the Lange Trust Committee; and

d. No alcohol may be sold at the Lange-Trust sponsored events.

6. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

7. All material changes or modifications to this Agreement, not including the selection of entertainment, shall be approved in writing by both Parties prior to such change or modification becoming effective. Any request by the City for any expenditure of Lange Trust funds by Sandusky Library over and above the \$50,000.00 Sponsorship Funds identified above, is deemed to be a material change or modification of this Agreement. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as this Agreement.

8. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

9. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Erie County, Ohio.

**IN WITNESS WHEREOF**, the parties hereto have caused this Sponsorship Agreement to be executed by their respective officers thereunto duly authorized on the day and year set forth above.

**THE CITY OF SANDUSKY:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE LIBRARY ASSOCIATION OF SANDUSKY,  
OHIO**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

The Sandusky Library and its subcommittee, the Norbert A. Lange and Marion Cleaveland Lange Trust Committee has approved the following list of talent groups for events in the year 2022:

*The Boy Band Review* - from BiCoastal

*Mojo and the Bayou Gypsies* - from BiCoastal

*Bruce in the USA* - from SRO Artists

EXHIBIT "1"



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave  
Sandusky, Ohio 44870  
419.627.5707  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager

**From:** Jonathan Holody, Community Development Director

**Date:** January 14, 2022

**Subject:** Commission Agenda Item – Feick Building EZ Agreement Amendment

**Items for Consideration:** Legislation approving an amendment to the Enterprise Zone Agreement between the City of Sandusky and Feick Building, LLC for the purposes of furthering economic development efforts in the City.

**Background Information:** The City of Sandusky and Feick Building LLC entered into an Enterprise Zone Agreement dated April 22, 2020 whereby the City granted 75% tax abatement for a period of ten years for the planned improvements to the historic, eight-story Feick Building located at 158 E. Market Street.

Due to the COVID pandemic and changes to local market conditions, the company modified its initial renovation plans for the upper seven floors from the development of office space to 42 market-rate apartments. The plans continue to call for retail use on the first floor. The total project costs, including acquisition, is estimated at over \$8 million with a completion date of 12/31/2022.

Based on the revised project plans, the City can expect 60 – 65 new residents and an estimated \$4 million of annual resident income, 12 - 14 new full time equivalent positions resulting in \$2.4 million of new payroll by 2026, and 30 full-time equivalent construction employees with a total payroll of \$2.7 million during the construction period.

An Enterprise Zone Agreement Amendment is needed to reflect the revised project plans and estimated project timeline, cost, and employment/payroll figures.

**Budgetary Information:** The percentage and number of years of real property tax abatement provided to the project will remain the same. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into an Enterprise Zone Agreement Amendment with the company. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the Grant Agreement and ensure the timely completion of the project.

I concur with this recommendation:

---

Eric L. Wobser  
City Manager

---

Jonathan Holody  
Community Development Director

cc:     Brendan Heil, Law Director  
         Michelle Reeder, Finance Director  
         Cathy Myers, Clerk of the City Commission

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE ENTERPRISE ZONE AGREEMENT WITH FEICK BUILDING LLC, RELATING TO PROPERTY LOCATED AT 158-160 EAST MARKET STREET, AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Feick Building LLC, in conjunction with its affiliated development company, Marous Development Group, LLC, is redeveloping the century-old 8 story steel, approximately 60,000 square foot building located at 158-160 E. Market Street and commonly known as the Feick Building, for office and commercial use and tenancy, and project includes the parking lot on E. Market Street and the parking lot on Wayne Street; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an Enterprise Zone Agreement with Feick Building, LLC, for a 10-year, 75% tax abatement on the planned improvements to the historic building by Ordinance No. 20-066, passed on April 13, 2020; and

**WHEREAS**, due to the COVID pandemic and changes to local market conditions, Feick Building, LLC modified its initial renovation plans for the upper seven floors from the development of office space to 42 market-rate apartments and will continue plans for retail use on the first floor with a total project costs, including acquisition, estimated at over \$8 million with a completion date of January 31, 2022; and

**WHEREAS**, based on the revised project plans, the City can expect 60 – 65 new residents and an estimated \$4 million of annual resident income, 12 - 14 new full time equivalent positions resulting in \$2.4 million of new payroll by 2026, and 30 full-time equivalent construction employees with a total payroll of \$2.7 million during the construction period; and

**WHEREAS**, an Enterprise Zone Agreement Amendment is required to reflect the revised project plans and estimated project timeline, cost, and employment/payroll figures; and

**WHEREAS**, it is being requested in companion legislation to approve a First Amendment to the Grant Agreement for redevelopment of the Feick Building located at 158-160 E. Market Street; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to immediately execute the agreement and ensure the timely completion of the project; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development,

of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This Commission hereby approves the First Amendment to the Enterprise Zone Agreement with Feick Building LLC, pursuant to the terms and conditions contained therein, a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

Section 2. The City Manager is hereby authorized and directed to execute the Amendment to the Enterprise Zone Agreement with Feick Building LLC, on behalf of the City in accordance with the terms and conditions as contained in the form of the agreement marked Exhibit "1" attached to this Ordinance and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

**PAGE 3 - ORDINANCE NO. \_\_\_\_\_**

adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: January 24, 2022

**FIRST AMENDMENT TO**  
**ENTERPRISE ZONE AGREEMENT**

**THIS FIRST AMENDMENT TO ENTERPRISE ZONE AGREEMENT** ("Amendment") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between the **CITY OF SANDUSKY, OHIO** (the "**City**"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and **FEICK BUILDING LLC** (the "**Company**"), an Ohio limited liability company (each a "Party" and collectively the "Parties").

**WHEREAS**, on April 22, 2020, the City and the Company entered into certain legislation, Ordinance No. 20-066 and pursuant to an executed Enterprise Zone Agreement (the "Agreement") whereby the City granted to the Company a ten (10) year, seventy-five percent (75%) tax exemption for the real property improvements made to the Project (as defined in the Agreement) site; and

**WHEREAS**, due to the COVID pandemic, market and economic changes, and in the best interests of the City, the Company modified the initial renovation plans, so the Project will consist of forty-two (42) market rate apartments on the upper seven (7) floors and restaurant, retail and/or office use on the first floor, along with a first-floor lobby and amenities for the apartment residents (the "Revised Project"); and

**WHEREAS**, in connection with the Revised Project plans, the initial estimated economic impacts of the Project have changed resulting in approximately 60-65 new residents that will reside at the Revised Project, producing an estimated \$4 million of annual resident income, and revised new temporary construction jobs and permanent full-time equivalent employee jobs.

**WHEREAS**, in order for the Company to complete the Revised Project, the Company has entered into certain agreements with CFBank, National Association, (the "Bank") for financing the amount of Five Million Three Hundred Twenty-Eight Thousand and 00/100 Dollars (\$5,328,000.00) of the Revised Project (the "Loan"); and

**WHEREAS**, in connection with the Loan, the Bank has requested that the City and the Company amend the Agreement to allow for the City to administratively consent and enter into a Collateral Assignment of Rights Under Incentive Agreements ("Assignment"). The Assignment will provide that in the remote event of the Company defaulting under the Loan, the Company would assign all of its rights, title and interest in the Agreement (and other documents reasonably requested by the Bank) in connection with the Loan or Revised Project to the Bank, provided that, in the event of any such assignment, the Bank shall assume both the benefits and the obligations of the Company under the Agreement as if the Bank were a party thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Section 1 of the Agreement shall be deleted in its entirety and replace with the following:

“The Company shall renovate and buildout residential apartments on the upper seven (7) floors and on the first floor shall renovate and buildout commercial restaurant, retail and/or office space, along with a lobby and amenities for apartment residents, including certain tenant improvements. The Company estimates an anticipated real estate investment for the Project of \$8 million including acquisition costs. The Project represents a significant new investment on the site. The construction has commenced and is expected to be completed by December 31, 2022.

2. Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:

“The Project is anticipated to create, within the below delineated time frames, 12-14 new full-time equivalent job positions between December 31, 2022 and December 31, 2026. The projected hiring schedule is as follows:

<u>Hired By Date</u>	<u>New Full-Time Equivalent Positions</u>
12/31/22	12
12/31/23	12
12/31/24	13
12/31/25	13
12/31/26	14

The above full-time equivalent job positions must be sustained throughout the duration of this Agreement. The increase in the number of employees per above will result in approximately \$2.4 million of new payroll at the Project by the end of 2026.

The Company will employ an average of thirty (30) full-time equivalent construction workers at the Project during the construction period. Total construction payroll is estimated at \$2.7 million.

As of the Effective Date of this Agreement, there are currently –0- employees and –0- existing payroll at the Project.”

3. The second to the last paragraph of Section 5 of the Agreement shall be deleted in its entirety and replaced with the following:

“The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption under this Agreement shall commence after 2023 nor extend beyond 2032.”

4. The following shall be added after Section 18 of the Agreement:

“19. The City hereby approves the assignment of the Agreement to the Bank only in the event of a continuing default by the Company under the Loan, provided, however, that Bank’s receipt of the benefits under the Agreement shall be conditioned upon

Bank’s performance of the obligations of the Company in accordance with the Agreement. The City is authorized to enter into the Assignment. The Company and the City agrees and acknowledges that the Agreement, as may be amended from time to time, may be assigned, in whole or in part, or transferred to the Bank, or other lenders for the Project, with the City’s written consent, which may be administratively given without City Commission approval and which the City’s consent will not be unreasonably, withheld, conditioned, or delayed.”

Except as expressly modified hereby by this First Amendment, the existing terms and conditions of aforesaid Agreement are hereby confirmed and ratified and made a part of this First Amendment and the Agreement shall remain in full force and effect.

**FEICK BUILDING LLC,**  
An Ohio limited liability  
company

By:\_\_\_\_\_

Name: Adelbert P. Marous, Jr.

Its:     Manager

EXHIBIT "1"

**CITY OF SANDUSKY, OHIO**

By:\_\_\_\_\_

Name: Eric Wobser

Its:     City Manager

The legal form of the within instrument is hereby approved.

\_\_\_\_\_  
Director of Law  
City of Sandusky



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave  
Sandusky, Ohio 44870  
419.627.5707  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager

**From:** Jonathan Holody, Community Development Director

**Date:** January 14, 2022

**Subject:** Commission Agenda Item – Feick Building Grant Agreement Amendment

**Items for Consideration:** Legislation approving an amendment to the Grant Agreement between the City of Sandusky and Feick Building, LLC for the purposes of furthering economic development efforts in the City.

**Background Information:** The City of Sandusky and Feick Building LLC entered into a Grant Agreement dated April 22, 2020 whereby the City agreed to provide a grant in the amount \$1,300,000 towards the planned improvements to the historic, eight-story Feick Building located at 158 E. Market Street.

Subsequently, the company entered into various agreements with CFBank, National Association for project financing the amount of \$5,328,000. The project financing is conditioned on the bank's ability to assume the rights and responsibilities of the City grant in order to complete the project should the company default on the bank loan. An amendment to the grant agreement is needed to allow for the assignment in the event of a default.

**Budgetary Information:** The total grant amount and conditions for disbursement (ie completion of project benchmarks) will remain the same. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement Amendment with the company. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the Grant Agreement and ensure the timely completion of the project.

I concur with this recommendation:

---

Eric L. Wobser  
City Manager

---

Jonathan Holody  
Community Development Director

cc: Brendan Heil, Law Director  
Michelle Reeder, Finance Director  
Cathy Myers, Clerk of the City Commission

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND APPROVING A FIRST AMENDMENT TO THE GRANT AGREEMENT WITH FEICK BUILDING LLC, IN RELATION TO THE PROPERTY LOCATED AT 158-160 EAST MARKET STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission declared the City's intention to invest in the redevelopment of the Feick Building located at 158-160 E. Market Street by granting funds up to \$1.3 Million to Marous Development Group, LLC, by Resolution No. 016-18R, passed on March 26, 2018; and

**WHEREAS**, Feick Building LLC, in conjunction with its affiliated development company, Marous Development Group, LLC, is redeveloping the century-old 8 story steel, approximately 60,000 square foot building located at 158-160 E. Market Street and commonly known as the Feick Building, for office and commercial use and tenancy; and

**WHEREAS**, this City Commission authorized and approved a grant in the amount of \$1,300,000.00 to Feick Building, LLC, in relation to the property located at 158-160 East Market Street by Ordinance No. 20-067, passed on April 13, 2020, with funds allocated from the Capital Projects Fund; and

**WHEREAS**, subsequently, Feick Building, LLC entered into various agreements with CFBank, National Association for project financing and the financing is conditioned on the bank's ability to assume the rights and responsibilities of the City grant in order to complete the project should Feick Building, LLC default on the bank loan and this First Amendment provides for this assignment in the event of a default; and

**WHEREAS**, it is being requested in companion legislation to approve an amendment to the Enterprise Zone Agreement with Feick Building LLC, relating to tax abatement; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Grant Agreement and ensure timely completion of the project; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission authorizes and directs the City Manager to enter into a First Amendment to the Grant Agreement with Feick Building LLC, for

financial assistance related to the property located at 158-160 East Market Street for the purpose of furthering economic development efforts in the City, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City's Commission and any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: January 24, 2022

**FIRST AMENDMENT TO**  
**GRANT AGREEMENT**

**THIS FIRST AMENDMENT TO GRANT AGREEMENT** (“Amendment”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF SANDUSKY, OHIO** (the “City”), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and **FEICK BUILDING LLC** (the “Company” or “Feick”), an Ohio limited liability company (each a “Party” and collectively the “Parties”).

**WHEREAS**, on March 26, 2018 and April 22, 2021, the City and the Company have entered into certain legislation where the City has agreed to grant One Million Three Hundred Thousand and 00/100 Dollars to the Company in order for the Company to renovate the iconic Feick Building; and

**WHEREAS**, due to market and economic changes, the Company has decided to amend the initial renovation plans of the Feick Building to provide a mixed-use development consisting of forty-two (42) market rate apartments on the upper seven (7) floors and retail and/or restaurant use on the first floor (the “Project”); and

**WHEREAS**, in order for the Company to complete the Project, the Company has entered into certain agreements with CEBank, National Association, (the “Bank”) for financing the amount of Five Million Three Hundred Twenty-Eight Thousand and 00/100 Dollars (\$5,328,000.00) of the Project (the “Loan”); and

**WHEREAS**, in connection with making the Loan, the Bank has requested that the City and the Company amend the Grant Agreement, dated April 22, 2020 (the “Agreement”) to allow for the City to administratively consent and enter into a Collateral Assignment of Rights Under Incentive Agreements (“Assignment”), in which in the remote event of Feick defaulting under the Loan, Feick would assign all of its right, title and interest in the Grant Agreement and other documents reasonably requested by the Bank in connection with the Loan or Project to the Bank so the Project can be completed.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Section 3 of the Agreement shall be deleted in its entirety and replaced with the following: The City hereby approves the assignment of the Agreement to the Bank only in the event of a continuing default by Feick under the Loan, provided, however, that Bank’s receipt of the benefits under the Grant Agreement shall be conditioned upon Bank’s performance of the obligations of the Company in accordance with the Agreement. The City is authorized to enter into the Assignment. The Company and the City agrees and acknowledges that the Agreement, as may be amended from time to time, may be assigned, in whole or in part, or transferred to the Bank, or other lenders for the Project, with the City’s written consent,

which may be administratively given without City Commission approval and which City consent will not be unreasonably, withheld, conditioned, or delayed.

Except as modified hereby, the terms and conditions of aforesaid Agreement are hereby confirmed and ratified and made a part of this First Amendment and the Agreement shall remain in full force and effect.

**FEICK BUILDING LLC,**  
an Ohio limited liability company

By: \_\_\_\_\_

Name: Adelbert P. Marous, Jr.

Its: Manager

**CITY OF SANDUSKY, OHIO**

By: \_\_\_\_\_

Name: Eric Wobser

Its: City Manager

EXHIBIT "A"

The legal form of the within instrument is hereby approved.

\_\_\_\_\_  
Director of Law  
City of Sandusky