



REGULAR CITY COUNCIL MEETING

Thursday, October 9, 2025 at 7:00 PM

Access meeting materials and information via the Northwood, Ohio Public Portal:
<https://northwoodoh.portal.civicclerk.com/>

Members of City Council

Randy Kozina, Council President
Dean Edwards
Jim Barton
Louis Fahrbach
Pat Huntermark
Mark Stoner
Michael Melnyk

CALL TO ORDER:

PLEDGE OF ALLEGIANCE: *Mayor Schimmel*

ROLL CALL:

APPROVAL OF MINUTES:

- September 25, 2025 Regular Meeting Minutes

PRESENTATION:

PUBLIC COMMENT:

COMMUNICATIONS:

COUNCIL COMMITTEE REPORTS:

Economic Development ~ *Councilor Jim Barton - Meeting On 10/9 @ 6Pm*

Finance ~ *Councilor Louis Fahrbach*

Recreation Board ~ *Councilor Jim Barton*

Safety ~ *Councilor Mark Stoner*

Tree Commission ~ *Councilor Michael Melnyk*

Service ~ *Councilor Dean Edwards*

Parks, Rec & NCC ~ *Councilor Pat Huntermark*

Committee Of The Whole ~ *Council President Kozina*

CEREMONIAL ITEMS:

NEW RESOLUTION:

PENDING RESOLUTION:

NEW LEGISLATION:

ORDINANCE 2025-40 AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. (SERGEANTS) EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2028; AND DECLARING AN EMERGENCY. *1st Reading.*

ORDINANCE 2025-41 AN ORDINANCE ESTABLISHING A DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIMS PROCESS FOR THE CITY OF NORTHWOOD, AND DECLARING AN EMERGENCY. *1st Reading.*

ORDINANCE 2025-42 AN ORDINANCE ESTABLISHING AND ADOPTING A GENERAL FUND RESERVE POLICY, AND DECLARING AN EMERGENCY. *1st Reading.*

PENDING LEGISLATION:

ORDINANCE 2025-38 AN ORDINANCE AMENDING ORDINANCE 2025-17 PROVIDING FOR THE COMPENSATION OF NON-

UNION PERSONNEL OF THE CITY OF NORTHWOOD; AND DECLARING AN EMERGENCY. *2nd Reading.*

ORDINANCE 2025-39 AN ORDINANCE AMENDING NCO CHAPTER 204.01 (a) TITLED CITY LOGO. *2nd Reading.*

ORDINANCE 2025-34 AN ORDINANCE AMENDING SECTION 618.16 OF THE NORTHWOOD CODIFIED ORDINANCES (NCO) TITLED PROXIMITY OF ANIMALS TO RESIDENCES. AND DECLARING AN EMERGENCY. *3rd Reading.*

ORDINANCE 2025-37 AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS OF THE CITY OF NORTHWOOD; AND DECLARING AN EMERGENCY. *3rd Reading.*

MAYOR: *Mayor Schimmel*

- Mayor's Report

CITY ADMINISTRATOR: *Kevin Laughlin*

- City Administrator's Report

CITY FINANCIAL REPORT(S)

- SEPTEMBER EXPENDITURES

LIST OF EXPENDITURES OVER \$10,000

<u>INVOICE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
VC3	SEPTEMBER MONTHLY BILLING	\$11,617.42

CITY ATTORNEY’S REPORT/DISCUSSION: *Brian Ballenger*

CITY ENGINEER’S REPORT/DISCUSSION: *Dave Kuhn*

- City Engineer's Report

NEW BUSINESS:

OLD BUSINESS:

PERSONS APPEARING BEFORE THE MAYOR AND COUNCIL:

EXECUTIVE SESSION:

ADJOURNMENT:

September 25, 2025

City of Northwood
Regular City Council Meeting Minutes

CALL TO ORDER

The Regular meeting of the Northwood City Council was called to order by Mayor Schimmel at 07:00 PM on September 25, 2025 in the Council Chambers and via Live Stream.

PLEDGE OF ALLEGIANCE Mayor Schimmel

Pledge of Allegiance was given.

ROLL CALL

The roll was called by Clerk of Council Popovitch and those in attendance were as follows: Mayor Schimmel, Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner City Administrator Kevin Laughlin, and City Engineer Dave Kuhn.

MOTION: Councilor Huntermark made a motion to **excuse City Attorney Brian Ballenger**; seconded by Councilor Melnyk. **ROLL CALL:** **Yes:** Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner; **No:** None; **Abstain:** None
RESULT: *Passed (7-0)*

APPROVAL OF MINUTES

August 21, 2025 Public Hearing Minutes

MOTION: Councilor Stoner made a motion to **Approve**; seconded by Councilor Huntermark. **ROLL CALL:** **Yes:** Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner; **No:** None; **Abstain:** None
RESULT: *Passed (7-0)*

September 11, 2025 Regular Council Meeting Minutes

MOTION: Councilor Huntermark made a motion to **Approve**; seconded by Councilor Edwards. **ROLL CALL:** **Yes:** Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Stoner; **No:** None; **Abstain:** Councilor Jim Barton, Council President Randy Kozina
RESULT: *Passed (5-0)*

PRESENTATION

PUBLIC COMMENT

COMMUNICATIONS

20 under 40 Invitation

Invitation was shared with Council. Event will be help on November 3, 2025 at the Valentine Theater.

COUNCIL COMMITTEE REPORTS

Economic Development Councilor Jim Barton - Next Meeting October 9 @ 6PM

No Report.

Finance Councilor Louis Fahrbach

No Report.

Recreation Board Councilor Jim Barton

No Report.

Safety Councilor Mark Stoner

No Report.

Tree Commission Councilor Michael Melnyk

The Commission met on Tuesday evening. The white oak trees in front of the Community Center are expected to be moved in November and replaced with Armstrong maples. The Commission will again partner with First Energy this fall, which will provide 150 bare-root trees (50 white pines, and 25 each of basswood, sycamore, swamp white oak, and buckeye) to be planted at the Nature Trails tree farm until they are large enough to be transplanted. Stronger stakes and protective sleeves have been purchased. Planting date will be on October 28 with a start time of 8am - 9am. Possible coordination with CIC Make a Difference Day. The Memorial Tree Program was also discussed. Trees will be offered at a cost of \$300, which includes planting and a memorial plaque. Trees will be placed in one of the three city parks, with locations approved by the Parks & Recreation Director. Information will be available on the city website.

The next Tree Commission meeting is scheduled for November 11 at 5:30 p.m.

September 25, 2025

Service	Councilor Dean Edwards
No Report.	
Parks, Rec & NCC	Councilor Pat Huntermark
No Report.	
Committee of the Whole	Council President Kozina
No Report.	
CEREMONIAL ITEMS	
NEW RESOLUTION	
PENDING RESOLUTION	
NEW LEGISLATION	
ORDINANCE 2025-38 AN ORDINANCE AMENDING ORDINANCE 2025-17 PROVIDING FOR THE COMPENSATION OF NON-UNION PERSONNEL OF THE CITY OF NORTHWOOD; AND DECLARING AN EMERGENCY.	
1st Reading - Kozina	
ORDINANCE 2025-39 AN ORDINANCE AMENDING NCO CHAPTER 204.01 (a) TITLED CITY LOGO.	
1st Reading - Edwards	
Therre was a question concerning the reasoning for a new city logo. City Administrator Laughlin noted that the redesign originated from branding recommendations related to the Enclave project and subsequent discussions with staff. Questions were raised regarding the departure from the city’s traditional blue and gold colors. Council requested that a version of the proposed logo also be prepared in the traditional colors for comparison. Concern was expressed that the logos presented in the council packet did not adequately represent the city.	
PENDING LEGISLATON	
ORDINANCE 2025-34 AN ORDINANCE AMENDING SECTION 618.16 OF THE NORTHWOOD CODIFIED ORDINANCES (NCO) TITLED PROXIMITY OF ANIMALS TO RESIDENCES. AND DECLARING AN EMERGENCY.	
2nd Reading - Melnyk	
ORDINANCE 2025-37 AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS OF THE CITY OF NORTHWOOD; AND DECLARING AN EMERGENCY.	
2nd Reading - Edwards	
ORDINANCE 2025-27 AN ORDINANCE CONCURRING WITH THE NORTHWOOD PLANNING COMMISSIONS RECOMMENDATION TO REZONE 0 WILLISTON ROAD (M50-812-350000031000) FROM R-4, MULTI-FAMILY TO R, SUBURBAN RESIDENTIAL; AND DECLARING AN EMERGENCY.	
MOTION: Councilor Stoner made a motion to Move on Emergency Clause; seconded by Councilor Melnyk. ROLL CALL: Yes: Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner; No: None; Abstain: None	
MOTION: Councilor Stoner made a motion to Move on Final Adoption; seconded by Councilor Melnyk.ROLL CALL: Yes: Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner; No: None; Abstain: None	
RESULT: Passed (7-0) effective immediately	
ORDINANCE 2025-28 AN ORDINANCE ADOPTING THE NORTHWOOD PLANNING COMMISSION’S RECOMMENDATION TO AMEND CHAPTER 1244.06 OF THE NORTHWOOD CODIFIED ORDINANCES (NCO) TITLED CONDITIONAL USES; AND DECLARING AN EMERGENCY.	
MOTION: Councilor Huntermark made a motion to Move on Emergency Clause; seconded by Councilor Fahrbach. ROLL CALL: Yes: Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner; No: None; Abstain: None	
MOTION: Councilor Huntermark made a motion to Move on Final Adoption; seconded by Councilor Fahrbach.ROLL CALL: Yes: Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner; No: None; Abstain: None	
RESULT: Passed (7-0) effective immediately	
ORDINANCE 2025-29 AN ORDINANCE ADOPTING THE NORTHWOOD PLANNING COMMISSION’S RECOMMENDATION TO AMEND CHAPTER 1250.12 OF THE NORTHWOOD CODIFIED ORDINANCES (NCO) TITLED SITE PLAN REVIEW REQUIREMENTS; AND DECLARING AN EMERGENCY.	
MOTION: Councilor Melnyk made a motion to Move on Emergency Clause; seconded by Councilor Huntermark. ROLL CALL: Yes: Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor	

September 25, 2025

Barton, Council President Kozina, Councilor Stoner; **No:** None; **Abstain:** None

MOTION: Councilor Melnyk made a motion to **Move on Final Adoption**; seconded by Councilor Huntermark.**ROLL CALL:** **Yes:** Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner; **No:** None; **Abstain:** None
RESULT: *Passed (7-0) effective immediately*

ORDINANCE 2025-33 AN ORDINANCE ESTABLISHING A BUDGET LINE ITEM TO ALLOCATE SAVINGS FROM THE WOOD COUNTY SHERIFF DISPATCH CONTRACT TO FUND THREE FULL-TIME FIREFIGHTER POSITIONS UPON EXPIRATION OF THE SAFER GRANT, AND DECLARING AN EMERGENCY.

MOTION: Councilor Stoner made a motion to **Move on Emergency Clause**; seconded by Councilor Melnyk. **ROLL CALL:** **Yes:** Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner; **No:** None; **Abstain:** None

MOTION: *Councilor Stoner made a motion to ; seconded by Councilor Melnyk.***ROLL CALL:** **Yes:** *Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner;* **No:** None; **Abstain:** None
RESULT: *Passed (7-0) effective immediately*

MAYOR Mayor Schimmel

Mayor's Report

ADMINISTRATION:

Budget stabilization "Rainy Day" Policy. Recommendation for Committee of the Whole meeting to furt discuss

The Mayor recommended that the Committee of the Whole discuss the City’s rainy day fund policy or address any immediate questions. The proposal presented was to allocate a dedicated portion of funds strictly to the rainy day fund, to be used only under specific circumstances such as natural disasters, critical infrastructure needs, or budget shortfalls.

Council members expressed support for the proposal, noting that dedicating funds ensures financial stability and maintains at least 50% of operating expenses available if needed. The policy allows for 16–50% of the General Fund to be set aside; discussion focused on establishing the fund at 50%, approximately \$4 million, due to the City’s reliance on income tax revenue and potential economic downturns. The Administrator and Finance Director indicated that this allocation is appropriate given the City’s financial structure.

FIRE:

Chief Whitmore presented the recommendation to hire Brad Pytlarz for the vacant full-time position.

MOTION: Councilor Edwards made a motion to **hire Brad Pytlarz as a full-time firefighter**; seconded by Councilor Stoner. **ROLL CALL:** **Yes:** Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner; **No:** None; **Abstain:** None
RESULT: *Passed (7-0)*

Mayor reported that the Fire Chief applied for and was awarded a FEMA grant to purchase an extractor washing machine for firefighter turnout gear. The equipment had been included in the 2026 budget request, so the previously budgeted amount can be removed. The grant requires a 5% local match, approximately \$1,000. Council was asked to consider a motion to accept the grant award.

MOTION: Councilor Stoner made a motion to **accept the FEMA grant and approve a 5% match**; seconded by Councilor Huntermark.**ROLL CALL:** **Yes:** Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner; **No:** None; **Abstain:** None
RESULT: *Passed (7-0)*

Mayor reported that Northwood Community Cares and the Fall Festival Committee are experiencing a significant decline in donations compared to previous years, similar to last year. Many major donors have contributed little or nothing, which has resulted in a shortfall for putting on the festival. The request is for the City to consider allocating \$10,000 to support the festival this year. The Mayor noted the request is short notice and a substantial amount, but the committee was hopeful more donations were going to come in, they just didn't materialize.

MOTION: Councilor Huntermark made a motion to **to allocate \$10,000 for the Fall Festival** ; seconded by Councilor Melnyk. **ROLL CALL:** **Yes:** Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner; **No:** None; **Abstain:** None
RESULT: *Passed (7-0)*

CITY ADMINISTRATOR Kevin Laughlin

City Administrator's Report

<u>TOPIC/ ITEM</u>	<u>DISCUSSION</u>
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Inclusive Playground	Northwood was contacted by and has been having discussions with Wood County Plays about an inclusive playground to be tentatively located at Brentwood Park. Looking at potentially July 31 for a fundraiser if we do move forward with the project. This opportunity requires a city match of \$250,000–\$300,000, which would leverage over \$900,000 in additional equipment and resources. The project aligns with the previously discussed 2026 capital replacement budget, which included \$200,000 for equipment replacement at Brentwood. The proposed facilities would be over 1,000 square feet and constructed with durable materials. The project is still in the initial stages, and more information is to come. Council asked if this was similar to the grant Walbridge received to redo their playground; City Administrator advised it is not, other grant opportunities such as LWCF will be pursued for this project.
Codification	Switching Codification services from American Legal to CivicPlus Municode Benefits: • Identifies inconsistencies or conflicts within legislation. Especially valuable for complex sections like the zoning code. • Predictable annual billing, not dependent on number of pages edited. • Flexible supplementation schedule with quick turnaround (print 40–45 days, electronic 15 days, online 3 days). • Ordinances posted and hyperlinked online between supplements, ensuring public transparency. • access up-to-date codes and past versions online. <u>Project Timeline & Cost:</u> 18-month project; starting ASAP ensures timely completion. CivicPlus will host a PDF version of our code during the transition, with clear disclaimers noting current legislation dates. Total project cost: \$25,050, billed over three years (not upfront): 2025 – \$6,262.50 (contract execution) 2026 – \$12,525 (legal memorandum + proofs if applicable) 2027 – \$6,262.50 (completion) \$7,310 remains in the 2025 budget. Requesting authorization to sign the proposal, with the understanding that the \$13,000 capital budget line item will need approval when due. MOTION: Councilor Stoner made a motion to authorize the City Administrator to sign the proposal for the codification switch to Municode by Civic Plus; seconded by Councilor Edwards. ROLL CALL: Yes: Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner; No: None; Abstain: None RESULT: <i>Passed (7-0)</i>
November & December Council Schedule	Moving the November 27th meeting to November 6th ; Moving the December 25th meeting to December 4th. MOTION: Councilor Huntermark made a motion to schedule the November Council meetings for the 6th and 13th and Deceber Meetings for the 4th and 11th; seconded by Councilor Stoner.ROLL CALL: Yes: None; No: None; Abstain: None RESULT: <i>Passed (7-0)</i>

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Clock Tower at the Enclave

At the direction of Mayor Schimmel, the administration has been working with EMH&T on further city-sponsored development at the Enclave. Specifically, designs and estimates to develop the boulevard island on Park Avenue.

Renderings showed multiple design options for the clock tower and associated landscaping.

Council discussed the options, considering factors such as aesthetics, maintenance requirements for the Service Department, and cost estimates. The all-masonry tower (Option 1) was noted as the most favored design and also the least expensive at approximately \$322,000 with a 20% contingency. Other options ranged from \$325,000 to \$405,000. Site work and landscaping costs varied, with Option 4—the most pared-down design—estimated at \$123,000, making it the preferred choice due to lower maintenance requirements. The proposed tower would be approximately 50 feet tall, visible over surrounding buildings, and within the three-story limit of the overlay district.

Council members emphasized the importance of balancing visual impact with practical considerations such as maintenance and usable public space. No final decision was made; options will continue to be reviewed and refined for inclusion in the next year’s budget and capital improvement planning.

Councilor Stoner requested the Service Department to get quotes for next year's budget for heavy duty rubber mats to be placed at the bottom of the playground slides to provide a soft landing for children.

CITY FINANCIAL REPORT(S)

LIST OF EXPENDITURES OVER \$10,000

INVOICE	DESCRIPTION	AMOUNT
AETNA	EMPLOYEE HEALTH INSURANCE 10/1/25-10/31/25	\$73,899.54

MOTION: Councilor Edwards made a motion to **Approve the list of Expenditures over \$10,000**; seconded by Councilor Stoner. **ROLL CALL:** **Yes:** Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner; **No:** None; **Abstain:** None

RESULT: *Passed (7-0)*

CITY ATTORNEY’S REPORT/DISCUSSION Brian Ballenger

CITY ENGINEER’S REPORT/DISCUSSION Dave Kuhn

City Engineer's Report			
Project Name	Project Budget	Current Status	Key Changes Since Last Meeting
The Enclave	N/A	Construction	Working on closing out project. Wallick is waiting on Wood County Building Inspection to approve the foundation permit. Ground Breaking Ceremony is scheduled for October 16th at 11am. Invitation will be shared.
Curtice Rd. Resurfacing & Curbs over I-280	\$195,600.00	Design	Finalizing plans & submit to ODOT for approval in September. Bid after approval.
Dry Creek Aquatic and Riparian Restoration Project	\$500,000.00	In Design	Waiting for 100% design plans from DRG to review. Construction to be later in fall of 2025.
NNC	N/A	Warranty Work	Contractor has completed replacing the concrete on sidewalk areas.
ODOT	N/A	Misc. Item	ODOT is working on the timing signal for Curtice Rd.
ODOT	N/A	Misc. Item	ODOT performed a traffic safety study at Fostoria Rd and Williston Rd. (SR 579) and recommended a roundabout to be 100% funded by ODOT and grants. ODOT performed a traffic safety study at Bradner Rd and Williston Rd. (SR 579) and made several

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			recommendations, including making the intersection 4-way stop and eliminating the left-turn lane.
Wolf Creek Court Drainage Improvements	\$261,775.00	Construction	Contractor has begun the construction improvements. Letters have been sent out for sidewalk assessment.
West Andrus Road Pavement Improvements	\$405,060.12	Construction	Contractor indicated that work will begin soon. Letters have been sent out for sidewalk assessments.
Dalling Drive Extension	\$457,300.00	Design	In the process of designing the improvements. Bid project the first half of Oct. 2025
	Construction Est.		
Northwood 2025 Pavement Resurfacing Improvements	\$ 721,775.00	Construction	Contractor began work on Chantilly Rue this week ahead of the original schedule.

NEW BUSINESS

Council discussed potential improvements to blue light beacons at railroad crossings. The City has been in initial discussions with TrainFio, a Canadian company specializing in advanced warning systems for railways. The proposed system would provide integrated alerts through Waze, Google Maps, and text messaging, initially for first responders and eventually for the public.

The pilot location would be Wales Road, with the possibility of expanding county-wide to include Lemoyne Road, Millbury, Walbridge, and other areas. Benefits include improved visibility of warning signals, data collection to support future grant applications, and enhanced safety at problem crossings. The system is cell phone- and sensor-based, reducing manual operation issues experienced with the current blue light system. No cost estimates are available at this time, as discussions are still in early stages.

Mayor Schimmel recommended extending Halloween trick-or-treat times from 6-8pm. There was no opposition to the request.

Councilor Melnyk noted that Northwood Community Cares does a good job organizing festivals, particularly the Fall Festival, and suggested that the City consider providing consistent funding in the future rather than relying on external donations.

OLD BUSINESS

none.

PERSONS APPEARING BEFORE THE MAYOR AND COUNCIL

NA

EXECUTIVE SESSION

MOTION: Council President Kozina made a motion to **enter into executive session with Mayor, Council and City Administrator to discuss employment of a public employee;** seconded by Councilor Huntermark. **ROLL CALL:** **Yes:** Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner; **No:** None; **Abstain:** None
RESULT: *Passed (7-0) 7:52pm*

The meeting was called back to order at 8:09pm and the roll was called by Council Clerk Popovitch. Those in attendance were as follows: Mayor Schimmel, Councilor Fahrbach, Councilor Edwards, Councilor Melnyk, Councilor Huntermark, Councilor Barton, Council President Kozina, Councilor Stoner City Administrator Kevin Laughlin, and City Attorney Dave Kuhn.

No Action Taken.

ADJOURNMENT

08:09 PM

ATTEST: _____
Council Clerk

APPROVED: _____
Mayor

2025-40

ORDINANCE 2025-40 AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. (SERGEANTS) EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2028; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Northwood has negotiated with the Fraternal Order of Police, Ohio Labor Council, Inc. (Sergeants) and entered into a Tentative Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTHWOOD, WOOD COUNTY, OHIO THAT:

SECTION 1. That the Administrator of the City of Northwood is hereby authorized to enter into a written agreement between the City of Northwood, Ohio and the Fraternal Order of Police, Ohio Labor Council, Inc. (Sergeants) more fully described in Exhibit "A" attached.

SECTION 2. It is found and determined that all formal actions of council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Northwood and the State of Ohio.

SECTION 3. This Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, safety, and welfare of our citizens. This Ordinance shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

Vote to suspend rules: For:___ Against:___ Abstain:___
Vote on emergency clause: For:___ Against:___ Abstain:___
Vote on final adoption: For:___ Against:___ Abstain:___

Adopted this ____ day of _____, 2025. In Effect: _____
ATTEST:

Clerk of Council

President of Council

APPROVED AS TO FORM:

APPROVED:

City Attorney

Mayor



AGREEMENT

BETWEEN THE

AND THE

**FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.**



OHIO LABOR COUNCIL

Effective
July 1, 2025

through
June 30, 2028

Sergeants

2025-MED-03-0296

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PREAMBLE/PURPOSE

This Agreement, entered into by the City of Northwood, hereinafter referred to as the "Employer," and the FOP/Ohio Labor Council, Inc., has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 RECOGNITION

Section 1.1. The Employer recognizes the FOP/Ohio Labor Council, Inc., hereinafter referred to as "FOP/OLC," as the sole and exclusive representative for all full-time Sergeants in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case No. 03-REP-09-0174 on February 5, 2004.

Section 1.2. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include all full-time Sergeants.

Section 1.3. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 2 DUES DEDUCTION AND AGENCY SHOP

Section 2.1. The Employer agrees to deduct membership dues, in accordance with this Article for all employees eligible for the bargaining unit.

Section 2.2. The Employer agrees to deduct regular membership dues, once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix A) must be presented to the Employer by the employee or a Union representative. Upon receipt of the proper authorization, the Employer will deduct membership dues from the payroll check for the next pay period in which dues are normally

deducted following the pay period in which the authorization was received by the Employer. Monthly dues shall be remitted to the FOP/OLC via ACH payment or U.S. mail, to the Ohio Labor Council, 222, E. Town Street, Columbus, Ohio 43215, along with a list of members and non-members on payroll deduction.

Section 2.3. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of membership dues. The FOP/OLC hereby agrees that it will indemnify and hold the City harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

Section 2.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; or (4) an unpaid leave of absence, in accordance with the terms of this Agreement.

Section 2.5. The Employer shall not be obligated to deduct membership dues from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of membership dues.

Section 2.6. The parties agree that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the deduction would normally be made by deducting the proper amount.

Section 2.7. The rate at which membership dues are to be deducted shall be certified to the Employer by the FOP/OLC. The FOP/OLC shall notify the Employer at least one (1) month in advance of any changes in membership dues prior to such changes becoming effective.

ARTICLE 3 REPRESENTATION

Section 3.1. The Employer shall grant reasonable access to non-employee representatives of the FOP/OLC for the purpose of attending scheduled meetings or hearings, as authorized in this Agreement, provided the representative notifies the Employer of his intention to attend such scheduled meetings or hearings, no later than the close of the business day immediately preceding the day of the

scheduled meeting or hearing when possible, or as otherwise agreed. Upon arrival, the FOP/OLC representative shall identify himself to the Employer, or the Employer's designated representative.

Section 3.2. The Employer shall recognize one (1) employee per shift, designated by the FOP/OLC, to act as grievance representatives, for the purposes of processing grievances in accordance with the grievance procedure. The grievance representatives, or in their absence or inability to perform their function, designated alternates, shall be recognized as representatives, as provided herein.

Section 3.3. The FOP/OLC shall provide to the Employer an official roster of its local officers, FOP/OLC representatives, which is to be kept current at all times and shall include the following: (1) name, (2) FOP/OLC office held, and (3) work address and phone number of non-employee representatives. No employee shall be recognized by the Employer as an FOP/OLC representative until the FOP/OLC has presented the Employer with written certification of that person's selection.

Section 3.4. Employees will not suffer any loss of compensation for meeting with such officers or representatives for purposes related to collective bargaining and contract administration. If grievance or disciplinary hearings are scheduled during an employee's regular work hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 3.5. The FOP/OLC agrees that no representative of the FOP/OLC, either employee or non-employee of the Employer, shall interfere with, interrupt, or disrupt the normal work duties of employees. Further, the FOP/OLC agrees not to conduct meetings (bargaining unit, local, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct FOP/OLC business (defined as fundraising activities, solicitation for memberships, or distribution of literature) on behalf of the FOP/OLC or any FOP/OLC affiliate, during the work time of any involved employee. Unauthorized activity shall cease upon the demand of a supervisor, and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

ARTICLE 4 TIME OFF FOR UNION BUSINESS

Section 4.1. One (1) member of the Union shall be excused from his regular duties, without pay, for up to five (5) days (forty [40] hours) each calendar year to attend the state and/or national meetings of the FOP/OLC or to conduct other

Union business which cannot be conducted except during the employee's normal working hours. Advance written notice must be provided to the Chief of Police by an officer of FOP/OLC not less than fourteen (14) days in advance of the date requested for such leave to begin. The notice shall contain the name of the employee attending and the dates the employee will be absent so the Employer may alter the work schedules to provide for adequate coverage while the employee is on leave.

Section 4.2. With approval of the Chief of Police or his designee, an employee on Union leave may receive pay during such leave by charging his absence, or a part thereof, against his earned, but unused, vacation leave, compensatory time, or as a personal day.

ARTICLE 5 NONDISCRIMINATION

Section 5.1. Neither the Employer nor the FOP/OLC shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, sexual orientation, political affiliation, FOP/OLC membership, or abstaining from FOP/OLC membership. There shall be no discrimination, interference, restraint, or coercion by the City or its representatives against any legal employee activity which is in accordance with this Agreement in an official capacity on behalf of the Union.*

Section 5.2. Except as specifically provided elsewhere in this Agreement, all references to employees in the Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6 MANAGEMENT RIGHTS

Section 6.1. The FOP/OLC recognizes the right and authority of the Employer to administer the operations and functions of the Police Department and, in addition to other functions and responsibilities which are required by law, the FOP/OLC recognizes that the Employer has and will retain the full right and responsibility to direct the operation of the Police Department, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following, except as otherwise provided in this Agreement:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs

of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

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, or layoff, 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.

Section 6.2. The FOP/OLC recognizes and accepts that all rights and responsibilities of the Employer not otherwise restricted or modified herein and as permitted by law shall remain the exclusive function of the Employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

Section 6.3. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining Agreement.

ARTICLE 7

NO STRIKE/NO LOCKOUT

Section 7.1. It is agreed that the services performed by the employees covered under this Agreement are essential to the public health, safety, and welfare, and that an illegal work stoppage of any kind would create a clear and present danger to the health, safety, and welfare of the public. Therefore, understanding that this

Agreement provides machinery for the orderly resolution of grievances, the parties agree that the FOP/OLC or its members shall not, for any illegal reason, authorize, cause, support, walk out, slow down, strike, sympathy strike, or any other concerted illegal activity which would interrupt the Employer's operations or services during the term of this Agreement or any extensions thereof.

Section 7.2. In addition to any other remedies available to the Employer, any employee(s), who individually or collectively violate Section 1 of this article, shall be subject to discipline, up to and including discharge.

Section 7.3. In the event of any violation of Section 1 of this article, the FOP/OLC, upon being notified thereof, shall promptly undertake to make every reasonable effort to prevent or stop such unauthorized acts and to induce such employees to return to their jobs and to resume their usual work duties, including, but not limited to, advising all employees covered by this Agreement to return to work notwithstanding the existence of a picket line, and instructing all such employees that their conduct is in violation of the Agreement, that they may be disciplined up to and including discharge.

Section 7.4. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike or other illegal cessation of work.

Section 7.5. The Employer agrees that neither it, nor its designee(s), individually or collectively, will authorize, instigate, cause, sanction, aid, or condone any lockout of employees in the Bargaining Unit.

Section 7.6. In the event other City employees should engage in any of the above activities, members of this bargaining unit shall not be required to perform the regular duties of those employees' work functions.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of an express and specific term or provision of this Agreement. The grievance procedure may not be used to effect changes in the terms of this Agreement. Therefore, any dispute or grievance which would change the terms of this Agreement, or the remedy to which would be a violation of state or federal law or constitutions, shall not be considered a grievance and is not subject to the grievance procedure.

Section 8.2. A grievance under this procedure may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance, but the grievance must be signed by each individual desiring to be included.

Section 8.3. If specific administrative relief of a judicial or quasi judicial nature is provided for by the statutes of the State of Ohio or by the United States for review or redress of a specific matter (limited to Worker's Compensation, Unemployment Compensation, and/or Department of Labor, Wage and Hour Division), and if the matter does not apply directly to a provision of this Agreement, such matters may not be processed through the internal grievance procedure. However, the parties may meet in an attempt to resolve the matter prior to any appeal to any outside agency.

Section 8.4. All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided; shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the Employer and the FOP/OLC.

Section 8.5. It is the mutual desire of the Employer and the FOP/OLC to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the FOP/OLC to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant shall submit his written grievance to the Police Captain within five (5) workdays of the occurrence that gave rise to the grievance. The Police Captain shall investigate and provide an appropriate answer within five (5) workdays following the date on which the Police Captain was presented the grievance.

If there is not currently a Police Captain employed by the City, a grievant shall submit the written grievance directly to Step 2 of the grievance procedure.

Step 2: If the grievance is not resolved in Step 1, or if Step 1 is bypassed due to the nonexistence of a Police Captain, the employee, with the appropriate FOP/OLC representative, may refer the grievance to the Chief of Police, within five (5) workdays after receiving the Step 1 reply.

The Chief of Police shall have five (5) workdays in which to schedule a meeting with the grieved employee and his appropriate FOP/OLC representative. The Chief of Police shall investigate and respond to the grievant and/or appropriate FOP/OLC representative within five (5) workdays following the meeting.

Step 3: If the grievance is not resolved in Step 2, the employee, with the appropriate FOP/OLC representative, may refer the grievance to the City Administrator, within five (5) workdays after receiving the Step 2 reply.

The City Administrator shall have five (5) workdays in which to schedule a meeting with the grieved employee and his appropriate FOP/OLC representative. The Administrator shall investigate and respond to the grievant and/or appropriate FOP/OLC representative within ten (10) workdays following the meeting.

Step 4: Arbitration. If the grievance is not satisfactorily settled in Step 3 the FOP/OLC may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted within fourteen (14) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply. Upon receipt of a request for arbitration the Employer or his designee and the representative of the FOP/OLC shall within ten (10) working days following the request for arbitration jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. It shall be stipulated in the request to FMCS that the list must be comprised of "National Academy" arbitrators whose principal place of business is in the State of Ohio. The parties shall agree on a submission agreement outlining the specific issues to be determined

by the arbitrator prior to requesting the list. The parties shall select an arbitrator within ten (10) working days from the date the list of seven (7) arbitrators is received.

The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service.

The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on the rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure. The question of arbitrability of a grievance may be raised by either party before the arbitration

hearing of the grievance, on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction.

The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the FOP/OLC, the employee, and the Employer.

All costs directly related to the services of the arbitrator shall be paid equally by the parties. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 8.6. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both the Employer and the FOP/OLC:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance is being filed in writing;
4. Date and time grievance occurred;
5. The location where the grievance occurred;
6. A description of the incident giving rise to the grievance;
7. Specific articles and sections of the Agreement violated; and
8. Desired resolution to the grievance.

Section 8.7. For purposes of this article, workdays shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting workdays at each step of the grievance procedure, the parties agree to count the workdays of the employee when the employee is the moving party and the workdays of the Employer when the Employer is the responding party. Such "workdays" shall not include Saturdays, Sundays, or holidays.

Section 8.8 In the event that the Federal Mediation and Conciliation Service ceases to exist or otherwise discontinues issuing arbitration panels, the Union and the Employer mutually agree to use the following permean rotating panel of arbitrators listed below:

1. Daniel Zeiser

2. Martin Fitts

3. Meeta Bass

4. Sandra Furman

5. William Binning

6. Gregory Lavelle

If an arbitrator on the panel above is unavailable for more than sixty (60) days from the date of their selection, the next arbitrator on the list will be utilized. If an arbitrator on the above list discontinues their practice of holding arbitration hearings, the parties agree to meet and mutually select a replacement arbitrator.

The parties may also mutually agree to utilize an alternative arbitrator not listed in Section 8.8.

The parties may also mutually agree to utilize a panel of arbitrators from the American Arbitration Association ("AAA"). If a panel from AAA is utilized, the parties will use the alternate strike method to select an arbitrator.

ARTICLE 9

CORRECTIVE ACTION/EMPLOYEE RIGHTS

Section 9.1. No employee shall be reduced in pay, subjected to a working suspension, suspended, or discharged, except for just cause.

Section 9.2. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 9.2.1. Any employee who, as a result of the action of any court, loses his ability to carry a firearm, may be charged with serious misconduct and discharged without progressive discipline.

Section 9.3. Records of disciplinary actions shall be removed from the employee's personnel file and shall cease to have force and effect in accordance with the following schedule, provided the employee receives no intervening disciplinary actions during the period indicated.

Reprimands	twelve (12) months
Suspensions less than thirty (30) days	twenty-four (24) months
Suspensions of thirty (30) days or more	thirty-six (36) months
Disciplinary action resulting in a transfer from job assignment.....	twenty-four (24) months
Disciplinary action resulting in demotion of rank	thirty-six (36) months

Section 9.3.1. An employee may resign at any time prior to final discharge decision of the City Administrator and the employee's personnel file shall show a voluntary resignation.

Section 9.4. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 9.5. Whenever the Employer determines that an employee's conduct may warrant suspension with or without pay, reduction in pay, reduction in rank, or termination, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. An employee may be represented at such predisciplinary conference by an FOP/OLC representative.

Section 9.6. Records of oral warnings and written reprimands that are maintained in the employee's personnel file shall include a copy to the employee at the time the warning or reprimand is included in the employee's personnel file.

Section 9.7. Upon appropriate request to the Employer, an employee may inspect his personnel file subject to the following:

- A. Inspection shall occur during the employee's nonworking hours and in a manner mutually acceptable to the employee and the Employer
- B. Copies of nonconfidential materials in the employee's file shall be provided the employee upon request. The employee will bear the cost of duplication.
- C. Pre-employment information such as reference checks, or information provided to the Employer with the requirement that it remain confidential, shall not be subject to inspection or copying.

Section 9.8. This Article shall not be applicable to investigations involving alleged criminal violations by employees. If an employee is a subject of criminal investigation, he shall be afforded the same constitutional rights to which any other individual is entitled.

Section 9.9. Reprimands may be appealed to Steps 1, 2 and 3 of the grievance procedure only. No such grievances may be appealed to arbitration.

Section 9.10. Whenever the Employer or his designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in predisciplinary conferences, the following conditions shall apply:

- A. When an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have an FOP/OLC representative present to advise him during questioning.
- B. Prior to questioning, employees (including witnesses) shall be informed that the failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- C. With the consent of the parties involved, preliminary investigations and preliminary conferences may be tape recorded. A copy of the recording shall, at the request of the charged employee, be provided to the employee.
- D. Preliminary investigations and predisciplinary conferences shall be held preferably during an employee's scheduled working hours or, if not feasible, at a time in reasonable proximity to his shift. Such time shall be compensable.
- E. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.
- F. The employee or the FOP/OLC shall be provided copies of all statements and other materials that pertain to the investigation at the time the employee is formally charged.

- G. When a single anonymous complaint is made against an employee, the Chief of Police may advise and counsel the employee regarding the matter. In the event there is corroborative evidence, the accused employee may be required to make a report or statement and may be the subject of disciplinary action. A confidential complaint shall not be considered an anonymous complaint.

ARTICLE 10 DRUG AND ALCOHOL TESTING

Section 10.1 Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer unless the employee is found guilty of other misconduct. Disciplinary action will not be taken against an employee unless he refuses to submit to testing, refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

Section 10.2. Drug and alcohol screening/testing shall be conducted upon: (1) pre-promotional; (2) reasonable suspicion - which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol; (3) use of force occurrence where a firearm is discharged or serious physical harm or death is caused to an individual; or (4) randomly in common with all other employees of the Employer to the extent required for the Employer to receive the maximum premium discounts available to it under the State of Ohio Bureau of Workers' Compensation Drug Free Workplace Program. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to third party. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement.

Section 10.3. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of .04 shall be cause for the Employer to proceed with sanctions as set forth in this Article.

Section 10.4. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by DHHS recognized certification program. Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the drug test results. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be collected utilizing the split sample method of collection, following prescribed testing procedures.

Section 10.5.

A. All samples shall be tested utilizing the panel drug tests and cutoff concentration levels established by the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Alcohol - .01% or more by weight of blood alcohol or .01% or more by weight of blood alcohol per 200 liters of employee's breath.

B. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

Medical Review Physician. The Medical Review Physician shall be chosen and agreed upon between the FOP/OLC and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of the test (sensitivity, specificity, and predictive value), the laboratories running the tests, and the medical conditions and work exposure of the employees.

The role of a Medical Review Physician will be to review and interpret the positive test results. He must examine alternate medical explanations for any positive test results. This action shall include conducting a medical review with the affected employee, review of the employee's medical history, and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

C. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

D. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the employee will be reimbursed for the cost of the split sample test.

Section 10.6. Selection of employees for random testing shall be made on an anonymous basis by the testing laboratory (currently Occupational Care Consultants ("OCC")) using Employee identification numbers only. Random testing shall be administered at the Employer's expense and during the work

hours of any selected Employee.

Section 10.7. If a positive result is produced after the required testing, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or any other paid leave for the period of the rehabilitation or detoxification program. If no such paid leave is available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving satisfactory results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon the employee's return to work as provided for in Section 10.10. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits.

Section 10.8. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action. The employee and the Union shall be given a copy of the laboratory report of all specimens before any discipline is imposed.

Section 10.9. The costs of all drug screening tests and confirmative tests shall be borne by the Employer; except that any test initiated at the request of the employee, the cost of such test shall be at the employee's expense.

Section 10.10. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation/detoxification program as provided in this Article.

Section 10.11. The provisions of this Article shall not require Employer to offer a rehabilitation/detoxification program to any employee more than once.

Section 10.12. Duty Assignment After Treatment. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment.

Section 10.13. Right of Appeal. The employee has the right to challenge any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

Section 10.14. Changes in Testing Procedures. The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain to amend this procedure to include such improvements.

Section 10.15. Conflict With Other Laws. This article is in no way intended to supersede or waive any constitutional or other rights that the employee or the Employer may be entitled to under federal, state, or local statutes.

ARTICLE 11 LABOR/MANAGEMENT MEETINGS

Section 11.1. In the interest of sound labor/management relations, upon request by either party and on a mutually agreeable date and time, the Employer shall meet with not more than one (1) representative of the FOP/OLC to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 11.2. An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the name of the FOP/OLC representative who will be attending. The purpose of such meetings shall be to: (a) discuss the administration of this Agreement; (b) notify the FOP/OLC of changes made by the Employer which effect bargaining unit members of the FOP/OLC; (c) discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties; (d) disseminate general information of interest to the parties; (e) discuss ways to increase productivity and improve effectiveness; and/or (f) consider and discuss health and safety matters relating to employees.

Section 11.3. Unless otherwise mutually agreed, such meetings shall be limited to two (2) hours in duration.

Section 11.4. Any FOP/OLC employee representative attending a meeting during his regularly scheduled working hours shall suffer no loss in pay in connection with such attendance, but he shall not receive overtime compensation as a result thereof. An employee representative may be required to work if an emergency arises during a meeting.

Section 11.5. Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 12 BULLETIN BOARD

Section 12.1. The Employer agrees to provide one (1) bulletin board for use by the FOP/OLC, and the dimensions of the board shall not exceed three (3) feet by four (4) feet. This bulletin board shall be located in an area designated by the Police Chief, but which is usually and customarily open to members of the bargaining unit.

Section 12.2. All FOP/OLC notices of any kind posted on the bulletin board shall be signed, dated, posted, or removed by an FOP/OLC representative.

Section 12.3. FOP/OLC notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval: (a) FOP/OLC recreational and social affairs; (b) notice of FOP/OLC meetings; (c) FOP/OLC appointments; (d) notice of FOP/OLC elections; (e) results of FOP/OLC elections; (f) reports of nonpolitical standing committees and independent nonpolitical arms of the FOP/OLC; (g) nonpolitical publications, rulings, or policies of the FOP/OLC; and (h) articles containing information relating to the criminal justice field. All other notices of any kind, not covered by (a) through (h) above, must receive prior approval of the Employer or his designated representative provided that such consent may not be unreasonably withheld. It is also understood that no materials may be posted on the FOP/OLC bulletin board at any time which contain the following: (a) personal attacks upon any other member or any other employee; (b) scandalous, scurrilous, or derogatory attacks upon the Employer, or any other governmental units or officials; (c) attacks on any employee organization, regardless of whether the organization has local membership; (d) attacks on and/or favorable comments regarding a candidate for public office or for office in any employee organization; and (e) references to matters in controversy or dispute between the Employer and the FOP/OLC, or any member of the bargaining unit.

Section 12.4. No FOP/OLC related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the FOP/OLC except by permission of the Employer or its designee.

Section 12.5. Materials posted on the FOP/OLC bulletin board shall not be removed or tampered with by the Employer unless such materials have been posted in violation of this Article. The Employer's removal of such materials shall

be subject to appeal by the FOP/OLC solely through the grievance procedure contained elsewhere herein. Unauthorized removal of material by non-bargaining unit persons shall cause an investigation with appropriate disciplinary action if the perpetrator is found to be a City employee.

ARTICLE 13 WORK RULES

Section 13.1. The FOP/OLC recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs, and business.

Section 13.2. It is the Employer's intention that work rules, policies, and directives should be interpreted and applied uniformly to all employees under similar circumstances. Work rules adopted by the Employer that violate the express terms of this Agreement shall be appealable through the grievance procedure contained elsewhere herein.

Section 13.3. The posting of work rules upon the Employer's "work rules" bulletin board, which shall be used solely to post such rules, shall constitute notice to all employees; however, the Employer shall also provide copies of such work rules to all employees. The Employer shall also give notice of new work rules and work rules changes to the FOP/OLC not later than the effective date and time. Such rules shall remain posted on the "work rules" bulletin board for a period of at least thirty (30) calendar days.

Section 13.4. Each office will be supplied with a copy of the Police Department's Administration/Operations Manual.

ARTICLE 14 PROBATIONARY PERIOD

Section 14.1. Every newly promoted employee will be required to successfully complete a probationary period. The probationary period shall be one hundred eighty (180) calendar days, however, any days of absence shall not be counted as part of the one hundred eighty (180) calendar days. Any newly promoted employee may be demoted at any time during his probationary period, and shall have no appeal or grievance rights concerning such demotion.

ARTICLE 15 SENIORITY

Section 15.1. "Seniority" for purpose of layoff and recall from layoff shall be computed on the basis of an employee's uninterrupted length of continuous service as a full time employee with the Employer in the Police Department. Where more than one (1) employee has been appointed on the same date, then seniority shall be in accordance with position on the original eligibility list.

Section 15.2. Employees terminated as a result of the disciplinary process, but reinstated through the grievance/arbitration process, shall not suffer any loss of seniority or benefits during such termination.

Section 15.3. "Rank seniority" or "time in grade" shall be computed from the first day of promotion. Where more than one (1) employee has been promoted on the same date, rank seniority shall be in accordance with position on the original promotional list.

Section 15.4. An approved leave of absence does not constitute a break in service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 15.5. Employees laid off shall retain their rank and seniority for a period of twelve (12) months from the date of layoff.

Section 15.6. The Employer shall post a seniority list whenever there is a staff change in the bargaining unit on the bulletin board, showing the total seniority and rank seniority of each bargaining unit employee. One copy of the seniority list shall be furnished to the FOP/OLC upon request.

Section 15.7. Loss of Seniority. The seniority of the Employee shall be considered broken and the Employee shall be terminated for the following reasons:

- A. The Employee resigns.
- B. The Employee is discharged for just cause.

(if successfully appealed, all seniority rights shall be restored as if dismissal had not occurred, and the Employee shall be reinstated in insurance programs on the same basis that exists at the time of reinstatement.)

- C. On recall from layoff, the Employee fails to report on reporting day, provided recall notice has been sent by certified mail, return receipt requested, to Employee's last address of record at least fourteen (14) calendar days prior to reporting date, with a copy to the Union President.
- D. On expiration of leave of absence, unless, for good and sufficient reason, the Employee requests and is granted an extension for the leave at least five (5) work days before the date of return, but no later than expiration of date of leave.
- E. The Employee is deceased.
- F. The Employee retires.
- G. A Lay Off of duration longer than twenty-four months.

ARTICLE 16 LAYOFF AND RECALL

Section 16.1. The Employer may lay off workers or abolish positions because of: a lack of work, or a lack of funds; or for reasons of efficiency, or economy or, reorganization. When the Employer determines that such action is necessary each of the affected employees shall be notified fourteen (14) days in advance of the effective date. The Employer, upon a request from the union, agrees to meet and confer with the Union concerning the impact of the layoff or abolishment upon bargaining unit employees.

Section 16.2. The Employer shall determine when layoffs or abolishments will occur, and employees will be displaced in accordance with their seniority and their qualifications to perform the remaining work available. When two (2) or more employees have relatively equal experience, skill, ability, and qualifications to do the remaining work without further training, the employee(s) with the least seniority will be laid off or abolished first.

Section 16.3. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the available work.

Section 16.4. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have

fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 16.5. The recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is specified in the notice.

ARTICLE 17 HOURS OF WORK

Section 17.1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, or from establishing the work schedules of employees, except as otherwise set forth in this Agreement. The Union will be afforded the opportunity of bargaining concerning the effects of any such restructuring of the normal work day or work week. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 17.2. The normal work schedule for Sergeants will be four (4), eight and one-half (8½) hour shifts followed by two (2) consecutive days off, referred to as a "4 and 2" work schedule.

The normal work schedule for Sergeants assigned to work an administrative schedule will be five (5), eight (8) hour shifts followed by two (2) consecutive days off in a forty (40) hour work week.

The workweek shall be computed between 12:00 a.m. on Monday of each calendar week and end at 11:59 p.m. on the following Sunday.

Sergeants annual regularly scheduled work hours shall consist of two-thousand-eighty (2,080) work hours per calendar year which equates to two-hundred-sixty (260) days of eight (8) hour shifts. The annual number of hours may fluctuate due to leap-year.

The "4 and 2" work schedule results in an annual deficit or schedule adjustment credit. For employees working the "4 and 2" schedule, the work hour deficit will be satisfied by each employee working without additional compensation, as scheduled by the City on mutually agreed to day(s) and hour amounts as

necessary to pay back the deficit, on an employee's day off. Alternatively, employees who work overtime may apply their hours worked towards hours owed. Employees who elect to apply their overtime hours shall be credited at the overtime rate. E.g.: An employee who works four (4) hours of overtime may elect to apply six (6) hours towards their hours owed.

The Employer and employee will make reasonable efforts to coordinate the scheduling of "owed" hours prior November 1st. However, the Employer shall schedule any remaining "owed" hours beginning November 1st to ensure employees will have worked 2,080 hours in the calendar year. Hours owed shall be pro-rated for employees who leave employment with the City, prior to December 31st.

When an employee elects to take off by utilizing either sick leave, vacation leave, or compensatory time, hours shall be deducted from the employee's sick leave, vacation leave, or compensatory time account in one-half (½) hour increments.

This Section shall not preclude Sergeants from working a regular shift of longer duration if the parties mutually agree to its duration. One-half (½) hour shall be allowed during each shift for meals, subject to emergencies. Sergeants are subject to an emergency call.

~~The standard workweek shall consist of forty (40) hours based on five (5) eight (8) consecutive hour workdays and two (2) days off. Provided that the employer and the employee may, by mutual agreement, permit the splitting of an eight (8) hour workday. The two (2) days off will be consecutive except as needed for purposes of scheduling training. The workweek shall be computed between 12:01 a.m. on Monday of each calendar week and 12:00 midnight the following Sunday.*~~

Section 17.3. Non-probationary, full-time employees shall have the opportunity to select a permanent non-rotating shift preference on the basis of rank seniority each November for the following year.

Section 17.4. Pay Periods

When a Sergeant works all the regularly scheduled hours during a pay cycle or substitutes approved leave time off (e.g., vacation, compensatory time, sick leave, injury leave, holiday, or bereavement leave) for regularly scheduled hours, the employee will be paid eighty (80) regular hours for the pay cycle. This applies both when the employee works a pay cycle with less than eighty (80) regularly scheduled hours or when the employee works a pay cycle with more than eighty (80) regularly scheduled hours.

Pay periods for all employees shall be biweekly. Paydays shall be every other Friday unless the selected Friday falls on a holiday on which employees do not normally work. In such an event, payday shall be the first regular workday preceding such a holiday.

Section 17.5. Scheduling Adjustments

Notwithstanding the foregoing, the Chief may temporarily adjust individual employee schedules to meet the operational needs of the Division for training or special events (e.g., Fall Festival). Employees subject to temporary schedule changes of more than one (1) day will be provided at least seven (7) calendar days advance written notice with an explanation for the schedule adjustment. The seven (7) calendar day notice shall not apply in an emergency or other unforeseen situation.

The Employer and the Employee may, by mutual agreement, permit the splitting of an eight and one-half (8 ½) hour workday or an eight (8) hour day, if working an administrative schedule. The two days off will be consecutive except as needed for purposes of scheduling training or other special events. On training days outside the City, the employee will receive pay for the greater of the hours actually spent in training minus lunch and/or other breaks given throughout the training day or eight and one-half (8 ½) hours (or 8 hours if working an administrative schedule).

ARTICLE 18 OVERTIME

Section 18.1.

Administrative Schedule. When an employee is required by the Employer to perform work for more than forty (40) hours in a calendar week, as defined in Section 17.2, they shall be paid overtime pay for such time over forty (40) hours at one and one-half (1 ½) times their regular hourly rate of pay. When an employee is required by the Employer to perform work for more than eight (8) hours in a regular workday, except in cases where the employee is required to double-back when changing shifts, he shall be paid overtime pay for such time over eight (8) hours at one and one-half (1 ½) times their regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Agreement. (e.g.: sick leave and holiday pay; when an employee calls off sick on a holiday upon which they are scheduled to work, holiday pay will be paid, sick leave will not be paid, and accumulated sick leave will not be charged.)

"4 and 2" Schedule. All performed work in excess of regularly scheduled hours in a workday or in excess of all regularly scheduled hours within a 14-day pay cycle, provided that such hours are considered "performed work," will be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay. Compensation shall not be paid more than one for the same hours under any provision of this Agreement.

For the purposes of Section 18.1 (both Administrative and "4 and 2" schedules), paid vacation, paid holidays, paid personal leave days, paid sick leave, and compensatory time off shall be considered "performed work." Other absences from work, paid or unpaid, shall not be considered "performed work." Trading of days off will not result in the payment of overtime.

A day is defined as a twenty-four (24) consecutive hour period commencing at the start of the day shift. Work actually performed on holidays shall be paid at one and one-half (1½) times an employee's hourly rate of pay. Holiday pay will be paid in accordance with Sections 28.1 and 28.2 in addition to pay for hours worked on a holiday. There shall be no pyramiding of overtime.

~~When an employee is required by the Employer to perform work for more than forty (40) hours in a calendar week, as defined in Section 2 of Article 17, he shall be paid overtime pay for such time over forty (40) hours at one and one-half (1½) times his regular hourly rate of pay. When an employee is required by the Employer to perform work for more than eight (8) hours in a regular workday, except in cases where the employee is required to double-back when changing shifts, he shall be paid overtime pay for such time over eight (8) hours at one and one-half (1½) times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. (e.g.: sick leave and holiday pay; when an employee calls off sick on a holiday upon which [s]he is scheduled to work, holiday pay will be paid, sick leave will not be paid and accumulated sick leave will not be charged)~~

~~For the purposes of this section, paid vacation, paid holidays, paid personal leave days, paid sick leave, and compensatory time off shall be considered "performed work." Other absences from work, paid or unpaid, shall not be considered "performed work."~~

Section 18.2. Any bargaining unit employee may request to accumulate compensatory time off in lieu of overtime pay for any authorized overtime worked except paid holidays. An employee shall indicate in writing if he wants to accumulate compensatory time for any authorized overtime prior to the end of the pay period in which the overtime is worked.

Compensatory Time off may not be taken, unless approved by the Chief or the ~~Captain~~Chief's designee, if, when scheduled, it would result in additional overtime in the uniform patrol. Compensatory time requests shall be approved or denied within five days of being submitted to the appropriate supervisor. In the event this provision is legally challenged and determined, by a court or other tribunal with jurisdiction thereof, to be invalid, the use and accumulations contained in the previous sergeants 2007 – 2010 collective bargaining agreement shall become effective, and the parties shall meet and negotiate the subject of compensatory time use and accumulation for the remaining duration of this agreement. Employees may not be permitted to accumulate over eighty (80) hours of compensatory time. Any compensatory time in excess of eighty (80) hours shall be paid. Employees may use up to a maximum of one hundred sixty (160) hours of compensatory time per calendar year. Employees shall be permitted to cash-in accumulated compensatory time at a minimum of twenty (20) hours at a time. Cashing of accumulated compensatory time shall count toward the annual usage cap. Request shall be submitted at least two (2) pay periods in advance and shall be paid in the payroll check.

Section 18.3. The parties to this Agreement both recognize that situations will arise that require bargaining unit employees to work additional hours beyond the normal hours of work per day or per week in order to maintain sufficient personnel on duty as determined by the Employer or to deal with emergencies. In an effort to distribute such additional work assignments equitably, the parties have agreed to the procedures outlined herein.

Whenever the Employer determines that it is necessary to assign overtime to maintain minimum staffing levels for the uniform patrol division and such a staffing shortage resulted from a sergeant being off and creating a vacancy within twenty-four (24) hours of the beginning of the affected shift, overtime shall be distributed by utilizing the following procedure:

A phone call or text message will be made to the primary phone number as designated by the employee.

Step 1: ~~Overtime shall be offered, in either eight (8) or four (4) hour increments on a voluntary basis, in order of rank seniority (most senior first) to sergeants who are on their scheduled day off until the required number of sergeants are obtained, or it is determined that an adequate number of sergeants cannot be obtained using this procedure.~~Available off-duty bargaining unit Sergeants by rank seniority in seven and one-half (7.5) or three and three-quarter (3.75) hour increments, on a voluntary basis.

Step 2: Available on-duty bargaining unit Sergeants by rank seniority in three and three-quarter (3.75) hour increments, on a voluntary basis.

~~If the overtime cannot be filled by the procedure in Step 1, the overtime shall be offered in four (4) hour increments on a voluntary basis, in order of rank seniority, to on duty sergeants first and then to sergeants scheduled to work on the oncoming shift until the required number of sergeants has been obtained, or it is determined that an adequate number of sergeants cannot be obtained using this procedure.~~

Step 3: Available in-coming bargaining unit Sergeants by rank seniority in three and three quarter (3.75) hour increments, on a voluntary basis.~~The remaining overtime required shall be filled through the departmental policy.~~

Step 4: The remaining overtime required shall be filled through the departmental policy.

A bargaining unit Sergeant working overtime shall only do so when approved by a supervisor and shall submit an overtime report. No employee shall work more than twelve and one-half (12.5) hours of continuous work unless approved by the Chief of Police or his designee.

This procedure shall not prohibit the Employer from requiring employees to work overtime during emergencies, when specialized skills are needed, or when an adequate number of employees cannot be obtained by utilizing the above procedures. Advanced scheduled overtime shall be distributed as equally as practicable among qualified employees in the same job assignment. This shall not include special assignments which shall be assigned at the discretion of the Employer.

Except as specifically provided otherwise herein, the Employer may offer overtime opportunities in whatever increments the Employer determines appropriate. Notifying the employee, a member of his household at the residence, leaving a message on a phone recorder, or as a text message, or receiving no answer of the telephone shall constitute an offer of overtime.

Section 18.4. Whenever an employee is called to work at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be guaranteed two (2) hours of work or pay upon arrival at the straight time or overtime rate, whichever is appropriate in accordance with the other sections of this Article. It is understood that any call-in which starts prior to the regular shift and continues in the employees' regular shift or time worked

immediately following the regular shift, shall not be eligible for the minimum as provided above.

Section 18.5. A bargaining unit employee who, in his capacity as a police officer, is required to report for court duty outside of his regular scheduled shift, shall be paid a minimum of two (2) hours pay at the straight time or overtime rate, whichever is appropriate in accordance with other sections of this Article. The two (2) hour minimum will not apply when the court time overlaps or runs contiguous to the employees' regular scheduled shift hours.

ARTICLE 19 SICK LEAVE

Section 19.1. Crediting of Sick Leave. Sick leave shall be earned by bargaining unit employees at the rate of ~~2.34.6~~ hours for each completed ~~forty-eighty (4080)~~ hours of service. An employee will not receive additional sick leave credit for overtime hours worked. Sick leave credit will not be earned while an employee is on an unpaid leave of absence. Unused sick leave shall accumulate without limit.

Section 19.2. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-half ~~(40.5)~~ hour. An employee shall be charged for sick leave only for days and hours for which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or pay period earnings.

Section 19.3. Sick Leave Uses. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

- A. Nonoccupational illness or injury of the employee.
- B. Serious illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary and is verified (immediate family is defined as the employee's spouse, parents, children, step-children, siblings, step siblings, step-parents domestic partner and other close relative living in the same household). Sick leave for family illness or injury reasons shall not exceed three (3) days to enable the employee to secure other arrangements for family care.
- C. Pregnancy, childbirth, and/or related medical conditions and adoption. A male employee may request the employer for the use of a maximum of five (5) days sick leave to care for his wife and family during the post-natal period. If no sick leave balance exists, the employee may be granted a

leave of absence without pay per the provisions for Family and Medical Leave in Article 22. If the absence is eligible for Family and Medical Leave pursuant to the provisions of Article 22, such leave shall be taken simultaneously with sick leave. If either sick leave or Family and Medical leave is exhausted prior to the exhaustion of the other, the remaining leave may continue. If the remaining leave is Family and Medical Leave, other accrued and unused paid time off must be used simultaneously with the Family and Medical Leave.

Section 19.4. Evidence Required For Sick Leave Usage. The employee shall be required to furnish a satisfactory written signed statement to justify the use of sick leave. Authorization for any absence and the approval of any pay for sick leave is dependent on the timely submission of the written sick leave request to the Chief of Police or designee. A written sick leave request may be denied by the Employer based upon any investigation which discloses facts inconsistent with the proper use of sick leave.

The employee may be required to furnish a certificate from a physician to support any absence due to illness or injury if the Employer has cause to suspect that the absence may be unwarranted. If an employee takes sick leave without certification of inability to work by a duly licensed physician or medical authority and such leave exceeds ~~six (6) days or forty-eight~~fifty-one (4851) hours within a calendar year, the employee shall be granted sick leave for any additional hours off during that calendar year only upon certification of inability to work by a licensed physician or medical authority. A physician's medical certification statement shall be required if the absence is for more than three (3) consecutive days.

During prolonged periods of illness or injury leave of more than three (3) consecutive days, the employee may be required to submit a physician's statement at intervals of at least thirty (30) days to justify payment of sick leave.

At the conclusion of illness or injury, the employee shall submit a physician's certificate stating the nature of the medical condition, the specified dates the employee was under the physician's care, and a statement that the employee is physically able to return to work under the current conditions of employment of the employee's job.

Falsification of either the sick leave request or a physician's certificate or using sick leave for purposes other than that for which it is requested may be grounds for disciplinary action up to and including discharge. Nothing in this Article will be construed to mean that paid sick leave will automatically be granted to an

employee requesting it. It is within the discretion of the Employer to approve or disapprove sick leave requests other than provided for above.

Section 19.5. Notification By Employee. When an employee anticipates his absence from work he shall notify the Employer of the expected absence at least two (2) hours prior to the start of his scheduled shift and shall continue doing so for every succeeding day of absence thereafter. If an employee has a prolonged illness or other reason for extended sick leave usage, the employee will notify the Chief of Police and may not be required to notify the Employer on a daily basis.

Section 19.6. Physical Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability to perform the duties of his position. The Employer shall pay the cost of such examination.

Section 19.7. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall result in discipline, up to and including dismissal and denial of sick leave payments. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as determined by the Employer.

Section 19.8. Employees who have exhausted all sick leave and all other forms of paid time off from work vacation leave credits may, at the discretion of the Employer, be granted a leave of absence without pay per the provision of Article 22 (FMLA).

Section 19.9. Payment of accrued but unused sick leave will be made to each employee who retires under the current eligibility requirements set by the Ohio Police and Fire Pension Fund (PFPF) after twenty-five (25) years of service or receives a disability pension from PFPF after ten (10) years of service with the City of Northwood at fifty percent (50%) of the value of the accrued but unused sick leave credit up to the value of ninety-seven-hundred-twenty (90720) days hours of sick leave. Such payment shall be based on the employee's rate of pay at the time of retirement and this payment shall be considered to eliminate all sick leave credit accrued by the employee at the time.

An employee who becomes totally and permanently disabled as a result of injuries sustained in the course of employment with the City, shall receive payment for fifty (50%) percent of the value of the accrued but unused sick leave credit up to the value of one hundred twenty (120) days nine-hundred-sixty (960) hours at the time of retirement. Such payment shall be based on the employee's rate of pay at the time of retirement.

The beneficiary of an employee who dies from other than duty-related causes is eligible to receive payments of fifty (50%) percent of the employee's accrued unused sick leave up to a value of one hundred twenty (120) days sick leave. The beneficiary of an employee who dies from duty-related causes is eligible to receive payment of all the employee's accrued unused sick leave. Such payment shall be based upon the deceased employee's rate of pay at the time of death.

Section 19.10. Bargaining unit employees shall earn sick leave bonus pay for each calendar year worked in which sick leave usage is limited in accordance with the following formula:

"4 and 2" schedule

<u>Sick Leave Hours Used</u>	<u>Sick Leave Bonus</u>
<u>0 - 8.5</u>	<u>Three (3) days off or a lump sum equivalent</u>
<u>9 - 17</u>	<u>Two (2) days off or a lump sum equivalent</u>
<u>17.5 – 25.5</u>	<u>One (1) day off or a lump sum equivalent</u>
<u>26 or more</u>	<u>Nothing</u>

Administrative Schedule

<u>Sick Leave Hours Used</u>	<u>Sick Leave Bonus</u>
<u>0 - 8</u>	<u>Three (3) days off or a lump sum equivalent</u>
<u>8.5 - 16</u>	<u>Two (2) days off or a lump sum equivalent</u>
<u>16.5 – 24</u>	<u>One (1) day off or a lump sum equivalent</u>
<u>24.5 or more</u>	<u>Nothing</u>

Sick Leave Hours Used — Sick Leave Bonus

<u>0–8</u>	<u>Three days off or lump sum equivalent</u>
<u>over 9–16</u>	<u>Two days off or lump sum equivalent</u>
<u>over 17–24</u>	<u>One day off or lump sum equivalent</u>
<u>more than 24</u>	<u>Zero (0)</u>

The employee shall have the sole discretion to elect between receiving the bonus as pay or time off. Sick leave bonus pay shall be paid by separate check in January each year based on each employee's sick leave usage during the previous calendar year. If sick leave bonus days off are elected, they shall be used during the ensuing calendar year or shall be paid and extinguished in the following January as if payment had been initially elected.

If sick leave bonus days off are elected, they shall be used during the ensuing calendar year and on such days that will not cause overtime when scheduled or shall be extinguished.

ARTICLE 20 FUNERAL LEAVE

Section 20.1. In the event of death in the immediate family, a bargaining unit employee will be granted up to three (3) days leave of absence with pay for the purpose of making funeral arrangements and attending the funeral. The immediate family shall be the employee's spouse, mother, father, brother, sister, child, grandparent, current spouse grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, domestic partner, step-child, step sibling, step-parent, or foster child. Upon approval of the Chief of Police, employees may be granted additional days of accrued but unused sick leave to extend funeral leave due to unique circumstances. No doctor's statements will be required for this use, which will not qualify as an occurrence against sick leave bonus.

Section 20.1.1. In the event of death to the aunt or uncle of a full-time employee in the City service, such employee shall be entitled to use one (1) day of sick leave. To qualify for this one (1) day of sick leave, the employee must use it on the day of the funeral and must attend the funeral. This sick day used to attend the funeral will not qualify as an occurrence or be used against sick leave bonus.

Section 20.2. Notification of the circumstances permitting a leave of absence under the provisions of this article shall be given to the Chief of Police prior to absence from duty. Proof of the facts and circumstances claimed to entitle an employee to such leave of absence may be required.

ARTICLE 21 TRADE DAYS OFF

Section 21.1. Employees may be allowed to trade days off with other qualified employees of the same classification when such a trade does not unreasonably interfere with the operation of the Police Department or create any additional cost to the Employer.

Section 21.2. All requests to trade days off shall be made at least three (3) workdays prior to the requested trade and shall be subject to the advance approval of the Chief of Police or ~~Police Captain~~Police Chief's designee. In the case of unforeseen emergencies, the Chief of Police or Police ~~Captain~~Chief's

designee may waive the three (3) workday requirement. The Chief shall establish the methods and procedures for requesting and recording the exchange of days off.*

Section 21.3. The following rules shall apply for trading days off.

- A. There shall be no trades involving more than two (2) employees.
- B. No additional trades will be made by an employee until the first trade day has been repaid.
- C. Any trade day must be repaid within the same work week that the trade took place.

ARTICLE 22 UNPAID LEAVES OF ABSENCE

Section 22.1. The Employer, in its discretion, may grant a leave of absence, without pay, to an employee for a maximum duration of twelve (12) months, and such leave shall not be renewed or extended beyond twelve (12) months.

Section 22.2. No such leave shall be granted unless the employee has requested the leave in writing, and the written request shall state the beginning and ending dates of the requested leave, as well as the reason(s) and necessity for such leave.

Section 22.3. An employee who fails to return to duty at the completion of a leave of absence, without reporting to the Employer, may be terminated from employment.

Section 22.4. Pursuant to the Family and Medical leave Act of 1993, FMLA leave shall be granted to an employee who has been employed for at least twelve (12) months by the City and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month period for the following reasons:

- 1. Because of the birth of a child or placement for adoption or foster care of a child;
- 2. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, or *in local parentis* has a serious health condition;
- 3. Because of a serious health condition that makes the employee unable to perform his employment functions.

The employee must provide the Employer with thirty (30) days advance notice of the leave, or such as is practicable, if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a healthcare provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification. Should a conflict arise between healthcare providers, a third and binding opinion, at Employer expense, will be sought. An employee seeking FMLA leave must first use paid sick time (if applicable under Article 19 of this Agreement), vacation, and personal leave days before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the Employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child, or placement for adoption or foster care of a child, or to care for a sick parent who has a serious health condition. The employee will be responsible for his share of the health insurance cost during the leave. If the employee does not return from the leave, he is responsible for the total insurance premium paid by the City.

It is intended that this article comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

No employee shall be entitled to this leave following leave under Section 26.1 for a continuous period of absence from work. (Absence from work shall be considered continuous if not interrupted by a period of not less than ninety (90) working days following the completion of the injury leave.)

ARTICLE 23 OUTSIDE EMPLOYMENT

Section 23.1. No employee may engage in any outside employment without the advanced, and annual, approval of the Chief of Police. Such approval shall not be unreasonably denied.

Section 23.2. No employee may be employed by any non-city business or entity in any capacity if such non-city business or entity is currently under investigation by; or in administrative, civil, or criminal litigation against, the City of Northwood.

Section 23.3. No employee shall be granted a leave of absence for the purpose of entering the employment of another employer or becoming self-employed, unless, after a review of the circumstances defined in detail by the employee's

written request, the Chief of Police, in the exercise of his sole discretion, does not oppose the granting of such leave. If the Chief of Police disapproves the leave, the employee's request shall be denied, and the Chief's decision shall not be appealable.

Section 23.4. If such leave of absence is falsely obtained, and the employee is found to be employed by another employer or self-employed while on leave, the employee shall be given the opportunity to resign his employment with the Employer. If he fails or refuses to resign, the employee may then be discharged, provided that the factual question of whether the employee was employed by another employer or was self-employed, and only that question, shall be appealable through the grievance procedure contained elsewhere herein.

Section 23.5. All leaves granted pursuant to this Article shall be without pay, and any employee on such unpaid leave shall be entitled to no benefits derived from his employment with the Employer.

ARTICLE 24 JURY LEAVE

Section 24.1. An employee called on for jury service during his regularly scheduled working hours shall be granted a leave of absence during such service with pay.

Section 24.2. If an employee is released from jury service on any workday when four (4) or more hours remain in his normal workday at the time of release, the employee shall then report for work; however, if then directed not to return to work by the Police Chief or his designee, the employee shall then be considered as on leave of absence, with pay, for the remainder of his regularly scheduled workday.

Section 24.3. All compensation received by an employee as a result of his jury service shall be remitted by the employee to the Employer.

ARTICLE 25 MILITARY LEAVE

Section 25.1. The City is committed to supporting any employee who is required to report for military duty (active or reserve.) The City will follow all applicable requirements of federal and state statutes designed to protect employment rights of military personnel. Any employee ordered to military service should meet as soon as possible with the City Administrator in order to fill out any required paperwork associated with such leave. . Vacancies created by military leaves may be filled on a temporary basis by the Employer.

ARTICLE 26 INJURY LEAVE

Section 26.1. In the event a bargaining unit employee is injured while performing his official duties and as a result of such injury is thereafter unable to perform his essential job functions, the employee will receive regular pay, provided he files for Workers' Compensation for a period of time he is actually disabled, as certified by a physician, for a period up to one (1) month from the date of the injury. The employee, to be eligible for compensation, shall submit a Report of Injury form within twenty-four (24) hours of the injury or, if unable to submit a Report of Injury, the supervisor shall submit the report. The receipt of compensation under this article shall not affect the accrual of seniority. Application for Workers' Compensation and the waiver assigning those sums of money he would normally receive as weekly compensation (temporary total compensation) as determined by law for those number of weeks he receives injury leave, shall be made by the employee simultaneous to application for injury leave and upon approval of the claim by the Ohio Bureau of Workers' Compensation, the employee shall pay to the Employer all compensation benefits paid by Workers' Compensation for the period during which the employee received full pay. If the employee is deemed ineligible for Workers' Compensation benefits, he shall be deemed ineligible for any injury leave benefits and the period of absence may be deducted from his accrued sick leave.

Additional injury leave may be granted at the Employer's discretion up to a maximum of five (5) months total injury leave.

Employees injured while on duty shall not be denied holiday pay if the employee is on injury leave on the day before, and/or day after the holiday.

Section 26.2. The employee shall sign a release of information which will allow the Employer to examine the medical records of the employee and the employee may be required to submit to a physical examination by a physician of the Employer's choice for the purpose of establishing the validity of the employee's claim for injury leave. If the employee is found to have been in violation of any law or department rule or is determined to have been negligent resulting in the injury, he shall be denied injury leave. Such denial shall be arbitrable as provided herein.

Section 26.3. The parties hereby agree that there are no "light duty" positions within this bargaining unit and that each regular full-time employee must be capable of performing all of the essential functions of his or her employment with or without a reasonable accommodation.

An employee who is on approved sick or non work-related injury leave may request to work, or be assigned other duties or limited duties, during such period of disability. If such limited work is available, the Employer may assign same.

ARTICLE 27 UNIFORMS

Section 27.1. The Police Chief shall determine the appropriate uniform (to include a bulletproof vest of acceptable quality based upon recommendations of the National Institute of Justice), street apparel for detectives and/or undercover officers and equipment to be worn by bargaining unit employees, and employees shall be required to be in proper uniform upon reporting for duty. Uniform items shall be replaced on an as-needed basis as determined by the Employer. Any articles lost or damaged through negligence of the employee shall be replaced at the employee's expense.

Section 27.2. All uniforms, accessories, and equipment purchased by the Employer shall remain the property of the Employer.

ARTICLE 28 HOLIDAYS

Section 28.1. All bargaining unit employees shall receive the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas
Labor Day	New Year's Eve Day

Section 28.2. The date of the recognized holiday will be the date for the holiday pay.

Section 28.3. An employee who is not scheduled to work on an authorized holiday shall receive a regular day's pay for the holiday provided: (1) the employee has worked the last scheduled working day before and the first scheduled working day after the holiday; or (2) the employee was on injury leave or another approved absence on the last scheduled working day before and/or the first scheduled working day after the holiday. An employee who is scheduled

to work on a holiday but wishes to take a holiday off shall receive a regular day's pay for the holiday if the Employer permits the employee to take the day off.

Section 28.4. An employee who is scheduled to work on one of the authorized holidays shall be paid for work performed at the rate of one and one-half (1½) times the employee's straight time hourly rate for all hours worked plus holiday pay.

Section 28.5. Each employee shall receive ~~two (2) days~~sixteen (16) hours if on the administrative work schedule or seventeen (17) hours if on the 4&2 schedule, with pay known as personal leave days. An employee must utilize such leave days each calendar year. Such leave days shall neither accumulate nor be carried over to the following year, and the employee shall not be paid in lieu of taking the personal leave days. Personal leave days shall be charged in minimum units of ~~four one-half~~ (40.5) hours.

ARTICLE 29 VACATIONS

Section 29.1. Effective with each employee's anniversary date in 2005, full-time employees shall be entitled to vacation, with pay, on an accrual basis. Vacation shall be paid at the employee's regular rate of pay as of the time the vacation leave is used. The amount of vacation to which an employee is entitled is based upon the length of continuous service, as follows:

<u>Length of Service</u>	<u>Weeks of Vacation</u>
Less than 6 years	2
6 years, but less than 12 years	3
12 years, but less than 18 years	4
18 years, but less than 30 years	5
30 years or more	6

Section 29.2. All full-time hourly employees shall accrue hours of vacation leave, on up to forty (40) hours a week, for each hour in active pay status according to the following table:

<u>Length of Service</u>	<u>Hourly Accrual</u>
Less than 5 years	.0385 hours
5 years, but less than 11 years	.0577 hours
11 years, but less than 17 years	.0769 hours
17 years, but less than 30 years	.0962 hours

30 years or more

.1154 hours

Section 29.3. Vacation must be taken by an employee within one (1) year after being entitled thereto. Vacation shall not be carried over and will be used or forfeited, except as otherwise provided herein. If an employee is unable to schedule his vacation during the year of entitlement due to operational conflicts when the employee is required to work by the Employer, the employee will be paid for his vacation not taken or be allowed to carry the vacation over into the following year by written notice to the Chief on or before November 1 of the year of entitlement.

Section 29.4. Vacation requests will be scheduled with the approval of the Employer in accordance with operating requirements.

ARTICLE 30 GROUP INSURANCE

Section 30.1. The Employer agrees to provide, during the term of this Agreement, group health insurance and prescription drug coverage for each bargaining unit employee and their eligible dependents substantially equal to the coverage provided to other City employees.

Section 30.2. The Employer agrees to contribute the same amount per month for single employee coverage and for family coverage for bargaining unit employees as it does for non-union employees. This contribution shall be for the combined premium cost of the group health insurance plan (hospitalization and medical care) and the prescription drug plan. If the combined premium costs exceed the amounts provided for by ordinance, the increase shall be borne by the employee through payroll deduction. Payment of deductibles and coinsurance shall be equal to the plan for nonunion employees. At no time during this Agreement will bargaining unit employees be required to pay more than fifteen percent (15%) of the actual total premium cost for the basic plan which is offered to all employees. However if the City offers additional health care coverage plans other than the basic plan to employees, then those optional plans are only available if the employee is willing to pay the extra cost for such optional selected plan of coverage.

Section 30.3. The Employer agrees to continue to provide bargaining unit employees and their eligible dependents the existing dental insurance program or one of substantial equivalence during the term of this Agreement on the same basis as for non-union employees.

Section 30.4. An employee will continue to receive life insurance and healthcare benefits, but not dental coverage, for a period of twelve (12) months from the date an employee begins a leave of absence for disability purposes. If the employee obtains other employment or the employee's physical condition improves so that the employee is physically able to perform his normal duties and the employee fails to return to work, such life insurance and healthcare benefits shall be terminated. The Employer reserves the right to require a medical certificate be furnished by the employee and/or to require the employee to be examined by a physician of the Employer's choice, at the expense of the Employer, in order to verify the physical condition of the employee.

Section 30.5. The Employer agrees to provide a group term life insurance policy in the amount of \$50,000 for each bargaining unit employee.

Section 30.6. The Employer and the FOP/OLC agree to establish a group insurance committee, the purpose of which is to review and make recommendations regarding the City's group insurance coverages and plans, alternate services, and cost containment programs. The FOP/OLC shall appoint a bargaining unit representative to serve on the committee.

Section 30.7. The Employer agrees to provide for the cost of an eye examination for each bargaining unit employee, to be conducted not more than once every two (2), years and to provide for the payment of up to \$150.00 towards the purchase of safety glasses for any bargaining unit employee that requires safety glasses to perform his or her duties.

ARTICLE 31

PAYDAY

Section 31.1. Bargaining unit employees shall be paid bi-weekly with the pay being due the Friday following the pay period.

Section 31.2. If any error is made in an employee's pay it shall be corrected no later than the next pay period.

Section 31.3. In the event that an error occurs which results in overpayment to an employee, the Employer will deduct said overpayment from the next paycheck.

ARTICLE 32

PAY CHECK DEDUCTIONS

Section 32.1. The Employer agrees to deduct, from the paychecks of employees giving written authorization, any monies for the authorized financial institution and remit same to the authorized financial institution by separate check. The Employer is not obligated to make such deductions for more than two (2) financial institutions for any bargaining unit member.

ARTICLE 33 TRAVEL ALLOWANCE

Section 33.1. Employees authorized and/or requested to use their private motor vehicle on City business will be compensated according to the Citywide policy in effect as of the date on which the travel occurs.

Section 33.2. Employees shall have the right of refusal to use their private motor vehicle when the Police Department has a motor vehicle available.

Section 33.3. Employees shall be reimbursed for meals while traveling for the City according to the citywide policy in effect as of the date on which the travel occurs. The representative of FOP/OLC shall be notified of any changes in the policy.

ARTICLE 34 MEAL ALLOWANCE

Section 34.1. If an employee is required by the Employer to work twelve (12) consecutive hours, such employee shall be reimbursed ~~seven-ten~~ dollars (\$~~7~~10.00) for a meal allowance, which shall be accrued and paid in a lump sum annually in January.

ARTICLE 35 COMPENSATION

Section 35.1. Effective with the first full pay period commencing in July, 202~~5~~2, the hourly rate for Sergeant shall increase ~~73.0025~~73.0025% to \$~~37.5543.98~~37.5543.98 per hour.

Section 35.2. Effective with the first full pay in July 202~~6~~3, the hourly rate for Sergeant shall increase ~~37.0025~~37.0025% to \$~~38.7747.06~~38.7747.06 per hour.

Section 35.3. ~~There shall be a Effective with the first fully pay in July 2024, the hourly rate for Sergeant shall increase 3.0% to \$39.94 per hour-re-opener in 2027 for wages to be effective the first full pay period of July 2027.~~

Section 35.4. Each employee Hired prior to July 1, 2013 who has completed a minimum of five (5) years of continuous employment with the Employer shall receive an annual longevity payment as provided below, beginning in calendar year 2001:

Length of Service

Longevity Payment

Five (5) to ten (10) years of service	\$42/year
Eleven (11) to fifteen (15) years of service	\$44/year
Sixteen (16) to twenty (20) years of service	\$47/year
Twenty-one (21) plus years of service	_____ \$52/year

The Longevity Pay shall be payable in a lump sum minus taxes and pension deductions during the first pay period in December.

Longevity Pay shall exclude all overtime hours worked by any employee.

Section 35.5. Employees working any hours between 1500 hours to 700 hours shall be paid a shift differential of ~~thirty~~ forty cents (\$0.~~30~~40) per hour of the employee's usual hourly wage rate.

ARTICLE 36 EDUCATIONAL ALLOWANCE

Section 36.1. An employee may request tuition reimbursement for up to one hundred percent (100%) to obtain a bachelor's degree in Criminal Justice or Public Administration from an accredited college or university. Employees that presently have a bachelor's degree from any institution would not be eligible to participate in this benefit. The total per employee tuition reimbursement shall not exceed \$3,500.00 per calendar year.

The employee must present satisfactory evidence to the Employer indicating the amount of tuition excluding fees, laboratory costs, and books paid, and proof that the employee has successfully completed the course and obtained a final passing grade of "C" or equivalent. The provisions of this article will be applied as uniformly as possible by the Employer.

Section 36.2. If, within twenty-four (24) months following the completion of an approved course for which tuition was reimbursed to the employee by the City, the employee's service with the City is terminated for any reason other than retirement or the death of the employee; the employee shall be required to pay back to the City the tuition reimbursement received.

ARTICLE 37 WAIVER IN CASE OF EMERGENCY

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the Federal or State

Legislature, the Police Chief, or the City Administrator, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer until the declaring authority determines that the emergency no longer exists:

1. Time limits for the processing of grievances; and
2. Agreements and/or practices relating to the assignment of employees.

However, all other provisions of this Agreement shall remain in full force and effect during the emergency.

Section 37. 2. If valid grievances exist, they shall be processed upon the termination of the emergency in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed prior to the emergency.

ARTICLE 38 MID-TERM BARGAINING AND SEVERABILITY

Section 38.1 In the event the City finds it necessary to implement change(s) during the term of this Contract to a mandatory subject of bargaining, and such changes are not otherwise specifically addressed in a provision of this Contract, the City shall notify the Union of the proposed change(s). The Union may, within ten (10) calendar days of such notice, submit a written demand to bargain the effects of the implementation of the changes affecting members of the bargaining unit unless such changes are specifically addressed in a provision of this Contract.

The parties shall meet and bargain, except where immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations, or (2) legislative action taken by a higher level legislative body after the agreement became effective and requires a change to conform to the statute. If the City takes immediate action due to “exigent circumstances” or “legislative action” as noted above, this Article does not limit the Union’s rights before the State Employment Relations Board.

Section 38.2 Should the Union request negotiations, the parties shall engage in good faith bargaining for a period of not less than five (5) days and not more than ten (10) days. Bargaining shall be conducted by teams consisting of not more than four (4) persons, unless a larger number is mutually agreed to by the City and the Union.

Section 38.3 If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a period of not more than ten (10) days, or until a resolution is reached or impasse is declared by either party, whichever first occurs. The mediator shall be assigned by the State Employment Relations Board, unless the parties mutually agree on a mediator.

Section 38.4 If the parties have not reached agreement by the end of the mediation period or upon declaration of impasse by either party, the City may implement its last offer to the Union. If the City elects to so implement, the Union may submit the unresolved issue(s) to arbitration in accordance with the provisions outlined below.

In the alternative, the City may elect to submit the unresolved issue(s) to arbitration and maintain the status quo until the arbitration award is issued. The arbitrator shall be selected and the hearing conducted in accordance with the provisions outlined below. If the City elects to maintain the status quo pending arbitration and the Union then elects to decline arbitration of the dispute, the City may implement its last offer to the Union.

Section 38.5 Once the unresolved issues are submitted to binding arbitration, the parties shall be confined to a choice of the last offer of each party on each issue submitted.

A. Arbitrator. An arbitrator may be chosen by mutual agreement, or absent mutual agreement, shall be selected in the manner set forth in section 8.5 of this Collective Bargaining Agreement.

B. Arbitration Guidelines. The following guidelines shall apply to arbitration proceedings under this Article:

1. The parties shall arrange for an arbitration hearing to be held not later than twenty (20) days after the selection of the arbitrator. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the unresolved issue(s), each party's final offer as to the issue(s), and the rationale for their position(s).
2. At the arbitration hearing, the arbitrator may hear testimony from the parties and accept other evidence relevant to the issues in dispute.
3. After the hearing, the arbitrator shall resolve the dispute between the City and the Union by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into consideration the following:

- (a) Past Agreements between the parties;
- (b) Comparison of the issues submitted to arbitration and each party's final offer as to each issue with the wages, hours, and terms and conditions of employment generally prevailing in Police Departments of similar size operating under similar circumstances;
- (c) The interests and welfare of the public, the ability of the City to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (d) The lawful authority of the City;
- (e) The stipulation of the parties;
- (f) Such other factors as may be relevant to the arbitrator's decision.

4. Within thirty (30) calendar days of receipt of the arbitrator's decision, the City shall either: (a) implement the modifications in the conditions of employment in accordance with the arbitrator's decision, or (b) abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

5. Arbitration Costs — Arbitration Costs —The cost of the arbitration procedure shall be paid equally between the parties, however, each party to be responsible for its own attorney's and/or consultant's fees.

Section 38.6 Where this Agreement make no specification about a matter, the provisions of applicable law shall prevail.

ARTICLE 39 DURATION OF AGREEMENT

Section 39.1. This Agreement shall be effective the first full pay period following ratification by the bargaining unit and approval by the Council and shall remain in full force and effect through June 30, 202~~8~~⁵ provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

Section 39.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Notice to modify or terminate this agreement shall comply with ORC 4117-1-02. The parties shall commence negotiations within two (2) calendar weeks following receipt of the notice of intent unless extended by mutual consent.*

Section 39.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties, and all other agreements written, oral, or otherwise are hereby canceled.

ARTICLE 40 RETIREMENT BENEFITS

Section 40.1. Employees covered by this agreement shall continue to participate in the Ohio Police and Fire Pension Fund (OP&F). Each employee mandatory contributions to the Ohio Police & Fire Pension Fund shall be designated as “picked up” by the City as contemplated by Internal Revenue Service Revenue Ruling 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee’s income reported by the Board as subject to federal and Ohio income tax shall be the employee’s total gross income reduced by their current percentage amount of the employee’s mandatory Ohio Police and Fire Pension Fund contributions which has been designated as “picked up” by the City and that the amount designated as “picked up” by the City shall be included in computing final average salary, provided that no employee’s total salary is increased by such “picked up”, nor is the City’s total contributions to the Ohio Police & Fire Pension Fund increased thereby.

SIGNATURE PAGE

FOR THE CITY OF NORTHWOOD:

____Mayor

____President of Council

____City Administrator

____Chief of Police

APPROVED AS TO FORM:

____City Law Director

FOR THE FRATERNAL ORDER OF
POLICE, OHIO LABOR COUNCIL,
INC.:

By:_____

By:_____

—

By:_____

APPENDIX A
AUTHORIZATION FOR PAYROLL DEDUCTION OF ASSOCIATION DUES

Name_____ S.S.N._____

Address_____

Employer_____ Position_____

Effective immediately, I hereby assign to the FOP/Ohio Labor Council, from any wages earned or to be earned from said Employer in my present employment as a Police Sergeant, such sums as the financial officer of said Association may certify as due and owing from me as membership dues in such sums as may be established from time to time by said Association.

I authorize and direct my Employer to deduct such amounts from my pay and remit same to the financial officer of the Association at such times in such manner as may be agreed upon by the Employer and the Association at any time while this authorization is in effect.

SIGNATURE

DATE

**ORDINANCE 2025-41 AN ORDINANCE ESTABLISHING A DISPUTE
RESOLUTION AND ADMINISTRATIVE CLAIMS PROCESS FOR THE CITY OF
NORTHWOOD, AND DECLARING AN EMERGENCY.**

WHEREAS, the Ohio Department of Transportation (ODOT) requires Local Public Agencies (LPAs) to adopt a formal dispute resolution and administrative claims policy as a condition for participation in ODOT-funded projects; and

WHEREAS,the City of Northwood has prepared such a policy in compliance with ODOT guidelines.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTHWOOD, WOOD COUNTY, OHIO THAT:

SECTION 1. The Dispute Resolution and Administrative Claims Policy attached hereto as **Exhibit A** and incorporated herein by reference is hereby approved and adopted as the official policy of the City of Northwood for purposes of ODOT Local Public Agency (LPA) projects.

SECTION 2. The City Administrator is authorized and directed to implement the policy and ensure compliance with all ODOT requirements.

SECTION 3. t is found and determined that all formal actions of council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Northwood and the State of Ohio.

SECTION 4. This Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, safety, and welfare of our citizens. This Ordinance shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

Vote to suspend rules:	For:___ Against:___ Abstain:___
Vote on emergency clause:	For:___ Against:___ Abstain:___
Vote on final adoption:	For:___ Against:___ Abstain:___

Adopted this ____ **day of** _____, **2025.** **In Effect:** _____

ATTEST:

Clerk of Council

President of Council

APPROVED AS TO FORM:

APPROVED:

City Attorney

Mayor

City of Northwood
Effective Date:

Dispute Resolution and Administrative Claims Process

Whenever an issue is elevated to a dispute, the parties shall exhaust the City of Northwood's Dispute Resolution and Administrative Claim process as set forth below prior to filing an action in any court of competent jurisdiction. The following procedures do not compromise the Contractor's right to seek relief in any court of competent jurisdiction.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim process. Do not contact City of Northwood personnel who are to be involved in a Step 2 or Step 3 review until a decision has been issued by the previous tier. City of Northwood personnel involved in Step 2 or Step 3 reviews will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision.

Failure to meet any of the timeframes outlined below or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor's right to file a claim.

Disputes and claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes and claims by subcontractors and suppliers against the City of Northwood but not supported by the Contractor will not be reviewed by the City of Northwood. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by the City of Northwood.

Continue with all work, including that which in dispute. The City of Northwood will continue to pay for work not in dispute.

The City of Northwood will not make the adjustments allowed by 104.02.B, 104.02.C, and 104.02.D of the 2023 ODOT Construction and Materials Specifications if the Contractor did not give notice as specified above. This provision does not apply to adjustments provided in Table 104.02-2 of the 2023 ODOT CMS. Mitigation efforts may or may not result in additional costs. Mitigation efforts which result in additional costs will be compensated per 109.05.B or 109.05.C.

Step 1 (On-Site Determination): Contractor should provide immediate oral notification to the City Engineer upon discovering a circumstance that may require a revision to the Contract Documents or may result in a dispute. Upon notification, the Engineer will attempt to resolve the identified issue as quickly as possible

If the Engineer has not resolved the identified issue within two (2) working days after receipt of oral notification, provide written notice to the Engineer of any circumstance that may require a revision to the Contract Documents.

The City Engineer will meet with the Contractor's superintendent within two (2) working days of receipt of the Contractor Written Early Notice set forth in 108.02.F of the 2023 ODOT CMS. They will review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents.

The City Engineer will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting and receipt of substantiating documentation. If the dispute is not resolved, either abandon or escalate the dispute to Step 2.

Step 2 (City of Northwood Dispute Resolution Committee): The City of Northwood Dispute Resolution Committee will be responsible for hearing and deciding disputes at the Step 2 level. The committee will consist of City Administrator, Service Director and Planning Commission Chairperson or designees (other than the project personnel involved).

Within seven (7) calendar days of receipt of the Step 1 decision, submit a written request for a Step 2 meeting to the City Service Director, City Engineer or City Administrator. The City Service Director, City Engineer or City Administrator will assign the dispute a dispute number. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, submit the dispute documentation as follows:

- a) Submit electronic copies of the documentation of the dispute to the City Service Director, City Engineer or City Administrator.
- b) Identify the dispute on a cover page by county, project number, Contractor name, subcontractor or supplier (if involved in the dispute), and dispute number.
- c) Clearly identify each item for which additional compensation and/or time is requested.
- d) Provide a detailed narrative of the disputed work or project circumstance at issue. Include the dates of the disputed work and the date of early notice.
- e) Reference the applicable provisions of the plans, specifications, proposal, or other contract documents in dispute. Include copies of the cited provisions in the dispute documentation.
- f) Include the dollar amount of additional compensation and length of contract time extension requested.
- g) Include supporting documents for the requested compensation stated in letter (f) above.
- h) Provide a detailed schedule analysis for any dispute involving additional contract time, actual or constructive acceleration, or delay damages. At a minimum, this schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay and must comply

with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.

- i) Include copies of relevant correspondence and other pertinent documents.

Within fourteen (14) calendar days of receipt of the Contractor's dispute documentation, the committee will conduct the Step 2 meeting with the Contractor personnel who are authorized to resolve the dispute. The committee will issue a written decision of Step 2 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, either abandon or escalate the dispute to Step 3.

Step 3 Hired Neutral Third Party (Mediation): Submit a written Notice of Intent to File a Claim to the City Service Director, City Engineer or City Administrator, who will serve as the Dispute Resolution Coordinator (DRC), within fourteen (14) calendar days of receipt of the Step 2 decision.

The dispute becomes a claim when the DRC receives the Notice of Intent to File a Claim.

Submit electronic copies of the claim documentation to the DRC within thirty (30) calendar days of receipt of the Notice of Intent to File a Claim. This timeframe may be extended upon mutual agreement of the parties and with approval of the DRC.

In addition to the documentation submitted at Step 2:

- a) Enhance the narrative to include sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project.
- b) Certify the claim in writing and under oath using the following certification:

"I, _____ (Name and Title of an Officer of the Contractor) certify that this claim is made in good faith, that all supporting data is accurate and complete to the best of my knowledge and belief, and that the claim amount accurately reflects the contract amendment for which _____ (Contractor Company name) believes the City of Northwood is liable."

Sign and date this claim certification and have the signature notarized pursuant to the laws of the State of Ohio. The date the DRC receives the certified claim documentation is the date of the City of Northwood's Receipt of the Certified Claim for the purpose of the calculation of interest as defined in 108.02.G.4 of the 2023 ODOT CMS.

- c) An overview of the project.
- d) Response to each argument set forth by the Contractor.
- e) Any counterclaims, accompanied by supporting documentation, City of Northwood wishes to assert.

The City Service Director, City Engineer or City Administrator will then choose Mediation in the manner in which those methods are practiced by the City Service Director, City Engineer or City Administrator, and allowed by law. The DRC will coordinate the agreement of the parties to the Mediation, and the selection of a Mediator. The fees of the Mediator will be shared equally between the City of Northwood and the Contractor. The DRC will obtain a written agreement, signed by both parties, that establishes the Mediation process. The Mediator will have complete control of the claim upon execution of the Mediation agreement.

The Moderator will render a decision within sixty (60) calendar days of the hearing. Within thirty (30) calendar days of receipt of the Moderator's decision, either accept or reject the decision in writing. In the event the Contractor fails to do so, the City Service Director, City Engineer or City Administrator may revoke any offers of settlement contained in the decision.

Mediation is the final step of the City of Northwood's Dispute Resolution Process.

The City Service Director, City Engineer or City Administrator will pay interest in accordance with ORC Section 5703.47 on any amount ultimately found due on a claim which is not paid within 30 days of the expenditure of funds by the Contractor in accordance with ORC 126.30 when all Work related to the Claim is complete. However, interest will not be paid on the amount of any agreed settlement unless specifically itemized and included in the total settlement prior to agreement.

**ORDINANCE 2025-42 AN ORDINANCE ESTABLISHING AND ADOPTING A
GENERAL FUND RESERVE POLICY, AND DECLARING AN EMERGENCY.**

WHEREAS,Ohio Revised Code §5705.13 authorizes the establishment of a reserve balance account in the General Fund to stabilize subdivision budgets against cyclical changes in revenues and expenditures, also known as a Budget Stabilization Fund; and

WHEREAS, the Government Finance Officers Association (GFOA) recommends that municipalities adopt a formal policy on General Fund reserves to maintain adequate levels of fund balance for fiscal stability, to mitigate current and future risks, and to ensure the continuation of essential public services; and

WHEREAS, The City of Northwood seeks to protect its fiscal position from uncertainty, fiscal emergencies, and budget shortfalls through the creation of aGeneral Fund reserve policy; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTHWOOD, WOOD COUNTY, OHIO THAT:

SECTION 1. Pursuant to Ohio Revised Code §5705.13, there is hereby established within the General Fund of the City a Reserve Fund for the purpose of stabilizing the City’s budget against cyclical changes in revenues and expenditures and ensuring sound fiscal management.

SECTION 2. The Reserve Fund Policy, attached hereto as **Exhibit A** and incorporated herein by reference, is hereby approved and adopted as the official reserve policy of the City of Northwood.

SECTION 3. The City Administrator and Finance Director are authorized and directed to implement and administer the Reserve Fund in accordance with Exhibit A and all applicable provisions of Ohio law.

SECTION 4. It is found and determined that all formal actions of council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Northwood and the State of Ohio.

SECTION 5. This Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, safety, and welfare of our citizens. This Ordinance shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

Vote to suspend rules:	For:___ Against:___ Abstain:___
Vote on emergency clause:	For:___ Against:___ Abstain:___
Vote on final adoption:	For:___ Against:___ Abstain:___

Adopted this ____ **day of** _____, **2025.** **In Effect:** _____

ATTEST:

Clerk of Council

President of Council

APPROVED AS TO FORM:

APPROVED:

City Attorney

Mayor

CITY OF NORTHWOOD

BUDGET STABILIZATION “RAINY DAY FUND” POLICY

OHIO REVISED CODE RECOMMENDATION

Ohio Revised Code, section 5705.13 allows for the establishment of a reserve balance account in the General Fund to stabilize subdivision budgets against cyclical changes in revenues and expenditures, also known as a budget stabilization fund

PURPOSE OF POLICY

The purpose of this policy is to protect the fiscal position of the City of Northwood from uncertainty, fiscal emergency and budget shortfalls. A formal policy on the City’s General Fund reserve balance shall be established and known as the Budget Stabilization Fund. The policy shall set a targeted amount of liquid reserves, or unrestricted fund balance, to assist with unanticipated circumstances or events resulting in revenue shortfalls or increased necessary expenditures. This policy shall serve to set the amount of unrestricted funds to be held in reserves, the conditions under which those funds can be allocated and guidelines on the replenishment of those funds in the event they are used for an allowable circumstance.

GOVERNMENT BEST PRACTICES AND COMPLIANCE

The Government Finance Officers Association (GFOA) states that governments should maintain adequate levels of fund balance to mitigate current and future risks (revenue shortfalls and/or unanticipated expenditures) and to ensure stable tax rates. GFOA recommends that governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the General Fund for generally accepted accounting principles (GAAP) and budgetary purposes. GFOA recommends that at a minimum the General Fund balance be no less than two months of regular General Fund operating revenues or expenditures.

Ohio Revised Code 5705.13 allows the establishment of a reserve balance account in the General Fund to stabilize subdivision budgets against cyclical changes in revenue and expenditures, also know as a Budget Stabilization Fund. The amount of money to be reserved in such a fund in any fiscal year shall not exceed five percent of the revenue credited in the preceding fiscal year to the fund in which the account is established.

GENERAL FUND RESERVE POLICY

The City of Northwood will maintain a reserve fund balance within the General Fund as a sound fiscal management practice. Although the City will strive to maintain a General Fund reserve balance within GFOA's best practices, the following parameters shall set the guidelines for establishing the General Fund reserve balance amount:

1. Annual review and establishment of reserve: The amount kept in reserve will be assessed each year as part of the budget process and monitored with the Finance Committee. The General Fund reserve will be assessed against this policy. The General Fund reserve will be presented to City Council as part of the budget presentation. The amount will be based on the currently adopted operational General Fund expenses for the fiscal year.
2. Minimum balance: The City will keep a minimum fund balance within the General Fund of between 16% and 50% of currently adopted operational General Fund expenses for the fiscal year.
3. Funding the Reserve: The following shall dictate the methodologies used for addressing shortfalls within the General Fund reserve balance:
 - (a) If the reserve balance within the General Fund falls below a minimum amount as defined by Item 2 (Minimum Balance), the City Administrator and Finance Director shall provide a report and refunding plan and timeline to the Finance Committee and City Council. Such plan for transfer of funds must be authorized by a majority vote of City Council and passage of a transfer of funds ordinance.
 - (b) The report and refunding plan developed by the City Administrator and Finance Director must address:
 - (1) The time period and contingencies for which the unrestricted fund balance Dropped below the minimum fund balance;
 - (2) Describe how the government's expenditure and/or revenue levels will be adjusted to match any new economic realities contributing to the use of fund balance as a financing bridge; and,
 - (3) Describe the time period over which the components of fund balance will be replenished and the means by which they will be replenished.
4. Use of Fund Balance Reserve: Use of the General Fund's unrestricted reserve balance will be presented within City Council's appropriation measures. City Council shall determine the amount of the preceding year's reserve that will be spent, if necessary, when developing the annual budget.
5. General Fund unrestricted reserve balance acceptable uses: Uses of the City's General Fund reserve balance, include the following, in no particular order:
 - (a) Transfer of funds to the Capital Improvement Fund

- (b) Transfer of funds to the Economic Development Fund
 - (c) Retire, or pay down, existing debt
 - (d) One-time expenses deemed necessary for the continued development of the City
 - (e) Funding projects or objectives highlighted by the Mayor and City Council
 - (f) Expenses related to unanticipated, extreme or unforeseen liabilities such as emergencies, natural disasters and economic downturns
 - (g) Providing short-term capital financing in anticipation of future revenues (ie: receipt of debt-service revenues, reimbursable grants)
6. Budget Stabilization Fund uses: City Council must authorize a transfer out of the fund and the transfer must be used for an authorized purpose. Transfers out of this fund may be used on a restricted basis for the following purposes:
- (a) Operating budget shortfalls, which may include replenishing the General Fund's unrestricted reserve balance to prevent a reduction in the level of public services.
 - (b) To fully or partially support a General Fund deficit
 - (c) Other expenses related to unanticipated, extreme or unforeseen liabilities such as emergencies, natural disasters and economic downturns
7. Request for use of these funds that would result in taking the reserve below the minimum balance established in Section 2. (Minimum balance) must be authorized by City Council through a budget appropriation or amendment passed by Ordinance. Authorization of use of these funds below the minimum balance must be accompanied by a refunding plan and timeline which shall be reviewed and approved by both the Finance Committee and City Council described in Section 3 (a) above.



ITEM REPORT/DISCUSSION

REGULAR CITY COUNCIL MEETING ON: OCTOBER 9, 2025

ORDINANCE 2025-38 AN ORDINANCE AMENDING ORDINANCE 2025-17 PROVIDING FOR THE COMPENSATION OF NON-UNION PERSONNEL OF THE CITY OF NORTHWOOD; AND DECLARING AN EMERGENCY. *2nd Reading*

ADMINISTRATIVE SUMMARY

Ordinance 2025-38 amends the current pay ordinance, which establishes the wage and salary rates for non-union positions. The wages for the two positions—Police Secretary and Assistant Recreation Director—are being recommended for amendment to align with salary expectations for the respective positions and to be consistent with comparable roles.

It is recommended that the City Council adopt Ordinance 2025-38 as an emergency to immediately align wages and salaries with the approved expectations for the employees recommended to fill these positions.

ADMINISTRATORS RECOMMENDATION: *Suspend Rules & Adopt as Emergency*
Adopt as Emergency

**ORDINANCE 2025-38 AN ORDINANCE AMENDING ORDINANCE 2025-17
PROVIDING FOR THE COMPENSATION OF NON-UNION PERSONNEL OF
THE CITY OF NORTHWOOD; AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Northwood has researched the compensation of personnel in similar municipalities in the State of Ohio; and,

WHEREAS, in order to attract and retain high-quality personnel, the City of Northwood must offer compensation to these individuals comparable to neighboring communities.

WHEREAS, It is appropriate to amend the wages for the Police Secretary and Assistant Recreation Director to align with the salary expectations for the positions, consistent with comparable roles and internal equity.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTHWOOD, WOOD COUNTY, OHIO THAT:

SECTION 1. Effective immediately, the maximum compensation rates for the following positions are amended as follows:

C. POLICE EMPLOYEES Hourly		
Police Secretary	25.72 27.56	
F. RECREATION EMPLOYEES		
	Hourly	Per Year
Assistant Recreation Director	23.29 25.48	48,435.75 53,000

SECTION 2. All other provisions of Ordinance 2025-17 not hereinbefore amended or modified shall remain in full force and effect.

SECTION 3. It is found and determined that all formal actions of council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Northwood and the State of Ohio.

SECTION 4. This Ordinance is hereby declared an emergency measure because updating the compensation of these non-union positions is necessary for the immediate preservation of the public peace, safety, and welfare of our citizens. This Ordinance shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

Vote to suspend rules:	For:___ Against:___ Abstain:___
Vote on emergency clause:	For:___ Against:___ Abstain:___
Vote on final adoption:	For:___ Against:___ Abstain:___

Adopted this _____ **day of** _____, **2025.** **Effective:** _____, **2025.**

ATTEST:

Clerk of Council

President of Council

APPROVED AS TO FORM:

APPROVED:

City Attorney

Mayor

**ORDINANCE 2025-39 AN ORDINANCE AMENDING NCO CHAPTER 204.01 (a)
TITLED CITY LOGO.**

WHEREAS, it was recommended the City Logo be updated as part of the City's modernized rebranding.

WHEREAS, it is necessary to amend Section 204.01(a) of the Northwood Codified Ordinances to adopt the updated City logo and ensure consistent use across all official City documents, signage, and communications;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTHWOOD, WOOD COUNTY, OHIO THAT:

SECTION 1. That Northwood Codified Ordinance 204.01 (a), titled City Logo read as follows:

204.01 City Logo

(a) Council hereby adopts the following logo(s) to be known as the City Logo:

PRIMARY

SECONDARY

ICON



SECTION 2. It is found and determined that all formal actions of council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Northwood and the State of Ohio.

SECTION 3. This Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, safety, and welfare of our citizens. This Ordinance shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

Vote to suspend rules: For:___ Against:___ Abstain:___

Vote on emergency clause: For:___ Against:___ Abstain:___

Vote on final adoption: For:___ Against:___ Abstain:___

Adopted this ___ **day of** _____, **2025.** **In Effect:** _____

ATTEST:

Clerk of Council

President of Council

APPROVED AS TO FORM:

APPROVED:

City Attorney

Mayor

2025-34

ORDINANCE 2025-34 AN ORDINANCE AMENDING SECTION 618.16 OF THE NORTHWOOD CODIFIED ORDINANCES (NCO) TITLED PROXIMITY OF ANIMALS TO RESIDENCES. AND DECLARING AN EMERGENCY.

WHEREAS, The Northwood City Council desires to amend Section 618.16 of the Northwood Codified Ordinance (NCO) titled Proximity of Animals to Residences.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTHWOOD, WOOD COUNTY, OHIO THAT:

SECTION 1. That Northwood Codified Ordinance Section 618.16 shall be amended as follows provided hereinafter in Exhibit A attached.

SECTION 2. All other sections of Chapter 618 of the Northwood Codified Ordinances not thereinbefore amended or modified shall remain in full force and effect.

SECTION 3. It is found and determined that all formal actions of council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Northwood and the State of Ohio.

SECTION 4. This Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, safety, and welfare of our citizens. This Ordinance shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

Vote to suspend rules:	For:___ Against:___ Abstain:___
Vote on emergency clause:	For:___ Against:___ Abstain:___
Vote on final adoption:	For:___ Against:___ Abstain:___
Vote to amend:	For:___ Against:___ Abstain:___
Vote to adopt as amended:	For:___ Against:___ Abstain:___

Adopted this ____ day of _____, 2025. In Effect: _____
ATTEST:

Clerk of Council

President of Council

APPROVED AS TO FORM:

APPROVED:

City Attorney

Mayor

EXHIBIT A

618.16 PROXIMITY OF ANIMALS TO RESIDENCES.

(a) No person shall raise, keep or harbor any horse, cow, sheep, goats, swine, chickens, geese, ducks or any other fowl or animal or any number hereof within 200 feet of a residence property line.

(1) Notwithstanding subsection (a), the keeping of chickens (hereinafter “hens”) may be permitted within 200 feet of a residence property line only under the following conditions:

- A. No more than six (6) hens shall be kept on a residential property; roosters are prohibited.
- B. Hens must be confined in a secure, well-ventilated coop and fenced run at all times. Free-range hens shall not be permitted within the City of Northwood.
- C. Coops and runs must be located in the rear yard.
- D. No person shall keep or harbor any animal or fowl that howls, barks, or makes other loud or frequent noises that are unreasonable or disturbing, and that disrupt the peace and quiet of a reasonable person.
- E. No slaughtering of chickens shall occur in the line of vision of any neighboring properties.

(b) As used in this section, the term horse includes pony, donkey and all other equine animals as set forth in Ohio R.C. 959.16.

(c) The provisions of this section shall not apply to domesticated dogs and cats which are not permitted to run at large, nor shall such provisions be applicable to mercantile establishments engaged in the sale of fowl, cattle, sheep or swine for human consumption.

(d) No person being the owner or having charge of any horse, while riding or leading such horse along the streets of the City shall allow the same to go upon any of the sidewalks or in any way to impede the free use of the sidewalks within the City.

(Ord. 69-23. Passed 9-18-69.)

(e) Whoever violates any of the provisions of this section is guilty of a minor misdemeanor and shall be subject to the penalty provided in Section 698.02.

2025-37

ORDINANCE 2025-37 AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS OF THE CITY OF NORTHWOOD; AND DECLARING AN EMERGENCY.

WHEREAS, the 2025 Budget included transfers from the General Fund to the Streets Fund and the Northwood Waste Fund; and

WHEREAS, it is necessary to transfer funds in order to cover those costs;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTHWOOD, WOOD COUNTY, OHIO THAT:

SECTION 1. That the Finance Director is hereby authorized and directed to make the following transfer of funds:

FROM: 110-7610-57015	TO: 222-1400-41404	Street Fund	\$ 225,000
110-7610-57016	230-1400-41404	NW Waste	15,000

SECTION 2. It is found and determined that all formal actions of council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Northwood and the State of Ohio.

SECTION 3. This Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, safety, and welfare of our citizens. This Ordinance shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

Vote to suspend rules:	For:___ Against:___ Abstain:___
Vote on emergency clause:	For:___ Against:___ Abstain:___
Vote on final adoption:	For:___ Against:___ Abstain:___

Adopted this ____ day of _____, 2025. In Effect: _____

ATTEST:

Clerk of Council

President of Council

APPROVED AS TO FORM:

APPROVED:

City Attorney

Mayor



MAYOR'S REPORT

REGULAR CITY COUNCIL MEETING ON: OCTOBER 9, 2025

FIRE:

Chief Whitmore presented the following resignations:

- Part-time Firefighter/EMT Kyle Zapadka resigned his position due to increased family responsibilities
- Part-time Firefighter/EMT Devin Costilla resigned his position due to increased workload at his full-time job.

Chief Whitmore presented the following appointments:

- Kenneth LaGrange as a part-paid recruit firefighter
- Dustin Moon as a part-time firefighter/EMT



CITY ADMINISTRATOR'S REPORT
REGULAR CITY COUNCIL MEETING ON: OCTOBER 9, 2025

TOPIC/ ITEM

DISCUSSION

Opioid Settlement

Request authorization to sign the participation form.

Fall Festival

Reminder: the Fall Festival is this Saturday, the parade starts at 11AM.

Wallick Ashford at the
Enclave Ground
Breaking Ceremony

Thursday, October 16 at 11AM.

Miller Diversified
Contract

Lapses November 13, 2025.



CITY ENGINEER'S REPORT

REGULAR CITY COUNCIL MEETING ON: OCTOBER 9, 2025

Project Name	Project Budget	Current Status	Key Changes Since Last Meeting
Curtice Rd. Resurfacing & Curbs over I-280	\$195,600.00	Design	Finalizing plans & submit to ODOT for approval. Bid after approval.
Dry Creek Aquatic and Riparian Restoration Project	\$500,000.00	In Design	Waiting for 100% design plans from DRG to review. Construction to begin around Nov. 1 of 2025.
ODOT	N/A	Misc. Item	ODOT is working on the timing signal for Curtice Rd.
Wolf Creek Court Drainage Improvements	\$261,775.00	Construction	Contractor has begun the construction improvements. Letters have been sent out for sidewalk assessments.
West Andrus Road Pavement Improvements	\$405,060.12	Construction	Contractor has begun the construction improvements. Letters have been sent out for sidewalk assessments.
Dalling Drive Extension	\$457,300.00 Construction Est.	Design	In the process of designing the improvements. Start to bid project on Oct. 22, 2025. Need motion from Council to advertise for bids.
Northwood 2025 Pavement Resurfacing Improvements	\$ 721,775.00	Construction	Contractor has begun the construction improvements. Anderson and Mary Streets have been finished. Letters have been sent out for sidewalk assessments.

ISSUES REQUIRING COUNCIL ATTENTION

Motion to advertise for Bids

Motion to Award Contract

Project Name	Contractor	Bid Amount
Dalling Drive Extension	Motion to advertise for bids on the project.	\$457,300.00 EST.