



CITY OF SANDUSKY COMMISSIONERS
REGULAR SESSION AGENDA
July 26, 2010 at 5 p.m.
City Hall, 222 Meigs Street

REVISED, 7.22.10

INVOCATION, PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

J. Hamilton, K. Nuesse, J. Farrar, D. Waddington, B. Fuqua, P. Brown & D. Kaman

APPROVAL OF MINUTES

July 12, 2010

AUDIENCE PARTICIPATION

Agenda Items Listed Below Only (3 minute limit)

PRESENTATIONS

Bryan Rathbun, Sure Energy

COMMUNICATIONS

Motion to accept all Communications submitted below

ITEM #1 – Submitted by 2010 Charter Review Committee Members

ORDINANCE NO. ____: It is requested an Ordinance be approved providing for the submission to the electors of the City of Sandusky of a proposed Amendment to update Section 6 of the Charter of the City of Sandusky in order to provide that, commencing January 1, 2011, the salary of each City Commissioner shall be \$150.00 per week and the amount received by the President of the City Commission in addition to that salary shall be \$30.00 per week; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ORDINANCE NO. ____: It is requested an Ordinance be approved providing for the submission to the electors of the City of Sandusky of a proposed amendment to update Section 15 of the Charter of the City of Sandusky by revising the first paragraph thereof to require, within ten (10) days of final passage, that every Ordinance or Resolution of a general or permanent nature be published once by title only and that every Ordinance or Resolution be made available in length to the public at various locations; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #2 - Submitted by Kathryn K. McKillips, Engineer

Budgetary Information: \$86,750.00 will be paid with Sewer Funds. Erie County has paid ADS 100% of the cost of the services to date. The city will be reimbursing Erie County for the city's share.

ORDINANCE NO. ____: It is requested an Ordinance be passed authorizing and directing payment to the Erie County Department of Environmental Services for sewer metering services for the period of February, 2007 through May, 2010; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #3 – Submitted by Jane E. Cullen, E.I.T.

Budgetary Information: The original contract price was \$1,327,547.68. The final contract cost including the deduct change order in the amount of \$112,465.14 is \$1,215,082.54. Federal Funds provided through the Erie County Metropolitan Planning Organization (MPO) will fund \$690,691.12 (80% of eligible costs), with the city's Sewer Fund to fund \$237,400.81 and the city's Water Fund to fund \$286,990.61.

ORDINANCE NO. ____: It is requested an Ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work being performed by Erie Blacktop, Inc., of Sandusky, Ohio, for the Mills Street Reconstruction project and to deduct the contract amount by \$112,465.14 in relation thereto; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #4 – Submitted by Kathryn K. McKillips, Engineer

Budgetary Information: The cost for the work to be performed by Jones & Henry Engineers is \$36,360.00 with \$16,680.00 to be paid with Water Funds and \$19,680.00 with Sewer Funds.

ORDINANCE NO. ____: It is requested an Ordinance be passed authorizing and directing the City Manager to enter into an Agreement for Professional Design Services with Jones & Henry Engineers, Ltd. for a Water and Wastewater Rate Study; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #5 – Submitted by Kathryn K. McKillips, Engineer

Budgetary Information: The total project cost including engineering, inspection, advertising and miscellaneous costs is \$7,307,350.00. The city will apply for an Ohio Water Development Authority loan to be paid back with Water Funds.

RESOLUTION NO. ____: It is requested a Resolution be passed repealing Resolution 018-09R and declaring the necessity for the City of Sandusky, Ohio, to proceed with the proposed Big Island Water Works (BIWW) Chemical Improvement project; approving the revised specifications and Engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this Resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #6 – Submitted by Carrie R. Handy, Chief Planner

Budgetary Information: The total cost of the vehicles will be covered by the city's transit capital American Recovery and Reinvestment Act grant. There will be no budgetary impact on the city's general fund. No local match was required for this grant.

ORDINANCE NO. ____: It is requested an Ordinance be passed authorizing and directing payment to Transportation Equipment Sales Corporation (TESCO) of Oregon, Ohio for the purchase of eight (8) light transit vehicles for the Sandusky Transit System; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #7 – Submitted by Carrie R. Handy, Chief Planner

Budgetary Information: The total cost for the annual support fee is \$13,250.00 and will be paid with funds from the Sandusky Transit System budget. There will be no impact on the city's General Fund.

ORDINANCE NO. _____: It is requested an Ordinance be passed authorizing and directing payment to Trapeze Software Group, Inc., of Dallas, Texas for the annual software support and maintenance fee for the period 7/1/2010 through 6/30/2011; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #8 – Submitted by Hank Solowiej, CPA, Finance Director & George J. Poulos, AIA, Chief Building Official

Budgetary Information: The City Commission authorized the expenditure of funds not to exceed \$625,000 for the repairs to homes involved in the city's 2004, 2005 and 2006 Housing Rehabilitation Program by Ordinance No. 08-143, passed on December 22, 2008. Another \$425,000 was authorized by Ordinance No. 09-008, passed on February 23, 2009. An additional \$350,000 is being requested to finish up the completion of the repairs through the process of pre-funding the cost of the repairs using existing balances from State and Federal grant funds. It is anticipated the City of Sandusky General Fund may possibly assume the long term financial responsibility for these repairs as these grant funds will need to be repaired once insurance, criminal investigations and legal matters are resolved. This authorization does not include amounts, if any, that would need to be returned to the Ohio Department of Development as a result of their audit report of the 2004, 2005 and 2006 grant years.

ORDINANCE NO. _____: It is requested an Ordinance be passed appropriating funds and ratifying the payments made to various contractors and approving payments to be made to contractors for additional services for the repairs to the homes involved in the City of Sandusky's 2004, 2005 and 2006 Housing Rehabilitation Programs in CY 2010; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #9 – Submitted by Kelly L. Kresser, Clerk of the City Commission

A notice has been submitted to the City of Sandusky from the Ohio Department of Liquor Control, requesting a stock transfer request of a D5 Liquor Permit to El Pino Ltd., dba Casa Fiesta Mexican Restaurant, 1007 West Perkins Avenue & Patio, Sandusky. It is requested the Clerk notify the Ohio Department of Liquor Control that the city has no objections to this request.

ITEM #10

ORDINANCE NO. _____: It is requested an Ordinance be passed ratifying, accepting and approving a Collective Bargaining Agreement between the City of Sandusky, an Ohio Charter Municipal Corporation, and the American Federation of State, County and Municipal Employees Local #1519, the collective bargaining unit for certain employees of the City of Sandusky, for the period January 1, 2010, through December 31, 2012, a copy of which is attached to this Ordinance; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER'S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION

ADJOURNMENT



CITY COMMISSIONERS

DANIEL J. KAMAN, President
JOHN F. HAMILTON, Vice President
PERVIS D. BROWN, JR.
JULIE A. FARRAR
BRETT L. FUQUA, SR.
KIMBERLY A. NUESSE
DAVID L. WADDINGTON

DONALD C. ICSMAN, Law Director/Acting City Manager
KELLY L. KRESSER, Commission Clerk

222 MEIGS STREET
SANDUSKY, OH 44870
Phone: 419.627.5850
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www.ci.sandusky.oh.us

TO: The Honorable Members of the Sandusky City Commission

FROM: 2010 Charter Review Committee Members

DATE: July 14, 2010

SUBJECT: Recommendations from 2010 Charter Review Committee

This memorandum contains the recommendations of the majority of the 2010 Charter Review Committee to the Sandusky City Commission. We wish to express appreciation for the trust and confidence you placed in us by appointing us to this endeavor. We undertook our task with a sense of duty and honor. Every person who served on the committee appreciates the importance of the duties you entrusted to us and we hope it is reflected in the recommendations we are forwarding for your consideration.

We considered every article of the charter individually. You will note that several very important recommendations are not in the form of Charter changes; but instead, recommendations to change the Commission's "Rules of Order". However, instead of trying to implement these important changes by way of a Charter Amendment we decided that they should be incorporated in the "Rules of Order" where they can be modified more quickly to respond effectively to the changing needs of the Commission and City. We want to emphasize that it is our consensus that these recommendations are every bit as important to achieving a more effective Sandusky City government as the Charter changes we are recommending.

The first and most urgent of these recommendations relates to the educational needs of the Commission itself. We spent a significant part of our work focusing on the forms of government available to Ohio cities to govern themselves. We concluded that the Commission/City Manager form is the best for Sandusky. However, in order to realize the benefits this form offers, it is imperative that new commissioners understand (and experienced Commissioners to remember) that their role is to establish policies (as opposed to procedures) and set priorities relating to those policies. It is the role of the City Manager to establish the procedures necessary to implement the Commission's policies and give them the priorities the Commission assigns them. We suggest that the City Commission adopt Rules of Order that provide for periodic training of the Commission to hone their skills at setting effective, efficient policies and priorities while at the same time giving the City Manager the leeway to implement procedures for the most effective and efficient operation of the City and each of its departments.

As a related matter we urge the Commission to seek professional analysis concerning what education, experience and traits our next City Manager should possess to effectively lead the City. While we are experiencing significant fiscal and organizational distress right now, the Commission should make its choice of the next City Manager based on the individual's demonstrated expertise in efficiently and effectively managing community resources and providing leadership in the quest to reinvigorate the community's finances through development and redevelopment of its downtown, its waterfront and the various other opportunities that currently exist or may present themselves. Just as we deliberated in recommending a Charter change to increase Commission compensation, superior quality is a much more important consideration than cost saving when it comes to selecting our leaders.

Our second recommendation relates to the language used to make a motion under Article 13, "Ordinance Enactment". Although this recommendation is procedural in nature and in no way would change the substance of

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the motion, we feel it would solve a lot of misunderstanding by the general public when the motion is to pass an Ordinance under suspension of the rules because it is a routine matter that does not warrant the Commission's time for a Second Reading. We recommend that the motion to approve an Ordinance under suspension of the rules be prefaced or begun with an explanation that the subject matter is a routine request whose enactment is in support of the normal and customary operation of the City.

As mentioned above, we are recommending a Charter change to increase Commission compensation from \$100/week to \$150/week.

The other Charter change we are recommending is to adopt the procedure implemented by many other communities to significantly reduce the costs of City operation by revising Article 15 of the Charter to publish, by title only, ordinances and resolutions within ten (10) days of their final passage.

Draft language for both of these proposed Charter changes is attached.

This communication would not be complete without acknowledging the tremendous benefit we received in the form of advice and counsel from Don Icsman; and the wonderful administrative support from Kelly Kresser.

Richard Brady, Member

James Corso, Member

Wendy Dempsey, Member

Darwitt Garrett, Member

Sharon Johnson, Member

Terri Johnson, Member

Lovey Leavell, Member

Steve Poggiali, Vice Chairman

Wesley Poole, Member

James Recker, Member

Herman Robinson, Member

Dennis Timple, Member

Naomi Twine, Member

Lance C. Warner, Chairman

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF SANDUSKY OF A PROPOSED AMENDMENT TO UPDATE SECTION 6 OF THE CHARTER OF THE CITY OF SANDUSKY IN ORDER TO PROVIDE THAT, COMMENCING JANUARY 1, 2011, THE SALARY OF EACH CITY COMMISSIONER SHALL BE \$150.00 PER WEEK AND THE AMOUNT RECEIVED BY THE PRESIDENT OF THE CITY COMMISSION IN ADDITION TO THAT SALARY SHALL BE \$30.00 PER WEEK; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Charter Review Committee appointed by this City Commission pursuant to Section 87 of the Charter has recommended that Section 6 of the Charter be amended in order to update that Section 6 to provide that the salary of each City Commissioner be increased to \$150.00 per week and the amount received by the President of the City Commission in addition to that salary shall be increased to \$30.00 per week; and

WHEREAS, the salary of each City Commissioner and the amount received in addition to that salary by the President of the City Commission were last approved by the voters at the election on November 2, 1999, and took effect on January 1, 2000, and have not been adjusted since that time; and

WHEREAS, the cost of living has significantly increased since January 1, 2000 and therefore it seems appropriate that the Charter be amended so that the same should be adjusted and set forth as a weekly figure and that such amendment be submitted to the voters of this City for their approval; and

WHEREAS, an emergency exists in that in order to provide for the usual daily operation of a municipal department, it is necessary that this Ordinance be immediately effective so that the Clerk of this City Commission can certify this Ordinance to the election authorities immediately in order for the question to appear on the ballot at the election to be held on November 2, 2010, and by reason thereof, this Ordinance shall take effect forthwith upon its passage, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, NOT LESS THAN TWO-THIRDS (2/3) OF ALL THE MEMBERS THEREOF CONCURRING, THAT:

Section 1. Pursuant to Article XVIII, Section 9 of the Ohio Constitution and Section 82 of the Charter of the City of Sandusky, this City Commission hereby authorizes and directs the submission to the electors of the City of Sandusky at an election to be held at the usual places of voting in said City on November 2, 2010, of the following proposal to amend Section 6 of the Charter of the City of Sandusky, Ohio:

That existing Section 6 of the Charter be amended to read as follows:

“§6 SALARY AND BONDS.

Commencing January 1, 2011, the salary of each City Commissioner shall be \$150.00 per week payable according to the established payroll practices of the City; and each City Commissioner shall give bond in the sum of \$7,500.00 with a bonding company regularly accredited to do business in the State of Ohio as surety thereon, to the approval of the City Treasurer; and the premium of each bond shall be paid by the City. The bonds of the City Commissioners shall be filed with the City Treasurer.

The President shall receive \$30.00 per week in addition to his salary as a City Commissioner during the time he shall serve as President, payable with his salary as a City Commissioner."

Section 2. If the foregoing proposal receives the affirmative vote of a majority of the electors voting thereon, then such amendment shall thereupon take effect and such Section 6, as so amended, shall thereupon be a part of the Charter and existing Section 6, in its present form, of the Charter shall thereupon be repealed.

Section 3. It is the desire of the City Commission that the ballots for said question shall be in substantially the following form:

PROPOSED CHARTER AMENDMENT
A majority affirmative vote is necessary for passage.

Shall Section 6 of the Charter be amended to provide that, commencing January 1, 2011, the salary of each City Commissioner shall be \$150.00 per week and the amount received by the President of the City Commission in addition to that salary shall be \$30.00 per week?

	YES
	NO

Section 4. The Clerk of the City Commission is hereby authorized and directed to forward a certified copy of this ordinance to the Board of Elections of Erie County on or before August 4, 2010.

Section 5. The Board of Elections of Erie County shall cause an appropriate notice to be duly given of the election to be held on November 2, 2010, on the foregoing amendment to the Charter of the City and otherwise to provide for such election in the manner provided by the general laws of the State of Ohio.

Section 6. The Clerk of this City Commission is hereby authorized and directed to mail a copy of the proposed Charter amendment to each elector at least thirty days prior to the election to be held on November 2, 2010, as provided in Section 82 of the Charter, in Article XVIII, Section 9 of the Constitution of the State of Ohio, and in Section 731.211 of the Ohio Revised Code.

Section 7. There is hereby appropriated from the General Fund a sufficient sum of money to pay expenses related to aforesaid election.

Section 8. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 9. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 26, 2010

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF SANDUSKY OF A PROPOSED AMENDMENT TO UPDATE SECTION 15 OF THE CHARTER OF THE CITY OF SANDUSKY BY REVISING THE FIRST PARAGRAPH THEREOF TO REQUIRE, WITHIN TEN (10) DAYS OF FINAL PASSAGE, THAT EVERY ORDINANCE OR RESOLUTION OF A GENERAL OR PERMANENT NATURE BE PUBLISHED ONCE BY TITLE ONLY AND THAT EVERY ORDINANCE OR RESOLUTION BE MADE AVAILABLE IN LENGTH TO THE PUBLIC AT VARIOUS LOCATIONS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Charter Review Committee appointed by this City Commission pursuant to Section 87 of the Charter has recommended that Section 15 of the Charter be amended in order to update that Section 15 by revising the first paragraph thereof to require, within ten (10) days of final passage, that ordinances and resolutions of a general or permanent nature be published once by title only, rather than in full, and that every ordinance and resolution be made available in length to the public at various locations, thereby reducing City expenses while also improving public access thereto by making the same available not only at City offices but also at the public library and on the City's website, and deleting the rest of the paragraphs in Section 15 since, with the passage of time, such paragraphs are outdated, unnecessary and redundant with, or no longer in harmony with, State law; and

WHEREAS, an emergency exists in that in order to provide for the usual daily operation of a municipal department, it is necessary that this Ordinance be immediately effective so that the Clerk of this City Commission can certify this Ordinance to the election authorities immediately in order for the question to appear on the ballot at the election to be held on November 2, 2010, and by reason thereof, this Ordinance shall take effect forthwith upon its passage, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, NOT LESS THAN TWO-THIRDS (2/3) OF ALL THE MEMBERS THEREOF CONCURRING, THAT:

Section 1. Pursuant to Article XVIII, Section 9 of the Ohio Constitution and Section 82 of the Charter of the City of Sandusky, this City Commission hereby authorizes and directs the submission to the electors of the City of Sandusky at an election to be held at the usual places of voting in said City on November 2, 2010, of the following proposal to amend Section 15 of the Charter of the City of Sandusky, Ohio:

That existing Section 15 of the Charter be amended to read as follows:

“§15 RECORD AND PUBLICATION.

Every ordinance or resolution upon its final passage shall be recorded in a book kept for that purpose, and shall be authenticated by the signature of the presiding officer and the Clerk of the City Commission. Every ordinance or resolution of a general or permanent nature shall be published once by title only within ten (10) days of final passage in the manner provided in Section 16 of this Charter. Every ordinance or resolution shall be made available in length to the public with ten (10) days of final passage in the office of the Clerk of the City Commission, in the office of the City Manager, and by posting in the City Building, in the Sandusky Public Library, and on the City's website.”

Section 2. If the foregoing proposal receives the affirmative vote of a majority of the electors voting thereon, then such amendment shall thereupon take effect and such Section 15, as so amended, shall thereupon be a part of the Charter and existing Section 15, in its present form, of the Charter shall thereupon be repealed.

Section 3. It is the desire of the City Commission that the ballots for said question shall be in substantially the following form:

PROPOSED CHARTER AMENDMENT
A majority affirmative vote is necessary for passage.

Shall Section 15 of the Charter be amended to update that Section 15 by revising the first paragraph thereof to require, within ten (10) days of final passage, that every Ordinance and Resolution of a general or permanent nature be published once by title only and that every Ordinance or Resolution be made available in length to the public at various locations, and by deleting the rest of the paragraphs in that Section 15?

	YES
	NO

Section 4. The Clerk of the City Commission is hereby authorized and directed to forward a certified copy of this Ordinance to the Board of Elections of Erie County on or before August 4, 2010.

Section 5. The Board of Elections of Erie County shall cause an appropriate notice to be duly given of the election to be held on November 2, 2010, on the foregoing amendment to the Charter of the City and otherwise to provide for such election in the manner provided by the general laws of the State of Ohio.

Section 6. The Clerk of this City Commission is hereby authorized and directed to mail a copy of the proposed Charter amendment to each elector at least thirty days prior to the election to be held on November 2, 2010, as provided in Section 82 of the Charter, in Article XVIII, Section 9 of the Constitution of the State of Ohio, and in Section 731.211 of the Ohio Revised Code.

Section 7. There is hereby appropriated from the General Fund a sufficient sum of money to pay expenses related to aforesaid election.

Section 8. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were

taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 9. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 26, 2010

To: Donald C. Icsman, Acting City Manager
From: Kathryn K. McKillips, Engineer
Date: July 13, 2010
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Authorization to pay Erie County for sewer metering with ADS Environmental Services in the amount of \$86,750.00.

The City of Sandusky and Erie County entered into a Sewer Services Agreement on January 22, 2007. In the agreement, Section 3.5 states that the City and County shall share the cost of sewer metering equally. Accordingly, Erie County has invoiced the City for metering services beginning in February 2007 through May 2010.

Erie County is charged for sewage treatment based on the amount of sewage that flows into the City's sewer system. Therefore, the meters are an important component to the City/County Sewer Services Agreement.

BUDGETARY INFORMATION: \$86,750.00 will be paid with Sewer Funds. Erie County has paid ADS 100% of the cost of the services to date. The City will be reimbursing Erie County for the City's share.

ACTION REQUESTED: Request legislation approving the payment in the amount of \$86,750.00 to Erie County. It is also requested that the legislation to be passed under suspension of the rules in full accordance with section 14 of the City Charter in order to reimburse Erie County for metering services previously performed.

I concur with the recommendation:

Donald C. Icsman
Acting City Manager

cc: Kelly Kresser, Clerk of Commission
Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO THE ERIE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES FOR SEWER METERING SERVICES FOR THE PERIOD OF FEBRUARY 2007 THROUGH MAY 2010; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Section 3.5 of the Sewer Services Agreement between the City of Sandusky and Erie County the cost of sewer metering services will be shared equally by the City and County; and

WHEREAS, the total cost for metering services for the period of February 2007 through May 2010 is \$173, 500.00 which has been paid by Erie County and the City's share of \$86,750.00 (%50) will be reimbursed to Erie County and paid with Sewer Funds; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to reimburse Erie County for the metering services previously performed in a timely manner; and

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

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to the Erie County Department of Environmental Services in an amount **not to exceed** Eighty Six Thousand Seven Hundred Fifty and 00/100 Dollars (\$86,750.00) for the City's share of metering services for the period of February 2007 through May 2010.

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

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

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

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 26, 2010



DEPARTMENT OF PLANNING, ENGINEERING & DEVELOPMENT

KATHRYN K. MCKILLIPS, P.E. DEPUTY DIRECTOR

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933

To: Donald C. Icsman, Acting City Manager
From: Jane E. Cullen, E.I.T.
Date: July 12, 2010
Subject: Commission Agenda Item

Item for Consideration: This communication is requesting the first and final change order for the Mills Street Reconstruction Project in the amount of a deduct for \$112,465.14 to account for actual work performed in the field by the contractor. Attached please find a detailed listing for each of the differing quantities from the plan quantity. Erie Blacktop, Inc. of Sandusky, Ohio was the contractor on this job.

Budgetary Information: The original contract price was \$1,327,547.68. The final contract cost including the deduct change order in the amount \$112,465.14 is \$1,215,082.54. Federal Funds provided through the Erie County Metropolitan Planning Organization (MPO) will fund \$690,691.12 (80% of eligible costs), with the City's Sewer Fund to fund \$237,400.81 and the City's Water Fund to fund \$286,990.61.

Action Requested: It is requested that the first and final change order in the amount of \$112,465.14 for the Mills Street Reconstruction Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so that the project may be closed out.

I concur with this recommendation:

Donald C. Icsman
Acting City Manager

Kathryn K. McKillips, P.E.
Deputy Engineer

cc: Hank S. Solowiej, CPA, Interim Finance Director
Kelly Kresser, City Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK BEING PERFORMED BY ERIE BLACKTOP, INC., OF SANDUSKY, OHIO, FOR THE MILLS STREET RECONSTRUCTION PROJECT AND TO DEDUCT THE CONTRACT AMOUNT BY \$112,465.14 IN RELATION THERETO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized an LPA Federal Project Agreement between the City and the Ohio Department of Transportation for the Mills Street Reconstruction Project by Resolution No. 031-07R, passed on November 13, 2007; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the Mills Street Reconstruction Project by Resolution No. 027-08R passed on September 22, 2008; and

WHEREAS, this City Commission approved the awarding of the contract to Erie Blacktop, Inc. of Sandusky, Ohio, for work being performed for the Mills Street Reconstruction Project by Ordinance No. 08-133, passed on November 24, 2008; and

WHEREAS, this First & Final Change Order reflects the actual work performed in the field by the contractor and the differing quantities from the plan quantities; and

WHEREAS, the original contract with Erie Blacktop, Inc. was \$1,327,547.68 and with the deduction of this First & Final Change Order in the amount of \$112,465.14, the final contract cost is \$1,215,082.54, of which \$690,691.12 (80% of eligible costs) is to be funded by the Erie County Metropolitan Planning Organization through ODOT, \$237,400.81 will be paid with Sewer Funds and the remaining \$286,990.61 will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for this completed project to be closed out; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the Mills Street Reconstruction Project and to deduct from the contract amount the sum of One Hundred Twelve Thousand Four Hundred Sixty Five and 14/100 Dollars (\$112,465.14) resulting in the final contract cost of One Million Two Hundred Fifteen Thousand Eight Two and 54/100 Dollars (\$1,215,082.54) with Erie Blacktop, Inc., of Sandusky, Ohio.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 26, 2010



DEPARTMENT OF PLANNING, ENGINEERING & DEVELOPMENT

KATHRYN MCKILLIPS, P.E.

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
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kmckillips@ci.sandusky.oh.us

To: Donald C. Icsman, Acting City Manager
From: Kathryn K. McKillips, Engineer
Date: July 13, 2010
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Agreement for Professional Services with Jones & Henry Engineers, Ltd. for the Water and Wastewater Rate Study.

An internal rate study was performed in 2000 by City Staff in preparation of the capital improvements performed and currently in progress. In 1998, an outside firm performed water and wastewater rate studies that updated connection and user fees as well as rates. It is now time that the rates and fees are reviewed.

An RFQ was prepared in 2008 in anticipation of selecting an engineering firm to perform the rate studies; however, discussions with the former City Manager resulted in the studies to be performed in house by the Finance Director and myself. Therefore, the RFQ was not issued.

The RFQ could be resurrected, but there is reason to move forward with Jones & Henry for both water and sewer utility rate study.

1. Jones & Henry (J&H) was selected and performed the Water rate Study for the City/County Agreement. In the process of completing the report, J&H reviewed all expenses and revenues necessary to recommend a rate for the City/County Agreement. Additional work to review the Water Ordinance 939 and recommend revisions would be needed.
2. J&H compiled the financial information for the OWDA Loan for the Wastewater treatment Plant Expansion Project Phase II. While putting together the loan application, J&H had to review the revenues and expenses in order to provide projections that meet OWDA's requirements. The City had to show that we have the ability to repay the loan over time.

With J&H's unique knowledge of the City's water and sewer fund budgets, the City would benefit both in time and money by having them perform the rate studies. J&H already knows how our funds are set up, what drives revenues, and is very familiar with the agreements with the County for both the water and sewer utilities.

BUDGETARY INFORMATION: The cost for the work to be performed by Jones & Henry Engineers is \$36,360.00 with \$16,680.00 to be paid with Water Funds and \$19,680.00 with Sewer Funds.

ACTION REQUESTED: It is recommended an Agreement for Professional Services with Jones & Henry Engineers, Ltd., be executed and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to complete the studies in a timely manner so that any changes in fees can be made to increase revenue if necessary.

I concur with this recommendation:

Donald C. Icsman
Acting City Manager

cc: Hank Solowiej, Finance Director
Kelly Kresser, Clerk of the City Commission

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH JONES & HENRY ENGINEERS, LTD. FOR A WATER AND WASTEWATER RATE STUDY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 1998 an outside firm performed water and wastewater rate studies that updated connection and user fees as well as rates and it is now recommended the rates and fees be reviewed again; and

WHEREAS, the proposed services to be provided by Jones & Henry for the Water and Wastewater Rate Study include Customer Base, Expense Breakdown, Revenue Projections, Rate Determination, Balance Reports and Ordinance Review; and

WHEREAS, Jones & Henry Engineers, Ltd. will be providing professional services exempt from the requirement of competitive bidding as they have developed the necessary knowledge, professional expertise and technical ability necessary to complete the required tasks as they have provided services for the City's Wastewater Treatment Plant Expansion Project which included reviewing the City's revenues and expenses and in addition performed the Water Rate Study for the City / County Agreement and is very familiar with the City's agreements for both the water and sewer utilities, resulting in a knowledge and understanding of the project providing a benefit to the City; and

WHEREAS, the total cost of the professional services is \$36,360.00 and \$16,680.00 will be paid with Water Funds and \$19,680.00 will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to complete the study in a timely manner and subsequently make any necessary fees changes which could possibly increase revenue; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Jones & Henry Engineers, Ltd. for Professional Design Services for a Water and Wastewater Rate Study substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, at an amount not to exceed Thirty Six Thousand Three Hundred Sixty and 00/100 Dollars (\$36,360.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such

portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 26, 2010

To: Donald C. Icsman, Acting City Manager
From: Kathryn K. McKillips, P.E., Engineer
Date: July 15, 2010
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation repealing Resolution No. 018-09R and authorizing the re-bidding for the Big Island Waterworks Chemical Improvement Project.

Fifteen bids were received for five contracts and opened on October 15, 2009. The total construction cost using the lowest bids received exceeded the Engineer's Estimate by more than 10%. In accordance with Section 41 of the City Charter, "In no instance shall contracts be let either as a whole or in aggregate if bids for parts of the work are taken, which exceed the estimate of costs by more than 10%"; therefore, these bids were rejected. The original Engineer's Estimate for the construction contract was \$5,920,000.00. The Construction Cost for the five contracts based on bids totaled \$6,736,691.00 which exceeded the Engineer's estimate by more than 10% (\$224,691.00). See the attached Bid Tabulation for bid breakdown.

At the time of the bid opening, the regional Water Rate Study continued to be a topic of discussions among the City and County officials. Postponement of the project may provide some relief in the final rate. However, before a final decision was made on the timing of the Chemical Improvement Project, the City received a letter from the Ohio EPA based on a routine inspection of the facility that recommended improvements. The Ohio EPA was already aware of the planned improvements mentioned in the letter since they approved the plans in order to move forward. The EPA letter spurred new life into the project which further justified the need for these chemical process improvements. The Project Scope was reviewed by the Engineering Consultant, MWH, and City Staff to see if portions of the project could be performed in-house or at a later date to bring the cost of the project within the original budget. The essential tasks that address Staff and EPA's concerns as it relates to water treatment remain in the project scope. The revised Engineer's Estimate is \$5,805,000.00.

Below is the original list of tasks included in the original project scope. The tasks removed to accommodate the project budget are stricken from the list.

- Chemical System
 - Sodium Hypochlorite
 - Sodium Permanganate
 - Alum System
 - Caustic
 - Hydrofluoric Acid
 - New Chemical Building and appurtenances
- ~~○ Lagoon Effluent Pumping System~~
 - ~~▪ Connect settling ponds to sanitary sewer~~
- Pre-Sedimentation Tank Improvements

- Cleaning of tanks
- New Coating system
- Rehabilitate troughs, rake arms, walls, floors, drives
- ~~Access Roadway and Parking~~
 - ~~Access road around filter building~~
 - ~~New parking area by Pre-sedimentation Building~~
- ~~Sluice Gate Replacement~~
- ~~Security~~
 - ~~New fencing east side of filter building~~
 - ~~Cages around clearwell overflows~~

The lagoon effluent pumping system will be re-evaluated and determined if work in-house can be performed. Paving beyond what is necessary for the new building will be postponed and performed at a later date through a separate contract or by in-house staff. The sluice gates will be replaced as time allows or as needed. Security measures will be implemented as time allows.

BUGETARY INFORMATION: The total project cost including engineering, inspection, advertising, and miscellaneous costs is \$ 7,307,350.00. The City will apply for an Ohio Water Development Authority loan, to be paid back with Water Funds.

ACTION REQUESTED: It is requested that a Resolution of Necessity be approved for the Big Island Waterworks Chemical Improvement Project and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to re-bid the project and award a contract in time to be able to begin work during the low demand season (winter). The pre-sedimentation basins can only be taken offline during the winter months, so getting the upcoming winter season included in the timeline is critical.

I concur with this recommendation:

Donald C. Icsman
Acting City Manager

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Senior Accountant/Auditor

RESOLUTION NO. _____

A RESOLUTION REPEALING RESOLUTION NO. 018-09R AND DECLARING THE NECESSITY FOR THE CITY OF SANDUSKY, OHIO, TO PROCEED WITH THE PROPOSED BIG ISLAND WATER WORKS (BIWW) CHEMICAL IMPROVEMENT PROJECT; APPROVING THE REVISED SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the City Manager to enter into an agreement with MWH Americas, Inc., for Professional Design Services for the Big Island Water Works (BIWW) Chemical Improvement Project by Ordinance No. 07-044, passed on July 23, 2007, and subsequently authorized the City Manager to enter into an Amendment to the Agreement to perform the final design, based upon the preliminary design and a recommendation to proceed with the chemical processes, by Ordinance No. 08-075, passed on August 25, 2008; and

WHEREAS, this City Commission authorized the execution of a Second Amendment to the Agreement for the addition of three new tasks, reallocating funds from the Alternative Energy Design, by the passage of Ordinance No. 09-043, passed on May 26, 2009; and

WHEREAS, this City Commission authorized the execution of an agreement with MWH Americas, Inc., for additional engineering services to perform bidding, construction administration, resident project representation and project closeout services by Ordinance No. 09-066, passed on August 10, 2009; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the Big Island Water Works (BIWW) Chemical Improvement Project which involved six (6) tasks (Chemical System, Lagoon Effluent Pumping System, Pre-Sedimentation Tank Improvements, Access Roadway and Parking, Sluice Gate Replacement and Security) by Resolution No. 018-09R, passed on August 10, 2009; and

WHEREAS, the six tasks were listed separately on the bid form which allowed the City to make a determination to move forward with the complete project (all six tasks) or selected tasks of the project based on the bid prices; and

WHEREAS, subsequent to advertisement according to law fifteen (15) bids were opened on October 15, 2009, and the total construction cost using the lowest bids received exceeded the Engineer's original estimate of cost by more than 10% and pursuant to §41 of the City Charter no contract can be awarded and bids were rejected which necessitates the rebid of the Big Island Water Works (BIWW) Chemical Improvement Project; and

WHEREAS, the Project Scope was reviewed by the Engineering Consultant, MWH and City Staff to evaluate whether portions of the project could be performed in-house or at a later time to bring the cost of the project within the original budget and the Project Scope was revised to includes the essential tasks that addressed Staff and EPA's concerns as it relates to water treatment and the revised proposed project includes the following two tasks:

- Chemical System
 - Sodium Hypochlorite
 - Sodium Permanganate
 - Alum System
 - Caustic
 - Hydrofluoric Acid
 - New Chemical Building and appurtenances
- Pre-Sedimentation Tank Improvements
 - Cleaning of tanks

- New Coating system
- Rehabilitate troughs, rake arms, walls, floors, drives

; and

WHEREAS, the original estimate for the construction contract was \$5,920,000.00 and the revised estimate is \$5,805,000.00; and

WHEREAS, the total revised estimated cost for this project including engineering, inspection, advertising and miscellaneous expenses is \$7,307,350.00, which the City will be applying for an Ohio Water Development Authority (OWDA) loan that will be paid back with Water Funds; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to rebid the project and award a contract and allow the contractor to begin work during the low demand winter season which is critical to the timeline of this project; and

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

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

Section 1. That this City Commission hereby repeals Resolution No. 018-09R, passed on August 10, 2009.

Section 2. The revised specifications and estimates of cost as prepared by the City's Deputy Engineer and submitted to this City Commission, and which are now on file with the Clerk of the City Commission, and the office of the City's Deputy Engineer, for the proposed Big Island Water Works (BIWW) Chemical Improvement Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the Big Island Water Works (BIWW) Chemical Improvement Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the Big Island Water Works (BIWW) Chemical Improvement Project as required by law.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such

portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 26, 2010

TO: Donald C. Icsman
Acting City Manager

FROM: Carrie R. Handy
Chief Planner

DATE: July 15, 2010

SUBJECT: Commission Agenda Item for the July 26, 2010 City Commission Meeting

Item for Consideration:

Approval of payment to Transportation Equipment Sales Corporation (TESCO) of Oregon, Ohio in the amount of \$428,368.00 for the purchase of eight (8) light transit vehicles for the Sandusky Transit System.

Background Information:

In 2009, the City of Sandusky received transit capital funding under the American Recovery and Reinvestment Act (ARRA) to purchase eight (8) light transit vehicles, four (4) converted vans, a fueling station, bus shelters, radio and computer equipment. The Commission authorized the City's participation in the Ohio Department of Transportation's Cooperative Purchasing Program in November of 2009 which allowed twelve (12) vehicles to be purchased through the State of Ohio Department of Transportation term contracts. The vehicles were then ordered and the first eight (8) were delivered at the end of June by TESCO. The invoice was received from TESCO on July 12, 2010 for \$428,368.00.

Budgetary Information:

The total cost of the vehicles will be covered by the City's transit capital ARRA grant. There will be no budgetary impact on the City's general fund. No local match was required for this grant.

Action Requested:

That an Ordinance authorizing the payment of \$428,368.00 to TESCO be approved under suspension of the rules and in accordance with Section 14 of the City in order for payment to be made to TESCO for the vehicles received in June as expediently as possible which will allow the vehicle titles to be released and enable the transit system to begin using the new vehicles.

Submitted by:

Carrie R. Handy, Chief Planner/Transit Administrator

I concur with this recommendation:

Donald C. Icsman, Acting City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO TRANSPORTATION EQUIPMENT SALES CORPORATION (TESCO) OF OREGON, OHIO FOR THE PURCHASE OF EIGHT (8) LIGHT TRANSIT VEHICLES FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2009 the City of Sandusky received transit capital funding under the American Recovery and Reinvestment Act (ARRA) for the purchase of eight (8) light transit vehicles, four (4) converted vans, a fueling station, bus shelters and radio and computer equipment and the eight (8) light transit vehicles were delivered to the City at the end of June 2009; and

WHEREAS, the total cost for the eight (8) light transit vehicles is \$428,368.00 and will be paid with the City's Transit Capital ARRA grant; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for payment to be made to TESCO for the vehicles received in June as expediently as possible which will allow the vehicle titles to be released and enable the transit system to begin using the new vehicles; and

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

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Transportation Equipment Sales Corporation (TESCO) in an amount not to exceed Four Hundred Twenty Eight Thousand Three Hundred Sixty Eight and 00/100 Dollars (\$428,368.00) for the purchase of eight (8) light transit vehicles for the Sandusky Transit System using Transit Capital ARRA grant funds; and

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this

City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 26, 2010

TO: Donald C. Icsman, Acting City Manager

FROM: Carrie R. Handy, Chief Planner
Department of Planning, Engineering and Development

DATE: July 12, 2010

SUBJECT: Trapeze Software Yearly Support Fee

ITEM FOR CONSIDERATION: It is requested that an Ordinance be approved authorizing payment to Trapeze Software for the annual support fee for the period 7/01/2010 through 6/30/2011 in the amount of \$13,250.00.

BACKGROUND INFORMATION: The City purchased Trapeze Software for the Sandusky Transit System program in 2000. This software aids the STS dispatchers in scheduling trips and keeps all of the statistics used for STS reporting for the Federal Transit Administration, ODOT, and the National Transit Database. It also tracks trips for local agencies' clients so that STS personnel can complete monthly agency billings for transportation services provided. The Commission may recall that STS discontinued use of Trapeze for approximately three years (2005-2007) and an ordinance was passed in August of 2007 which renewed the City's contract with Trapeze. This contract contained language obligating the City to pay an annual maintenance fee for the software.

Trapeze Software provides 24-hour-a-day, 7-day-a-week support service for the transit system. They also provide periodic updates to the system. These services are all covered by the yearly maintenance fee.

BUDGETARY INFORMATION: The total cost for the annual support fee is \$13,250.00 and will be paid with funds from the Sandusky Transit System budget. There will be no impact on the City's General Fund.

ACTION REQUESTED: It is requested legislation be approved authorizing payment in the amount of \$13,250.00 to Trapeze Software for the annual support fee for the period 7/1/2010 through 6/30/2011. It is also requested that the legislation be passed under the suspension of the rules in accordance with Section 14 of the City Charter to allow payment to be made as soon as possible.

Carrie R. Handy, Chief Planner

I concur with this recommendation:

Donald C. Icsman
Acting City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO TRAPEZE SOFTWARE GROUP, INC., OF DALLAS, TEXAS FOR THE ANNUAL SOFTWARE SUPPORT AND MAINTENANCE FEE FOR THE PERIOD 7/1/2010 THROUGH 6/30/2011; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City purchased Trapeze software in 2000 that was utilized by the Sandusky Transit System program until it was discontinued in 2005; and

WHEREAS, in 2007, City staff recommended the reinstatement of the Trapeze software and this City Commission approved an amendment to the software license and maintenance agreements with Trapeze for use by the Sandusky Transit System by Ordinance No. 07-473, passed on August 13, 2007, which included an annual software support and maintenance fee; and

WHEREAS, this software assists STS dispatchers in scheduling trips and maintains statistical information used for STS reporting to the Federal Transit Administration, Ohio Department of Transportation and the National Transit Database, along with tracking local agencies' clients which assists STS personnel to complete monthly agency billings for transportation services; and

WHEREAS, Trapeze Software Group provides a 24-hour-a-day, 7-day-a-week support service and periodic system updates as part of the services included in the annual software support and maintenance agreement; and

WHEREAS, the cost for the annual software support and maintenance fee for the period 7/1/2010 through 6/30/2011 is \$13,250.00 and will be paid with funds from the Sandusky Transit System's budget; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow payment to be made to Trapeze Software Group, Inc. as soon as possible as the service period began July 1, 2010; and

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

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Trapeze Software Group, Inc., of Dallas, Texas in an amount not to exceed Thirteen Thousand Two Hundred Fifty and 00/100 Dollars (\$13,250.00) for the annual software support and maintenance fee for the period 7/1/2010 through 6/30/2011.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 26, 2010



**DEPARTMENT OF FINANCE
HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR**

222 Meigs Street
Sandusky, Ohio 44870
Phone (419) 627-5888
Fax (419) 627-5892

TO: City Commission

FROM: Hank S. Solowiej, CPA, Finance Director and
George J. Poulos, AIA, Chief Building Official

DATE: July 14, 2010

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

An ordinance authorizing and ratifying payments to contractors for services rendered and future services for the repairs to homes involved in the City's housing rehabilitation programs during 2004, 2005 and 2006 for calendar year 2010. The City has delegated administrative oversight for this program to the City Building Official, George J. Poulos, AIA.

BUDGETARY INFORMATION:

The City Commission authorized the expenditure of funds not to exceed \$625,000 for the repairs to homes involved in the City's 2004, 2005, and 2006 Housing Rehabilitation Program by Ordinance No. 08-143, passed on December 22, 2008. Another \$425,000 was authorized by Ordinance No. 09-008, passed on February 23, 2009.

An additional \$350,000 is being requested to finish up the completion of the repairs through the process of pre-funding the cost of the repairs using existing balances from State and Federal grant funds. It is anticipated the City of Sandusky General Fund may possibly assume the long term financial responsibility for these repairs as these grant funds will need to be repaid once insurance, criminal investigations and legal matters are resolved.

This authorization does not include amounts, if any, that would need to be returned to the Ohio Department of Development as a result of their audit report of the 2004, 2005, and 2006 grant years.

ACTION REQUESTED:

It is requested that the City Commission approve the necessary legislation under suspension of the rules in accordance with Section 14 of the City Charter in order to ratify payment for services rendered and authorize payment for additional services for the repair to homes involved in the City's 2004, 2005, and 2006 Housing Rehabilitation Programs for calendar year 2010 in a timely manner.

CC: Donald C. Icsman, Interim City Manager/Law Director

ORDINANCE NO. _____

AN ORDINANCE APPROPRIATING FUNDS AND RATIFYING THE PAYMENTS MADE TO VARIOUS CONTRACTORS AND APPROVING PAYMENTS TO BE MADE TO CONTRACTORS FOR ADDITIONAL SERVICES FOR THE REPAIRS TO HOMES INVOLVED IN THE CITY OF SANDUSKY'S 2004, 2005, AND 2006 HOUSING REHABILITATION PROGRAMS IN CY 2010; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, In November of 2007, the City's Housing Rehabilitation Programs were temporarily suspended and subsequently the City's Department of Development was directed by the State of Ohio Department of Development to immediately repair the life and safety items identified by the State in the City's 2004, 2005 and 2006 Housing Rehabilitation Programs as emergencies; and

WHEREAS, this City Commission authorized the expenditure of funds in the amount of \$163,933.00 for the repairs to homes involved in the City's 2004, 2005, and 2006 Housing Rehabilitation Programs for the CY 2008, for an estimated aggregate expenditure not to exceed \$625,000.00 for the repairs in CY 2008 by Ordinance No. 08-143 passed on December 22, 2008, and authorized the expenditure of funds for additional services in the amount of \$425,000.00 for the repairs in CY 2009 by Ordinance No. 09-008, passed on February 23, 2009; and

WHEREAS, it is requested that an additional \$350,000.00 be appropriated to finish up the completion of the repairs to the CDBG homes through the process of pre-funding the costs of the repairs utilizing existing balances from State and Federal grant funds conditioned upon the understanding that the grant funds will ultimately need to be repaid at the conclusion of this matter for the required repairs in CY 2010; and

WHEREAS, this legislation should be passed under suspension of the rules as an emergency measure in accordance with Section 14 of the City Charter in order to ratify payment for services rendered and authorize payment for additional services for the repair to homes involved in the City's 2004, 2005, and 2006 Housing Rehabilitation Programs for the CY 2010 in a timely manner; and

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

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

Section 1. This City Commission approves and ratifies the payments made to contractors for services provided and authorizes and directs the City Manager and/or Finance to appropriate funds for additional services in an amount not to exceed Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) to make timely payment for the repairs to homes involved in the City's 2004, 2005, and 2006 Housing Rehabilitation Programs for the CY 2010.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 26, 2010

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

2465624		STCK
PERMIT NUMBER		TYPE
ISSUE DATE		
01 19 2010		
FILING DATE		
D5		
PERMIT CLASSES		
22	077	B F03276
TAX DISTRICT		RECEIPT NO.

EL PINO LTD
DBA CASA FIESTA MEXICAN RESTAURANT
1007 W PERKINS AV & PATIO
SANDUSKY OHIO 44870



FROM 06/29/2010

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT		RECEIPT NO.



MAILED 06/29/2010

RESPONSES MUST BE POSTMARKED NO LATER THAN. 07/30/2010

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B STCK 2465624

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF SANDUSKY MUNICIPAL COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

FOR OFFICE USE ONLY	
NEW	TRANSFER
PERMIT #	2468624

OHIO DEPARTMENT OF COMMERCE - DIVISION OF LIQUOR CONTROL
 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005
 Telephone: (614) 644-2431 - http://www.com.ohio.gov/liqr

LIMITED LIABILITY COMPANY DISCLOSURE FORM

(This form must accompany all applications of an LLC business entity)

SECTION A.

Name of Limited Liability Company EL PINO, LTD.	DBA Name CASA FIESTA MEXICAN RESTAURANT	
Permit Premises Address 1007 W. PERKINS AVE. & PATION	City, State SANDUSKY, OH 44870	Zip Code 44870
Township, if in Unincorporated Area	Tax Identification No. (TIN) 05-0577068	

Limited Liability Company ("LLC") - Chapter 1705 Ohio Revised Code. Indicate below the managing members, LLC Officers, and all persons with a 5% or greater membership or voting interest, and attach a copy of the Articles of Organization filed with the Ohio Secretary of State.

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

SECTION B. List the top five (5) officers of the captioned business. If an office is NOT held, please indicate by writing NONE.

EACH OFFICER LISTED BELOW MUST HAVE A BACKGROUND CHECK PERFORMED BY BCI&I AND SUBMIT A PERSONAL HISTORY BACKGROUND FORM. PLEASE READ "BACKGROUND CHECK INFORMATION" DLC4191.

NAME OF OFFICER	SOCIAL SECURITY NUMBER	DATE OF BIRTH
1) CEO		
2) President GUSTAVO ENRIQUEZ		05 10 68
3) Vice-President		
4) Secretary		
5) Treasurer		

SECTION C. List the managing members and all persons with a 5% or greater membership or voting interest in the LLC.

THE INDIVIDUALS LISTED BELOW MUST HAVE A BACKGROUND CHECK PERFORMED BY BCI&I AND SUBMIT A PERSONAL HISTORY BACKGROUND FORM. PLEASE READ "BACKGROUND CHECK INFORMATION" DLC4191.

1) Name GUSTAVO ENRIQUEZ	Social Security No. (if individual)	<input checked="" type="checkbox"/> Managing Member <input type="checkbox"/> 5% or greater voting interest <input type="checkbox"/> 5% or greater membership interest
Residence Address 31 WESTWIND DR	Tax Identification No. (if applicable)	
City and State NORWALK, OH	Zip Code 44857	
Telephone No. 419 660-9528	Date of Birth 05-10-68	
2) Name	Social Security No. (if individual)	<input type="checkbox"/> Managing Member <input type="checkbox"/> 5% or greater voting interest <input type="checkbox"/> 5% or greater membership interest
Residence Address	Tax Identification No. (if applicable)	
City and State	Zip Code	
Telephone No.	Date of Birth	

(PLEASE SEE REVERSE SIDE SHOULD YOU NEED ADDITIONAL SPACE)

STATE OF OHIO, _____ COUNTY ss,

I, GUSTAVO ENRIQUEZ being first duly sworn, according to law, deposes and says that he/she is (Title) PRESIDENT

of the EL PINO, LTD., a business duly authorized by law to do business in the State of Ohio, and that the statements made in the foregoing affidavit are true.

(Signature) [Signature] (Print Name and Title) GUSTAVO ENRIQUEZ, MEMBER

Sworn to and subscribed in my presence this 22nd day of JUNE, 2010

[Signature]
 (Notary Public)
 ADRIAN BROUSSIER
 Notary Public, State of Ohio
 My Commission Expires 12/31/2010
 Commission 14780 080

From: Carrie Handy
To: Kelly Kresser
Date: 7/9/2010 9:46 AM
Subject: Re: Stock Transfer

Kelly -

The Division of Planning has no objections to this stock transfer request. This property is zoned appropriately for a restaurant and there have been no zoning violations associated with it.

Carrie

>>> Kelly Kresser 6/30/2010 2:42 PM >>>

Attached is a stock transfer request for a D5 permit for EL Pino Ltd., doing business as Casa Fiesta Mexican Restaurant.

Please provide comments from your department so that this can be voted upon by the City Commission.

From: Charlie Sams
To: Kelly Kresser
Date: 7/1/2010 7:54 AM
Subject: Re: Stock Transfer

No objections.

Assistant Chief Charlie Sams
Sandusky Police Department
222 Meigs Street
Sandusky, Ohio 44870
(419)627-5870 - direct
(419)627-5862 - fax
csams@ci.sandusky.oh.us

>>> Kelly Kresser 6/30/2010 2:42 PM >>>

Attached is a stock transfer request for a D5 permit for EL Pino Ltd., doing business as Casa Fiesta Mexican Restaurant.

Please provide comments from your department so that this can be voted upon by the City Commission.

From: Rudolfo Ruiz
To: Kresser, Kelly
Date: 7/1/2010 10:05 AM
Subject: Re: Stock Transfer

April 4, 2010

Clerk of Sandusky Municipal Council
222 Meigs Street
Sandusky, Ohio 44870

RE: B STCK 2465624

After reviewing the Fire inspection file on Casa Fiesta 1007 Perkins Ave. transaction number: B STCK 2465624 the Sandusky Fire Department Fire Prevention Bureau has no official objection for renewal to maintain permit privileges, nor requests a hearing.

According to the inspection file there are no unfavorable enforcement records or disregard to laws, regulations or local ordinances.

Sincerely,

Rudy Ruiz, Fire Marshal
Sandusky Fire Department
419-627-5821 office
419-557-1145 cell

The United States Fire Administration recommends everyone should have a comprehensive fire protection plan that includes smoke alarms, residential sprinklers, and practicing a home fire escape plan.

>>> Kelly Kresser 6/30/2010 2:42 PM >>>

Attached is a stock transfer request for a D5 permit for EL Pino Ltd., doing business as Casa Fiesta Mexican Restaurant.

Please provide comments from your department so that this can be voted upon by the City Commission.

ORDINANCE NO. _____

AN ORDINANCE RATIFYING, ACCEPTING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SANDUSKY, AN OHIO CHARTER MUNICIPAL CORPORATION, AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL #1519, THE COLLECTIVE BARGAINING UNIT FOR CERTAIN EMPLOYEES OF THE CITY OF SANDUSKY, FOR THE PERIOD JANUARY 1, 2010, THROUGH DECEMBER 31, 2012, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the most recent collective bargaining agreement between the City of Sandusky, Ohio, an Ohio Charter Municipal Corporation, and the American Federation of State, County and Municipal Employees Local #1519, the collective bargaining unit for certain employees of the City of Sandusky, expired on December 31, 2009; and

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

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

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

WHEREAS this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the new agreement to be ratified, accepted and approved immediately as the predecessor agreement expired on December 31, 2009; and

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

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

Section 1. The agreement between the City of Sandusky, Ohio, and the American Federation of State, County and Municipal Employees Local #1519, by its terms effective from January 1, 2010, through December 31, 2012, substantially in the same form as reflected in Exhibit "A" which is specifically incorporated as if fully rewritten herein is ratified, accepted and approved by this City Commission together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose of this Ordinance as set forth in the preambles hereto.

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

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

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

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

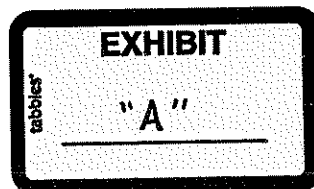
DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 26, 2010

AGREEMENT BETWEEN
CITY OF SANDUSKY, OHIO
AND
THE SANDUSKY CITY EMPLOYEES LOCAL 1519
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AND
AFL-CIO AND AFSCME COUNCIL 8

EFFECTIVE
JANUARY 1, 2007 2010 THROUGH DECEMBER 31, 2009
2012



ARTICLE 1

PURPOSE

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

- 1.1 To achieve and maintain a satisfactory and stabilized employer/employee relationship and to promote improved work performance.
- 1.2 To provide for the peaceful and equitable adjustment of differences which may arise.
- 1.3 To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.
- 1.4 To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment.
- 1.5 To ensure the right of every employee to fair and impartial treatment.
- 1.6 To provide an opportunity for the Union and the Employer to negotiate as to wages, hours, terms and other conditions of employment. This Agreement pertains to the employees within the bargaining unit defined hereunder.

ARTICLE 2

UNION RECOGNITION

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

Accounting Clerk I	Maintenance III
Accounting Clerk II	Maintenance Construction
Accounts Payable Clerk	Chief Foreman
	Chief Operator
Building Inspector	Foreman
Cemetery Clerk	Registered Surveyor
Cemetery Manager/Foreman	
Maintenance I	
Chief Construction Inspector	Laboratory Technician I
Clerk I	Senior Clerk I
Construction Inspector II	Construction Inspector I

Custodial	Senior Clerk II
Dispatcher	Asst. Maintenance Electrician
Electrical Inspector	Inflow & Infiltration Inspector
Engineering Aide	Operator II
Engineering Technician I	Plant Maintenance
Engineering Technician II	Asst. Plant Operator
Engineering Technician III	Utility Operator I
Mechanic Foreman	Code Compliance Officer
Nuisance Control Officer	Senior Accounting Clerk I
Operator I	Permit Compliance Officer
Plumbing Inspector	
Secretary I	Maintenance II
Senior Accounting Clerk II	Mechanic
Utility Operator II	Laboratory Technician II
Water Integrity Specialist	Water Distribution Foreman
	Maintenance Electrician
	Facilities Maintenance Foreman

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

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

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

2.5 "Part-time employee" shall be defined as an employee hired to work less than ~~forty (40)~~ **thirty (32)** hours per week for an indefinite period of time. The Employer will provide written notification to the union listing the number of all Part-time positions, appropriate job descriptions and the duration of these assignments. Part-time field employees (~~excluding office work~~) shall not exceed 15% of the union's field employees. ~~Field employees shall be defined as functions other than that of a clerical and/or administrative support nature.~~

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

2.7 "Seasonal employee" shall be defined as an employee hired to perform work of a seasonal nature, e.g., grounds crew, lifeguard, etc., and he/she shall have no permanent status. The Employer will provide written notification to the Union listing the number of all seasonal positions, appropriate job descriptions, and the duration of these assignments. Any individual who is hired by the Employer to a seasonal City position shall only be permitted to work nine

months during any twelve-month period. At the completion of the nine-month period, the seasonal employee shall be released from his/her employment with the City. The seasonal employee shall not be eligible to be rehired by any City department until at least a three-month period has expired since their release from City service.

2.8 Probationary employee shall be defined as an employee serving an original probationary period of seven hundred twenty (720) working hours. Employees working in the Dispatch classification shall serve a probationary period of one thousand four hundred forty (1440) working hours, however the union shall represent the employee after seven hundred twenty (720) working hours for all purposes other than discipline. The probationary period for employees working in the Dispatch classification may be extended for up to an additional one thousand four hundred forty (1440) working hours upon the mutual consent of the City and the Union. The Employer may remove a newly hired employee during the probationary period and the employee shall have no recourse.

2.9 Emergency, temporary, part-time, and seasonal employees shall not be used to displace regular employees, ~~or to perform work that is not in the Maintenance II job classification.~~ **Emergency, temporary and seasonal employees may only perform work in the maintenance II classification. Part-time employees may perform work in any classification.**

ARTICLE 3

UNION REPRESENTATION

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

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

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

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

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

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

- (1) The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized in Section 3.5(4).
- (2) The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area and the nature of the Union activity.
- (3) The parties agree to comply with the provisions of this Agreement which set forth the terms by which the parties shall meet in order to resolve any dispute or differences; however either party may conclude any such meeting, at which time the employees shall immediately return to work.
- (4) If determined that the Union president or steward is abusing the rules of this Section, they shall be subject to disciplinary action.

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

ARTICLE 4

DUES CHECKOFF/FAIR SHARE FEE

4.1 The City will deduct Union dues from the pay of those employees who individually request, in writing, that such deduction be made. The amount to be deducted shall be certified to the City by the Treasurer of the Union. The City will remit a check to the Treasurer of the Union, together with an itemized statement for the current month after such deductions are made.

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

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

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

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

ARTICLE 5

UNION RIGHTS – THROUGH ADMINISTRATIVE SERVICES

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

Employee Status Reports

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

Any changes in the above shall be provided to the Union via e-mail on a monthly basis.

The Employer will also provide the Union with a revised seniority list every six (6) months.

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

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

ARTICLE 6

NO STRIKE/NO LOCKOUT

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

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

6.3 The services performed by the City employees included herein are essential to the public safety, health and welfare. Therefore, the Union and the City agree that employees may be required to go through picket lines where the continuation of performance of city services is necessary as determined by the Employer. The City agrees to notify representatives of any striking union of the need for city employees to cross such picket lines to perform city services so as not to cause the employee(s) to be considered strikebreakers. The Employer agrees not to

require the crossing of any such picket line if there is an apparent threat of injury or bodily harm; however, the Employer shall not be required to pay any employee(s) if no work is performed or if the employee(s) should fail to report to work.

ARTICLE 7

MANAGEMENT RIGHTS

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

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

ARTICLE 8

PLEDGE AGAINST DISCRIMINATION AND COERCION

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

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

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

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

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

ARTICLE 9

CORRECTIVE ACTION

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

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

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

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

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

9.5 A hearing shall be held by the City Manager or his designee on a date and at a time mutually agreed upon between the City and the Union no more than five (5) work days after the charges have been served on the employee and the Union. In the event the hearing cannot be held because of the authorized absence of the employee from work for any demonstrable reason, then the hearing shall be held within three (3) workdays after the return of the employee. The employee shall have the right to be represented at such hearing by the Union or by anyone the employee chooses. If the employee chooses to be represented by someone other than a Union representative, this election must be in writing and the Union shall have the right to be present during the hearing. The City Manager or his designee shall hear the evidence in support of and in defense of the charges and shall endeavor to ascertain the truth. The City Manager or his designee shall report his findings to the Union and the employee within ~~three (3)~~ **five (5)** workdays. When necessary, the findings of City Manager or his designee will be sent by certified mail or personal delivery.

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

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

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

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

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

ARTICLE 10

GRIEVANCE PROCEDURE

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

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

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

Any step of the grievance procedure may be eliminated and any time limit set

may be extended, in writing, if mutually agreeable to the parties concerned.

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

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

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

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

All written answers must contain the following information:

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

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

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

STEP II. If no satisfactory settlement is reached by Step I within three (3) days after submission, the grievance shall be reduced to writing and submitted to the Department Head in which the grievance occurred. The Department Head shall answer the grievance in writing within three (3) days.

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

have an additional two (2) days from the date of the hearing to respond to the grievance in writing.

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

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

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

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

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

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

STEP V. **ARBITRATION** - Should any grievance remain unsettled after exhausting the aforementioned procedure, the Union shall, if they desire, demand arbitration within five (5) days after failing to settle the grievance as outlined in Step III. The arbitrator shall be appointed by mutual consent of the parties **from the following arbitrators:**

Patricia Bittel
Howard Silver
Rob Stein
William Lewis

The parties shall utilize these arbitrators on a rotating basis.

~~If the parties are unable to agree upon an arbitrator within seven (7) days, they shall jointly petition the United States Federal Mediation and Conciliation Service and request a panel of seven (7) arbitrators, and the parties shall select a single arbitrator from said panel through a process of the Union and the Employer alternately striking one member of each said panel until only one (1) of the members thereof remains. The striking process shall be initiated in the case of the first arbitration after the ratification of this Contract by the Union, and for subsequent Arbitration's during the effective period of the Contract, the right to initiate the striking process shall alternate between the parties. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall not be empowered to rule contrary to, amend, or add to or eliminate any of the provisions of this contract. In the case of a discharge or disciplinary layoff grievance the arbitrator shall have the power to return a grievant to his employee status with or without restoration of back pay, or mitigate the penalty as equity suggests under the facts. Expenses incident to the services of the arbitrator shall be borne equally by the parties.~~

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

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

10.6 In the presentation of a grievance, at any step, the employee may be represented by any person he designates. All grievances must be filed through the Union, ~~and the Union~~ **representatives** shall have the right to be present at any meetings regarding any grievance for the purpose of assuring that any adjudication of a grievance is in compliance with the contract.

ARTICLE 11

LABOR/MANAGEMENT MEETINGS

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

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

- (1) Discuss the administration of this Agreement.
- (2) Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.

- (3) Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- (4) Disseminate general information of interest to the parties.
- (5) Discuss ways to increase productivity and improve efficiency.
- (6) To consider and discuss health and safety matters relating to employees.

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

ARTICLE 12

BULLETIN BOARDS

12.1 Employer agrees to furnish bulletin boards in each location.

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

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

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

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

ARTICLE 13

PROMOTIONS

13.1 When a vacancy occurs or a new job is created, a bid notice shall be posted in the work group in which the vacancy occurred. For purposes of this contract a work group shall be defined as the group of employees who are named on the overtime list which includes the position in question. The bid notice shall contain:

- (1) The job classification title;
- (2) The desired qualifications for the job;
- (3) The rate of pay for the classification;
- (4) The division work unit; and

- (5) A brief description of the duties to be performed.

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

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

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

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

If there is only one qualified bidder he/she shall be awarded the position. If there is more than one bidder who is determined to be qualified for the vacant position the position shall be awarded to the most qualified bidder as determined by the utilization of a combination of the criteria set forth in sections 1 through 6 above. In the event that there are equally qualified bidders for a position, then the position will be awarded to the bidder with the most seniority first within the work group and then within the City.

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

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

procedure.

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

13.5 Within four hundred eighty (480) work hours of bidding into and being assigned another job, the employee may request a return to his or her old job or a supervisor may direct his return. If the return is at the employee's request, the employee may not be considered for another bid for a period of twelve (12) months, unless the employee is the only qualified bidder within the City and has not been the successful bidder on more than 2 positions in the thirty-six (36) month period preceding the date of the bid posting.

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

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

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

13.9 Employees who are otherwise qualified for a position requiring a commercial drivers license and who, at the time they are the successful bidder for the position, do not possess a commercial drivers license, shall not be disqualified from the position on that basis but shall be required to obtain a commercial drivers license within four hundred eighty (480) working hours of commencing the position.

ARTICLE 14

VOLUNTARY DEMOTIONS

14.1 A voluntary demotion is defined as moving from a position in one classification to a position in another classification with lower pay. A voluntary demotion may be requested by an employee through the bid procedure, and shall be treated accordingly. However, any employee receiving a voluntary demotion will be paid at the rate established for the position on which he bid, and may not be considered for another position for period of twelve (12) months from the effective date of the demotion, unless the employee is the only qualified bidder within the City, and has not been the successful bidder on more than two (2) positions in the thirty-six (36) month period preceding the date of the bid posting.

ARTICLE 15

SENIORITY

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

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

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

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

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

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

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

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

15.5 For purposes of seniority, the incumbents in the Building Inspector, Electrical Inspector and Plumbing Inspector shall be considered to have the seniority equal to their total number of years employed by the City of Sandusky.

ARTICLE 16

LAY OFFS AND RECALL PROCEDURES

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

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

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

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

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

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

16.4 Rules on Work Force Reduction:

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

- (2) Seniority for the purpose of implementing reductions in staff is defined by **Article 15 of this agreement** ~~as an employee's total length of continuous service with the City of Sandusky.~~

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

- (3) A permanent employee whose position is being eliminated shall have the option, based on seniority, of either filling any existing funded vacancy within the recognized positions for which he/she is qualified or exercising the bumping privilege enumerated in Procedure 16.45 (2) below.
- (4) Employees shall exercise their bumping rights starting with the most senior employees who shall be allowed to displace any less senior employee, up to a number equal to the number of affected employees within the affected class.
- (5) An employee, who selects not to bump in his classification will have the opportunity to bump the least senior employee in a classification the employee is qualified to perform and is at employee's present salary range or lower.
- (6) An employee will be allowed to be placed in a position which is funded and vacant, but in a higher salary range than his/her present position, if he/she is determined to be qualified.
- (7) An employee bumping into another position shall serve a thirty (30) work day probationary period during which he or she may be removed if they cannot perform the job. In the event of such a probationary removal, the employee shall retain bumping prerogatives as to other positions as guaranteed under this contract.

16.5 Procedures on Work Force Reduction:

- ~~(1) Before the reduction of a permanent employee is implemented within a classification, all temporary and original probationary employees within that classification shall first be terminated.~~
- ~~(2) A permanent employee shall have the right to bump a fellow employee in the same classification within the recognized positions possessing the least amount of seniority.~~

- ~~(3) If the bumping cannot be exercised within the same classification, the employee then shall have the right to bump within the same or lower salary range for a recognized position provided such employee has the ability and qualifications to perform the duties of the selected classifications.~~
- ~~(4) The bumping process shall continue until the employee having the least amount of seniority within the recognized positions has been displaced by a more senior employee.~~
- (5) Permanent employees, with the least amount of seniority, finally scheduled for termination shall have the right to displace any temporary employee within the recognized positions irrespective of said temporary employee's classification, or any seasonal employee working for the City of Sandusky, provided they have the ability and are qualified to perform the duties of the classification.
- (6) During the process the Union shall be entitled to have representation. An employee who disagrees with the determination of qualifications will be allowed to file a grievance.

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

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

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

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

ARTICLE 17

WORK SCHEDULES AND OVERTIME FOR NON 24- HOUR OPERATIONS

17.1 The normal work schedule for full-time employees in the bargaining unit shall be forty (40) hours per week. The workweek shall begin at 12:01 a.m. on Sunday and shall end at 12:00 midnight on Saturday, except for those employees who work on shifts as Police

Dispatchers or as Water Treatment or Wastewater Treatment Plant employees. For those employees the workweek shall begin with the first shift of the first day of the calendar week and shall end with the last shift begun on the last day of that calendar week.

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

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

17.3 Each employee may take one fifteen (15) minute paid rest period during the first half of the work day and one fifteen (15) minute paid rest period during the second half of the work day. An employee who works ten (10) hours or more may take a fifteen (15) minute rest period during each two (2) hours of overtime.

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

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

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

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

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

Saturday-Sunday

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

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

Compensatory time off may be accumulated throughout the calendar year. Employees desiring to have comp time paid out in the last pay period of the year must request the

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

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

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

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

17.7 Overtime may not be pyramided.

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

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

If all employees refuse overtime, and because of an emergency, overtime work is necessary, qualified employees may be assigned overtime. Employees with the least amount of seniority shall be assigned the work and the earned overtime of this work shall not be credited to the employee that worked.

In the event that the Employer has attempted to contact the employee between the hours of 11:00 p.m. and 7:00 a.m. and received no response, the employee shall be charged three (3) hours of overtime, for purposes of equalization, beginning with the second day in any calendar month, on which the employer attempted to contact the employee between the hours of 11:00 p.m. and 7:00 a.m. and received no response.

Employees who are off work on sick or injury leave are not eligible for overtime and will not have the overtime hours charged to their account for failure to report. Once an employee returns from sick leave or injury

leave and has worked a full shift they shall be returned to the overtime list and will be subject to the terms of this Section 17.8.

- (2) The supervisor of the particular work group performing overtime work shall maintain current records which shall be posted on the work group bulletin board.
- (3) Overtime records shall be established by job classifications in the order of the employee's seniority within class within the department work group. Additional information incorporated in overtime records shall include, but not be limited to, the following:
 - a. The employee's starting date in his present job classification with the department;
 - b. Overtime hours worked and dates of such overtime;
 - c. The date and number of overtime hours offered but not worked, and for the purpose of overtime records, this shall be considered overtime worked;
 - d. Accumulated overtime totals to date.
- (4) New employees in the classification shall immediately be credited with the average number of overtime hours already worked by other employees within the particular job classifications. Initial (new hires) shall not be added to the overtime list, and are not eligible for overtime unless all employees of the work group have been offered the overtime first. After ninety (90) work days the new hire shall be credited with the average amount of overtime hours already worked by other employees within the particular job classification.

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

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

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

1. An employee shall not work more than sixteen (16) consecutive hours within a twenty-four (24) hour period unless an emergency/calamity situation, which dictates the employee, remains until a relief worker has reported. Under normal operating conditions an employee may not work more than 16 hours in any twenty-four (24) hour period.
2. The workweek for twelve (12) hour shift employees will commence with the first shift worked on Thursday and end the following Wednesday with the last shift.
3. The normal working day for the twelve (12) hour dayshift employees shall Commence at 7:00 a.m. and end at 7:00 p.m. The normal working day for the twelve (12) hour nightshift employees shall commence at 7:00 p.m. and end the following day at 7:00 a.m. A nightshift employee who reports to work at 7:00 p.m. Monday evening and works the twelve (12) hour shift until Tuesday morning at 7:00 a.m., he/she will have completed a four (4) hour workday for Monday (7:00 p.m.-11:00 p.m.) and an eight (8) hour workday for Tuesday (11 p.m. Monday – 7:00 a.m. Tuesday).
4. For twelve (12) hour dayshift employees working under the 36/44-hour two (2) week Schedule, the incorporated eight (8) hour “short shift” will commence at 3:00 p.m. and end at 11:00 p.m. on Friday. For twelve (12) hour nightshift employees working under the 36/44-hour two (2) week schedule, the eight (8) hour “short shift” will commence at 11:00 p.m. Friday night and end at 7:00 a.m. Saturday morning.
5. With the agreed to alternate work schedule the employee shall be entitled to overtime for hours worked in excess of the agreed to alternate work schedule in any one (1) day or two (2) week pay period, or any current State and/or Federal labor laws, he/she shall be compensated for such time at one and a half (1-1/2) times his/her regular pay.
6. To achieve the two double-time opportunities within each pay period, these two days shall be the Saturday and Sunday on the twelve (12) hour shift employee’s weekend off.
7. Twelve (12) hour shift employees will be entitled to three (3) fifteen (15) minute breaks and one thirty (30) minute paid lunch. For twelve (12) hour shift employees working on the eight hour “short shift”, he/she shall be entitled to two (2) fifteen (15) minute breaks and one (1) thirty (30) minute paid lunch.
8. Twelve (12) hour shift employees will earn time and a half (1-1/2) for twelve (12) regularly scheduled working hours on a City recognized full holiday and time and a half (1-1/2) for six (6) regularly scheduled working hours on a City recognized half-holiday. This premium pay is in addition to the eight hours of holiday pay benefit hours.

ARTICLE 18

CALL BACK PAY

18.1 Employees shall receive a minimum of three (3) hours premium pay for emergency call-back overtime and for call in overtime as defined in Section 18.2. When an employee completes the emergency overtime request in less than three (3) hours and becomes available for another overtime assignment, not within the employee permanent classification, said employee shall be paid the three (3) hours overtime guarantee for the initial overtime, plus any additional hours in the alternate assignment.

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

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

ARTICLE 19

BARGAINING UNIT WORK

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

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

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

ARTICLE 20

WORK OUT OF CLASSIFICATION

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

20.2 An employee who accepts an assignment to a higher classification will be paid at the rate of pay for his/her normal classification. In cases where an employee is required to work in a higher classification for a period in excess of ~~thirty (30)~~ **fifteen (15)** work days then he/she will be compensated with up to an additional Two Dollars (\$2.00) per hour which will be added to the employee's hourly rate. The additional pay shall become effective on the first day of the first payroll after the expiration of the thirty (30) work day period. In no event will the employee's hourly rate exceed the hourly rate that the incumbent was receiving for the position.

ARTICLE 21

SUBCONTRACTING

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

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

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

ARTICLE 22

VACATIONS

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

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

Employees with twenty-five (25) years or more of total service credit with the State of Ohio or any of its political subdivisions and who are at least forty-eight (48) years of age shall receive an additional one (1) week of vacation leave. Years of total service credit shall be defined as service with the City of Sandusky for persons hired on or after January 1, 1990. For persons hired prior to January 1, 1990, years of total service credit shall include all service with the State of Ohio and/or any Ohio political subdivision.

- Up to two (2) weeks of vacation may be taken in pay at the option of the employee. If the employee chooses to sell back the vacation, it must be sold back in increments of one (1) week.

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

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

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

22.5 Total Years of Service shall be defined as service with the City of Sandusky for persons hired on or after January 1, 1990. For persons hired prior to January 1, 1990, Total Years of Service shall include all Ohio governmental service.

ARTICLE 23

HOLIDAYS

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

- (1) New Year's Day (the first day of January)
- (2) Martin Luther King, Jr. Day (the third Monday in January)
- (3) Washington/Lincoln Day (the third Monday in February)
- (4) One half of the day known as Good Friday (Friday preceding Easter)
- (5) Memorial Day (the last Monday in May)
- (6) Independence Day (the fourth day of July)
- (7) Labor Day (the first Monday in September)
- (8) Columbus Day (the second Monday in October)
- (9) Veteran's Day (11th day of November)
- (10) Thanksgiving Day (the fourth Thursday in November)
- (11) Day after Thanksgiving
- (12) Day known as Christmas Eve (the 24th day of December)
- (13) Christmas Day (the 25th day of December)
- (14) One half (1/2) of the day known as New Year's Eve (the 31st day of December)
- (15) Eight (8) hours of floating holiday

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

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

for working on the holiday, unless otherwise modified by mutual agreement of the parties in relation to the 1040/2080 plan set forth in Article 17.10.

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

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

ARTICLE 24

SICK LEAVE

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

Unused sick leave shall be cumulative up to the limits hereinafter set forth. Employees may be required to furnish satisfactory proof including a physician's certificate to the effect that absence resulted from one of the causes enumerated in this section. In any event, if more than two (2) consecutive work days of sick leave is to be used, the employee must provide a doctors notice.

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

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

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

- Employees with less than 1000 hours of accrued but unused sick leave will receive 25% of the accumulated hours.

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

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

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

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

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

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

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

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

- (1) Voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;
- (2) Donates a minimum of eight hours; and
- (3) Retains a sick leave balance of at least **seven hundred (700)** ~~four hundred (400)~~ hours.

(C) The sick leave donation program shall be administered on a pay period by pay period basis. Members using donated sick leave shall **not** be considered in active pay status and shall **not** accrue leave **while receiving donated leave** ~~(except holidays) and be entitled to any benefits to which they would otherwise be entitled.~~ Holidays shall be taken hour for hour as they fall and the member shall not be charged sick leave on that day. ~~Leave accrued by a member while using donated sick leave shall be used, if necessary, in the following pay period~~

~~before additional donated sick leave may be received.~~ Donated sick leave shall not count toward the probationary period of an employee who receives donated sick leave during his or her probationary period. Donated sick leave shall never be converted to a cash benefit.

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

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

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

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

ARTICLE 25

PARENTAL LEAVE

FMLA

25.1 The Union and Employer agree to abide by the terms of the City's FMLA policy, ~~which is attached hereto as Appendix C and which is incorporated herein by reference.~~ **shall be readily available to bargaining unit members at their work site.**

ARTICLE 26

LEAVE OF ABSENCE

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

ARTICLE 27

COURT DUTY

27.1 Any full-time employee of the City, who is required to serve on the jury in any

court of record, shall be paid his regular rate of pay during such periods. The employee shall remit to the City Finance Director whatever sum is paid to the employee as his compensation by the Court for services rendered. Remittance to the Finance Director shall be made by submitting an endorsed voucher from the Court. The City shall reimburse the employee for any mileage, if applicable, that has been paid.

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

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

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

ARTICLE 28

MILITARY LEAVE

28.1 Each employee who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States is entitled to leave of absence from his duties without loss of pay for such time as he is in the military service on field training or active duty of periods not to exceed thirty-one (31) days in any one calendar year.

28.2 Compensation for such leaves of absence shall be calculated on the basis of the difference in money between his regular pay and military pay for such period.

ARTICLE 29

UNION LEAVE

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

29.2 In order to permit attendance as a delegate or as an official representative of Local #1519, AFSCME, to a state or district convention or meeting, or a Union or labor activity, or a meeting of mutual benefit to the Union and the City, the City will grant a Leave of Absence

with pay, to not more than two (2) employees for a period not to exceed two (2) consecutive work days. Additional days may be granted with pay upon the approval of the City Manager.

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

ARTICLE 30

FUNERAL LEAVE

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

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

ARTICLE 31

WAGES

See attached Appendix D

- 31.1 Effective January 1, ~~2007~~ 2010– 3% 0% increase
- 31.2 Effective January 1, ~~2008~~ 2011– 3% 1% increase

31.3 Effective January 1, ~~2009~~ 2012—~~3%~~ 2% increase

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

Employees who work a regular non-emergency shift that commences on or after 2:00 p.m. shall receive a shift premium of \$.10 an hour (afternoons). Employees who work the night shift of a regular non-emergency 12 hour schedule or whose regular non-emergency shift commences on or after 10:00 p.m. shall receive a shift premium of \$.20 per hour (nights). The amount shall be added to the employees hourly wage and paid as part of the biweekly payroll.

ARTICLE 32

EDUCATION BONUS (PREMIUM)

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

~~For 2007-2008-2009:~~

Class I Certification	\$300.00 per year
Class II Certification	\$400.00 per year
Class III Certification	\$500.00 per year

All classifications, which require a State license, which is not granted in progressive steps (i.e. Class I-III), shall be compensated \$100.00. In the event that the Classification requires more than one license that is not granted in progressive steps, the position shall be compensated an additional one hundred dollars (\$100.00) for each licensed secured up to a maximum of three hundred dollars (\$300.00).

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

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

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

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

32.6

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

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

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

D. In the event that an Employee leaves employment with the City, for any reason other than full retirement, within three (3) years of the date of the City's payment for non-mandatory education, training and/or certification, the employee shall be required to reimburse the City for such cost upon the following schedule: If the employee leaves within one (1) year of the date on which the expenditure is paid, the employee shall reimburse the City for 100% of the costs incurred; within two (2) years 75%; within three (3) years 50%. Reimbursable costs shall include tuition and books.

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

ARTICLE 33

LONGEVITY

33.1 Each employee is eligible to receive longevity by payments in accordance with

the following schedule after three (3) years of continuous service:

\$25.00 per year for each year of continuous service from 1 - 6 years.

\$35.00 per year for each year of continuous service from 7 - 12 years.

\$50.00 per year for each year of continuous service from 13 - 18 years.

\$65.00 per year for each year of continuous service 19 years and over.

Longevity payments shall be made in the 21st pay period of each year.

ARTICLE 34

UNIFORMS

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

34.2 It is mandatory that complete uniforms be worn at all times the employee is on duty unless the employer grants permission otherwise. The Department Director can authorize change of uniform, i.e. shorts for summer.

ARTICLE 35

PAYDAY

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

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

ARTICLE 36

HEALTH AND LIFE INSURANCE PLAN

36.1 Effective ~~April 1, 2007~~ **January 1, 2010**, the City will fund a health and life insurance benefit plan as set forth in the attached medical benefit wellness plan summary (see attached Appendix D) for each covered employee. The plan will have a One Thousand Dollars (\$1,000) single deductible and a \$2,000 family deductible for all three years of the contract. Each employee will be given an opportunity to reduce the deductible to as low as \$0.00 by passing wellness tests which are fully set forth in the attached plan summary. The five tests will be given every year in October. For each test that the employee passes their deductible will be reduced by \$200 for single coverage and \$400 for family coverage. If all five tests are passed the deductible in either single or family coverage will be zero.

An employee, who takes the wellness test and fails any component, will have until January 1 of the following year to obtain a passing score at their own expense to be eligible for the deductible credits. The deductible will be set at January 1 of each year for the entire year and there will be no partial credits.

~~For 2007 each participant in the wellness program who takes a Health Screening Assessment will be given a credit equal to the passage of one of the five wellness tests. The credit can be used to offset any failed test, but it can only be used towards one test. The health screening credit will not be available in the second (2nd) and third (3rd) year of the contract even if it is the first (1st) time that the employee has participated in the wellness program.~~

If it is unreasonably difficult due to a medical condition for an employee to achieve the standards for the reward under this program, or if it is medically inadvisable for an employee to attempt to achieve the standards for the rewards under the program, the employee may contact Human Resources and the City will work with the employee to develop another reasonable way to qualify for the award.

All doctor's visits will have a co-pay of Fifteen Dollars (\$15.00) and all prescription drugs will have a co-pay of \$5/\$15/\$25 for generic/brand/formulary. These co-pays will not count towards a deductible.

Effective July 1, 2010, all bargaining unit employees shall be required to pay a premium contribution of \$37 per bi-weekly pay period for family coverage and \$13 per bi-weekly pay period for single coverage.

All employees will be given the option to participate in an alternative health care program if they do not wish to participate in the wellness program. The alternative health plan will have the same co-pay as the wellness plan the particulars of which are more fully set forth in the plan summary attached as an appendix hereto. The alternative plan requires an employee contribution towards the monthly premium. The contribution will be ~~four percent (4%) of the premium in the 2007, six percent (6%) in 2008, and eight percent (8%) in 2010 and thereafter in addition to the premium contribution set forth above. in 2009.~~

Dental and Vision coverage will continue at current levels as more fully described in the attached plan summary.

The plan will continue provide life insurance coverage equal to the employees base salary up to an amount not to exceed Fifty Thousand Dollars (\$50,000.00) per year.

Effective January 1, 2007, in addition to the benefits set forth in the attached exhibit, the City will continue to provide a Flexible Spending 125 Plan.

The Employee Health Benefit Committee will continue to be an advisory committee. The PPO selected by the Committee/City will include at least one local hospital facility.

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

~~36.3 Each employee will be given a credit of Four Hundred Dollars (\$400.00) which may be used to offset the cost of health related items such as fitness equipment, gym membership, smoking cessation program, weight watchers etc. The employee will be reimbursed for these costs by the City upon presentation of a receipt to the City Manager. The maximum total reimbursement to any employee over the life of the contract shall not exceed Four Hundred Dollars (\$400.00) per employee.~~

ARTICLE 37

JOB RELATED DISABILITY LEAVE

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

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

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

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

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

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

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

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

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

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

ARTICLE 38

CALAMITY/EMERGENCY SITUATIONS

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

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

ARTICLE 39

MILEAGE ALLOWANCE

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

ARTICLE 40

SEVERABILITY

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

40.2 If any part of this contract or attachment thereto is held to be invalid or inoperable as described above then only that part of the contract or attachment thereto shall be immediately opened for negotiations between the parties in an attempt to provide substitute language in compliance with Ohio Revised Code, Chapter 4117.

ARTICLE 41

DURATION OF AGREEMENT

41.1 This agreement shall be effective as of January 1, ~~2007~~ **2010**, and shall remain in full force and effect until December 31, ~~2009~~ **2012**, unless otherwise terminated as provided herein.

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

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

ARTICLE 42

SAFETY

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

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

ARTICLE 43

TOOL ALLOWANCE

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

ARTICLE 44

MISCELLANEOUS

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

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

ARTICLE 45

POLICY ON DRUG-FREE WORKPLACE

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

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

ARTICLE 46

COMMERCIAL DRIVER'S LICENSE

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

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

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

ARTICLE 47

MEAL & TRAVEL ALLOWANCE

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

ARTICLE 48

UNION DEDUCTIONS

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

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR AFSCME

DANIEL KAMAN
EX OFFICIO MAYOR

DAVE BLYTH
AFSCME COUNCIL REPRESENTATIVE

DONALD ICSMAN
CITY MANAGER

NEGOTIATION COMMITTEE

HANK SOLOWEIJ
FINANCE DIRECTOR

NEGOTIATION COMMITTEE

NEGOTIATION COMMITTEE

NEGOTIATION COMMITTEE

NEGOTIATION COMMITTEE

NEGOTIATION COMMITTEE

**LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF SANDUSKY
AND THE
AFSCME LOCAL 1519**

In an effort to settle the negotiations with the City of Sandusky and the AFSCME Local 1519 the City of Sandusky hereby agrees to an economic parity, also known as a "we too" clause wherein any other negotiations that are settled with the Fraternal Order of Police/Ohio Labor Council, Inc. and IAFF Local 327 for the City of Sandusky that have an increase in percentage of wages, a lower insurance employee contribution for the same or similar economic issue already addressed at these 2006 negotiations, will result in the AFSCME local 1519 also benefiting from these other bargaining units settlements.

Should the City of Sandusky have to go to fact finding or conciliation, the AFSCME Local 1519 will only benefit as a result of the last best offer or settled agreement, but not as a result of a fact finder award or a conciliator award.

For the Employer: _____ For the Union: _____

Date Submitted: _____

Date Signed: _____

MEMORANDUM OF UNDERSTANDING

The City of Sandusky and the AFSCME Local 1519 Union hereby enter into this memorandum of understanding with regard to the performance of a job audit related to the secretary 1 position in the water (1) and sewer (1) operations. The City hereby agrees that within thirty (30) days, of the ratification of the collective bargaining agreement for the years 2007-2009 the City will undertake a job audit of the aforementioned secretary 1 position. The audit will be performed by an outside third party selected by the mutual agreement of the City and Union. In the event the City and the Union cannot agree the third party job auditor shall be selected by the Sandusky Civil Service Commission. The results of the job audit will be shared with the Union by the City. The City will utilize the job audit information to determine whether the current job classification, description, assignment and salary range for the effected position are appropriate or to make any necessary modifications. The Union reserves the right to file a grievance regarding the issue of retroactivity as it relates to any modification in the salary range for the effected position.

For the AFSCME _____

For the City of Sandusky _____

Union President

City Manager

Date

Date

LETTER OF UNDERSTANDING BETWEEN

**City of Sandusky
And
AFSCME Local 1519**

~~This letter states the intention of both employer and Local 1519 to meet either through the Labor Management committee or Health committee within 30 days after ratification of this agreement to develop policies regarding the appeal process for Wellness testing~~

For the Employer :

For the Union :

Date Signed _____

LETTER OF UNDERSTANDING BETWEEN

**The City of Sandusky
And
AFSCME Local 1519**

The Employer agrees to provide The Union with a minimum of three complete binders with all City policies. The employer will be responsible for providing the Union with any updates to the City policies and the Union will be responsible for including them in the binders.

For the Employer :

For the Union :

Date Signed _____

LETTER OF UNDERSTANDING BETWEEN

**The City of Sandusky
And
AFSCME Local 1519**

The attached Employee Evaluation form will replace the one currently labeled Appendix B in the 2004-2006 contract and will not be included as an appendix to the collective bargaining agreement for 2007-2009. Further changes or modifications to the form will be discussed and developed through a labor management committee.

For the Employer :

For the Union :

Date Signed _____