



October 26, 2021

TO: Council Members
Mayor Molnar
Directors
Staff
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, October 28, 2021**
Work Session: 7:00pm
Council Meeting: 7:30pm

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE BY MAYOR NICHOLAS MOLNAR

III. APPROVAL OF MINUTES [V. VENTURA, J. BRANDT]

Thursday, October 14, 2021 – Regular Council Meeting

IV. PUBLIC COMMENTS

V. CORRESPONDENCE

VI. PENDING &/OR NEW LEGISLATION

ORD.NO. 66 - 2021 [J. Tulley, D. Finley]

AN EMERGENCY ORDINANCE RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MACEDONIA AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 436, FOR THE YEARS 2020, 2021 AND 2022

1st Read
2nd Read
3rd Read

ORD.NO. 67 - 2021 [J. Garvas]

AN ORDINANCE PROVIDING FOR THE 2022 ANNUAL APPROPRIATIONS FOR THE CITY OF MACEDONIA, OHIO

1st Read
2nd Read
3rd Read

VII. MOTIONS/OTHER LEGISLATIVE ACTION

VIII. MAYOR'S REPORT

IX. COMMITTEE REPORTS

X. DEPARTMENT REPORTS

Service Department:	Director Leon Karas
Engineer Department:	Director Joe Gigliotti
Parks & Recreation Department:	Director Jason Chadock
Finance Department:	Director John Veres
Fire Department:	Chief Brian Ripley
Police Department:	Chief Jon Golden
Human Resources Department:	Director Annette Smith
Building Department:	Commissioner Bob Rodic
IT Department:	Director Kyle Collins
Law Department:	Director Mark Guidetti

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. ADJOURNMENT [D. FINLEY, J. TULLEY]

November

Public Notice of City Meetings / Calendar of Events / Dates of Interest

***Public Comment for those not able to attend in-person at the October 28th Council Meeting should be sent to Clerk of Council Jon Hoover at jhoover@macedonia.oh.us. Public comment must be received no later than the close of business on October 27th, 2021 and will be subsequently made available to the public.**

***Note ***

- In-person meetings have resumed. This City Council meeting will take place in Council Chambers at the Macedonia City Center, 9691 Valley View Rd., Macedonia, OH 44056

- Council's meeting will also be livestreamed through Microsoft Teams. The link to access will be available on the City of Macedonia's website www.macedonia.oh.us

November

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 Election Day Mayor's Court	3	4	5	6
7	8	9 Mayor's Court	10	11 Veterans Day City Council Work Session City Council Meeting	12	13
14	15	16 Mayor's Court	17 Parks & Recreation Commission Board of Zoning Appeals	18	19	20
21	22	23 Mayor's Court	24	25 Thanksgiving Day City Council Work Session City Council Meeting	26 Thanksgiving (observed)	27
28	29	30 Mayor's Court				

Record of Proceedings
Regular Council Meeting
October 14th, 2021

1 Presiding Officer, Mayor Nicholas Molnar called the October 14th, 2021 regular meeting to order at
2 7:32p.m..
3

4 **Present:** Council members Jessica Brandt, Dave Finley, Jeff Garvas, Jan Tulley, and Vini J.
5 Ventura. Also present: Law Director Mark Guidetti and Clerk of Council Jon Hoover.
6

7 **INVOCATION & PLEDGE OF ALLEGIANCE** Chaplain Tom O'Brien of Nordonia Hills American
8 Legion 801.
9

10 **APPROVAL OF MINUTES**

11
12 Ms. Tulley moved, second by Mr. Garvas, to approve the minutes of the regular meeting of September 23,
13 2021 as received from the Clerk of Council. The motion carried unanimously upon a voice vote.
14

15 **SPECIAL RECOGNITION**

16
17 The Mayor invited Macedonia Parks and Recreation employee John Doyle to stand in front of the dais as
18 he read the citation issued by the American Red Cross Lifesaving Awards for his selfless and humane
19 action using lifesaving skills during the Summerfest 5k on June 5, 2021. Mr. Doyle stated he was
20 thankful to have had the training and knowledge to take the steps he did, and expressed gratitude to the
21 Macedonia Police and Fire Departments, declaring it was a truly a team effort in providing critical care to
22 the individual.
23

24 **PUBLIC COMMENTS:**

25
26 None
27

28 **CORRESPONDENCE:**

29
30 An e-mail from Joe and Sally Lance (1462 Newport Dr.) was received and read, commenting on the poor
31 condition of Newport Drive. They stated the situation with this road has been brought to the attention of
32 the City several times over the years, but to this point nothing has been done. It is their belief the entire
33 street needs to be repaved, yet some roads even newer than Newport have already been improved.
34

35 Ms. Tulley stated that after this e-mail was received, she discussed the situation with the Service Director,
36 and while Newport Drive does still have problems, the Service Department was able to go out and repair
37 the driveway apron at the address in question. She thanked the Service Department for swift action.
38

39 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**

40
41 **ORDINANCE NO. 56-2021**

42 AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY
43 TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE
44 WHICH DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE
45 IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES,
46 ESTABLISHING A PEAK NANO MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT
47 EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO
48 REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43; AND DECLARING AN EMERGENCY
49 was offered by Mr. Garvas for **third reading by title only**.
50

51 Dir. Veres stated this ordinance helps redirect property taxes to the City in the form of service payments.
52

Record of Proceedings
Regular Council Meeting
October 14th, 2021

53 Mr. Garvas moved, second by Mr. Finley, to **adopt ORD.NO. 56-2021 and post the same according to**
54 **law.** Motion carried unanimously by a voice vote. **ORD.NO. 56-2021 declared and adopted.**

55
56

57 **ORDINANCE NO. 57-2021**

58 AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY
59 TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE
60 WHICH DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE
61 IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES,
62 ESTABLISHING AN OHIO STATE WATERPROOFING MUNICIPAL PUBLIC IMPROVEMENT
63 TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS
64 PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43; AND
65 DECLARING AN EMERGENCY was offered by Mr. Finley for **third reading by title only.**

66

67 Dir. Veres stated this ordinance performs in the same way as Ord.No. 56-2021.

68

69 Mr. Finley moved, second by Ms. Brandt, to **adopt ORD.NO. 57-2021 and post the same according to**
70 **law.** Motion carried unanimously by a voice vote. **ORD.NO. 57-2021 declared and adopted.**

71

72

73 **RESOLUTION NO. 61-2021**

74 A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND
75 SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS TO
76 ENTER INTO A CONTRACT FOR THE HIGHLAND ROAD PAVING PROJECT PHASE II was
77 offered by Ms. Brandt for **first, second and third reading by title only.** Seconded by Mr. Ventura. The
78 motion carried unanimously by a voice vote.

79

80 Dir. Gigliotti stated this is standard legislation to prepare for public bids over the winter for road work to
81 be done on Highland Road between Valley View and Chamberlin Roads.

82

83 Ms. Brandt moved, second by Mr. Ventura, to **adopt RES.NO. 61-2021 and post the same according to**
84 **law.** Motion carried unanimously by a voice vote. **RES.NO. 61-2021 declared and adopted.**

85

86

87 **RESOLUTION NO. 62-2021**

88 A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR FEDERAL SURFACE
89 TRANSPORTATION BLOCK GRANT (STBG) PROGRAM FUNDS PROGRAMMED BY THE
90 AKRON METROPOLITAN AREA TRANSPORTATION STUDY (AMATS) FOR IMPROVEMENTS
91 AT THE INTERSECTION OF HIGHLAND AND VALLEY VIEW ROADS was offered by Ms. Tulley
92 for **first, second and third reading by title only.** Seconded by Mr. Finley. The motion carried
93 unanimously by a voice vote.

94

95 Dir. Gigliotti stated this allows the Mayor to apply for grants to help fund road improvements at the
96 intersection of Highland and Valley View Roads.

97

98 Ms. Tulley moved, second by Mr. Finley, to **adopt RES.NO. 62-2021 and post the same according to**
99 **law.** Motion carried unanimously by a voice vote. **RES.NO. 62-2021 declared and adopted.**

100

101

102 **RESOLUTION NO. 63-2021**

103 A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR FEDERAL SURFACE
104 TRANSPORTATION BLOCK GRANT (STBG) PROGRAM RESURFACING FUNDS

Record of Proceedings
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105 PROGRAMMED BY THE AKRON METROPOLITAN AREA TRANSPORTATION STUDY
106 (AMATS) TO RESURFACE CERTAIN ROADS was offered by Mr. Ventura for **first, second and third**
107 **reading by title only**. Seconded by Mr. Garvas. The motion carried unanimously by a voice vote.
108

109 Dir. Gigliotti explained this legislation allows the Mayor to apply for grants to assist in funding
110 resurfacing projects on Valley View Road, between Twinsburg Road and the southern border with
111 Hudson, as well as North Bedford Road, between Rt. 82 and Ledge Road.
112

113 Mr. Ventura moved, second by Mr. Garvas, to **adopt RES.NO. 63-2021 and post the same according to**
114 **law**. Motion carried unanimously by a voice vote. **RES.NO. 63-2021 declared and adopted.**
115

116
117 **ORDINANCE NO. 64-2021**

118 AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE A NEW AMBULANCE FROM
119 HORTON EMERGENCY VEHICLES FOR THE CITY OF MACEDONIA FIRE DEPARTMENT was
120 offered by Mr. Finley for **first, second and third reading by title only**. Seconded by Ms. Tulley. The
121 motion carried unanimously by a voice vote.
122

123 Chief Ripley stated this new ambulance would replace the 2003 model, which has equipment that will
124 soon no longer be serviceable. The older ambulance would be refitted and transferred to the Service
125 Department for their use. Supply chain issues have made it such that placing this order well in advance is
126 necessary, and that the new ambulance should arrive in approximately 12-14 months.
127

128 Mr. Finley moved, second by Ms. Tulley, to **adopt ORD.NO. 64-2021 and post the same according to**
129 **law**. Motion carried unanimously by a voice vote. **ORD.NO. 64-2021 declared and adopted.**
130

131
132 **ORD.NO. 65-2021**

133 AN ORDINANCE AMENDING ORDINANCE NO. 74-2020 RELATIVE TO CURRENT EXPENSES
134 AND OTHER EXPENDITURES OF THE CITY OF MACEDONIA FOR THE PERIOD OF JANUARY
135 1, 2021 TO DECEMBER 31, 2021 was offered by Mr. Garvas for first, second and third reading by title
136 only. Seconded by Mr. Ventura. The motion carried unanimously by a voice vote.
137

138 Dir. Veres referenced the supplemental material attached to this legislation, with highlights on the
139 revenue side being the creation of the local fiscal recovery fund to receive this year's portion of the
140 American Recovery Plan Act (ARP), which is \$628,500. Another payment in that amount will come next
141 year from ARP. Some appropriation changes were from retirements, website improvements, parking lot
142 at Windmill Golf Center, and beginning the process for the new Service Department building (studies and
143 design plans).
144

145 Mr. Garvas moved, second by Mr. Ventura, to **adopt ORD.NO. 65-2021 and post the same according**
146 **to law**. Motion carried by a majority voice vote: Ms. Tulley, Mr. Ventura, Ms. Brandt and Mr. Garvas
147 voting in the affirmative; Mr. Finley voting in the negative. **ORD.NO. 65-2021 declared and adopted.**
148

149
150 **MOTIONS / OTHER LEGISLATIVE ACTION**

151
152 None
153

154
155 **MAYOR'S REPORT**

156
157 - September revenue from Mayor's Court was \$18,004.79.

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- 158 - The new mural done by Nordonia students on Rt. 82 under I-271 looks great and is something to
159 be proud of.
- 160 - The Fire Department had their 100th Anniversary celebration last week (10/6), which was a
161 beautiful tribute to the Department.
- 162 - The City received a \$75,000 grant for the Senior Center thanks to the work of Cheri Kuczma.
163 The intention is to use those funds to help get transportation for seniors. There are many details
164 to work out, but that is the goal in the near future.
- 165 - Aladdin's Eatery is back at the table. No guarantee, but the restaurant is back and talking to the
166 City again.
- 167 - Please don't drive distracted! Put the phones down and drive the vehicle.
168

169 **COMMITTEE REPORTS**

170
171 **Parks & Recreation Commission** Ms. Brandt stated the next Parks & Recreation Commission meeting
172 will be Tuesday, October 19 at 6pm in the activity room at the Recreation Center as opposed to the
173 regular Wednesday meeting time to accommodate various schedules.

174
175 **Finance Committee** Mr. Garvas reported the Finance Committee has been meeting to discuss the 2022
176 budget and the next meeting will be on Monday, October 25 at 6pm in the Council Caucus room.
177

178 **Cemetery Board** Ms. Tulley noted that paint primer is on all of the fence surrounding the cemetery as
179 well as the gates, but supply chain issues are preventing the completion due to difficulty in securing paint.
180 They are not giving up, but the goal was to have the painting finished by the end of this year.
181

182
183
184
185 **DEPARTMENT REPORTS**

186
187 **Service Department:** Director Karas- Service Department has installed Fall decorations throughout the
188 City and in the park, with plenty of positive comments. The Department assisted with the Fire
189 Department's 100th anniversary celebration. Leaf collection will begin Monday, October 25 with four
190 crews out on a regular basis. Final week of leaf pickup will be the week of November 26. Leaves should
191 be piled in rows not to exceed 10 feet from the road and placed 10 feet from all roadside obstructions
192 (mailboxes, trees, hydrants, etc.). Keep piles out of the roadways and ditches as to not impede water
193 flow. Leaves only! The Service Department also completed six driveway culvert installations since the
194 last Council meeting, with three more to do before and during leaf collection. Over sixteen tons of
195 asphalt were used for road patching.
196

197 Ms. Tulley asked whether the two positions the Service Department had posted were filled, to which Dir.
198 Karas responded "no" and asked interested individuals to apply.
199

200 The Mayor re-emphasized that leaves cannot be left in the roadway, and that the Building Department
201 will pay you a visit and potentially cite you if you are doing so because of the clogging that can happen in
202 waterways and sewers. The leaf collection will begin the week of October 25, and the Service
203 Department generally does two passes to collect. Collection schedule will be forthcoming on the City
204 website.
205

206 Ms. Tulley mentioned that leaves should not be left on the sidewalks, and reiterated that only leaves
207 should be in these piles—no branches, twigs, black walnuts, etc.
208

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209 **Engineer:** Director Gigliotti- Thanked Council for passage of Resolutions 61-63 and went over the
210 process of how roads are rated for future projects. Pavement condition ratings are updated annually and
211 provide a general guide as to how to select roads for resurfacing. Other factors apply such as timing of
212 outside grant funding, underground utility construction work and geography.
213

214 **Parks and Recreation Department:** Director Chadock – Thanked the Mayor and Council for allowing
215 John Doyle to be brought in and acknowledged for the rescue that took place during the Summerfest 5k.
216 Thanked the Service Department for the decorations around the Recreation Center—guests have supplied
217 positive feedback. The Haunted Manor will take place on Saturday, October 16 from 2-5pm at the
218 Longwood Manor and nearby Home Days field area. HVAC units are being evaluated at the Recreation
219 Center, along with new fire exit signs being installed as they become available. Three new seated
220 elliptical machines were purchased and should be in place within the next 4-6 weeks. Plans are being
221 made with the Service Department to schedule maintenance plans for night work in November when there
222 is no inclement weather.
223

224 **Finance Department:** Director Veres – Thanked Council for passage of Ordinance 65. The Accounts
225 Receivable and Payable employees will be attending VIP system training next Wednesday through Friday
226 (10/20-22).
227

228 **Fire Department:** Chief Ripley- Support shown by the community, Fire Department retirees that
229 attended, the majority of Council and a lot of City employees at the 100th Anniversary celebration was
230 phenomenal. The Chief reminded everyone that Highland Road, west of Route 8, to Olde 8 is closed for
231 bridge replacement, as well as Twinsburg Road, west of Walter Road, for a culvert replacement. The
232 Twinsburg Road project should be completed by the end of next week (10/24). Thanked the Service
233 Department for their help at the 100th Anniversary open house.
234

235 The Mayor pointed out that Chief Ripley has been with the Fire Department for nearly half of their 100
236 year existence.
237

238 **Police Department:** Lieutenant Yakopovich - Halloween Trick-or-Treating is coming up on Sunday,
239 October 31 from 6-8pm and the Police Department asks for drivers to be extra cautious. The Police
240 Department will again be participating in ‘Trunk or Treat’ at the Professional Building (8536 Crow Dr.)
241 on Sunday, October 17 from 1-2:30pm. Extra patrols will be out enforcing speed limits due to resident
242 complaints around the City.
243

244 The Mayor noted speeding complaints are common to his office as well as Council, and these extra
245 patrols are to show that they are listening. Traffic data will be used to drive where patrol officers are
246 sitting.
247

248 **HR Department:** Director Smith – Flu shots will be available in Council Chambers on October 20 from
249 7-10am. Biometric testing will also take place in Council Chambers on November 4, time TBD. The
250 taskforce meeting on November 18 has been cancelled due to the fact that HR is not yet in possession of
251 renewal numbers.
252

253 **IT Department:** Director Collins- 33 help desk tickets closed in the last two weeks. Refresh of the
254 machines in the Fire Department that staff use for reports. Agreement with web vendor has been signed,
255 and the meeting to begin the process of web redesign will begin next week. Dir. Collins congratulated the
256 Fire Department on their 100th Anniversary celebration last week.
257

258 Ms. Brandt asked whether the videos from the Fire Department’s 100th Anniversary celebration were sent
259 to the IT Department, to which Dir. Collins responded in the affirmative and stated the videos can be
260 found linked on the front page of the City web site, as well as on the Community Focus web site and app.
261

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Regular Council Meeting
October 14th, 2021

262 **Law Department:** Dir. Guidetti – Informed Council that the Administration is in the process of
263 negotiating an extension of the cell tower lease agreement for the cell tower that the City owns. Once
264 complete the Law Department will have legislation. There will also hopefully be legislation for the last
265 CBA that the Mayor was able to get finalized for a tentative agreement. Kudos to Dir. Veres for only six
266 amendments to the appropriation measure this year.

267
268 Ms. Tulley asked who is using the cell tower and whether it was 5G, to which Dir. Guidetti responded
269 Verizon (through American Tower administrating) and it is not 5G.

270
271

272 **UNFINISHED BUSINESS:**

273
274 None

275
276 **NEW BUSINESS:**

277
278 Ms. Brandt thanked the Service Department for the decorations at both the City Center and the Recreation
279 Center. She also stated that she and Ms. Tulley were wearing pink t-shirts to recognize October as Breast
280 Cancer Awareness Month. Ms. Brandt noted Macedonia has a fantastic facility next to Hobby Lobby,
281 and encouraged women over 40 and those with a family history of breast cancer to get their yearly
282 mammogram. Early detection is key.

283
284 The Mayor shared that he recently lost his aunt to breast cancer and appreciated everyone's kind words.

285
286 There being no further business, Mr. Ventura moved, second by Ms. Brandt, to **adjourn the meeting.**
287 The motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at
288 approximately 8:11p.m.

289
290

291 **Date:** _____

292
293

294 **Attest:** _____
295 Jon Hoover, Clerk of Council

296
297

298 **Mayor:** _____
299 Nicholas Molnar

300

ORIGINATOR: ADMINISTRATION

SPONSOR: Tulley

**CITY OF MACEDONIA
ORDINANCE NO. 66 -2021**

**AN EMERGENCY ORDINANCE
RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF MACEDONIA AND THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 436, FOR THE YEARS 2020, 2021 AND 2022**

WHEREAS, the City of Macedonia and the International Brotherhood of Teamsters, Local 436 (“Local 436”) on behalf of the Service Department members entered into collective bargaining negotiations pursuant to Ohio Revised Code Chapter 4117; and

WHEREAS, the City and Local 436 have reached a tentative agreement subject to ratification by Council; and

WHEREAS, Council believes the agreement is in the best interest of the health, safety, and welfare of all City residents in that it provides for an orderly successor collective bargaining agreement between the City and Local 436.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That the successor Collective Bargaining Agreement between the City and the International Brotherhood of Teamsters, Local 436, attached hereto as Exhibit “A” and incorporated herein by reference, is hereby and herein ratified for the years 2020, 2021, and 2022.

Section 2. That the Mayor is authorized to execute the Agreement and any necessary amended contract documents.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. Wherefore, this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, convenience and welfare of the City of Macedonia and the inhabitants thereof, for the reason that it provides for the daily operation of municipal departments, and provided it receives the affirmative vote of four (4) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

AGREEMENT

between

THE CITY OF MACEDONIA, OHIO

and

TEAMSTERS LOCAL UNION NO. 436

**Excavating, Building Material, Construction Drivers,
Race Track Employees, Public Employees,
Manufacturing, Processing, Assembling
and Installer Employees**

of

LAKE, GEAUGA, CUYAHOGA COUNTIES AND VICINITY

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2020 – December 31, 2022

ARTICLE 1: PREAMBLE

This Agreement is entered into by and between the City of Macedonia (Employer) and International Brotherhood of Teamsters Local Union #436 (Union).

ARTICLE 2: PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following:

- (a) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
- (b) To promote fair and reasonable working conditions;
- (c) To promote individual efficiency and service to the citizens of the City of Macedonia, Ohio;
- (d) To avoid interruption or interference with the efficient operation of the Employer's business; and
- (e) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3: RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative in all matters pertaining to the wages, hours and terms and conditions of employment during the term of this Agreement, and any continuation or modification thereof, for all full time employees of the Employer in the classifications of: Working Foreman, Equipment Operator, Maintenance Employees, Park Worker, Sign Shop Technician, and Tradesmen (Carpenter, Electrician, Plumber and Masonry), and all regular part-time employees of the City of Macedonia Parks & Service Departments, but excluding office employees, professional employees, supervisory employees, clerical employees, guards and any other person exempted from the definition of APublic Employee@ under Chapter 4117 of the Ohio Revised Code. In the event the Employer creates a classification not listed above the Union shall be notified in writing not less than five (5) days prior to the effective date.

ARTICLE 4: DUES DEDUCTION AND FAIR SHARE FEE

Section 4.01

During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any employees for whom the Employer is currently deducting dues.

Section 4.02

The initiation fees, dues of assessments so deducted shall be in amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

Section 4.03

The Employer shall deduct dues, initiation fees or assessments from the first paycheck of the month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

Section 4.04

New Employees who do not become members of the Union may voluntarily consent to pay a fair share fee as a voluntary contribution towards the administration of this Agreement. An Employee is not required to pay a fair share fee unless the employee voluntarily consents to pay such a fee. The Employer is under no obligation to deduct or remit voluntary fair share fees from an Employee's pay unless the Union's submission of an Employee's authorization card. Upon the Union's submission of an Employee's authorization card, the Employer will deduct and remit voluntary fair share fees to the Union in the same manner that it deducts and remits Union dues, provided that the employee has earned sufficient wages during the applicable pay period to satisfy the deduction.

Section 4.05

A check in the amount of the total dues and voluntary fair share fees withheld from these employees authorizing a dues deduction shall be tendered to the Union within fifteen (15) days working from the date of making said deductions.

ARTICLE 5: UNION SECURITY

Section 5.01

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards to such matters.

Section 5.02

The Union is required by applicable law to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Section 5.03

In accordance with the policy set forth under Sections (1) and (2) of this Article, Employer shall deduct, by way of payroll deduction and in accordance with the procedure in Article 4 of this Agreement, initiation fees, monthly dues, and voluntary fair share fees from the pay of employees upon receipt from the Union of individual written authorization forms voluntarily executed by an employee for that purpose. For present employees, such payments shall commence thirty-one (31) days following the effective date of the execution of this Agreement, whichever is the later, and for

new employees, the payment shall start thirty-one (31) days following the date of employment.

Such deductions shall be made as set forth above, except that any employee shall have the right to revoke such authorization by giving written notice to the Union and Employer, on a Union-approved form to be executed by any such employee. Employee membership and employee voluntary fair share deduction forms are irrevocable for a period of one (1) year and will be automatically renewed for successive periods of one (1) year, or, until termination of this Agreement, whichever occurs first. If an employee wishes to revoke his or her dues or fair share authorization, the employee must notify the Employer and the Union of such desire at least forty-five (45) days, but not more than sixty (60) days prior to the expiration of each one (1) year period or of the expiration of this Agreement, whichever occurs first.

ARTICLE 6: MANAGERMENTS RIGHTS

Section 6.01

Unless a Public Employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of each Public Employer to:

- (a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Public Employer standards of services, its overall budget, utilization of technology, and organizational structure;
- (b) Direct, supervise, evaluate, or hire employees;
- (c) Maintain and improve the efficiency and effectiveness of governmental operations
- (d) Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- (e) To suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
- (f) Determine the adequacy of the work force;
- (g) Determine the overall mission of the Employer as a unit of government;
- (h) Effectively manage the work force;
- (i) Take actions to carry out the mission of the Employer as a governmental unit.

Section 6.02

The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, notification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

Section 6.03

All policies and procedures contained in the city's policy and procedure manual shall apply unless in direct conflict with the provision of this contract.

ARTICLE 7: SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit shall be subcontracted out where subcontracting would cause a layoff or reduction in hours of the work week.

If a decision to subcontract work will result in job loss or a reduction in regularly scheduled hours for employees, the City will provide reasonable notice to the Union. If the Union so requests, the City will meet to discuss the effects of the subcontracting prior to implementation within five days of the City's notice.

Where subcontracting quotes are solicited, the Union may submit a proposal. The City will consider the Union proposal in relation to cost savings, availability of manpower and the ability of Union to meet all project time constraints.

ARTICLE 8: CONFORMITY TO LAW

Section 8.01

Should any provision or provisions of this Agreement be held invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction or found to be in conflict with State and/or Federal laws, all other provisions of the Agreement shall remain in full force and effect.

Section 8.02

Should any provision or provisions of the Agreement be invalidated as outlined above, upon written request of either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

Section 8.03

This Agreement may not be amended during its term except by mutual agreement. Any negotiated changes to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

ARTICLE 9: NON-DISCRIMINATION

Neither the City, its agents, agencies, or officials nor the Union or its agents or discriminate against any member or employee on the basis of age, sex, marital status, race, color, religion, national origin, handicap, political affiliation, sexual orientation, gender identity or expression, genetic information, or for the purpose of evading the spirit of this Agreement. The City and the Union agree not to interfere with the desire of the person to become or remain a member of the Union.

ARTICLE 10: UNION ACTIVITIES

Section 10.01 - Time Off for Union Activities

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights without pay, to any two (2) employees designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union specifying length of time off to a total of 5 days off per delegate per year with proof of attendance. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

Section 10.02 - No Discrimination because of Union Activities

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for their acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 11: ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collections of dues and ascertaining that this Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule and that the Director of Service is notified in advance of such visitation.

ARTICLE 12: SHOP STEWARDS

Section 12.01

The Employer recognizes the rights of the Union to designate up to two Shop Stewards. The authority of Shop Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of this Agreement;
- b. The collection of dues when authorized by appropriate Union action;
- c. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information have been reduced to writing.

Section 12.02

Shop Stewards have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of Shop Stewards and shall not hold the Union liable for any unauthorized acts.

Section 12.03 - Grievance Preparation

The steward shall process grievances with proper regard for the Employer's operational needs and work requirements, and shall cooperate in good faith with the City in keeping to a minimum of time lost from work due to grievance handling.

ARTICLE 13: BULLETIN BOARDS

The Employer agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 14: DISCIPLINARY PROCEDURE

Section 14.01

Disciplinary actions involving oral or written reprimands are made subject to the grievance procedure beginning at Step 1. Disciplinary actions involving suspensions, demotions and/or any reduction or loss in pay, rank or status and removals are made subject to the grievance procedure beginning at Step 3.

Section 14.02

Disciplinary forms will be incorporated in the grievance form utilizing the same procedure as the grievance procedure.

Section 14.03

The bargaining unit member may not be disciplined without just cause.

Section 14.04

The employee and the Employer are subject solely to the grievance procedure and binding arbitration of this Agreement, and the State Personnel Board of Review or Civil Service Commissions have no jurisdiction to receive and determine any appeals relating to disciplinary action that were subject of a final and binding grievance procedure in accordance with O.R.C. 4117.10 (A).

ARTICLE 15: GRIEVANCE PROCEDURE

Section 15.01

A grievance is hereby defined as a difference, dispute or complaint between the Union and the Employer or between the employees covered herein and the Employer over the interpretation or application of the contents of this Agreement. An honest and earnest effort will be made to settle grievances according to the following steps and procedures. All grievances shall be in writing on forms provided by the Union, and shall set forth the article or section of this Agreement alleged to have been violated. The Union's Business Representative may attend at all steps of the grievance.

Section 15.02

Days - A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

Section 15.03

Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as soon as feasible, and if possible, at the lowest step of this procedure.

Section 15.04

Should the Administration fail to comply with the time limits herein, the member or the Union may proceed immediately to the next step. Should the member or Union fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be expanded by mutual agreement.

Section 15.05

Procedure -All grievances shall be promptly taken up. To be considered, a grievance must be filed at the first step within seven (7) days (exclusive of Saturdays, Sundays, and holidays) of its occurrence.

When an employee first becomes aware (or in the exercise of reasonable diligence should have become aware) of its occurrence at a later date, the grievance may be filed within seven (7) days of such time, but in no case more than thirty (30) days after the occurrence.

Step 1. The grievance shall first be discussed with the Director of Service or his/her designee. Upon request of either, the Steward shall be present.

Step 2. If the grievance has not been adjusted at Step 1, it may be appealed by the Chief Steward to the Mayor within seven (7) days of the answer of the Director of Service at Step 1. Within fourteen (14) days, the Mayor or the Mayor’s designee may hold a meeting with the grievant, Chief Steward and/or Union representative. The Mayor, or the Mayor’s designee shall respond, in writing, within seven (7) days of the meeting. If no meeting is held by the Mayor or the Mayor’s designee, the written response shall be issued within fourteen (14) days after the receipt of appeal.

Step 3. In the event that the decision of the Mayor, or Mayor’s designee is not acceptable to the Union, the Union may, within thirty (30) working days, file a request with the Employer to take the grievance to arbitration. Within ten (10) working days of the receipt of the request, the Employer and the Union shall confer in an attempt to select an arbitrator. If unable to do so, the arbitrator shall be chosen in accordance with the rules of the American Arbitration Association who shall supply the parties with a list of seven (7) arbitrators. Upon receipt of the list, the parties shall use the alternate strike procedure to select the arbitrator within ten (10) calendar days. The winning party of a coin toss shall determine which party shall strike from the list first.

Section 15.06 – Jurisdiction

The Arbitrator shall be expressly limited to the meaning, intent or application of the provision of this Agreement, and have no power to add, detract from or alter in any way, the provisions of this

Agreement.

Section 15.07- Binding Effect

The finding of the arbitrator shall be submitted to the parties in writing, and shall be binding on both parties.

Section 15.08 - Assignment of Cost

The fees and expenses of the Arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

ARTICLE 16: LABOR MANAGEMENT COMMITTEE

Section 16.01

The Labor Management Committee shall be comprised of two Union Stewards, one full-time employee, Business Representatives, the Mayor or his/her designee, the Director of Human Resources and the Director of Service, or his/her designee.

Section 16.02

The Labor Management Committee may meet upon the request of the Union or the Employer. An agenda shall be submitted by the Union to the Mayor prior to the meeting.

Section 16.03

The issues to be discussed shall be limited to safety recommendations of methods or techniques to create more efficient operations of the department, or promoting ideas for harmonious relations of the employee and Employer.

Section 16.04

All other members may attend such meeting on a voluntary basis. A member who is working on the scheduled meeting date may attend, providing approval is given by the employee's immediate supervisor.

ARTICLE 17: SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money including vacation pay due to the employee. Upon quitting, the Employer shall pay all money due to the employee, including vacation pay on the payday in the week following such quitting.

ARTICLE 18: SENIORITY

Section 18.01

A seniority list full time and part-time shall be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority shall be based on the employee's date of permanent hire. Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service only, shall be a major factor in

all matter affecting work-shift assignments, and shall be the governing factor in all matters affecting lay-off, recall and vacation preference, provided all other qualifications are equal.

Section 18.02

In the event, it becomes necessary for the Employer to lay off employees for any reasons, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a two (2) calendar week advance notice of lay off and the Employer shall meet with the affected employees prior to the actual occurrence of lay off. Employees shall be recalled from lay off according to their seniority. No new employees shall be hired until all employees on lay off status have been afforded recall notices.

Section 18.03

The seniority list shall be brought up-to-date on January 1, of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days and a copy of same shall be sent to the Union and to the Steward. Any objection to the seniority list, as posted, must be reported to the Employer within ten (10) days from the date posted or it shall stand as accepted.

Section 18.04

All permanent job openings and/or vacancies shall be posted by the Employer for bid for five work days as soon as such openings and/or vacancies become available, and those employees in the bargaining unit shall be first considered for said opening and/or vacancy provided that the employee meets the qualifications set forth for said position and/or vacancy. This provision shall also apply to temporary job openings that are likely to last thirty (30) or more calendar days.

ARTICLE 19: WORKWEEK

The regular workweek shall be five (5) consecutive workdays consisting of forty (40) hours per week, Monday through Friday, each day consisting of eight (8) consecutive hours of work exclusive of lunch periods within the twenty-four (24) hour period or four (4) ten (10) hour days. The City reserves the right to engage in alternative schedules for temporary time periods so long as the alternative schedule does not exceed forty (40) hours per week. The Union will be informed of alternative schedules at least fourteen (14) days prior to implementation and such schedule changes shall not be unreasonably imposed.

Winter Work Hours

At the discretion of the Employer, the winter work hours will be a split shift schedule with twenty-four (24) hours operational coverage. Annual preparation for this work schedule will normally be made at least two (2) weeks prior to December 15th. The City will endeavor to provide employees with a minimum of two (2) weeks' notice prior to the beginning of winter work hours. However, the parties recognize weather related circumstances may dictate movement to winter work hours with less than two weeks' notice and will be dependent on weather conditions. Work on nights when there are no snow events will be general maintenance, cleaning or other duties as assigned by the Service Director. Currently, there is a \$1.25 per hour shift differential for employees working the B Shift.

- **Shift Schedule A:** 7:30 am to 4:00 p.m. May be extended until 7:30 p.m. upon notification by the Service Director or his/her designee.
- **Shift Schedule B:** 7:30 pm to 4:00 a.m. May be extended until 7:30 a.m. upon notification by the Service Director or his/her designee.

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ARTICLE 20: WAGES

Section 20.01 Wage Scale

		2% (retro)	2% (retro)	2%
		01/01/2020	01/01/2021	01/01/2022
Maintenance Worker				
Park Worker	Start	\$20.78	\$21.20	\$21.62
	12 Months	\$21.88	\$22.32	\$22.77
	24 Months	\$23.02	\$23.48	\$23.95
	36 Months	\$24.24	\$24.72	\$25.21
Assistant Sign Shop	Start	\$21.46	\$21.89	\$22.33
Assistant Mechanic	12 Months	\$22.58	\$23.03	\$23.49
	24 Months	\$23.77	\$24.25	\$24.74
	36 Months	\$25.03	\$25.53	\$26.04
Sign Shop Technician	Start	\$22.73	\$23.18	\$23.64
	12 Months	\$23.92	\$24.40	\$24.89
	24 Months	\$25.18	\$25.68	\$26.19
	36 Months	\$26.51	\$27.04	\$27.58
Park Lead Man	Start	\$23.83	\$24.31	\$24.80
	12 Months	\$25.02	\$25.52	\$26.03
	24 Months	\$26.30	\$26.83	\$27.37
	36 Months	\$27.61	\$28.16	\$28.72
Equipment Operator	Start	\$24.48	\$24.97	\$25.47
Tradesman	12 Months	\$25.78	\$26.30	\$26.83
Mechanic	24 Months	\$27.12	\$27.66	\$28.21
	36 Months	\$28.55	\$29.12	\$29.70
Working Foreman	Start	\$27.02	\$27.56	\$28.11
	12 Months	\$28.34	\$28.91	\$29.49
	24 Months	\$29.72	\$30.31	\$30.92
	36 Months	\$31.15	\$31.77	\$32.41
Part-Time	Start	\$11.13	\$11.35	\$11.58
	12 Months	\$13.14	\$13.40	\$13.67
	24 Months	\$13.82	\$14.10	\$14.38
	36 Months	\$14.56	\$14.85	\$15.15

Section 20.02

The personnel who occupy the position of Mechanic shall receive five-hundred (\$500.00) annually, payable on the first full pay period of the New Year, and Assistant Mechanic shall receive two hundred fifty (\$250.00) annually, payable on the first full pay period of the New Year, as a “tool allowance. Tools owned by the City of Macedonia must remain on City property at all times and must be labeled with a City asset/property tag. All personal tools maintained on city property must

be inventoried by the respective Mechanic or Assistant Mechanic and submitted to the Director of Service before December 31 each year.

Section 20.03

The City will “pick-up” a total of two percent (2%) of the bargaining unit member’s share of OPERS contributions.

ARTICLE 21: HOLIDAYS

Section 21.01

The following days shall be observed as holidays by all regular full time employees in the bargaining unit. All regular part-time employees are entitled to a portion of the holidays as presently calculated in Section 161.03(b) of the Codified Ordinances.

<u>Date</u>	<u>Holiday</u>
January 1	New Year’s Day
January (as designated)	Martin Luther King Day
February (as designated)	President’s Day
As designated	Good Friday
May (as designated)	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
October (as designated)	Columbus Day
November (as designated)	Thanksgiving Day
The day after	Thanksgiving Day (after)
December 25	Christmas Day
Employee’s Birthday	
Personal Day	

Section 21.02

When any of the holidays named above fall on a Sunday, the following Monday shall be observed; if the holiday falls on a Saturday, the preceding Friday shall be observed.

Section 21.03

Employee’s birthday and personal day shall not be used incrementally. If used on an eight-hour shift will count as eight hours. If used on a ten-hour shift will count as ten hours.

Section 21.04

Bargaining unit employees who have and maintain a Class A CDL license shall receive a fifty cents (\$0.50) per hour CDL premium. An employee will receive the Class A CDL premium for any hours in which the employee is actively utilizing the Class A CDL as determined by the Service Director or their designee. A minimum of four (4) hours premium pay shall be provided on any day the Class A CDL is so utilized.

ARTICLE 22: VACATIONS

Section 22.01

The vacation schedule for regular full-time employees shall be as follows:

<u>Years of Service</u>	<u>Length of Vacation</u>
Less than 1 year continuous	0 hours
1 but less than 6 years	80 hours
6 but less than 11 years	120 hours
11 but less than 16 years	160 hours
16 years or more	200 hours

Section 22.02

Entitlement to vacations under this Section shall be determined as of the employee's anniversary date each year.

Section 22.03

Permanent part-time employees shall be entitled to a portion of the above vacation days with pay as presently provided in Section 161.03(b) of the Codified Ordinances upon completion of continuous part-time service in accordance with the above schedule.

Section 22.04

In the event that an employee covered hereby dies during the term of this Agreement, the employee's accrued vacation credits, if any, shall be paid in the wage equivalent as follows:

- a. If an employee dies testate, then to the employee's estate.
- b. If an employee dies intestate, leaving a spouse with whom said employee was living at the time of death, then to such spouse.
- c. If said employee leaves no such spouse, but is survived by children including adopted children, then to such children jointly. If any such children are then minors, then the guardian of such children must be joined in on such payment.
- d. If said employee has no such spouse nor children surviving him/her, then to the parents or parent of who survives him/her.

Section 22.05 - Scheduling of Vacation

- a. Planning of Vacation should be made as far in advance as possible so as not to interfere with the efficient operation of the department. The assignment of vacation time will be based on the employee's length of service (seniority).

All vacation days can be taken within the regular vacation period and must be scheduled and approved by the Director of Service or his/her designee in advance (a minimum of thirty (30) days notice when taking a week or more.

- b. Split Vacations. Vacation may be split, but must be taken in a minimum of one (1) day increments and only with the permission of the Director of Service or his/her designee, said approval to not be unreasonably denied. The employee must submit their request for split vacation a minimum of forty-eight (48) hours prior to the requested vacation day. If more than one employee requests split vacation for the same day, seniority shall govern the approval, if any, by the Director of Service. Employees seeking time off for emergency reasons where a request time of forty-eight (48) hours is not practical may request to use their vacation, or compensatory time subject to the approval of the Director of Service, said approval to not be unreasonably denied. An employee requesting emergency time off must submit or call- in their request in advance of their scheduled shift to the Director of Service. Documentation of the emergency may be required. Approved emergency leave must be taken in no less than one (1) hour increments, unless otherwise approved at the sole discretion of the Director of Service.
- c. Scheduling of Compensatory Time: Compensatory time off shall be scheduled by the City and the employee using the procedures set forth in paragraph (a) and (b) above.
- d. Employees with accumulated compensatory time are entitled to a maximum of eighty (80) hours time off per calendar year. Compensatory time may be accumulated to a maximum of one-hundred twenty (120) hours. Should the employee exceed the maximum accumulation, the City shall pay the employee overtime for the excess hours earned. Compensatory time shall be received at one and one-half hours for every hour worked as overtime. Compensatory time off will be granted only if the operations of the department are not unduly disrupted. Employees may have the option to “cash out” accumulated compensatory time on any pay period of each month.

ARTICLE 23: SICK LEAVE

Section 23.01 - Sick Leave Accumulation

Sick leave with pay for all regular full time employees shall accrue at the rate of one and one quarter (1-1/4) working days of leave, for each full calendar month of the employee’s service. Accrued but unused sick leave credits will be accrued forth each year and such accumulation shall be unlimited. All regular part time employees shall earn sick leave as presently calculated in Section 161.03(b) of the Codified Ordinances.

Section 23.02 - Sick leave credits when off duty

Employees absent from work on regular holidays, vacations, disability arising from injuries sustained during the course of their employment, or special leave of absence with pay, shall continue to accumulate sick leave at the regular prescribed rate during such absence.

Section 23.03 - Qualifications for Sick Leave

Sick Leave shall be granted to an employee upon approval by the Employer for the following reasons:

- a. Personal illness, injury or pregnancy related conditions of the employee
- b. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- c. Examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner, when such examination cannot be scheduled during non-working hours.
- d. Family Sick Leave- the illness, injury, pregnancy related conditions or examination (medical, psychological, dental or optical) of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee's family member. Immediate family as defined by established city sick leave policy.

Section 23.04 - Notification/Approval of Sick Leave

- a. Notice required. An employee not reporting for work on account of any of the reasons stated above shall inform their superior of the fact and the reason thereof as soon as possible and prior to the time the work period begins.
- d. Application on special form. Before any payment is made pursuant to the provisions of this section, the employee shall make written application thereof on forms to be furnished by the City.
- c. Doctor's certificate may be required. Sick leave pay or disability leave in excess of three (3) working days, shall be granted only after presentation of a written statement from a physician certifying that the employee's condition prevented him/her from performing the duties of his/her position. Additional physician documentation may be required in accordance with FMLA. If the illness or physical incapacity continues more than seven (7) days weekly reports must be made by the physician. If the illness or physical incapacity is of sufficient duration, the City may require, as a condition of re-employment, a physician's statement certifying that the employee is physically able to return to work and perform the essential functions of his/her position.

Section 23.05 - When Earned Sick Leave is Exhausted

Whenever absence chargeable to sick leave exceeds the amount earned and authorized, the pay of an employee shall be discontinued until he/she returns to work. However, an employee with vacation to his/her credit may, upon request, use all or any part of his/her vacation as sick leave with pay.

Section 23.06 - Illness or Injury While Off Duty

If an employee becomes ill or injured while on vacation or holiday, the employee may, by written request and by complying with the qualifying under the provisions of Section 3, hereof, have their vacation status changed to sick leave for the duration of such illness or injury providing the employee does not exceed their sick leave credit.

Section 23.07 - Re-employment Credit

An employee, who is laid off from their position for reasons which do not discredit them and, if reappointed, may have available any unused sick leave existing at the time of the employee's lay-off, as allowable by law.

Section 23.08 - Retirement/Death/Disability Benefit

An employee at the time of retirement or disability retirement from active service with the Municipality, or at the employee's death, shall be paid, in cash, forty percent (40%) of the value of the employee's accrued but unused sick leave credit to a limit of a maximum of 384 hours. Such payment shall be based on the employee's rate of payment at the time of retirement or death, and shall be made only once to an employee or the employee's heirs. Upon cash-out, the sick leave balance shall go to zero.

Section 23.09 - Abuse of Sick Leave - Unexcused Absence

Any abuse of sick leave shall be just and sufficient cause of disciplinary action which may include suspension and/or dismissal.

Section 23.10 - Sick Time Incentive

Any employee, who does not use any sick time within a calendar quarter, shall receive four (4) hours of compensatory time.

Section 23.11 - Donation of Sick Time

An employee who has accumulated sick leave, may at his/her discretion, donate sick leave time to another employee who has used his/her sick leave for an extended illness or injury. An employee who does not have two hundred forty (240) sick hours accumulated cannot donate time to another employee. The recipient must exhaust all their available paid time, before using any donated sick hours. Hours will be converted by dividing the donor's wage by the recipient's wage and multiplying the result by the number of hours donated. Any fractional hours will be dropped to convert to whole hours only.

Section 23.12 - Sick Before a Holiday

In order for the employee to be eligible for the holiday premium pay, he/she must have worked the day before and the day after such holiday, unless he/she has failed to work because of a scheduled day off, sickness or injury verified by a medical doctor's certificate, or because of a death in the employee's immediate family or scheduled vacations.

Section 23.13 – Unexcused Tardiness

- a. Employees who have an unexcused tardy, shall not be compensated for the period of tardiness.

- b. Employees who have been tardy three times within six months shall receive a verbal reprimand.
- c. After receiving the verbal reprimand, employees who are tardy again within six months of the last tardy occurrence shall be subject to progressive discipline, including:
- d. Fourth tardy occurrence-written reprimand
- e. Fifth tardy occurrence-one day suspension without pay
- f. Sixth tardy occurrence-three day suspension without pay
- g. Seventh tardy occurrence-five day suspension without pay
- h. Eighth tardy occurrence- subject to further progressive discipline up to and including termination.

ARTICLE 24: FUNERAL LEAVE

Section 24.01 - Bereavement Time

An employee shall be paid for up to three (3) days bereavement leave to attend a funeral of an immediate family member. A Funeral Form is required (supplied by the City) to be filled out and a copy of the death notice from the newspaper is required. Turn in the completed form to the HR Director and attach a copy to your time sheet.

Section 24.02 - Immediate Family

For the purpose of this Article the immediate family is defined to include spouse, parent, parent-in-law, step-parent, child, step-child, brother, sister, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, sister-in-law, brother-in-law, (spouse's sibling or sibling's spouse), aunt, uncle, niece or nephew.

Section 24.03 - Extra Bereavement Time

Upon approval of the Service Director or his/her designee, bereavement leave in excess of three (3) days will be charged to the employees accrued sick leave balance, personal day, compensatory day, vacation day or leave without pay.

ARTICLE 25: LEAVE OF ABSENCE

Any employee desiring leave of absence from their employment shall secure written permission from the Employer. The maximum leave of absence shall be at the Employer's discretion, not to exceed three months, but such discretion shall not be unreasonably exercised. During the period of absence, the employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. Full seniority rights shall be maintained during a leave of absence.

Family and Medical Leave. The City and Union agree and acknowledge that the provisions of the Family and Medical Act of 1993 and all subsequent amendments are applicable to all members of the bargaining unit. The City and Union will adhere to regulations of the FMLA Act as interpreted by the Department of Labor, the federal agency enforcing FMLA. The City may adopt reasonable policies with regards to the administration of FMLA. Employees may grieve any unreasonable policy and any determination made by the City that violates the employee's rights under the Act in lieu of the filing of a complaint with the Secretary of Labor or filing suit.

ARTICLE 26: MILITARY LEAVE

Employees enlisting or entering the military or naval service of the State of Ohio or United States pursuant to the provisions of the Ohio Revised Code or Universal Military Training and Service Act and Amendments thereto, shall be granted all rights and privileges provided by the Act.

ARTICLE 27: JURY DUTY PAY

In the event that an employee loses all or part of their time on account of jury service, the Employer shall pay such employee an amount sufficient to guarantee no loss in wages on account of such absence from work.

ARTICLE 28: COURT TIME PAY

Any employee covered by this Agreement who is required by the City to attend Court outside of his/her regular work shift shall receive a minimum of four (4) hours pay at his/her applicable hourly rate for such attendance. No Court time shall be allowed to any such employee that has been notified that his/her presence is not needed, prior to the end of his/her shift on the day preceding a scheduled Court attendance. If he/she is required to stay in attendance at such Court for more than four (4) hours, in any one day, he/she shall be paid for the actual hours spent that day. Provided, however, that any and all fees, compensation or allowances to which an employee is or would be entitled to for such Court time, as provided for the statute or Court order, shall be turned over and paid to the City, and not retained by the employee. No such Court time shall be considered overtime in computing the employee's regular hourly rate.

ARTICLE 29: INSURANCE

Section 29.01

Effective January 1, 2021, the City's share of the total monthly health insurance premium shall be 93.75% for employees who have obtained hold or platinum status in the City's wellness program the preceding year, and 87.5% for all other employees. Effective January 1, 2022 the City's share of the total monthly health insurance premium shall be 92.5% for employees who have obtained gold or platinum status in the City's wellness program the preceding year, and 85% for all other employees.

Employees' share of the monthly premium shall be deducted from enrolled employees via bi-weekly payroll.

Section 29.02

Each bargaining unit shall appoint up to 2 representatives to the Health Care Task Force Committee. The City shall appoint up to 2 representatives for non-Union employees (not including support staff required for facilitating the work of the committee). In addition, the Mayor and up to 2 members of council shall sit on the committee. The committee will meet as necessary, but not less than annually, to review cost associated with all medical insurance policies and identify methods for controlling costs.

Section 29.03

The Employer shall provide life insurance in the amount of \$25,000 per employee.

Section 29.04

The city shall make monthly premium contributions for employees on active payroll, employees on paid leave, employees on workers' compensation leave and employees on designated FMLA. Employees not covered by this provision will need to make arrangements with the Finance Department to pay the entire monthly premium five days prior to the start of the month. Failure to do so will result in termination of city provided health care benefits and a notice of COBRA shall be issued.

Section 29.05

In exchange for an increased annual dental maximum of \$1,500, employee deductions for single dental coverage will be \$1.00 per pay and employee deductions for family coverage will be \$2.50 per pay.

ARTICLE 30: EXAMINATIONS

Section 30.01

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall pay for any time spent in the case of applicants for jobs and shall be responsible to the employees only for time spent at the place of examination or examinations, where the time spent by the employee(s) exceeds two (2) hours, and in that case, only for those hours in excess of said two (2) hours. Examinations are not to exceed one (1) in any one (1) year. Employees will not be required to take examinations during their working hours.

Section 30.02

The Employer reserves the right to select its own medical examiner or physician; and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense. In the event of a disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and the Union doctors shall together select a third (3rd) doctor within thirty (30) days, whose opinion shall be final.

ARTICLE 31: UNIFORMS

Section 31.01

An employee shall be required to wear prescribed uniforms which shall be furnished by the City at the Employer's expense. The Employer shall issue a TOTAL of eleven (11) uniforms to each bargaining unit employee (if coveralls are requested, each pair is considered as one (1) uniform). The City agrees to replace such items as found necessary at the City's expense unless the need for replacement is the result of negligence or wrongdoing by the employee in which case replacement will be at the employee's expense. The City agrees to launder the uniforms at the City's expense.

Section 31.02

In addition to receipt of the regular supply of uniforms in accordance with Section 01, an employee shall receive the following items of work clothing and materials, if necessary, which shall be paid for by the City: Hard Hats, Rain Suits, Safety Vests and Safety goggles when needed.

Section 31.03

All employees required to wear steel-toed safety shoes will be reimbursed up to two hundred twenty-five dollars (\$225.00) per calendar year. Employees must provide the Employer with proof of purchase to be reimbursed. Provided, however, that if an employee would leave within 6 months of purchasing their shoes they would be required to reimburse the City one-half of the amount of their safety shoes. Further, employees who receive such shoes must wear such safety shoes at all times.

ARTICLE 32: DEFECTIVE EQUIPMENT

The Employer shall not require employees to take out on the streets or highways any vehicle/equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All vehicle/equipment which is refused because it is not mechanically sound or properly equipped, shall be reported so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After the vehicle/equipment is repaired, the Employer shall place on such equipment as "OK" in a conspicuous place so the driver can see the same.

Employees shall immediately, or at the end of their shift, report all defects of vehicle/equipment. Such reports shall be made on suitable forms furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out vehicle/equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle/equipment being in an unsafe working or operating condition and receives no consideration from the Employer, the employee shall take the matter up with the officers of the Union who will take the matter up with the Employer.

ARTICLE 33: DANGEROUS CONDITIONS OF WORK

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work, or danger to person or property, or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before starting their next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. When safety equipment is required and provided by the Employer, any employee not using said equipment shall be subject to reasonable disciplinary action. It is the goal of the City to have all employees properly trained prior to the use of any tools or equipment.

ARTICLE 34: SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 35: REVIEW OF PERSONNEL FOLDER

Section 35.01

Members of the bargaining unit shall be allowed to review their personnel folders at any reasonable time upon request by providing advance notice to the Service Director who will schedule a time for the employee with the Personnel Administrator. If a member, upon examining their personnel folder, has reason to believe that there are inaccuracies in those documents to which they have access, the member may write a grievance to the Employer explaining the alleged inaccuracy. If, upon the investigation, the Employer sustains allegation, they shall do one (1) of the following:

- a. The member's grievance may be attached to the material in question, and filed with it and the Employer shall note thereon their occurrence; or

- b. The Employer may remove the inaccurate material from the personnel folder if they feel that its inaccuracies warrant such removal; or
- c. The Employer may remove and destroy the material in the presence of the employee and the Union.

Section 35.02

It is agreed that the supervisory and administrative personnel may only divulge any material in any personnel folder in accordance with applicable State and Federal Law.

Section 35.03

The Union will no way hinder or interfere with any State or Federal regulations regarding an employee’s folder. However, the Union may review an employee’s personnel folder upon written authorization from said employee to the Employer, (Mayor or Service Director), authorizing the viewing of same.

ARTICLE 36: WORKING OUT OF CLASSIFICATION

An employee assigned to work in a classification with a higher rate of pay shall receive the rate of pay for that classification based upon the following hours:

8-hour Day: If employee is assigned to work from 1-4 hours, they will be paid at the higher classification rate for 4 hours. If employee works over 4 hours, they will be paid at the higher classification rate for 8 hours.

10-hour Day: If employee is assigned to work from 1-5 hours, they will be paid at the higher classification rate for 5 hours. If employee works over 5 hours, they will be paid at the higher classification rate for 10 hours.

When performing Arborist duties, the employee performing the job function will be paid an additional two dollars per hour (\$2.00). Hours will be calculated and paid based upon the “Article 36 Working Out of Classification” rates listed above.

Only the Director of Service or the Director’s designee may make temporary assignments “out of classification” which shall be issued in writing prior to the performance of the work.

ARTICLE 37: LONGEVITY PAY

Section 37.01

All full-time regular employees, after three (3) years of continuous service with the Employer shall receive longevity pay per the following schedule:

<u>Years of Service:</u>	<u>Stipend:</u>
3	\$400.00
4	450.00
5	500.00
6	550.00

7	600.00
8	650.00
9	700.00
10	1000.00
11	1000.00
12	1000.00
13	1000.00
14	1000.00
15	1250.00
16	1250.00
17	1250.00
18	1250.00
19	1250.00
20	1500.00
21	1500.00
22	1500.00
23	1500.00
24	1500.00
25	1750.00
26	1750.00
27	1750.00
28	1750.00
29	1750.00
30+	2000.00

Section 37.02

Longevity payments shall be made on the amounts as contained in the above schedule, minus all deductions required by law. Such payment shall be made each year in a separate check on the payroll following the employee’s anniversary date of hire.

Section 37.03

Any employee leaving for other than disciplinary reasons shall receive the pro-rated portion of longevity payment based upon the date of leaving.

ARTICLE 38: PAY CHECK/PAY STUB

Section 38.01

The Employer shall continue to pay employees their pay checks on Friday of every other week.

Section 38.02

Those employees scheduled off duty on Fridays may pick up their pay checks on the Thursday preceding Friday pay days, so as not to create unnecessary trips or hardships on said employees. Employees wishing to pick their pay checks up early shall notify the Service and/or Finance Director. The Service and/or Finance Director must approve in advance the employee’s right to pick up their pay check.

ARTICLE 39: OVERTIME OPPORTUNITIES/HOURS OF WORK

Section 39.01 - Rotating Overtime

When it becomes necessary to work overtime, employees shall be called utilizing the procedures outlined in Section 2 of this Article. When additional work force is necessary after employees have been called out pursuant to Section 2, the remainder of the bargaining unit work force shall be called next, the criteria being seniority and qualifications. The provision of this Article are not applicable to employees required to holdover two (2) or less hours after their shift as a result of operations and by order of the Service Director or his/her designee.

Section 39.02 - Rotation of Overtime Opportunity

- a. When the Employer determines overtime is necessary, the Employer will rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime. The employees shall post and maintain an overtime roster which shall be made available to the City upon request. Said roster shall be posted on appropriate bulletin boards in the facilities provided by the Employer and will include a list of overtime hours worked, refused, negative contact, and total hours overtime offered. The employees who on the overtime roster have the fewest aggregate hours worked and/or hours refused, among those qualified to perform the work being assigned, shall be called first. Employees on sick leave shall be removed from the overtime rotation list for sixteen (16) continuous hours, or until they have returned to their regularly scheduled shift. Upon return from sick leave, an employee shall have their name replaced on the overtime rotation list in the same order previously held. Employees on vacation shall be removed from the overtime rotation list on each day of the employee's vacation.
- b. An employee who is offered, but refused, an overtime assignment, shall be credited on the roster with the amount of overtime refused. Where the amount of overtime refused was two (2) hours or less, the employee will be charged with refusing two (2) hours. Where an employee refuses call-out overtime under Section 6 of this Article, the employee shall be credited on the rosters and charged with refusing all hours at issue.

Section 39.03 - Work Week

- a. Forty (40) hours per week shall constitute the standard work week for all full-time employees.
- b. Overtime shall be defined as time that a Bargaining Unit employee is at work in excess of forty (40) hours in a given work week or in excess of hours in a scheduled workday.

Section 39.04 – Meetings

In the event an employee is requested by the Employer to attend any meetings, whether training or otherwise, the employee shall be compensated at the current hourly rate of pay for each hour in attendance.

Section 39.05 - Call Back

A minimum of two and one-half (2-1/2) hours of pay at one and one half (1 1/2) times the hourly rate shall be guaranteed when an employee is requested to report back to work or when an employee is called in on a day the employee is not scheduled to work. The guaranteed overtime period begins when the employee arrives for duty. In addition to the guaranteed overtime, the employee will be guaranteed forty-five (45) minutes of pay at straight time for the period between call-in and arrival for duty provided the employee arrives within a 1-hour (60 minute) period. All other hours actually worked beyond the two and one-half (2-1/2) hour minimum shall be paid at the current overtime rate. When an employee assigned by the Director of Service to perform the call-back of employees during non-scheduled hours, that employee shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times the hourly rate for every six (6) hour period of the assignment.

Section 39.06 - Call-Out Refusal

The City shall be the sole judge of the necessity for overtime. Overtime work shall not be refused unless an employee has reasonable justification. In the event that management informs the workforce in advance that a potential callback situation exists, one call to the employee's designated phone number shall constitute a refusal of overtime. If an employee fails to accept at least seventy-five (75%) of total monthly call-outs from November through April, the employee will receive a written reprimand and will be subject to the progressive disciplinary procedures in this contract.

Section 39.07 – Emergencies

Emergency overtime is defined as a natural disaster or any other emergency as determined by the Mayor or Service Director during which time the following procedure will be used for emergency call-outs:

- a. Go through the overtime list.
- b. Offer the available overtime to all other members of the bargaining unit.
- c. Call employees who are off on vacation, sick leave, personal day or any other leave.

ARTICLE 40: PREVAILING RIGHTS

Section 40.01

This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, and practices previously and presently in effect may be modified or discontinued, as long as the modifications(s) and discontinuance(s) do not conflict with this Agreement.

ARTICLE 41: PROBATIONARY PERIOD

A new employee will have a twelve (12) month probationary period in which they do not belong to the Union. Prior to the end of the probationary period, the Service Director will communicate the Director's intention to hire the employee to the Mayor who will take the proper steps to see that the employee has full-time permanent status with the City. The removal of a probationary employee shall not be subject to review by the Grievance Procedure set forth in this Agreement.

An existing employee who is promoted in their employment with the City shall have a six (6) month probationary period. Prior to the end of the probationary period, the Service Director must communicate the Director's intention to retain the employee at the new position to the Mayor who will take the proper steps to see that the employee has permanent status with the City in their new position. The demotion of a probationary promote shall not be subject to review by the Grievance Procedure set forth in this Agreement.

ARTICLE 42: DRUG TESTING

Section 42.01

Drug and alcohol screening/testing shall be conducted upon reasonable cause which means that the Employer possesses facts that give rise to reasonable cause that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used by the City in any criminal proceedings. The results of drug and alcohol testing shall be kept confidential except as may be provided by law. Results may be released to a person or entity when the City is authorized in writing by the employee. The following procedure shall not preclude the Employer from other administrative actions but such actions shall not be based solely upon the test results.

Section 42.02

All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

Section 42.03

Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometer method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of the employee's choosing, at the employee's expense. The test shall be given the same evidentiary value as the two previous tests. If at any point the results of the drug testing procedures conducted by the Employer specified in this article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

Section 42.04

Upon the findings of positive for a controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts

exists so as to bypass the EAP, in which case the Employer shall have the right to initiate disciplinary action, pursuant to Article 14 of this Agreement. An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program.

Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to their position. Such employee may be subject to periodic retesting at the discretion of the Employer upon the employee's return to their position. For the purpose of this section, periodic shall mean not more than twelve (12) times per year, except that drug tests may be performed at any time upon reasonable suspicion of drug use. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that they be required to take a medical leave of absence without pay for a period not to exceed 90 days.

Section 42.05

If the employee refuses to undergo rehabilitation or detoxification, or if the employee fails to complete a program of rehabilitation, or if the employee tests positive at any time within three (3) years after their return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer.

Section 42.06

No drug testing shall be conducted without the authorization of the Mayor or the Mayor's designee. If the Mayor orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept confidential except as provided by law, however, test results and records may be used in future disciplinary actions as set forth in the article.

Section 42.07

The employee and the Union shall be given a copy of the laboratory test report of both specimens before any discipline is imposed.

Section 42.08

Employees that purposely make false accusations pursuant to this section shall be subject to disciplinary action pursuant to Article 14 of this Agreement. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of three (3) years.

Section 42.09

The City shall form a Drug Free Workplace Committee. The committee shall meet to develop a random drug testing program, prior to July 1, 2005, that requires a minimum twenty-five percent (25%) random drug testing pool, employee education and supervisor training.

The Drug Free Committee shall meet at least annually to review the Drug Free Workplace program.

ARTICLE 43: EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 43.01

The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined pursuant to Article 14 of this Agreement.

Section 43.02

Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

Section 43.03

This Article shall not operate to limit the Employer's right to discipline an employee pursuant to Article of this Agreement for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary actions pursuant to Article 14 of this Agreement. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

ARTICLE 44: NO STRIKE AND NO LOCK-OUT

Section 44.01

In recognition that the services provided by the employees are essential to the public health, safety and welfare there shall be no interruption of employees work for any cause whatsoever, nor shall there be any work slowdown or other interference with said public services, during the term of this Agreement.

Section 44.02

In the event that any employee is engaged in any violation of Section 01 of this Article, the Union shall upon notification by the City, immediately order such employee to resume normal work activities. If the Union carries out its obligations under this section in good faith and has neither authorized or ratified such action, it shall have no liability for such action.

Section 44.03

The City shall not engage in a lockout of the bargaining unit members of the City Service Department.

ARTICLE 45: CONDITIONS OF EMPLOYMENT

The provisions of Sections 1, 2, 3 of this Article are applicable to all employees hired after January 1, 2001. Employees hired prior to January 1, 2001, and who maintain a CDL at the present time, agree to maintain that status for the balance of their employment. The City shall pay for the regular renewal of the CDL for all employees.

Section 45.01

All employees shall have and maintain a valid Ohio Commercial Driver's License. The City shall reimburse an employee who successfully obtains their Class B CDL after January 1, 2021, for the full cost of the class and/or the initial (first attempt) test to obtain the Class B CDL. Similar reimbursement shall be paid for a Class A CDL, or any other endorsement that benefits the City, upon approval of the City at its sole discretion. In the event that the City employs a person without such license, that person shall obtain such license within one-hundred eighty (180) days or a reasonable time frame.

Section 45.02

In the event that an employee's CDL is suspended by the State of Ohio or a Court of Law, fails to renew the license before expiration, or the employee is not able to be insured by the City's insurance company to drive a motor vehicle, the employee shall notify the Service Director at once and shall not operate any vehicle for which the member is not licensed. The Director may assign the employee to non-driving work if such work is available and at the assigned position's regular rate of pay. If no work is available, the employee shall be laid-off (with no bumping rights) until such time as work becomes available.

Section 45.03

The City shall hold the employee's job for sixty (60) days after the employee's loss of CDL or failure to pass the CDL exam. If the employee obtains a CDL in that period, the employee will be returned to the regular duties and pay rate held before the loss of the CDL. If the employee fails to obtain a CDL before the employee's former position has been filled, the employee shall remain in the available work or on layoff until work becomes available. (NOTE: Refer to current Contract regarding layoff).

ARTICLE 46: DURATION OF AGREEMENT

Section 46.01

This Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect until December 31, 2022, unless otherwise terminated as provided herein.

Section 46.02

If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior, nor later than ninety (90) 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 received notice of intent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of October, 2021.

FOR THE EMPLOYER

Mayor Nicholas Molnar

FOR THE UNION

President

Secretary/Treasurer

Business Representative

ORIGINATOR: ADMINISTRATION/FINANCE DEPARTMENT

SPONSOR: Garvas

**CITY OF MACEDONIA
ORDINANCE NO. 67 - 2021**

**AN ORDINANCE
PROVIDING FOR THE 2022 ANNUAL APPROPRIATIONS
FOR THE CITY OF MACEDONIA, OHIO**

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio, that:

Section 1. To provide for the current expenses and other expenditures of the City of Macedonia, Ohio during the fiscal year ending December 31, 2022, the following sums are hereby set aside and appropriated as set forth in the document attached hereto as Exhibit “A” and incorporated herein by reference.

Section 2. The Director of Finance is hereby authorized to draw warrants for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore approved by the board of officers authorized by law to approve the same or an ordinance or resolution of Council to make expenditures; provide that no warrants shall be drawn or paid for salaries or wages except for persons employed by authority of and in accordance with law or ordinance.

Section 3. The Clerk of Council shall forward a certified copy of the ordinance to the Summit County Fiscal Officer.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. Wherefore, this Ordinance shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

EXHIBIT A		CITY OF MACEDONIA			October 28, 2021		2022 Annual	
Fund Category	Fund #	Fund Name or Department	Personal Service	Other	Transfers & Advances	Total		
								changes
General	101	General						
		Council (101)	112,600	5,500		118,100		
		Administrative Support (110)	-	1,303,400		1,303,400		
		Mayor's Office (120)	494,200	33,900		528,100		
		IT (125)	133,300	175,600		308,900		
		Finance (130)	379,900	390,500		770,400		
		Mayor's Court (140)	221,100	133,500		354,600		
		Legal (150)	59,300	170,300		229,600		
		Civil Service (160)	5,600	2,600		8,200		
		City Center Service (170)	149,800	262,700		412,500		
		Building & Engineering (180)	382,700	105,200		487,900		
		Service (201)	432,700	233,100		665,800		
		Police (210)	3,235,300	235,600		3,470,900		
		Fire (222)	3,612,700	761,100		4,373,800		
		Dispatch (310)	882,700	70,800		953,500		
		Transfers (321)	-	-	2,984,900	2,984,900		
		Advances (321)	-	-	-	-		
		Total General Fund (101)	10,101,900	3,883,800	2,984,900	16,970,600		
		total Personal Service + Other		13,985,700				
	102	Emergency Reserve	-	-	-	-		
	103	Unclaimed Monies	-	1,000	-	1,000		
	104	Retirement Reserve	-	50,000	-	50,000		
	105	Refund Program	-	200,000	225,000	425,000		
	106	Technology Advancement	-	100,000	-	100,000		
Special Revenue	201	Street Construction Maintenance & Repair (S,C,M&R)						
		Street Maintenance & Repair (350)	975,800	208,800	-	1,184,600		
		Salt (352) & Traffic Signals (353)	-	158,000	-	158,000		
		Street Mechanic (354) & Signs Maintenance (355)	439,600	264,300	-	703,900		
		Total S,C,M&R Fund (201)	1,415,400	631,100	-	2,046,500		
	202	State Highway Improvement	-	55,000	-	55,000		
	203	Permissive License Tax	-	150,000	-	150,000		
	204	Parks & Recreation						
		Parks (203)	235,300	162,600	-	397,900		
		Recreation - Parks Programming (204)	138,900	311,900	-	450,800		
		Total Parks & Recreation Fund (204)	374,200	474,500	-	848,700		
	205	Family Recreation Center	718,600	1,015,500	-	1,734,100		
	207	Spirit of Macedonia Festival	-	35,000	-	35,000		
	210	Water Maintenance & Expansion	26,000	254,700	-	280,700		
	212	Motor Vehicle License Tax	-	85,000	-	85,000		
	213	Police Pension	-	152,000	-	152,000		
	216	Drug Law Enforcement	-	5,000	-	5,000		
	217	Law Enforcement & Education	-	2,500	-	2,500		
	218	CDBG Grant	-	2,000	-	2,000		
	220	Mayor's Court Computer	-	12,800	-	12,800		
	221	F.A.I.R. Program	-	1,000	-	1,000		
	223	Subdivision Tree	-	2,000	-	2,000		
	224	Wireless 911	-	2,500	-	2,500		
	225	Petro UST	-	1,000	-	1,000		
	226	Police Donation	-	100	-	100		
	233	Quiet Zone Maintenance	-	5,000	-	5,000		
	259	A.R.R.A. Program	-	1,000	-	1,000		
	260	Federal Fire Grant	-	1,000	-	1,000		
	262	Law Enforcement Trust	-	2,500	-	2,500		
	263	Federal Equity Share	-	25,000	-	25,000		
	266	Local Fiscal Recovery	-	-	-	-		
	280	Safety / Service	720,800	1,301,000	289,400	2,311,200		
		Total Special Revenue Funds	3,255,000	4,217,200	289,400	7,761,600		

EXHIBIT A		CITY OF MACEDONIA		October 28, 2021		2022 Annual	
Fund Category	Fund #	Fund Name or Department	Personal Service	Other	Transfers & Advances	Total	
Debt Service	301	General Obligation Bond Retirement	-	1,220,000	-	1,220,000	
	302	Special Assessment Bond Retirement	-	291,500	575,000	866,500	
	304	Other Debt - (OPWC, State Infrastructure Bank, leases)	-	919,400	-	919,400	
		Total Debt Service Funds	-	2,430,900	575,000	3,005,900	
Capital Project	401	Capital Improvement	-	547,800	-	547,800	
	405	Road Program	-	2,154,100	737,200	2,891,300	
	423	Municipal Property	-	-	-	-	
	424	Longwood Park Improvements	-	1,000	-	1,000	
	427	Manor House Renovation	-	-	-	-	
	470	Summit Pointe TIF	-	650,000	-	650,000	
	471	The Avenue TIF	-	-	44,000	44,000	
	472	Macedonia Shoppes TIF	-	-	7,200	7,200	
	473	Maguire Property TIF	-	-	10,300	10,300	
	475	Culver's TIF	-	-	13,700	13,700	
	476	KFC TIF	-	-	9,700	9,700	
	477	Cleanland TIF	-	-	-	-	
	478	Big Carrot TIF	-	-	-	-	
	479	Peak Nano TIF	-	-	-	-	
	480	OH State Waterproofing TIF	-	-	-	-	
		Total Capital Project Funds	-	3,352,900	822,100	4,175,000	
Non-Budgetary	206	Parks & Recreation Trust	-	15,000	-	15,000	
	702	Revolving Payroll Escrow	-	-	-	-	
	710	Escrow Deposits	-	-	-	-	
	711	Mayor's Court	-	-	-	-	
	712	Community Room Deposits	-	-	-	-	
	714	JEDD Northfield Center	-	450,000	-	450,000	
	715	Mayor's Court Bond	-	-	-	-	
	Total Non-Budgetary Funds	-	465,000	-	465,000		
	Total All Funds	13,356,900	14,700,800	4,896,400	32,954,100		
			28,057,700				
Transfers		General (101) to Retirement Reserve (104)			50,000		
		General (101) to Technology Advancement (106)			100,000		
		General (101) to Street Construction (201)			1,050,000		
		General (101) to Family Recreation Center (205)			100,000		
		General (101) to General Bond Retirement (301)			245,000		
		General (101) to Other Debt (304)			265,000		
		General (101) to Capital Improvements (401)			260,000		
		General (101) to Road Program (405)			525,000		
		General (101) to Municipal Property (423)			389,900		
		Refund Program (105) to General (101)			225,000		
		Safety Services (280) to General Bond Retirement (301)			289,400		
		Special Assessment (302) to Other Debt (304)			575,000		
		Road Program (405) to General Bond Retirement (301)			676,200		
		Road Program (405) to Other Debt (304)			61,000		
		The Avenue TIF (471) to Road Program (405)			44,000		
		Macedonia Shoppes TIF (472) to Road Program (405)			7,200		
		Maguire Property TIF (473) to Road Program (405)			10,300		
	Culver's TIF (475) to Road Program (405)			13,700			
	KFC TIF (473) to Road Program (405)			9,700			
	Total Transfers			4,896,400			
Advances		Capital Improvement Fund (401) to General Fund (101)			-		
		Total Advances			-		
	Total Transfers & Advances			4,896,400			

CITY OF MACEDONIA		CERTIFICATE OF ESTIMATED RESOURCES							COVID-19	APPROPRIATIONS			transfers
2022 Estimated Resources & Appropriations		ESTIMATED	ADD	ADD	ADD	ADD	EQUALS			SUBTRACT	EQUALS	advances	
2022 Annual Appropriations		Unencumbered	General	Local	Income	Other	2022			changes	ESTIMATED	gen'l obligation debt	
October 28		Balance	Property Tax	Gov't	Tax	Sources	Total	Description	Sect.	2022	Unencumbered	spec assess debt	
Fund #	Fund Description	01/01/2022	Type				Resources			Appropriations	Balance	OPWC/lease debt	
											12/31/2022	new debt	
												Description	
101	General	3,500,000.00	Gov't	1,952,300.00	170,700.00	9,336,000.00	3,484,200.00	18,443,200.00		1.	13,536,700.00	2,641,500.00	
						tr in 5.	-			tr out 1.	2,265,000.00		
						adv in 37.	-			adv out 1.	-		
						est rev	-				15,801,700.00		
							3,484,200.00						
102	Emergency Reserve	500,000.00	Gov't					500,000.00			-	500,000.00	
						tr in 1.	-			tr out 2.			
103	Unclaimed Monies	12,500.00	Trust					12,500.00		3.	1,000.00	11,500.00	
						est rev	-						
104	Retirement Reserve	500,000.00	Gov't					550,000.00		4.	50,000.00	500,000.00	
						tr in 1.	50,000.00						
105	Refund Program	188,200.00	Gov't			264,000.00		452,200.00		5.	200,000.00	252,200.00	
						est rev	-						
106	Technology Advancement	400.00	Gov't					100,400.00		6.	100,000.00	400.00	
						tr in 1.	100,000.00						
201	S.C.M & R	147,500.00	Sp Rev					2,092,500.00		7.	1,987,700.00	104,800.00	
						est rev	890,000.00						
						tr in 1.	1,055,000.00						
							1,945,000.00						
202	State Highway	15,600.00	Sp Rev					66,100.00		8.	55,000.00	11,100.00	
						est rev	50,500.00						
203	Permissive License Tax	6,400.00	Sp Rev					130,800.00		tr out 9.	124,400.00	6,400.00	
						est rev	124,400.00						
204	Parks & Recreation	211,100.00	Sp Rev			426,000.00		741,100.00		10.	582,500.00	158,600.00	
						est rev	104,000.00						
						tr in 1.	-						
							104,000.00						
205	Family Recreation Center	262,700.00	Sp Rev			426,000.00		1,490,000.00		11.	1,443,200.00	46,800.00	
						est rev	725,000.00						
						est rev	26,300.00						
						tr in 1.	50,000.00						
							801,300.00						
206	Parks & Recreation Trust	4,600.00	Trust					122,600.00		12.	115,000.00	7,600.00	
						est rev	58,000.00						
						tr in 1.	60,000.00						
							118,000.00						
207	Spirit of Macedonia	26,800.00	Sp Rev					51,800.00		13.	35,000.00	16,800.00	
						est rev	25,000.00						
210	Water Maintenance & Expansion	272,800.00	Sp Rev					397,800.00		14.	250,000.00	147,800.00	
						est rev	125,000.00						
212	Motor Vehicle License Tax	16,900.00	Sp Rev					116,900.00		15.	115,000.00	1,900.00	
						est rev	100,000.00						
213	Police Pension	400.00	Sp Rev	152,760.00				153,160.00		16.	152,000.00	1,160.00	
						est rev	-						
215	Indigent Drivers	6,100.00	Sp Rev					6,100.00		17.	-	6,100.00	
						est rev	-						
216	Drug Law Enforcement	36,500.00	Sp Rev					41,500.00		18.	5,000.00	36,500.00	\$2,500 capital items
						est rev	5,000.00						
217	Law Enforcement Education	26,600.00	Sp Rev					29,100.00		19.	2,500.00	26,600.00	\$2,500 capital items
						est rev	2,500.00						
218	CDBG Block Grant	8,100.00	Sp Rev					10,100.00		20.	2,000.00	8,100.00	
						est rev	2,000.00						
220	Mayor's Court Computer	9,500.00	Sp Rev					17,500.00		21.	10,300.00	7,200.00	
						est rev	8,000.00						
221	F.A.I.R. Program	26,600.00	Sp Rev					26,600.00		22.	-	26,600.00	
						est rev	-						
223	Subdivision Tree	100.00	Sp Rev					2,100.00		23.	2,000.00	100.00	
						est rev	2,000.00						
224	Wireless Emergency 911	12,400.00	Sp Rev					12,400.00		24.	2,500.00	9,900.00	
						est rev	-						
225	Petro Underground Storage Tanks	8,900.00	Sp Rev					8,900.00		25.	1,000.00	7,900.00	
						est rev	-						
226	Police K-9 Donation	1,200.00	Sp Rev					1,200.00		26.	100.00	1,100.00	
						est rev	-						
233	Quiet Zone Maintenance	15,100.00	Sp Rev					16,100.00		27.	5,000.00	11,100.00	
						est rev	1,000.00						
259	A.R.R.A. Grant	4,400.00	Sp Rev					4,400.00		28.	1,000.00	3,400.00	
						est rev	-						
260	Federal Fire Grant	13,000.00	Sp Rev					13,000.00		29.	1,000.00	12,000.00	
						est rev	-						
						tr in 1.	-						
							-						

CITY OF MACEDONIA			CERTIFICATE OF ESTIMATED RESOURCES						COVID-19	APPROPRIATIONS			transfers	
2022 Estimated Resources & Appropriations			ESTIMATED	ADD	ADD	ADD	ADD	EQUALS			SUBTRACT	EQUALS	advances	
2022 Annual Appropriations			Unencumbered	General	Local	Income	Other	2022			changes	ESTIMATED	gen'l obligation debt	
October 28			Balance	Property Tax	Gov't	Tax	Sources	Total	Description	2022	Unencumbered	spec assess debt		
Fund #	Fund Description	Type	01/01/2022					Resources		Appropriations	Balance	OPWC/lease debt		
											12/31/2022	new debt		
												Description		
262	Law Enforcement Trust	Sp Rev	15,400.00				est rev	15,400.00		30.	2,500.00	12,900.00		
263	Federal Equitable Share	Sp Rev	65,000.00				est rev	65,000.00		31.	25,000.00	40,000.00	\$7,500 capital items	
266	Local Fiscal Recovery	Sp Rev	628,500.00				est rev	628,500.00	1,257,000.00	31c.	-	1,257,000.00		
280	Safety / Service	Sp Rev	870,900.00			1,650,000.00	borrow	-	2,520,900.00	32.	690,500.00	681,800.00	wages & benefits	
											685,000.00		capital items	
											174,000.00		RITA fees / OH muni fees + other	
										tr out 32.	289,600.00		aerial tower debt + 800 mhz radios	
											1,839,100.00			
301	General Bond Retirement	Debt	11,900.00				est rev	-	1,227,700.00	33.	-	7,500.00		
							tr in 1.	250,000.00			121,100.00		800 mhz radios	
							tr in 32	289,600.00			168,500.00		aerial tower	
							tr in 38	676,200.00			676,200.00		\$9M 2018 bonds	
								1,215,800.00			254,400.00		70% 2010 bonds	
											1,220,200.00			
302	Special Assess Bond Retirement	Debt	48,400.00				est rev	290,000.00	338,400.00	34.	291,500.00	46,900.00		
							adv in 1.	-			adv out 34.	-		
								290,000.00			291,500.00			
304	Other Debt	Debt	22,300.00				tr in 1	275,000.00	358,300.00	36.	344,400.00	13,900.00		
							tr in 38	-			-			
							tr in 36	61,000.00			344,400.00			
								336,000.00						
401	Capital Improvements	Cap	77,200.00				borrow	-	537,200.00	Service - lease to buy	37.	-	194,100.00	lease to buy purchases
							tr in 1	425,000.00			-			Family Rec parking lot
							est rev	-		NEORS & CC Share	-			
							est rev	-		NEORS & CC Share	-			
							est rev	35,000.00		NEORS & CC Share	35,000.00		EPA compliance	
							est rev	-		Cleveland Water	-			
							adv in 1.	-			308,100.00		Dept capital purchases	
								460,000.00			adv out 37.	-		
											343,100.00			
405	Road Program	Cap	304,800.00			1,548,000.00	tr in 1	-	2,072,100.00	Permissive Tax	38.	-	108,400.00	
							tr in 9	114,400.00		Permissive Tax	182,500.00		21 Rd/Highland VV/Empire/Other	
							tr in 9	10,000.00			-			
							tr in 44	44,000.00			100,000.00		Road materials	
							tr in 45	7,200.00			55,000.00		Road pavement markings	
							tr in 46	10,300.00			30,000.00		storm water projects	
							tr in 47	-			766,000.00		Road Program	
							tr in 48	13,700.00			48,000.00		LED street lighting	
							tr in 49	9,700.00			45,000.00		RITA retainer / OH muni fees	
							tr in 50	-			-			
							tr in 52	-			-			
							tr in 53	-			-			
							est rev	10,000.00		OPWC - Highland	tr out 38	-		
							borrow	-			tr out 38	61,000.00	OPWC Ledge 2046/VV/View 2038	
							est rev	-			tr out 38	676,200.00	\$9M 2018 Roads Bond 2038	
							est rev	-		NEORS CC Share	1,963,700.00			
							est rev	-		close 2021 PO's				
								219,300.00						

CITY OF MACEDONIA			CERTIFICATE OF ESTIMATED RESOURCES						COVID-19	APPROPRIATIONS			transfers	
2022 Estimated Resources & Appropriations			ESTIMATED	ADD	ADD	ADD	ADD	EQUALS			SUBTRACT	EQUALS	advances	
2022 Annual Appropriations			Unencumbered	General	Local	Income	Other	2022			changes	ESTIMATED	gen'l obligation debt	
October 28			Balance	Property Tax	Gov't	Tax	Sources	Total	Description	Sect.	2022	Unencumbered	spec assess debt	
Fund #	Fund Description	Type	01/01/2022					Resources			Appropriations	Balance	OPWC/lease debt	
												12/31/2022	new debt	
													Description	
423	Municipal Property	Cap	1,353,100.00				tr in 1	1,353,100.00			40.	10,000.00	1,343,100.00	
424	Longwood Park Improvements	Cap	5,000.00				est rev	5,000.00			41.	1,000.00	4,000.00	
427	Manor House Renovation	Cap	100.00				est rev	100.00			42.	-	100.00	
470	Summit Pointe TIF	Cap	-				est rev	650,000.00	650,000.00		43.	650,000.00	-	
471	The Avenue TIF	Cap	100.00				est rev	44,000.00	44,100.00		tr out 44	44,000.00	100.00	
472	Macedonia Shoppes TIF	Cap	100.00				est rev	7,200.00	7,300.00		tr out 45	7,200.00	100.00	
473	Maguire Property TIF	Cap	100.00				est rev	10,300.00	10,400.00		tr out 46	10,300.00	100.00	
474	Ambassadors Football TIF	Cap	-				est rev	-	-		tr out 47	-	-	
475	Culver's TIF	Cap	100.00				est rev	13,700.00	13,800.00		tr out 48	13,700.00	100.00	
476	KFC TIF	Cap	100.00				est rev	9,700.00	9,800.00		tr out 49	9,700.00	100.00	
477	Cleanland TIF	Cap	-				est rev	-	-		tr out 50	-	-	
478	Big Carrot TIF	Cap	-				est rev	-	-		51.	-	-	
479	Peak Nano TIF	Cap	-				est rev	-	-		tr out 52	-	-	
480	Ohio State Waterproofing TIF	Cap	-				est rev	-	-		tr out 53	-	-	
702	Revolving Payroll Funds	Agency	90,800.00				est rev	-	90,800.00		54.	-	90,800.00	
710	Escrow Deposits	Agency	69,100.00				est rev	-	69,100.00		55.	-	69,100.00	
711	OBBC Deposits	Agency	1,000.00				est rev	-	1,000.00		56.	-	1,000.00	
712	Community Room Deposits	Agency	3,200.00				est rev	-	3,200.00		57.	-	3,200.00	
714	JEDD Northfield Center	Agency	118,500.00			450,000.00	est rev	-	568,500.00		58.	450,000.00	118,500.00	
715	Mayors Court Bond	Agency	900.00				est rev	-	900.00		59.	-	900.00	
	Totals		9,521,000.00	2,105,060.00	170,700.00	14,100,000.00		10,932,400.00	36,829,160.00	= Beg Bal + Resources		28,270,300.00	8,558,860.00	
	Total Resources					60.83%		27,308,160.00	Total 2021 generated Resources				-	
								23,178,560.00	Total 2021 Estimated Revenue					

CITY OF MACEDONIA
2022 Annual Appropriations
October 28

changes

Beginning Estimated RESTRICTED Unencumbered Cash Balance
 Beginning Estimated UNRESTRICTED Unencumbered Cash Balance

Fund #
 all other 4,819,900
 101-106 4,701,100

9,521,000

Revenue and Other Receipts

Municipal Income Tax Funds (101, 105, 204, 205)
 Property Tax
 Local Government
 Tax Increment Financing (TIF) Revenue
 Safety / Service
 Road Program
 Other Income Funds (101, 105, 201, 204, 205, 301, 302, 401)
 Total Revenue

101,213 10,452,000
 101 2,105,100
 471-476 170,700
 280 84,900
 405 1,650,000
 1,558,000
 5,554,500

21,575,200

Expenses and Other Disbursements

General
 Refund Program
 Retirement Reserve
 Technology Advancement
 Street Construction Maintenance & Repair
 Parks & Recreation
 Family Recreation Center
 Safety / Service

101 13,536,700
 103 200,000
 104 50,000
 106 100,000
 201 1,987,700
 204 582,500
 205 1,443,200
 280 1,549,500

(19,449,600)

Trust / Agency Funds (206, 702 - 715) Revenue
 Trust / Agency Funds (206, 702 - 715) Expense

508,000
 565,000

(57,000)

Other Funds (103, 202, 203, 207-265, 422-427, 470) Revenue
 Other Funds (103, 202, 203, 207-265, 422-427, 470, 471-476) Expense

1,723,900
 1,328,900

395,000

Balance available for Debt Service, Capital Improvements, Road Program & Other Costs

2,463,600

Debt Service

General Bond Retirement
 Special Assessment Bond Retirement
 Other Debt

301 1,220,200
 302 291,500
 304 344,400

(1,856,100)
 607,500

Balance available for Capital Improvements and Other Costs

Departmental & Other Items from Five Year Capital Plan

280 - 401 (343,100)

Road Program
 Other

405 796,000
 405 430,500

(1,226,500)

Safety / Service borrowing
 Capital Improvements borrowing
 Right In / Right Out borrowing

280 -
 401 -
 405 -

Estimated Unencumbered Cash Increase (Decrease)

(962,100)

Ending RESTRICTED Unencumbered Cash Balance - Estimated
 Ending UNRESTRICTED Unencumbered Cash Balance - Estimated

all other 4,653,300
 101-106 3,905,600

8,558,800

ORIGINATOR: FINANCE DEPARTMENT

SPONSOR: Organs

**CITY OF MACEDONIA
RESOLUTION NO. 68-2021**

**A RESOLUTION
ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND
CERTIFYING THEM TO THE SUMMIT COUNTY FISCAL OFFICE**

WHEREAS, it is necessary to accept the amounts and rates as determined by the Budget Commission and authorize the necessary tax levies and certify them to the Summit County Fiscal Office.

WHEREAS, the Summit County Budget Commission Certification of Tax Levy is attached as "Exhibit A," and Council wishes to certify the same to Summit County.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That the amounts and rates as determined by the Summit County Budget Commission Certification of Tax Levy as set forth in "Exhibit A" are hereby adopted and accepted by the City of Macedonia.

Section 2. That this Resolution and the attached Certification of Tax Levy shall be certified and forwarded to the Summit County Fiscal Office by the Council Clerk.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. Wherefore, this Resolution shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover Clerk of Council

SUMMIT COUNTY BUDGET COMMISSION CERTIFICATION OF TAX LEVY
(ORC Sections 5705.34 & 5705.35)

POLITICAL ENTITY: MACEDONIA CITY
ESTIMATE

- 1. RES/AG REAL VALUE 364,261,690
- 2. OTHER REAL VALUE 113,719,510
- 3. TOTAL RES/AG & OTHER REAL VALUE 477,981,200
- 4. PUBLIC UTILITY PERSONAL VALUE 31,445,980
- 5. TOTAL REAL & PUBLIC UTILITY VALUE 509,427,180

Tax Year 2021/Collection Year 2022

THE VALUATIONS AND TAX RATES REFLECT TAX YEAR 2020/COLLECTION YEAR 2021

LEVIES INSIDE and OUTSIDE 10 MILL LIMITATION, INCLUSIVE OF DEBT LEVIES

Date: September 2, 2021

FUND TYPE CLT FUND #	PURPOSE	Authorized by the Voters on Ballot MO/DAY/YR	Number of Years Levy to Run	Tax Year		Collection Year	Maximum Rate Authorized to be Levied	REDUCTION FACTOR	EFFECTIVE RATE TO BE LEVIED	THIS ESTIMATE REFLECTS LESS THE PENDING EXEMPTION ASSESSED VALUATION				ROLL BACK	
				Beginns/Ends	Beginns/Ends					RES/AG	OTHER	PUBLIC UTILITY	TOTAL		
GENERAL 01 00	Inside						2.53		2.530000 2.530000		\$921,582	\$287,131	\$79,558	\$1,288,271	Y
POLICE PENSION 32 00	Inside						0.30		0.300000 0.300000		\$109,279	\$34,047	\$9,434	\$152,760	Y
GENERAL 01 01	Current Expense	Renewal 11/03/20	5		20/24	21/25	5.07	0.806500 0.744247	0.981045 1.296668		\$357,357	\$147,160	\$159,431	\$663,948	Y
TOTALS							7.90		3.811045 4.126668		\$1,388,218	\$468,338	\$248,423	\$2,104,979	

NOTE: The ROLLBACK column added to this certificate represents the recently passed state budget, beginning with tax year 2013 the ten and two and one-half percent rollbacks will no longer apply to new levies that are enacted after the August 2013 election. These non-qualifying levies include additional levies, the increase portion of renewal with increase levies, and the full effective millage of replacement levies. Levies that will continue to qualify for application of the rollbacks are levies approved at or before the August 2013 election, inside and charter millage as they appear on the 2013 tax list, renewals of qualified levies, and the substitute of qualified school district emergency levies under Revised Code section 5705.199. In this column the **Y** indicates the levy qualifies for the 10% and 2 1/2% rollback. The **N** indicates the levy does not qualify for the 10% and 2 1/2% rollback.

Ex. A