

1. Mayor Smith calls the meeting to order
2. Roll Call:  

Randall Atkins	Bill Madison
James Boerio	Steve Riley
Sue Johnson	George Teasdale
3. Guests:  

Mental Health Recovery Services Representative

Larry Cunningham – Childress & Cunningham
4. Floor open to the public:
5. New Business:  

Emergency Resolution 2016-34 authorizing  
mayor to sign agreement with GRW Inc.

First Reading Ordinance 2016-13 Personnel Policy  
Manual

Emergency Resolution 2016-35 authorizing an  
agreement with Choice One Engineering

First Reading Resolution 2016-36 authorizing an  
agreement for snow removal in Stonelake

Authorization of Invoices

Discussion and action on Dillard Pennington  
request

Authorizing agreement with Henry P. Thompson  
for lift stations yearly service (7)
6. Old Business:  

Third Reading – Resolution 2016-27  
Buckeye Power Sales agreement

7. Executive Session

8.. Communications and reports from Village Officials and Committees

- a. Mayor
- b. Fiscal Officer
- c. Solicitor
- d. Administrator
- e. Sgt.
- f. Council Members

9. Adjournment



Village of South Lebanon  
99 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council  
**CC:** Sharon Louallen, Fiscal Officer  
**From:** Jerry Haddix, Village Administrator  
**Date:** October 4, 2016  
**Subject:** October 6th Guests

---

At the Council meeting on Thursday, we have two (2) guests scheduled.

The first guest is a representative from “Citizens for Mental Health” which is in support of the renewal of the upcoming Mental Health Levy on the ballot in November. For more information on the particulars of the levy, you can visit [www.citizens4mh.info](http://www.citizens4mh.info).

Also, the other scheduled guest is Larry Cunningham from Childress & Cunningham who is the architect on the Old School Building. He will be giving an update on the School building renovations.

Let me know if you have any questions or would like additional information.



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## MEMORANDUM

**To:** Mayor & Village Council

**CC:** Paul Revelson, Village Solicitor  
Sharon Louallen, Fiscal Officer

**From:** Jerry Haddix, Village Administrator

**Date:** October 4, 2016

**Subject:** Water & Sewer Rate Study

---

Attached is a resolution and proposal from GRW Inc. for the preparation of a water & sewer rate study for the projection of costs & revenues over the next 5 years. The Village has used them in the past and come highly recommended.

I have samples of a study that they completed for the City of Fairfield from 2011 that are available upon request. Also, they are currently working on updating Fairfield's study.

Let me know if you have any questions or need additional information.

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2016-\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL  
OFFICER TO EXECUTE AN AGREEMENT WITH GRW INC. TO PREPARE A  
WATER AND SANITARY SEWER RATE STUDY, AND DECLARING AN  
EMERGENCY**

**WHEREAS**, based on a rate study conducted by an independent consultant, the Village Council adopted Ordinance 2012-14 and 2012-17 which set Village water and sanitary sewer rates, respectively, through December 31, 2016, and,

**WHEREAS**, this Village Council desires to conduct a water and sanitary sewer rate study prior to making any changes to the Village's water and sanitary sewer rate structure; and,

**WHEREAS**, Village staff recommends GRW Inc. to perform said study; and,

**WHEREAS**, immediate action is required to commence a rate study due to the current water and sanitary sewer rate ordinance expiring on December 31, 2016, in order to preserve the public peace, health, safety and general welfare of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of South Lebanon, Ohio, at least a two-thirds of all members elected thereto concurring:

**Section 1.** That the Council approves and authorizes the Mayor and Fiscal Officer to execute an Agreement with GRW, Inc., as attached hereto.

**Section 2.** That the Council is acting in its administrative capacity in adopting this Resolution.

**Section 3.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 4.** That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

**Section 5.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

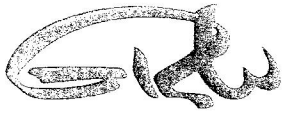
Attest: \_\_\_\_\_  
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended:    /    /2016 (if applicable)	Effective Date –    /    /2016
Vote - _____ Yeas _____ Nays	
First Reading –    /    /2016	Effective Date –    /    /2016
Second Reading –    /    /2016	
Third Reading–    /    /2016	
Vote - _____ Yeas _____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_  
Date:    /    /2016



GRW | engineering | architecture | geospatial  
801 Corporate Drive | Lexington, KY 40503  
859.223.3999 | [www.grwinc.com](http://www.grwinc.com)

September 23, 2016

Honorable Jim Smith  
Mayor, Village of South Lebanon  
99 North High Street  
South Lebanon, OH 45065

Re: Engineering Services Proposal for Preparation of Separate Water Utility and Wastewater Utility Rate Studies

Dear Mayor Smith,

As we recently discussed with Jerry Haddix, we are pleased to provide this engineering services proposal for the preparation of a Water Utility Rate Study and a Wastewater Utility Rate study for the Village of South Lebanon:

Task	Proposed Fee
Prepare Water Utility Rate Study	\$12,000
Prepare Wastewater Utility Rate Study	\$12,000
Total	\$24,000

The proposed rate studies would compile historical utility revenues, expenses and current operating costs. That information along with possible additional capital expenses would be utilized to project future revenue requirements for each utility. We would expect to receive the following historical data from South Lebanon for the past five (5) years (2012 – 2016) including:

- Water Purchased/Wastewater Treatment Purchased (Total Annual)
- Utility Revenues
- Utility Operation and Maintenance Expenses
- Utility Debt Service
- Utility Capital Expenses.

The historical data will be used to project future utility revenues and expenses for the next five years (2017 – 2021). South Lebanon would also furnish any anticipated capital improvements projects over the next five years. We will work together with you and your staff to develop future projections of utility operation and maintenance costs, debt service, capital expenses and required revenues (and associated rates) that would be needed to meet current and future bond coverage requirements.



Please call me if you have any questions concerning this matter.

If this proposal is acceptable to the Village of South Lebanon, please execute and return one (1) copy.

Respectfully yours,

A handwritten signature in cursive script, reading "Bob Smallwood".

Bob Smallwood, P.E.  
Vice President

ACCEPTED BY:

---

Village of South Lebanon

RCS/rb

Enclosure



## **Study Outline Water Utility Rate Study**

1. Purpose of Study
2. Background
3. Existing Water Utility Rate Structure
4. Review of Historical Revenues and Expenses (2012 – 2016)
5. Projected Revenues and Expenses without Rate Adjustment (2017 – 2021)
6. Projected Revenues and Expenses with Rate Adjustment (2017 – 2021)
7. Summary
8. Conclusions

### Appendices:

- Bond Debt Amortization Schedule
- Oakwood Annual Combined Water and Sewer Rate Survey  
(for comparison with other Southwest Ohio utilities)

**Study Outline**  
**Wastewater Utility Rate Study**

1. Purpose of Study
2. Background
3. Existing Wastewater Utility Rate Structure
4. Review of Historical Revenues and Expenses (2012 – 2016)
5. Projected Revenues and Expenses without Rate Adjustment (2017 – 2021)
6. Projected Revenues and Expenses with Rate Adjustment (2017 – 2021)
7. Summary
8. Conclusions

Appendices:

- Bond Debt Amortization Schedule
- Oakwood Annual Combined Water and Sewer Rate Survey  
(for comparison with other Southwest Ohio utilities)



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## MEMORANDUM

**To:** Mayor & Village Council

**CC:** Paul Revelson, Village Solicitor  
Sharon Louallen, Fiscal Officer

**From:** Jerry Haddix, Village Administrator

**Date:** October 4, 2016

**Subject:** Personnel Policy Manual Resolution

---

Based on the feedback from the last Council meeting, Paul made some changes to the draft Personnel Policy Manual (PPM). Those changes are primarily in reference to the blood alcohol level and the discipline section.

I will have all of the forms included by the next meeting for the 2<sup>nd</sup> reading.

Let me know if you have any questions.

**VILLAGE OF SOUTH LEBANON, OHIO**  
**ORDINANCE NO. 2016-\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 2007-15 IN ITS ENTIRETY  
REGARDING THE TEXT OF THE VILLAGE OF SOUTH LEBANON'S PERSONNEL  
POLICY AND PROCEDURE MANUAL**

**WHEREAS**, with the assistance of human resources consultant, Clemans Nelson & Associates, the Village created and the Council approved Village Ordinance No. 2007-15 on November 20, 2007, placing in effect the first Personnel Policy and Procedure Manual for the Village's employees; and,

**WHEREAS**, Clemans Nelson & Associates recently reviewed and recommended certain text amendments to the Village's Personnel Policy and Procedure Manual in order to comply with new employment laws; and,

**WHEREAS**, the Village's Personnel Committee and this Council have reviewed and approved the recommended changes by Clemans Nelson & Associates, as well as made additional recommendations incorporated by the Village Personnel Committee and Village Staff; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

**Section 1.** That the Council does hereby amend Resolution No. 2007-15 in its entirety, with the attached copy hereto which is incorporated by reference herein being approved as the Village's Personnel Policy and Procedure Manual.

**Section 2.** That the Council is acting in its legislative capacity in adopting this Ordinance.

**Section 3.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 4.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this      day of      , 2016.

Attest: \_\_\_\_\_  
Sharon Louallen, Fiscal Officer/Clerk   James D. Smith, Mayor

Rules Suspended:   /   /2016 (if applicable)	Effective Date –   /   /2016
Vote - ____ Yeas ____ Nays	
First Reading –   /   /2016	Effective Date –   /   /2016
Second Reading –   /   /2016	
Third Reading–   /   /2016	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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

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

**PERSONNEL POLICY AND  
PROCEDURE MANUAL**

**FOR**

**THE VILLAGE OF  
SOUTH LEBANON**

**2016**

**Prepared By:**

**CLEMANS, NELSON & ASSOCIATES, INC.**

**485 Metro Place South, Suite 200**

**Dublin, Ohio 43017**

**(614) 923-7700 / (800) 282-0787**

**[www.clemansnelson.com](http://www.clemansnelson.com)**

**(Rev. 08/2013)**

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**INTRODUCTION****SECTION 1.01**

Policies are defined as the basic rules which guide administrative action in accomplishing an organization's objectives. Comprehensive and clearly defined policies, which are consistently and fairly administered, are essential to the success of any organization.

This manual contains those policies set forth for employees of the Village of South Lebanon, Ohio. All personnel charged with the responsibility of administering policy must be thoroughly familiar with the contents of this manual. Furthermore, it is essential that these policies be administered in a systematic, fair, and impartial manner.

It is the responsibility of each Village employee to familiarize himself/herself with the policies contained in this manual and to comply with their administration. Employees should address questions of policy interpretation to their department head or other designated personnel. All employees will receive a copy of the manual for their personal use. However, the manuals are the property of the Village and must be returned by the employee whenever his/her employment is terminated, either voluntarily or involuntarily. Employees will also be required to sign a statement acknowledging receipt of the manual and their responsibility in familiarizing themselves with the policies contained in the manual and the return of the manual at the end of their employment.

Undoubtedly, there will be situations which require administrative interpretations of the policies set forth in this manual. An effort must be made to ensure that such decisions are made as objectively and consistently as possible, keeping the general intent of the policy in mind.

As conditions change within the Village, it may be necessary to add, delete, or revise specific policies which have been affected by such change. Amended or supplementary policies will be issued to all employees.

The policies set forth in this manual supersede all previously written and unwritten Village personnel policies. In the event there is a conflict between the policies set forth in this manual and any applicable law, the applicable law will prevail.

**The policies outlined in this manual are presented as a matter of information only, and may be changed at any time by the employer. This manual is not an expressed or implied employment contract. No representative of the employer has the authority to enter into an agreement with any employee that is contrary to the foregoing.**

If any section of this manual or any amendment thereto is held invalid by operation of law or by a court of competent jurisdiction, or compliance with, or enforcement of any section of this manual is restrained by such court, the remainder of the manual and any amendment thereto shall not be affected and shall remain in full force and effect.

**DEFINITIONS / ABBREVIATIONS****SECTION 1.02**

For the purpose of this manual, the following words or phrases shall be defined as outlined below. The only exceptions shall be when a specific word or phrase is redefined for the purpose of a particular policy.

Absent Without Leave: Failure to report for or be at work without any authorization from the employer to be absent.

Active Pay Status: The conditions under which an employee is eligible to receive pay, including time actually worked, vacation time, holidays, and paid sick leave, paid funeral leave, paid military leave, or paid court leave.

ADA: Americans with Disabilities Act.

Appointing Authority: The Village official, or body, who has the power to appoint (hire) or terminate Village employees.

Classification: A group of positions that involve similar job duties and responsibilities; require similar qualifications, and which are properly designated by a common descriptive title indicating the general nature of the work. A classification may include only one (1) position in some circumstances.

Continuous Service: The uninterrupted service of an employee with the Village where no break in service occurs. Illness, injury, or any other legitimate and properly authorized leave shall not constitute a break in service.

Demotion: The act of placing an employee in a job classification that carries a lower rate of pay than that previously held.

Department: A major administrative division of the Village (police, utilities, etc.).

Employer: The Village of South Lebanon, any Village official or other person or body authorized to act on behalf of the Village.

Excused Absence: Absence from work with the approval of the employer (sick leave, vacation, holiday, etc.).

Exempt Employee: A salaried employee determined to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, and who therefore does not have to legally be paid the statutory minimum wage and/or be compensated, at premium rates, for additional hours worked in the work week.

FLSA: Fair Labor Standards Act.

Full-time employee: For purposes of benefit eligibility, a full-time employee shall be defined as an employee whose regular hours of work normally total thirty (30) hours or more in a week.

Incompetence: The lack of ability, qualifications, or fitness of the employee to perform the duties and responsibilities of his/her position.

Instruction and Cautioning: The discussion a supervisor holds with an employee in which he/she counsels the employee about his/her conduct and impresses upon him/her the need for improvement. This level of corrective action is intended to eliminate misunderstandings immediately and set and maintain standards of conduct and performance. A notation of the date, time, and reason for an instruction and cautioning should be kept in the employee's personnel file, in the event the conduct of the employee does not improve and subsequent corrective action is required.

Insubordination: Intentional failure to do things required of an employee. Refusal to obey an order issued by the employee's administrative superior (supervisor).

Intermittent employee: An employee who works on an irregular or "as needed basis."

Intoxication: The condition of a person affected by the immediate use of intoxicating drinks or other substances; the state of one who is under the influence of controlled substances. The effect produced upon the person by drinking intoxicating liquors or ingesting other intoxicating substances to such an extent that the normal condition of the individual is changed and his/her capacity for rational action and conduct is substantially lessened.

Leave of Absence Without Pay: The period of time during which an employee is excused from active service and receives no pay from the Village.

Malfeasance: The commission of some act which is positively unlawful; the doing of an act which is wholly wrongful and unlawful; the doing of an act which a person ought not to perform.

Misfeasance: The improper performance or commission of some act which a person may lawfully do.

Neglect of Duty: Omission or failure to perform a task that can and should be done, or that is required to be done. An absence of care or attention in the doing. A designed failure, refusal or unwillingness to perform one's duty.

Nonfeasance: Non-performance of some act which ought to be performed, the total omission to perform a required duty, or the total neglect of duty.

ORC: Ohio Revised Code.

Organizational Chart: A chart that illustrates the structure of the Village of South Lebanon's organization and the relationships of its legislative body, executive, administrative, supervisory authorities, and employees. See Form EE in Chapter 10.

Part-time employee: For purposes of benefit ineligibility, a part-time employee shall be defined as an employee whose regular hours of work are less than thirty (30) hours in a week.

Pay Period: The seven (7) day period of time during which an employee earns his/her pay from the Village.

Position: The set of job duties and responsibilities performed by an individual employee as assigned by the employer.

Probationary Period: The period of time at the beginning of an original appointment or immediately following a promotion, which constitutes a trial or testing period for the employee.

Promotion: The act of placing an employee in a job classification that carries a higher rate of pay than that previously held.

Proper Authority: The Mayor, Council, Administrator, Department Head or Supervisor, as indicated herein.

Removal: The termination of an employee's employment with the Village.

Seasonal employee: An employee who works a certain regular season or period of the year performing some work or activity limited to that season or period of the year.

Sick Leave Abuse: The use of sick leave for any purpose other than as provided by these policies. Examples include: calling in sick when the employee is able to work; reporting illness in the immediate family when such illness does not exist; reporting off sick to participate in some other activity or to take care of personal business; establishing a pattern of reporting off sick on certain days of the week or following regular days off; failing to follow the rules and regulations regarding use of sick leave and reporting procedures repeatedly.

Supervisor: An individual who has been authorized by the employer or designee to oversee and direct the work of other employee(s).

Suspension: The act of temporarily depriving an employee employment and pay in order to correct the employee's performance or behavior.

Tardiness: Any situation where an employee reports to work after his/her scheduled starting time or fails to return promptly from authorized breaks or lunch periods.

Temporary Employee: An employee who works in a position of a non-permanent nature for a specified period of time.

Village: The Village of South Lebanon, Ohio.

Working Suspension: A form of discipline whereby the employer may require an employee who is suspended to report to work to serve the suspension. An employee serving a suspension in this manner shall continue to be compensated at the employee's regular rate of pay for hours worked. Such disciplinary action shall be recorded in the employee's personnel file in the same manner as other disciplinary actions, and will have the same effect as a suspension without pay for the purpose of recording disciplinary action.

Written Reprimand: This is the written record of corrective action, usually issued after instruction and cautioning has failed to improve an employee's conduct.

**OBJECTIVES****SECTION 1.03**

The Village of South Lebanon recognizes that a personnel system which recruits and retains competent, dependable personnel is indispensable to effective government operations.

The policies and procedures set forth in this manual are designed to:

- A. Promote high morale and foster good working relationships between the employer and employees of the Village.
- B. Enhance the attractiveness of a career with the Village and encourage each of its employees to give his/her best effort to the Village and the public;
- C. Encourage courteous and dependable service to the public;
- D. Provide fair and equal opportunity for qualified persons to enter and progress through Village service based on merit and fitness as determined through objective and practical personnel management methods;
- E. Ensure that all Village operations are conducted in an ethical and legal manner so as to promote the Village's reputation as an efficient and progressive body.

**CONFLICT OF LAW****SECTION 1.04**

If any section or part of this manual or any amendment is invalidated by operation of law or by order of a court of competent jurisdiction, or compliance with or enforcement of any section or part of this manual is restrained by a court, the law or court decision shall prevail. The remainder of this manual and any amendments shall not be affected by the above action and shall remain in full force and effect, unless the context of the manual as a whole indicates that another section should be invalidated as well to conform with the employer's intent.

**EQUAL EMPLOYMENT OPPORTUNITY****SECTION 2.01**

- A. The Village of South Lebanon is an Equal Opportunity Employer. No personnel decisions concerning any term or condition of employment shall be unlawfully based upon race, color, religion, sex, military status, national origin, age, disability, ancestry, genetic history, or any other protected class except where such criteria constitutes a bona fide occupational requirement.
- B. The Village Administrator or designee is the employer's EEO Coordinator. The EEO Coordinator is responsible for providing information regarding antidiscrimination laws to employees and others, and for reviewing and resolving complaints involving alleged discrimination not resolved by the department head.
- C. The EEO Coordinator shall be responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity. Department heads and supervisors shall maintain responsibility for their actions in regard to offering equal opportunity to each department employee or job applicant and for attempting to resolve discrimination complaints within their respective departments not personally involving the department head.
- D. No inquiry shall be made as to race, color, religion, sex, military status, national origin, age, disability, ancestry, genetic history of an applicant, except as necessary to gather equal employment opportunity or other statistics that, when compiled, will not identify any specific individual. Disclosure of this information by the employee is a voluntary action on the applicant=s part.

**AMERICANS WITH DISABILITIES ACT****SECTION 2.02**

- A. The employer supports the intent and purposes of the Americans with Disabilities Act (ADA), as amended, and will not discriminate against qualified individuals with disabilities because of the disability of such individual in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The EEO Coordinator is responsible for providing information about the ADA to employees and others, and for reviewing and resolving complaints involving alleged discrimination against the disabled.
- C. Accessible Features: The employer shall endeavor to maintain in operable working order all features of facilities and equipment which are for the use, benefit, aid, or service of the public, in a manner which is readily accessible to and usable by persons with disabilities.
- D. Accessible Facilities: Each service, program, and activity shall be operated in a manner that, when viewed in its entirety, shall be readily accessible to and usable by individuals with disabilities.



- E. Accessible Communications: The employer shall ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others.
- F. Information: The employer shall ensure that all interested persons (including those with impaired vision or hearing) can obtain information on the existence and location of accessible services, activities, and facilities.
- G. Fundamental Alteration/Undue Burden: Notwithstanding the above commitments to accessibility, taking action to achieve accessibility is not required when it would result in a fundamental alteration in the nature of a service, program, or activity, or cause undue financial and administrative hardships.
- H. The EEO/ADA Coordinator shall be responsible for:
  - 1. Providing information about the ADA to employees and others.
  - 2. Receiving and resolving complaints involving non-accessibility of services, programs, or facilities and alleged discrimination against disabled individuals.
- I. Complaint/Comment Procedure: Complaints, comments, or questions regarding:
  - 1. Accessibility to any of the Village's programs, services or facilities.
  - 2. Discrimination against individuals with disabilities.
  - 3. The Village's compliance with the ADA; should be filed in accordance with Section 2.5(B).

**DISCRIMINATORY HARASSMENT****SECTION 2.03**

It is the policy of the Village of South Lebanon to maintain an environment free from all forms of discrimination, including gender-based discrimination due to sexual harassment. In order to maintain this environment, discriminatory harassment, whether committed by supervisors, co-workers, or members of the public, is strictly prohibited.

- A. Definition: Discriminatory harassment includes derogatory or vulgar, oral or written communications or actions regarding a person's race, color, sex, religion, military status, national origin, age, disability, ancestry, or genetic history. Sexual harassment, which is a form of sex discrimination, includes, but is not limited to the following:
  - 1. Repeated unwanted and/or offensive sexual flirtations, advances, or propositions.
  - 2. Repeated verbal abuse of a sexual nature or use of sexually degrading words to describe an individual.

3. Graphic or degrading verbal or written comments about an individual, the individual's body, the individual's appearance, or the individual's sexual preference.
4. The display of sexually suggestive objects, pictures, or the display of the same through any media.
5. The implication or threat that an employee's or applicant's employment, assignment, compensation, advancement, career development, or other condition of employment will depend on the employee or applicant's submission to sexual harassment in any form.
6. Any offensive, abusive, or unwanted physical contact.
7. Request for sexual favors.
8. Any other conduct or behavior that may be construed as being sexually degrading or offensive.

B. Responsibility:

1. It is the responsibility of all employees to aid the employer in maintaining a work environment free from discrimination, including sexual harassment. Therefore, it is the responsibility of each employee, including supervision and management, to immediately report any instances of discriminatory harassment to the proper authority (see reporting procedure below). Any employee who observes any conduct that may constitute discriminatory harassment of a co-worker, but fails to report same, may be subject to disciplinary action. Moreover, any employee who receives a complaint alleging conduct which may constitute discriminatory harassment of any Village employee, but fails to report same, may be subject to disciplinary action.
2. It is further the responsibility of each department head or supervisor to ensure that all employees who report to the supervisor are aware of the policy against discriminatory harassment, that they are aware of the complaint and reporting procedures, and that they are aware of the consequences of engaging in discriminatory harassment.
3. It is the responsibility of each department head or supervisor to maintain an environment free from discriminatory harassment. Department heads and supervisors shall familiarize themselves with this Policy, the complaint and reporting procedures, the proper methods of investigating complaints of harassment, and the disciplinary procedures regarding discriminatory harassment.

C. Procedure:

1. Once a complaint of discriminatory harassment has been received, or an instance of discriminatory harassment has been reported, the complaint shall be immediately

forwarded to the proper authority for investigation. This person shall then immediately investigate the matter in accordance with the investigation procedure. The complaining employee and/or the reporting employee will be informed of the results of the investigation.

2. If, after a thorough and prompt investigation, it is determined that discriminatory harassment has occurred, the employee who has been found to have committed discriminatory harassment will immediately be disciplined in accordance with the disciplinary procedure for discriminatory harassment. The complaining and/or reporting employee(s) will be informed of the results of the disciplinary procedure.
3. If, after the investigation, it is determined that no discriminatory harassment occurred, or that there is insufficient evidence to determine whether or not discriminatory harassment has occurred, the complaining employee and/or reporting employee will be informed of the same.
4. The employer will make every effort to keep the complaint confidential, except as required by law and as may be reasonably necessary to successfully complete the investigation.
5. The employer protects, as much as possible, employees involved as part of the investigation, from retaliation.

**MERIT SYSTEM EMPLOYER****SECTION 2.04**

As an entity that receives grants, the Village is committed to the concept of a merit system. Under our merit system, employees and applicants shall be evaluated solely on merit without regard to race, sex, military status, religion, national origin, age, ancestry, disability, genetic history, or any other factor prohibited by law.

**EEO / DISCRIMINATION COMPLAINT PROCEDURE****SECTION 2.05**

- A. Any employee who believes that he/she has been the subject of discrimination or discriminatory harassment, and/or any employee who has witnessed an incident, or incidents of such discrimination or discriminatory harassment, shall report the matter(s) to the proper authority immediately.
- B. Any employee who believes that he/she has been the subject of or witness to discrimination, including sexual harassment, shall immediately report the alleged act(s) to the EEO/ADA Coordinator.
- C. If the EEO/ADA Coordinator is the subject of the complaint, the employee should report the incident to the Mayor. If the Mayor is also the subject of the complaint, the employee should report the incident to Council.

D. The employee alleging discrimination or discriminatory harassment shall complete the Discrimination Complaint form provided for that purpose. The employee should provide the following information:

1. The employee's name.
2. The name of the subject of the complaint.
3. The act(s) complained of.
4. The date(s) of the act(s).
5. Any witnesses to the alleged acts.
6. The remedy the employee is seeking.

This form should be completed by the employee as soon as possible following the alleged act giving rise to the discrimination or harassment complaint.

E. If the employee alleging the discrimination or discriminatory harassment is unwilling to complete the complaint form, the matter should be addressed under the "duty to report" section and the form should be completed by the person(s) to whom the verbal complaint was made. This form should be completed as soon as possible and no later than two (2) days after the date the alleged act of discrimination or harassment was reported.

F. After the Discrimination Complaint form has been completed, the complaint will be promptly investigated by the proper authority.

G. If the investigation reveals that the complaint is valid, prompt action will be taken to end the discrimination and/or harassment immediately.

H. Disability Discrimination - Any person may file a complaint in accordance with the above procedure if the individual believes:

1. An employee has illegally discriminated against the individual under any state or federal anti-discrimination law, including a violation of the ADA or conduct involving sexual harassment.
2. A Village program, service, or facility is not accessible to disabled individuals.

<b>DISCRIMINATION DISCIPLINARY PROCEDURE</b>
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<b>SECTION 2.06</b>
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A. All allegations of discrimination and/or discriminatory harassment shall be promptly investigated.

B. Any employee that makes a false statement and/or false accusations during the investigation will be subject to appropriate discipline in accordance with Village policy.

C. When it is determined that there is cause for believing that an act of discrimination or discriminatory harassment has occurred, the following steps will be followed:

1. All complaints alleging illegal discrimination or discriminatory harassment shall be filed on the Discrimination Complaint form. This form shall be filed as soon as possible after the date the alleged discrimination occurred.
2. The EEO/ADA Coordinator or other designated authority shall investigate all complaints and respond to the complainant in writing as soon as possible following completion of the investigation. If the complainant is not satisfied with the initial written response, he/she may file the complaint with Council.
3. The charged party may immediately be suspended with pay or temporarily transferred pending the final resolution of the complaint.
4. If the charged party requests it, a meeting will be held with the charged party's supervisor during which the charge will be explained to the charged party, and the charged party will be given the opportunity to respond to the charge. Alternatively, this response may be in writing and submitted by the charged party to the charged party's supervisor or another person conducting the investigation.
5. Within ten (10) days following the meeting and/or completion of the investigation, a final determination will be made. If it is determined that a prima facie case of discrimination or discriminatory harassment has been established, the charged employee will be verbally notified and disciplinary action will be implemented.
6. Non-employees found to have committed an act of illegal discrimination against an employee will be dealt with appropriately as allowed by law.
7. When reviewing complaints alleging a violation of the ADA by the Village, the EEO Coordinator or other designated investigator will determine whether the complainant is a "qualified person with a disability," whether the Village may have discriminated against the complainant, and, if so, whether the Village can "reasonably accommodate" the complainant or otherwise resolve his/her complaint.

**POSITION VACANCY & ANNOUNCEMENT****SECTION 3.01**

The employer shall normally post, internally in all Village departments, for five (5) consecutive workdays, vacancies which occur or are imminent within the Village, except in those cases where an employee is eligible for reinstatement from layoff to the vacant position.

During the posting period, any employee wishing to be considered for the vacant position shall submit a written notice of interest to the appropriate appointing authority; the employer shall not be obligated to consider any applications submitted after the close of the posting period.

Vacancies in positions above the entry level shall be filled, insofar as practicable, by the promotion of current qualified employees. If no current employee is deemed to be qualified for the vacant position, the job shall be filled through the selection of a qualified outside candidate. Appointments to vacant positions shall be made based solely on the applicant's knowledge, skills, and abilities, educational background, service time with the Village, performance evaluations, examinations scores, if required, and other job-related qualifications.

**EVALUATION OF APPLICANTS****SECTION 3.02**

- A. Appointments to vacant positions in the Village, either by internal promotion or external selection shall be based solely on which applicant best meets the job-related qualifications and possesses the highest knowledge, skills and ability to perform the essential functions of the position as ascertained through job-related selection methods.
- B. A review of all applications, for which Council is the Appointing Authority, shall first be made by the Village Personnel Committee to determine those applicants, ~~for which Council is the Appointing Authority~~, who possess the minimum, job related qualifications as stated on the position description (e.g., minimum licenses, certifications, experience, etc.).
- C. Upon determination of which applicants meet the minimum job-related qualifications, stated on the position description, the ~~a~~Appointing ~~A~~authority will consider each applicant's:
  - 1. Knowledge, skill and ability to perform the essential functions of the position.
  - 2. Work experience in positions comparable to the vacant position.
  - 3. Work history (i.e., length of past employment, reasons for leaving, etc.).
  - 4. Work record (i.e., attendance, performance, disciplinary actions, etc.).
  - 5. Application appearance.
  - 6. Education, licensure, certifications.
- D. Otherwise qualified applicants may be eliminated from consideration for a position if the applicant:
  - 1. Makes a false statement of material fact on the employment application or other hiring documents.
  - 2. Has committed or attempted to commit a fraudulent act at any stage of the selection process.

3. Is an alien not legally permitted to work.
4. Has previously been terminated for just cause, except in unusual circumstances to be determined by the employer.

If an applicant is hired and it is subsequently discovered that one (1) or more of the above disqualifying criteria apply, the employee may be disciplined or discharged as provided in this manual.

- E. Once a preferred candidate has been selected, the employer may inquire whether the candidate requires an accommodation to perform the job. The employer will not classify a candidate who requires an accommodation as unqualified because that candidate requires an accommodation. However, if the employer cannot provide a reasonable accommodation, or only an accommodation that would cause undue hardship to the employer, the candidate may be considered unqualified.
- F. The applicant shall not be required to submit to a medical examination until the employer has made a conditional offer of employment to the applicant (See Section 3.3, Medical Examination).
- G. The employer may conduct a background check in accordance with the Fair Credit Reporting Act.
- H. The employer shall maintain a record keeping system reflecting the disposition of all job applicants and any necessary data required by the EEOC or any affirmative action plan. Such records shall be kept in accordance with Section 7.12 of this Policy Manual.

<b>MEDICAL EXAMINATIONS – APPLICANTS AND EMPLOYEES</b>
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<b>SECTION 3.03</b>
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- A. A medical examination by a licensed practitioner may be required prior to appointment to evaluate the selected applicants' physical and/or psychological condition as it relates to the applicants' ability to perform the essential functions of the position for which they are applying. Examinations may include any job related examination determined to be a pre-employment requirement.
- B. For purposes of this policy, a "licensed practitioner" is a physician, psychiatrist, psychologist, or other appropriately licensed mental health professional such as a licensed clinical counselor or licensed independent social worker who is licensed to perform the appropriate examination.
- C. All employees are required to maintain their physical fitness at a level which will permit them to efficiently perform the duties of their position and avoid endangering themselves or those they serve subject to the Americans with Disabilities Act. Incumbents of specified positions may be legally required to submit to periodic medical examinations during employment to ensure their continued ability to perform the essential functions of the incumbent's position.

- D. When a medical examination is required, such requirement shall be included in the vacancy announcement.
- E. No medical examination or drug test will be conducted until the employer has made the applicant a conditional offer of employment.
- F. The employer shall select the licensed practitioner to administer the examination and shall pay the cost. Applicants may obtain, with approval of the employer, a waiver of the medical examination requirement for the following reasons:
  - 1. Verified religious opinion or affiliation, or
  - 2. Reinstatement within one (1) year of separation.
- G. After hire, employees may be legally required to submit to medical examinations for certain purposes during their period of employment with the Village. Such an examination is intended to ensure that the incumbents continue to be physically and mentally able to perform the essential functions of their position with or without an accommodation. Examples include, but are not limited to: examination to certify eligibility for leaves of absence; examination to assess for Workers' Compensation; examination required by Occupational Safety and Health programs etc. A medical examination may also be required to determine an employee's ability to return to work following a medically related leave of absence.
- H. Any time an employee is sent to a licensed practitioner for a medical examination, the following language shall be included in the practitioner's form or as an attachment.

**The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically required by law. To comply with this law, we are asking that you not provide any genetic information when responding to this request. "Genetic Information" as defined by GINA, includes: an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.**

**EMPLOYMENT OF RELATIVES****SECTION 3.04**

For the purpose of this policy, immediate family shall be defined as spouse, child, parent, sibling, grandparent, grandchild, step-child, step-parent, child-in-law, sister-in-law, brother-in-law, parent-in-law, regardless of where they live, or any other person related by blood or by marriage and living in the same household. The Appointing Authority of the Village shall not hire or otherwise employ or affect the employment, compensation or duties of any member of his/her immediate family.



No immediate family member of a Village Council member shall be employed by the Village in any capacity.

If an immediate family member relationship is established after employment, the individuals concerned must report the relationship to the Appointing Authority immediately and may be given the option to decide which one of them will transfer to a different position, if one is available and the employee is qualified, or which one of them will be terminated from employment with the Village. If the employees fail to make a decision within two (2) weeks of the employees' family relationship having been established, the Village Council shall decide.

**IMMIGRATION REFORM AND CONTROL****SECTION 3.05**

A. In General: In accordance with the provisions of the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, the employer has adopted the policy set forth below. The Village intends to comply with any such amendments.

1. The employer or designee shall not knowingly hire or recruit or continue employment of any alien hired after November 6, 1986, without substantiating and documenting that alien's eligibility in accordance with provisions established by this policy.
2. The employer has established an employment verification system and shall retain appropriate records establishing that each employee hired after November 6, 1986, is lawfully authorized to work in the United States as either a U.S. citizen or as a properly "documented alien."
3. As a condition of continued employment, the employer shall verify both the identity and the employment eligibility of all applicants considered for employment by following the steps outlined in (2) below.

B. Pre-Employment Requirement:

1. All applicants to be hired, as a condition of employment, shall be required to complete the biographical information requested by Form I-9 at the Village office.
2. A current I-9 form and instructions are available on-line from the U.S. Citizenship and Immigration Services at [www.uscis.gov](http://www.uscis.gov).

C. Post-Hiring Requirements:

1. Within three (3) business days after the appointment of the applicant, the employer shall physically examine the documentation presented by the employee to ensure that the documents presented appear genuine and related to the individual, then complete the remaining portions of Form I-9 located in the Village Office.

2. The employer shall retain Form I-9 and photocopies of the supporting documentation for three (3) years after the effective date of hire or for one (1) year from the date of the employee's separation from service, whichever is later.
3. Form I-9 and copies of supporting documentation shall not be used for any purpose or provided to any agency or person other than for the purpose of complying with the requirements of the Act.
4. Should an employee be rehired or reinstated by the employer within one (1) year of the date of separation, the employer may use the original I-9 form and supporting documentation for the purpose of complying with the Act.

If an employee's authorization to work expires, the employer must immediately re-verify that the employee is still authorized to work based on the employee's documentation of continuing eligibility or new authority to work. The employer must review the document and verify on the I-9 Form, noting the document's ID number and expiration date.

- D. Anti-Discrimination Policy: It is the intention of the employer not to discriminate in hiring on the basis of national origin and citizenship status except as otherwise provided by law. The employer will not unlawfully discriminate against any citizen or national of the United States or against any alien authorized to work in the job at issue.

**NEW HIRE REPORTING****SECTION 3.06**

- A. Generally: In accordance with ORC §3121.89-3121.8911, the employer shall report certain information about employees who are newly hired, rehired, or who return to work after a separation of employment. This information will be used by the Ohio Department of Job and Family Services (ODJFS) to help locate parents who owe child support, to make adjustments in public assistance benefits, and to identify persons who are fraudulently receiving benefits. In addition, new hire reporting information is available to other state agencies to help detect and prevent erroneous unemployment or workers' compensation payments.
- B. Employee Definition: The statute defines employee as any individual who is employed to provide services to an employer for compensation and includes an individual who provides services to an employer under a contract as an independent contractor and who is an individual, the sole shareholder of a corporation, or the sole member of a limited liability company.
- C. Deadline: Information regarding newly hired, rehired or returning employees shall be submitted within 20 days of the hire or rehire date.
- D. There are a variety of ways to report new hires, including online reporting, electronic reporting, and by mail or fax. These options for reporting are discussed in detail on the Ohio New Hire Reporting Center's website at: [www.oh-newhire.com](http://www.oh-newhire.com).

- E. If the employer prefers to submit the Ohio New Hire Reporting form by mail or fax the employer shall complete and forward the form to the address or fax number contained in the top left-hand corner of the form. A copy of this form is included in this manual or can be obtained from the above listed website.
- F. For questions or technical assistance regarding the new hire reporting process employers can contact the Ohio New Hire Reporting Center at (614) 221-5330 or call the toll-free number (888) 872-1490.

**EMPLOYEE ORIENTATION & TRAINING****SECTION 4.01**

Each new full-time and regular part-time employee shall receive a copy of the Village of South Lebanon's Personnel Policy Manual and a copy of the job description that applies to his/her job. Upon receipt, the employee shall execute Form A [Acknowledgment] to verify receipt of the Personnel Policy Manual. Each department head shall either acquaint or designate another employee to acquaint new employees with personnel policies (i.e., pay, insurance, vacation, sick leave, and other related benefits.) The department head, or designee, shall also be responsible for orienting the new employee with his/her department and job responsibilities. The employee shall sign all acknowledgements, forms and documents required by law or the employer.

Training Evaluation: Each department head shall periodically examine current and proposed training programs to ensure their relevance to both the present and projected staffing needs, and the identified training needs of the employees.

On-the-Job Training (OJT): On-the-job training prepares an employee to effectively perform the responsibilities required of his/her position. It allows the employee to learn his/her job duties, correct procedures, and expected performance levels under the immediate direction of an experienced worker. The conduct of such training is the responsibility of department heads or their designees.

Seminars and Job-Related Training Programs: When the budget permits, employees may be permitted to attend seminars and other job-related training programs at the expense of the Village. The advanced authorization of the employer is required before an employee can attend such a seminar or other related program. The Village will not pay for training when it is taken voluntarily and is not directly related to the employee's job duties in the employee's current position.

**PROMOTION****SECTION 4.02**

- A. When job vacancies occur, current qualified employees shall be given the opportunity to apply for such vacant positions.
- B. Factors to be considered for promotion include, but are not limited to, required training course(s), licensing or certification requirements, other minimum qualifications, annual performance evaluation ratings, and the employee's knowledge, skills and abilities to perform the essential functions of the vacant position.
- C. Employees interested in being considered for a posted vacancy shall complete a "Vacant Position Bid Form HH" and submit it to the official designated on the vacancy posting within the posting period.

**DEMOTION****SECTION 4.03**

- A. A demotion is the assignment of an employee to a position which has a lower level of responsibility, classification and compensation. Demotions generally result from an employee's failure to perform the duties of a position at an acceptable level or as a result

of discipline. Demotions may also be voluntarily requested by an employee or as an accommodation for a qualified employee with a disability who is no longer able to perform the essential functions of the employee's position with or without a reasonable accommodation; but can perform the essential functions of a lower classification with or without a reasonable accommodation. Demoted employees shall be reduced in pay to the corresponding pay step in the pay range for the new classification or to the highest step of the pay range that does not provide an increase in pay, at the discretion of the employer.

- B. Employees who desire to be considered for a posted vacancy in a lower classification shall complete a Vacant Position Bid form and submit it to the official designated on the vacancy posting within the posting period.

**PERFORMANCE EVALUATION****SECTION 4.04**

A written performance evaluation provides the employer with an effective mechanism to measure and communicate levels of job performance to employees. It provides the employee with documented, constructive feedback concerning current job performance. Documented performance evaluation serves as a basis for management decisions regarding training needs, job assignments, promotion, and retention of employees. The work performance of employees shall be evaluated in accordance with established procedures.

Each Village employee shall be evaluated annually by his/her Supervisor. Special evaluations may be conducted if deemed appropriate by the department head.

Each employee shall be provided a copy of his/her performance evaluation immediately following the evaluation and be required to sign an acknowledgment of receipt and be given the opportunity to provide written reply comments. The Supervisor shall discuss the evaluation with the employee and shall counsel the employee regarding any improvement in performance which appears desirable or necessary.

**ETHICS****SECTION 4.05**

All Village employees are expected to maintain the highest possible ethical and moral standards and to perform their duties within the laws of the state of Ohio, and rules, codes of ethics and standard procedures as may be set forth by the Village. Each employee assumes the responsibility to serve the public in an honest, efficient, ethical and professional manner.

Employees shall not:

- a. Use their position for personal gain or engage in any transaction which may be in conflict with the proper discharge of the employee's official duties;
- b. Use or disclose confidential or proprietary information concerning the property, government or affairs of the Village without proper legal authorization;

- c. Solicit or accept anything of value, whether in the form of service, loan, item or promise from any person, firm or corporation interested directly or indirectly in conducting business dealings with the Village;
- d. Accept from any person, firm or corporation doing business with the Village any material or service for the private use or benefit of the employee;
- e. Without written authorization of the appointing authority, engage in or accept private employment or render services for private interests when such employment or service may be perceived as incompatible and may affect the proper performance of the employee's official duties or would tend to impair the employee's independent judgment or action in the performance of the employee's official duties;
- f. While an employee, or for one (1) year thereafter, represent another person before a public agency on any matter in which the employee personally participated as an employee;
- g. Receive or agree to receive outside compensation for services rendered in a matter before any office or department of the Village except as provided in ORC Section 102.04; or
- h. Have a personal interest in a contract with the Village or use their position or authority to secure approval of a public contract in which the employee, a member of the employee's family or a business associate has an interest.
- i. Each employee shall review a copy of the Ohio Revised Code Chapter 102 The Ohio Ethics Law and Related Statutes at the time of hire and sign and return Form Z Ohio Ethics Law Acknowledgement.
- j. An employee that has questions concerning any of the aforementioned rules of ethics with respect to the performance of his/her duties, he/she shall speak with his/her supervisor immediately to receive clarification.

**COMPENSATION****SECTION 5.01**

The Village Council, with assistance from the Village Administrator, will establish an equitable compensation system for employees which will establish both a minimum and maximum rate of pay for each classification within the organization.

The Village Administrator shall make recommendations to Village Council for general increases, and make recommendations on decreases to compensation for employees based on performance evaluations or other applicable objective reasons.

Changes in compensation recommended by the Village Administrator due to promotions, demotions, performance evaluations, etc., will be subject to the approval of Village Council.

**JOB DESCRIPTIONS****SECTION 5.02**

The Village of South Lebanon shall administer job descriptions based on analysis of the duties and responsibilities of positions. Job descriptions will be the basis of this plan and shall include a title, nature of work, examples of duties, including essential functions, other duties and responsibilities, and minimum qualifications.

Each employee shall be provided with a copy of his or her job description. Upon receipt, the employee shall execute Form EE [Acknowledgment] to verify receipt of the employee's position or job description.

Each department head shall be provided with copies of the job descriptions which pertain to his/her department and any amendments thereto. Job description titles shall be used in all personnel and payroll matters.

The duties and responsibilities of each position shall be reviewed periodically for accuracy, and adjustments shall be made to the job descriptions when deemed appropriate by such review.

**PAY PERIOD****SECTION 5.03**

There are normally fifty-two (52) weekly pay periods per year. The pay period starts at 12:01 a.m. on Monday and ends at 12:00 midnight on the following Sunday. Employees will be paid every week on Monday. In the event of unforeseen circumstances a grace period of two days (Wednesday) is provided to allow time to complete payroll.

If a holiday occurs on a Monday on which a payday falls, paychecks will normally be issued on the preceding Friday, except under extenuating circumstances where paychecks would be issued on the following work day. Employees who are scheduled off must submit a Payroll Check Request Form FF to request their check forty-eight (48) hours in advance of their last scheduled day of work.

Department heads are to receive any questions regarding an employee's pay and provide the explanations or make the inquiries necessary to resolve the matter.

The Village has the right to implement a program requiring employees to receive wages through direct deposit.

**OVERTIME****SECTION 5.04**

Overtime is generally discouraged and is for emergency situations only. All overtime must be approved in advance in writing by the appropriate Supervisor or designee by using Form F Overtime Authorization Scheduled overtime, which is subsequently cancelled, shall not entitle the employee to any overtime compensation.

Certain salaried employees of the Village may meet the criteria to be exempted from the overtime provisions of the federal Fair Labor Standards Act (FLSA). If the Village decides to exempt such an employee in accordance with the employee's Job Description the employee shall be notified.

In the event a non-exempt employee is required to work overtime, he/she shall be entitled to payment or compensatory time at one and one-half (1-1/2) times his/her regular hourly rate of pay for all hours actually worked in excess of forty (40) hours in the workweek.

The workweek for purposes of computing overtime shall commence at 12:01 a.m. Monday and continue for seven (7) consecutive days to end at 12:00 midnight the following Sunday.

For purposes of this policy, paid leave time (e.g., sick leave) shall not be considered time worked. However, compensatory time off is counted toward overtime accrual. Compensatory time may be used when it does not unduly burden department operations. Time spent overnight on official Village business shall not be considered time worked for purposes of calculating overtime.

Utilities department employees who test water on the weekends will be provided with three (3) hours pay at the applicable regular or overtime rate, or compensatory time per test for that workweek.

All overtime must have the prior written approval of the employee's supervisor. Any employee working in excess of forty (40) hours in a workweek or in excess of the normal work schedule without prior written approval is subject to discipline. However, unusual circumstances and situations may require employees to work overtime without having prior written authorization. In such instances, a written report specifying the overtime worked shall be submitted for approval to the department head on the workday following the overtime worked.

Each non-exempt employee (e.g., an employee subject to the minimum wage and overtime provisions of the Fair Labor Standards Act) must record his/her own hours of work on time sheets or time cards provided by his/her supervisor. Recording of time by a person other than the employee can result in disciplinary action against both parties. If an employee accidentally punches a wrong time card or makes a mistake in the recording of his/her work time, the error must be brought to the attention of the employee's supervisor immediately. The supervisor will initial the time card or time sheet.



All regular full-time, non-exempt employees are required to take an unpaid thirty (30) minute lunch break during the course of their daily employment. Part-time employees may similarly be required to take an unpaid thirty (30) minute lunch break. Employees should consult with their supervisor as to the times lunch breaks occur. Employees are normally not permitted to work during lunch break unless they receive prior approval of their supervisor. Consistent abuse of this lunch break policy may result in disciplinary action.

An employee who has questions as to whether his/her employment status is "exempt" or "non-exempt," should ask his/her supervisor.

**ON-CALL DUTIES****SECTION 5.05**

From time to time certain employees may be placed in on-call status. An employee placed in on-call status is responsible for being accessible at all times by a Village-provided "On-Call" Cell Phone. The employee must answer or return the call to the Warren County Communications Center within five (5) minutes of the initial call and be able to be onsite within thirty (30) minutes. It shall be the employee's responsibility to assure the cell phone is adequately charged and within reception range. No employee placed in an on-call status, may trade or assign his or her on-call duty with a fellow employee without prior written authorization of the Department Head. An employee placed in on-call status shall comply with all provisions of Chapter 7 [Conduct] of the Village's Personnel Policies and Procedures during the time waiting to respond to a call from duty, including without limitation the prohibitions for use of alcoholic beverages and drugs.

If the employees placed on-call are free to pursue their own activities, and the only stipulation is that they be available for on-call duties, they will not be compensated for time spent waiting to respond to a call to duty. However, if an employee in on-call status is directed to perform job duties, he/she will be compensated from the time he/she leaves his/her home, or other location (up to fifteen [15] minutes), to the time he/she returns to his/her home, or previous location.

The provisions of this policy do not apply to any salaried Village employees who have been designated as overtime exempt in accordance with the federal Fair Labor Standards Act.

**PAYROLL DEDUCTIONS****SECTION 5.06**

Certain deductions are made from an employee's paycheck as required by law, in accordance with employee benefit plans, or as requested by the employee. These deductions are itemized on the employee's pay statement which accompanies the weekly check. Deductions include:

- A. Ohio Public Employees Retirement System (OPERS): This is the employee's contribution to the State's retirement system.
- B. Income Taxes: The federal and state governments require that taxes be withheld from each salary payment. The amount of tax to be withheld is determined from tables furnished to the fiscal officer in the treasury department, and varies according to the amount of salary and number of dependency exemptions. Employees are required to complete withholding

tax statements upon initial employment, and must inform the fiscal officer's office of any dependency changes whenever such occur.

- C. Miscellaneous Deductions: Examples include child support payments, garnishments, United Fund, credit union, employee insurance contributions, possible Village charges for withholding, and other legally required or employer approved deductions. The employer may refuse to make deductions, not required by law, below certain prescribed minimum amounts, or which are not on a regularly scheduled basis, or for other causes which the employer deems not in the best interest of the Village.
- D. Authorization: All requests for payroll deductions must be presented in writing by the employee to the fiscal officer who shall make only those deductions authorized by the Village administrator and/or required by law.

**RETIREMENT PLAN****SECTION 5.07**

Most Village employees are required by law to participate in the Ohio Public Employees Retirement System (OPERS). Eligible employees are required to contribute a percentage of their gross pay, as determined by the Retirement Board. Such amount is then deducted each pay period. This amount is more than matched by a contribution from the Village. The Village's contribution is also determined by the Retirement Board.

These plans are independent of the Federal Social Security System. Information on these retirement plans may be obtained by contacting the Village Fiscal Officer. If employees should have any further questions regarding the benefits available under these plans, they may contact the following:

Public Employees Retirement System  
277 East Town Street  
Columbus, Ohio 43215  
(800) 222-7377

**EXPENSE REIMBURSEMENT****SECTION 5.08**

With prior approval of a Request to Attend Training/Conference (Form ), Village employees and officials shall be reimbursed for expenses incurred while in the authorized service of the Village. These expenses include travel, lodging, meals, seminars, conferences, and registration fees. They do not include entertainment expenses. Expenses shall be reimbursed in the following manner.

- A. Mileage and Parking: Employees shall be reimbursed for actual miles, while on authorized business outside of the Village, at the most current rate per mile as set by the Internal Revenue Service (IRS), when using their own personal vehicle. Such payment is considered to be total reimbursement for all vehicle related expenses (i.e., gas, oil, depreciation, etc.). Mileage reimbursement is payable to only one (1) of two (2) or more employees traveling on the same trip, in the same automobile. Charges incurred for parking at the destination and other highway tolls are reimbursable at the actual amount. Receipts are required.

- B. Meals: Expenses incurred for meals while on official Village business will be reimbursed when travel extends through a normal meal period. A per diem rate will be annually established by council. (Receipts are required. Expenses for alcoholic beverages are not reimbursable.)
- C. Lodging: Expenses covering the cost of a motel or hotel room will be paid when travel requires an overnight stay. (Receipts are required.) The maximum amount that the Village will pay for lodging will be determined in advance of the employee's travel by vote of council.
- D. Registration Fees: Employees authorized to attend conferences, meetings, and/or seminars requiring pre-payment of fees shall submit registration materials to the fiscal officer for payment.
- E. Other Expenses: Any other expense, such as airfare, that an employee may incur while engaged in the authorized service of the Village must be approved in advance of the employee's travel in order for the employee to be eligible for reimbursement. Any benefits, perks, or other rewards earned through air travel shall be used for Village travel only.
- F. Expense reports must be submitted by employees to their Supervisor no later than the last day of the month following the month in which the expense is incurred.

When considering any employee's request for job-related travel, the Village will consider the special needs of an employee with a permanent disability that substantially affects the employee's ability to drive, see, hear, etc. The Village will not deny job-related travel to a qualified employee with a disability merely because of the disability.

## INSURANCE

## SECTION 5.09

Each full time Village employee will have the opportunity to participate in the various insurance programs offered by the Village. Each employee will make a weekly co-payment of 11% of the actual premium cost of the medical and dental insurance programs they select. However, the Village reserves the right to require employees to pay a greater share of the Village's insurance costs. Effective date of all of the insurance programs is the first day of the month following the date of hire.

Health Insurance: Full-time employees who qualify for participation in the program in accordance with any eligibility criteria established by the selected carrier(s), shall be entitled to receive single or family group health insurance coverage as determined and provided by the Village. Health insurance coverage terminates upon the last day of the current month after the employee's last day of employment with the Village, unless the employee begins paying the full cost of monthly premiums in accordance with federal COBRA regulations.

Life Insurance: Full-time employees who qualify for participation, in accordance with any eligibility criteria established by the selected carrier(s), shall be covered by a group life insurance

program. Such coverage shall be determined and provided by the Village. Life insurance coverage terminates upon the last day of the current month after the employee's last day of employment with the Village.

Dental Insurance: Full-time employees who qualify for participation, in accordance with any eligibility criteria established by the selected carrier(s), shall be covered by a group dental insurance program. Such coverage shall be determined and provided by the Village. Dental insurance coverage terminates upon the last day of the current month after the employee's last day of employment with the Village.

Vision Insurance: Full-time employees who qualify for participation, in accordance with any eligibility criteria established by the selected carrier(s), shall be covered by a group vision insurance program. Such coverage shall be determined and provided by the Village. Vision insurance coverage terminates upon the last day of the current month after the employee's last day of employment with the Village.

Council members may participate in the vision insurance program provided they pay the entire premium amount.

For purposes of this policy, "full-time employee" shall be defined as any employee of the Village who is regularly scheduled to work thirty (30) hours or more per week.

## **EXPRESSION OF MILK**

## **SECTION 5.10**

The Village shall provide "reasonable break time for a nonexempt employee to express breast milk for her nursing child for 1 year after the child's birth each time such employee has need to express the milk." Employers are also required to provide "a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk."

Employers are required to provide a reasonable amount break time to express milk as frequently as needed by the nursing mother. The frequency of breaks needed to express milk as well as the duration of each break will likely vary.

A bathroom, even if private, is not a permissible location under the Act. The location provided must be functional as a space for expressing breast milk. If the space is not dedicated to the nursing mother's use, it must be available when needed. A space temporarily created or converted into a space for expressing milk or made available when needed by the nursing mother is sufficient provided that the space is shielded from view, and free from any intrusion from co-workers and the public.

**HOLIDAYS****SECTION 6.01**

Full-time employees shall receive the following paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day (full-day)
Fourth of July	Christmas Day
Labor Day	

If a holiday falls on Sunday, it will be observed on the following Monday; if it falls on Saturday, it will be observed on the preceding Friday. If an employee's work schedule is other than Monday through Friday, he/she shall be entitled to holiday pay for a holiday observed on his/her day off, regardless of the day of the week on which it is observed.

In observance of each authorized holiday, full-time employees will normally be granted the day off from work. Full-time employees shall receive straight time pay for each authorized holiday.

In order to receive the holiday pay an employee must work his/her full scheduled workday on the day immediately preceding the holiday and the full scheduled workday on the day immediately following the holiday, unless he/she is absent from work for previously authorized use of sick leave, vacation or comp time.

Any employee required to work on one of the recognized holidays will receive compensation at one and one-half (1-1/2) time rate for all time worked on the holiday.

**VACATION****SECTION 6.02**

Full-time employees shall receive paid vacation in accordance with the following eligibility guidelines:

After 6 months completed	1 week vacation
After 1 year completed service	1 week vacation
2 to 6 years of service	2 weeks vacation
7 to 14 years of service	3 weeks vacation
15 to 19 years of service	4 weeks of vacation
20 years of service and beyond	5 weeks of vacation

After the employee's anniversary date all accrued vacation is to be taken on a calendar year (fiscal year) basis. An employee who is employed in December and is unable to utilize their vacation in that initial calendar year of employment, will be permitted to carry those two (2) weeks into the next calendar year (fiscal year). That employee would be permitted four (4) weeks of vacation in the year following their initial employment. When earning additional vacation that additional week is credited on the employee's anniversary date.

Full-time employees will only have prior service with the Village of South Lebanon counted towards leave accrual.

Vacation requests are granted on a "first come, first served" basis. The decision to grant or deny a vacation request shall be made by the department head and shall be based upon operational concerns and considerations.

An employee may carry over up to a maximum of eighty (80) hours of vacation time for a period not to exceed one (1) year. No carry-over of vacation time exceeding two weeks is permitted except employees with a hire date in December. All compensatory time must be used during the calendar year in which it is accrued. Carry-over of comp time is not permitted. Any remaining vacation time will be cashed out.

Vacation leave is earned during the time an employee is in active pay status. No vacation time is earned when the employee is in an unpaid status, nor is additional vacation time earned through the working of overtime.

**SICK LEAVE****SECTION 6.03**

Sick leave for full-time employees shall accumulate at a rate of 2.3 hours for each forty (40) hours worked. The maximum accrued sick leave shall be one hundred eighty (180) days. An employee must be in active pay status which is defined as hours worked and hours spent on paid leave time (vacation, holidays, sick leave, funeral leave, civil leave). However, a full-time employee shall not accrue additional sick leave through the working of overtime.

An employee may request sick leave upon proper notice in writing to his/her department head or other designated individual. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or illness or injury of a member of the employee's immediate family when personal attention on the part of the employee is necessary.
- B. Exposure of the employee or a member of his/her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Leave approved in excess of Funeral Leave for death of a member of the employee's immediate family.
- D. Medical or dental appointments that cannot be scheduled during off-duty hours.
- E. Pregnancy, childbirth, and/or related medical conditions of the employee. Male employees may use sick leave to care for the employee's wife and family during and following delivery; however, such paid sick leave shall be limited to five (5) consecutive days, unless there are unusual medical complications. Paid sick leave shall not be used for child care purposes.

For the purposes of this policy "immediate family" shall be defined as spouse, child, and parent.

Due to the diverse nature of Village operations, each department head will establish his/her own procedures and requirements regarding an employee reporting off from work due to illness or injury.

A certificate stating the nature of the illness from a licensed medical practitioner shall be required to justify the use of sick leave if an employee is absent from employment due to a medical appointment. The Village maintains the right to investigate an employee's absence, including the right to request that an employee obtain an absence excuse from a licensed medical practitioner. Altering or falsifying a written, signed excuse shall be grounds for discipline.

Vacation leave may be used for sick leave purposes, at the employee's request and with the approval of the department head, after sick leave is exhausted. Employees who have exhausted all sick leave and vacation leave credits may, at the discretion of the employer, be granted a personal leave of absence without pay for a period not to exceed thirty (30) days.

The fiscal officer's office shall keep written records of sick leave accrued or credited, sick leave taken, and the balance of sick leave for each employee. The fiscal officer will notify the department head if an employee does not have enough sick leave to cover a period of absence.

An employee who receives temporary total Workers' Compensation benefits from the state of Ohio for a work-related injury, shall, if the employee has sick leave available, receive sick leave payment from the Village of South Lebanon for the difference between his/her regular pay and the temporary total Workers' Compensation benefits. This shall continue until the temporary total Workers' Compensation benefits are terminated, or until all available and accrued sick leave is used, whichever is earlier. This provision of this policy does not apply to an employee who is eligible to receive partial or permanent disability benefits from Workers' Compensation.

Employees who retire with OPERS may receive payment for twenty-five percent (25%) of unused sick leave balance up to a maximum payment of 240 hours.

**SICK LEAVE DONATION PROGRAM****SECTION 6.04**

Employees of the Village of South Lebanon may donate sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the Leave Donation Program is to allow employees to voluntarily provide assistance to their coworkers who are in critical need of leave due to the serious illness or injury of the employee or a member of the employee's immediate family.

An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:

- a. Or family member as stipulated above has a serious illness or injury.
- b. Has no accrued leave; and

- c. Has applied for all paid leave, workers compensation, or benefits program for which the employee is eligible.

Employees may donate leave if the donating employee:

- a. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned.
- b. Donates a minimum of eight (8) hours.
- c. Retains a sick leave balance of at least 80 hours. Donated sick leave shall never be converted to other leave or into a cash benefit.

The Leave Donation Program shall be administered on a pay period-by-pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received.

Donated leave shall not count toward the probationary period for any employee who receives donated leave during his or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.

**FUNERAL LEAVE****SECTION 6.05**

A full-time employee shall be permitted, upon the approval of his/her department head, up to three (3) working days of paid funeral leave due to the death of an immediate family member. For the purpose of this policy, "immediate family" shall be defined as current spouse, child, parent, brother, sister, step-brother, step-sister, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchildren.

The amount of paid funeral leave, not to exceed three (3) working days, that the employee shall be permitted will be determined by his/her department head based upon the employee's responsibility for making funeral arrangements, the geographical location of the funeral, and other relevant factors.

If the employee requires additional time off due to the death of an immediate family member, he/she may request use of sick leave in accordance with Section 5.3 of this manual.

**MILITARY LEAVE****SECTION 6.06**

Military leave and reemployment from military leave is governed by federal law (See 38 U.S.C. 43 et seq. and 20 C.F.R. 1002 et seq.) and Ohio law (See ORC 5903.01, 5903.02, and 5923.05; and O.A.C. 123:1-34-04 and 123:1-34-05).



**JURY DUTY (CIVIL LEAVE)****SECTION 6.07**

If an employee of the Village is called for court jury duty, he/she will be paid his/her regular salary or wage in full during his/her absence from work. The employee shall be required to turn over all monies received from the court to the Village Fiscal Officer.

The employee will be expected to report for work following jury duty, if a reasonable amount of time remains during his/her scheduled workday.

If an employee is required to appear in a court of law for personal reasons, that employee shall be required to take either vacation leave or leave without pay, at the discretion and approval of the department head.

**LEAVE OF ABSENCE WITHOUT PAY****SECTION 6.08**

The Appointing Authority may, upon written request of an employee, grant an employee a leave of absence without pay, as prescribed below.

- A. In order for an employee to be eligible for a leave of absence without pay, he/she must be employed with the Village for at least one (1) year and have at least a "good" overall performance rating.
- B. The maximum duration of a leave of absence without pay shall not exceed thirty (30) days.
- C. The authorization of a leave of absence without pay is a matter of administrative discretion, and each request shall be decided on a case-by-case basis.

When an employee fails to return to work upon the expiration of an authorized leave of absence without pay, he/she shall automatically be considered as having resigned his/her position with the Village.

If it is determined that an employee is abusing the leave of absence and not actually using it for the purpose specified, the employer may cancel the leave and require the employee to report for work.

**FAMILY AND MEDICAL LEAVE****SECTION 6.09**

- A. The Village of South Lebanon is a covered employer as defined under the Family and Medical Leave Act, but employees are not eligible for family and medical leave because the Village employs less than fifty (50) employees.
- B. Eligibility Requirements: Employees of an employer which employs fifty (50) or more employees who have been employed for at least twelve (12) months, and have completed at least 1,250 hours of service with the employer during the previous twelve (12) month period are eligible for Family and Medical Leave.

(Note: The Village of South Lebanon does not currently employ fifty [50] or more employees.)

- C. Exempt Employees: Employees not eligible for Family and Medical Leave include:
1. Elected officials.
  2. The personal staff of elected officials.
  3. Unclassified, policy making appointees.
  4. Immediate legal advisors to elected officials of the legislative branch.
  5. Independent contractors.
- D. The employer shall post the required 8 inch x 11 inch Family and Medical Leave notice with all other required notices of the Fair Labor Standards Act.
- E. At such time that the Village employs fifty (50) or more employees, the Village administrator shall cause a policy to be prepared for review and passage by the Village council to comply with all FMLA regulations.

**ADMINISTRATIVE LEAVE****SECTION 6.10**

- A. A department head with approval of the mayor or Village administrator or designee, is hereby authorized by this policy to place an employee on administrative leave with pay in circumstances where the health or safety of the employee, other employees, or of any person or property entrusted to the employee's care could otherwise be adversely affected.
- B. The department head will provide the employee with notification when he/she is being placed on administrative leave. The length of the leave shall not exceed the length of the situation for which the leave is granted. For example, in a disciplinary situation such leave might extend until the employer completes an investigation of the matter, conducts a pre-disciplinary conference, and takes action or decides not to do so. Compensation for administrative leave shall be equal to the employee's normal straight-time rate of pay.

**DISABILITY ACCOMMODATION / LEAVE AND SEPARATION****SECTION 6.11**

- A. If an employee is disabled and believes he/she is a qualified individual with a disability as defined in the Americans with Disabilities Act (ADA), as amended, and such employee requires an accommodation to perform the essential functions of his/her appointed position, the employee may request the employer provide a reasonable accommodation.
- B. A disabled employee whom the employer cannot or is not required to accommodate, who has exhausted sick leave, may request an unpaid leave of absence pursuant to Section 6.08.
- C. All questions or inquiries concerning disability accommodation, leaves, or separations shall be directed to the Village Administrator.
- D. Accommodation of Disabled Employee: If a disabled employee, as defined in the ADA, requests an accommodation for such disability, the employer will determine whether the

employee can perform the essential functions of the appointed position with some reasonable accommodation. If the employer determines the employee can perform the essential functions, the employer will attempt to provide a reasonable accommodation. If the employer cannot accommodate the disabled employee in the employee's current position, the employer may place the employee in an equal or lower available vacancy for which the employee is qualified. If no such position is available, the employer may place the employee on an appropriate leave of absence.

- E. The following procedure will be followed if an employee claims a disability and requests an accommodation:
1. The employer will determine whether the employee is a qualified individual with a disability as defined in the ADA; if so
  2. The employer will review the job description and essential functions of the position with the employee; and
  3. The employer will ask the employee whether the employee can perform the essential functions of the job with some accommodation.
  4. Upon requesting an accommodation, the employer will ask the employee what accommodation the employee desires and whether any other accommodation would also allow the employee to perform the essential job functions.
    - a. The employer may consider accommodations that are not suggested by the employee.
    - b. The accommodation the employer selects need only be reasonable and allow the employee to perform the essential functions of the position.
- F. Any accommodation made by the employer shall be considered confidential medical information under the employer's policies and procedures regarding personal information.
- G. If the employee states that the essential functions of the job cannot be performed even with an accommodation, the employer may agree with the employee, or may suggest an alternative course of action.
1. The employer may determine that some accommodation will allow the employee to perform the job to the employer's satisfaction.
  2. The employer may evaluate the employee using current performance standards.
  3. The employer may consider demotion to an existing vacancy when no other accommodation is possible, and the employee is able to perform the alternative job in a satisfactory manner without an accommodation.
  4. The employer may consult a medical advisor or other appropriate licensed practitioner for verification.

- H. When deciding whether an accommodation is reasonable, the employer may consider the following options:
1. Allowing use of leave entitlement for treatment.
  2. Allowing flexible hours.
  3. Providing transportation.
  4. Providing reserved parking spaces.
  5. Providing assistance from other employees.
  6. Allowing the employee to use personally owned equipment or aids.
  7. Reassigning job functions, though the employer need not reassign essential functions.
- I. The employer will not allow additional break time nor promote an employee as an accommodation.
- J. Leave of Absence: A disabled employee, who does not qualify for an accommodation and who has exhausted accumulated sick leave, may request and may be granted up to six (6) months leave of absence without pay if the employee can present written evidence from a licensed physician or practitioner of a probable date the employee will return to the employee's position. Such requests shall be in writing, with supporting evidence attached before such leave will be considered. The employee must demonstrate to the employer's satisfaction that the probable length of disability will not exceed six (6) months.
- K. Disability Separation: When an employee has exhausted accumulated sick leave and vacation leave, and the employee is unable or unwilling to admit to personal incapacity, the employee will be ordered to submit to an examination by a licensed practitioner chosen by the employer to determine if the employee is capable of performing the essential functions of the employee's job classification. The cost of the examination will be paid by the employer.

Should the employee be declared physically incapable of performing the essential functions of the employee's job classification by the licensed physician chosen by the employer, or should the employer determine the employee to be unable to perform the essential functions of any vacant position with the employer, either with or without a reasonable accommodation, the employer will assist the employee in making application for disability retirement through the OPERS or OPFPF, and the employee shall be separated from employment with the Village.

Any appointment made to a position vacated due to an unpaid leave of absence shall be on a temporary basis. Any employee appointed to such a position must be made aware of the temporary nature of the position in writing.

- L. Reinstatement: An employee granted a leave of absence due to a disability shall have the right during the period of the unpaid leave to be reinstated to the same or similar position in the employee's job classification. A written request for reinstatement must be submitted, including a physician's statement indicating the employee is able to perform the essential functions of the employee's position and a return to work date.

The employee shall be reinstated within thirty (30) days after making written request and passing a medical examination showing that the employee can perform the essential functions of the position. The employer may require an examination be conducted by a physician designated by the employer with the cost paid by the employer.

An employee who fails to apply for reinstatement or is found unfit for reinstatement shall be deemed permanently separated from service.

**ATTENDANCE****SECTION 7.01**

The employer shall establish daily work schedules and maintain daily employee attendance records. Regular, predictable, and punctual attendance is an essential function of all Village employees. An employee is expected to report to work when scheduled, remain at work during scheduled hours and not leave work until the end of the scheduled workday.

Absences may only be excused as defined in this manual. Absences without proper authorization and approval will result in corrective action.

**USE OF VILLAGE TOOLS & EQUIPMENT****SECTION 7.02**

- A. Tools, supplies and equipment necessary to perform job duties shall be properly used and maintained. All employees shall be held strictly responsible and accountable for equipment personally issued to the employee, in addition to any generally issued departmental equipment, tools, or supplies used by the employee. All employees are responsible for using and maintaining such assets in a safe and proper manner.
- B. Loss, misuse, neglect, theft, and/or abuse of employer assets is strictly prohibited and may result in discipline and/or demand for payment to the employer for the cost to replace or repair such asset(s). Accidents resulting from misuse or abuse of tools may also be cause for disciplinary action.
- C. An employee's use of Village tools, supplies, and equipment is subject to prior approval of the department head. Use of employer assets for other than work purposes is prohibited.
- D. Presence in, or use of, employer facilities (i.e., office, etc.) during non-work hours by employees is prohibited, unless authorized in advance by the Mayor, Village Administrator or designee.
- E. Employees are responsible for reporting any equipment or property damages, including damages caused by the employee. Employees shall report all damages to the employer and/or department head as soon as possible but in no case more than twenty-four (24) hours after the event or, if the event occurs on a holiday or weekend, on the next working day by completing a Report of Property and Equipment Damage Form GG. Damages done to Village equipment or property, other than accidental damage, shall be cause for disciplinary action.

**USE OF VILLAGE VEHICLES****SECTION 7.03**

- A. This policy is for the use of any motor vehicles owned or leased by the Village, if applicable, for the use of the Village or any department, commission, board, office, or agency under its direct supervision. For the purpose of this policy, the term "employee" hereinafter means the persons comprising of the Village, any employee of any department, commission, board, office, or agency under its direct supervision or jurisdiction, using a vehicle provided by the Village.

- B. No person who is not a compensated employee of the Village may operate a Village-owned or leased vehicle unless specifically authorized by the Village administrator. No employee shall use or permit the use of any vehicle or any supplies for it, except in the transaction of public business or work of the Village. Under Ohio law, however, the Village council has the authority to determine the meaning of and the manner of which employees use vehicles owned or leased by the Village for the transaction of public business, work of the Village, or commuting.
- C. The Village recognizes that to efficiently and effectively carry out the transaction of public business or work of the Village, a reasonable amount of related use may have to be conducted in a Village-owned or leased motor vehicle for incidental but closely related business use (i.e., rest and lunch breaks); provided that the employee does not deviate from the route to the next work site.

Village-owned or leased vehicles are not provided as a means of compensation to employees.

Only passengers on official Village business shall be permitted in all Village-owned or leased vehicles except as approved and/or authorized under R.C. 1551.25, (Ride Sharing).

- D. It is not the policy of the Village to provide fleet and/or pool vehicles for the transaction of public business whenever an employee or department head authorizes travel by automobile.

Vehicles owned or leased by the Village shall not be used for commuting to and from work, except as permitted in writing by the Village.

- E. It is recommended that a Village employee operating a Village-owned or leased vehicle drive to a safe location and park the vehicle prior to using a cellular telephone and/or pager. Employees shall not text or check e-mail while operating a Village-owned or leased vehicle in motion. Employees who violate this policy may be subject to disciplinary action.

- F. Smoking is prohibited in all Village-owned or leased vehicles.

- G. All operators and passengers in Village-owned or leased vehicles will comply with the following:

1. Operator's License: All operators of any Village-owned or leased vehicles must have a valid state-issued operator's license, which includes the specific class of vehicle being operated. Suspension of an employee's operator's license will result in a suspension of any and all Village-approved driving privileges. Any employee who is authorized to use a Village-owned or leased vehicle and whose operator's license is suspended, must notify their immediate supervisor of this fact at the earliest of the following: day of suspension or next working day. A department head or supervisor must notify the Village Administrator within the same time limitations.

2. Seat Belts: As required by the Ohio Revised Code, all front seat passengers of a Village-owned or leased vehicle or privately-owned vehicle, while being operated in the transaction of public business or work of the Village, shall wear safety belts at all times while the vehicle is in operation. Rear seat passengers shall also wear safety belts. The vehicle operator is responsible for insuring all passengers wear safety belts. Failure by any employee to comply with this provision must be reported to the appropriate supervisor.
3. Alcohol and other Substances: All employees and/or other persons authorized to use a Village-owned or leased vehicle shall not operate any Village-owned or leased vehicle while under the influence of any alcohol with a prohibited blood alcohol level of 0.04.00 or greater or any controlled substances. Alcoholic beverages, controlled substances, and/or illegal drugs are not to be used or transported in, or on any Village-owned or leased vehicles. Legally prescribed medications are permissible only when their use does not adversely affect the employee's driving ability.
4. Accident Reporting/Traffic Citations: In the event of an automobile accident, the vehicle operator is responsible for contacting the appropriate law enforcement agency immediately, or as soon after the accident as is practical.

All accidents shall be reported to the operator's respective supervisor as immediately as is practical. Accident reports are to be completed and submitted to the supervisor who will report the information to the Village Administrator as soon as possible, but in no event beyond twenty-four (24) hours of the event or, if the event occurs on a holiday or weekend, on the next working day.

All parking, moving violations, penalties, and/or other fines received during the operation of a Village-owned or leased vehicle are the full responsibility of the operator.

Operators of any Village-owned or leased vehicle that establish poor driving records may be directed to attend a defensive driving and/or a driver training course by the Village Administrator and/or by their immediate supervisor if they are to maintain authorization to operate a Village-owned or leased vehicle. The determination of an employee to attend the above-referenced classes shall be in the sole discretion of the Village Administrator and/or their designee.

5. Preventive Maintenance and Service: All Village-owned or leased vehicles shall receive preventative maintenance according to standards established by the Village. All elected department heads who have vehicles assigned to their department are responsible for insuring required maintenance and service is scheduled. Any vehicle operators shall immediately notify their supervisor should they detect any unsafe or hazardous condition in or upon any and all Village-owned or leased vehicles. The supervisor shall, in turn, be responsible to schedule such service.

All Village-owned or leased vehicles shall be fueled in accordance with the policy set forth by the Village Administrator. Village gasoline credit cards shall be used



to purchase gasoline, oil, etc. for all Village-owned or leased vehicles on official Village business only unless other arrangements have been made and approved by the Village Administrator.

All operators of any Village-owned or leased vehicle shall be responsible for the appearance (interior and exterior) of the Village vehicle they are using and/or which has been assigned to them.

6. Insurability: All employees required to drive a Village-owned vehicle, or drive their own vehicle on Village time must be insurable under the Village's Liability Insurance Plan. Any employee deemed uninsurable by such insurance company may be disciplined up to and including termination.
- H. Use of Personal Vehicles for Village Business: All Village employees who are required to, or who choose to use their personal vehicles in the transaction of public business or work of the Village, will be reimbursed on a mileage basis at the authorized Village rate subject to approval by the Village administrator and submission of transaction or public business or work of the Village. All employees who drive must maintain their own liability insurance in accordance with the Village's vehicle insurance policy. The Village may request proof of automobile insurance coverage from each employee.
- I. Record Keeping: All employees, prior to operating a Village-owned or leased vehicle or a personal vehicle in the transaction of Village business or work, shall be given a copy of the Village Vehicle Use policy and acknowledge receipt of the same. The Village Administrator shall maintain these records.
- J. Village-owned vehicles shall not be used for personal use by employees.
- K. External Marking of Village Vehicles:  
  
Vehicles may be unmarked in the interest of the public safety or by the nature of the public business conducted as determined by the Village.
- L. Any employees who fail to comply with the vehicle policies and procedures and/or who misuse or abuse any Village-owned or leased vehicles or equipment may be subjected to disciplinary actions which may include, but is not limited to, the following:
  1. Written notice of the violation.
  2. For recurring traffic violations or accidents, the person may be assigned to attend a defensive driving or driving instruction class.
  3. Loss of driving privileges – not permitted to drive Village-owned or leased motor vehicle.
- M. In those cases where the Village employee's job requires driving a Village-owned or leased vehicle, suspension of the employee's driver's license may result in reassignment or termination of employment.

**DEVICES**

- A. This policy applies to all employees of the Village who are authorized to possess and use a cellular phone, pager, laptop computer, personal computer, or other electronic device purchased and/or provided by the Village.
- B. Employees enjoy no expectation of privacy in these devices which may be audited by the Village with or without notice.
- C. Acquisition and Return of Village Cellular Telephones and Pagers: Once a cellular telephone, pager, or laptop computer has been provided, the recipient shall acknowledge in writing that they have received the equipment and a copy of this policy.

If a Village cellular telephone and/or pager is damaged, lost, or stolen, it must be reported by the employee to their immediate supervisor as soon as possible; the immediate supervisor shall notify the Village Administrator, who will make the necessary arrangements for termination of service and/or arrange a replacement.

When an employee no longer needs a cellular telephone and/or pager, or terminates employment or otherwise loses the authorization to possess or use a Village cellular telephone and/or pager, the employee shall return all Village-provided cellular telephone and/or pager equipment and/or accessories immediately.

- D. Proper and Improper Use: Except for urgent or unanticipated situations where no other form of communication is available, Village cellular telephones and/or pagers are provided for official Village business only. The frequency and duration of such unofficial calls must be kept to a minimum. Text messages shall be considered "calls" regarding this policy and may be audited at any time.

Except as provided for above, a Village cellular telephone and/or pager shall not be used for any of the following:

- 1. Any call made in relation to an employee's personal business.
- 2. Any call made for the purpose of personal entertainment, including, but not limited to, "900" numbers or other pay per call numbers.
- 3. Any general or routine calls made in relation to an employee's personal life.
- 4. Any call of an obscene, threatening, harassing, or otherwise offensive nature that would be illegal, prohibited, or inappropriate as defined by law, or which would be in violation of any other Village policy.
- 5. Accessing social media in violation of Section 7.07, Social Media policy.

Employees are advised that all communications including, but not limited to, voice mails, text messages, pages, and/or e-mail communications, are not confidential and are subject to review for the purpose of enforcing the policies stated herein.

- E. Employees who are provided with a Village cellular phone are not permitted to carry a personal cellular phone with them during working hours. Violation of this policy may result in disciplinary action.
- F. Penalties for Misuse of a Village Cellular Telephone or Pager: Employees who misuse a Village cellular telephone, pager, or laptop computer will be responsible for reimbursement as required; will lose their authorization to possess a Village cellular telephone, pager; and/or laptop computer, and may be subject to disciplinary action up to and including termination.

**CREDIT CARD USE****SECTION 7.05**

All credit cards, credit card accounts and other such charge accounts shall be established by and obtained through the fiscal officer.

The fiscal officer shall maintain current records regarding all such accounts, the number of cards issued and to whom issued and shall keep the mayor and/or designee and council informed of such accounts.

All cards issued to the Village are to be kept secure by the fiscal officer. The fiscal officer will maintain a sign-out /return system for the purpose of tracking credit card usage.

Upon prior authorization, credit cards shall only be used for purchases for official Village business, which shall not include items of personal consumption (e.g., meals, refreshments, etc.).

Upon prior authorization, employees using gas or petroleum credit cards shall use such cards only for purchases related to the maintenance of the vehicle.

**USE OF COMPUTER/INTERNET/ELECTRONIC MAIL****SECTION 7.06**

A. Purpose:

1. The use of Internet, electronic mail, and online services has great potential to enhance the productivity of Village of South Lebanon employees in all departments. At the same time, as in the case with all Village resources made available to employees, abuse is possible. Computer, Internet, and electronic mail usage may be monitored by the system itself or by other personnel at any time. The use of any electronic technology resources of the Village implies acceptance of all current operational policies and procedures.
2. The purpose of this policy is to establish guidelines and minimum requirements governing the acceptable usage of Village-provided Internet, electronic mail, and online services. By establishing and maintaining compliance with this policy, risks and costs to Village of South Lebanon government as a whole can be reduced while the valuable potential of these resource tools are realized. The objectives of this policy are to assure that:

- a. Disruptions to Village government activities from inappropriate use of Village-provided Internet, electronic mail, and online services access are avoided.
  - b. Users are provided guidelines describing their personal responsibilities regarding confidentiality, privacy, and acceptable use of Village-owned Internet, electronic mail, and online services access.
3. The Village of South Lebanon promotes Internet and electronic mail use that enables employees to achieve their various departmental missions and goals, and to improve Village government in general. These resources are intended to assist in the efficient and effective day-to-day operations of Village government.

B. General Standards of Conduct for Internet Use:

1. Any use of Village computers or on-line computer services to facilitate illegal activity is prohibited.
2. Use of the Village's electronic services to access obscene, pornographic, or sexually offensive materials is prohibited, unless such use is authorized as part of a police investigation.
3. Use of the Village's electronic services for political, commercial or for-profit purposes is prohibited. This includes buying, selling and bartering, including, but not limited to, the use of credit cards. Employees must use discretion when using the Village's electronic services for personal use. When proper discretion is not used, disciplinary action will be taken. Employees are cautioned that network communications will be tracked. Employees are encouraged to use reasonable judgment with such use.
4. The use of electronic services to play internet games or shop online.
5. Disruption of electronic services, supporting equipment, or information available on it is prohibited, including, but not limited to, tampering with hardware or software, vandalizing or destroying data, introducing or using computer viruses, attempting to gain access to restricted information or networks, violating copyright laws or installing non-Village-owned software of any kind.
6. The use of electronic services to harass other users or to transmit materials likely to be offensive or objectionable is prohibited.
7. Users of electronic services are to protect themselves and others by not issuing or releasing confidential information, addresses, passwords or telephone numbers, and remembering that on-line computer services are not private.
8. Employees shall not use a code or password, access a file or retrieve any stored information unless authorized to do so. Employees should not attempt to gain access to another employee's messages without the latter's permission. All

computer pass codes or passwords used on the Village's equipment must be provided to the department head. No pass code or password may be used that is unknown to the department head. Any employee who violates this policy or uses electronic services for improper purposes shall be subject to discipline, up to and including discharge.

C. Scope of the Policy:

1. Access to the Internet, electronic mail, and online services is provided for the purpose of encouraging and promoting improved use of technology and information services in the areas of:
  - a. Gathering information and data relevant to Village business.
  - b. Communicating with other users who have related business interests.
  - c. Increasing employee and contractor efficiency by utilizing skills which will enhance overall job performance.
  - d. Encouraging collaboration and resource sharing among other localities, state, and federal agencies.
2. The following Village employees are covered by this policy:
  - a. Full- or part-time employees of the Village.
  - b. Volunteers who are authorized to use Village resources to access the Internet, electronic mail, and online services.
  - c. Village contractors who are authorized to use Village equipment and facilities.

D. Department Responsibility: Appointing authorities or department heads (or designee) will have the final authority in determining whether an employee requires access to the Internet, electronic mail, and online services to accomplish their assigned duties. Departments have the responsibility for:

1. Acquiring Internet, electronic mail, and online service accounts for their personnel who need access to conduct the official business of the Village.
2. Ensuring that all personnel who have access to the Internet, electronic mail, and online services are aware of their responsibilities as outlined in this policy.
3. Assuming the responsibility for making the final determination as to the appropriateness of their employees' use of the Internet, electronic mail, and online services.

- E. User Responsibility: Users should be aware that when access to the Internet, electronic mail, and online services are accomplished using Internet addresses and domain names registered to the Village of South Lebanon, they may be perceived by others to represent the Village. Users shall not use the Internet, electronic mail, or online services for any purpose which would reflect negatively on the Village or its employees.
- F. E-mail:
1. Any message sent or received via a Village e-mail system may be monitored by the employer at any time, with or without prior notification. If the employer discovers any misconduct or criminal activity, the information contained in such e-mail messages may be used to document such conduct, and may be revealed to the appropriate authorities. All e-mail usage shall comply with the employer's policy, and all state and federal laws including those barring discrimination because of race, color, ancestry, gender, religion, military status, genetic information, national origin, age, or disability.
  2. E-mail relevant to the course of business at the Village should be printed and filed in the same manner as written correspondence.
  3. E-mail accounts are to be used only by the authorized owner of the account or another person with the owner's specific authorization.
  4. Subscriptions to unrelated services or news groups are not allowed as they create unnecessary traffic on the e-mail system.
  5. It is permissible to transmit documents via e-mail as attachments. However, transmitting copyrighted material including software, research data and manuscripts without the consent of the copyright holder is strictly prohibited.
  6. Caution should be exercised before opening any attachment to any incoming e-mail. If the e-mail is of unknown origin, or is not business-related, the attachment should not be opened.
  7. The use of personal e-mail is not forbidden, but should be used with common sense and restraint as is the telephone for personal business.
  8. The downloading of files/programs for personal use from the Internet without advance permission is prohibited. Permission must be obtained from the department head or mayor.
- G. Standards of Conduct for E-mail on a Village Electronic System:
1. Do not overuse e-mail by sending courtesy copies of messages to people who do not need them. Similarly, it is not generally necessary to reply to an e-mail just to inform the sender that you have received it.

2. Be careful when forwarding e-mail messages. Use common sense: if you would not forward a copy of a paper memo with the same information, do not forward the e-mail.
3. Global transmission of e-mail is prohibited without the advance written permission of the department head.
4. Be careful what you write. E-mail is not the same as conversation. It is a written record, can be duplicated at will, and may constitute a “public record.”
5. When replying to e-mail, it is often useful to include a portion of the original sender’s message to put your reply into context. It is appropriate to delete unimportant portions of the original message in order to prevent the message from getting too long.
6. If a user discovers defamatory, disparaging or otherwise damaging statements about the Village of South Lebanon on the Internet, the user should inform the appropriate department head to follow-up on that discovery.

H. Security:

1. Electronic message systems may not be secure. Employees should be aware of potential electronic messaging security problems before transmitting private or confidential messages. Disclosure may occur intentionally or inadvertently when an unauthorized user gains access to electronic messages. Disclosure may occur when messages are forwarded to unauthorized users, directed to the wrong recipient, or printed in a common area where others can read them.
2. Use caution when sending classified information. Always display "CONFIDENTIAL" on the subject line when sending confidential information. Confirm that encryption has been enabled before sending confidential or classified information. Be aware that even if you encrypt your data, anything you electronically transmit over the Internet, electronic mail, or online services are subject to interception, reading, and copying by other people.
3. The Internet may not be secure. Employees should take this into account before receiving or transmitting information and messages. Employees should be aware that it is possible to identify visitors to Internet sites (i.e., all Internet browsers furnish a trail to trace all Internet site visits), and should exercise conservative judgment when accessing information on the Internet.

I. Enforcement and Violations:

1. All Village employees using Village equipment to access the Internet, electronic mail, and online services are subject to having activities monitored by system or security personnel.

2. Violation of this policy and its attachments will result in disciplinary action, up to and including termination.

**SOCIAL MEDIA****SECTION 7.07****A. Purpose**

The purpose behind this policy is to make an employee aware of his or her privacy rights and prohibited conduct with respect to an employee's actions and its impact on the employer when using social media sites on and off duty. This policy is also intended to ensure efficient use of employee time and to minimize any distraction from an employee's assigned tasks and duties. It will allow the employer to ensure that employer rules are followed and all employees are treated fair and consistent.

Employees shall remember they are paid by public funds and the public holds them to a high standard of professionalism. The employer has an overriding interest and expectation in deciding what is "spoken" on behalf of the employer. This policy is not meant to infringe on one's right to free speech, rights under R.C. 4117, or any other protected activity.

- B. **Scope:** All employees will be subject to and held accountable for any conduct outlined in Social Media Policy. This policy works in conjunction with other related personnel policies and procedures (e.g., harassment).
- C. **Social Media** refers to the use of websites such as, but not limited to, Facebook, Twitter, Instagram, and LinkedIn. For purposes of this policy, Blogs and other internet forums of shall also be covered. Nothing in this policy is meant to prohibit access to any social media website or Blog which may be work-related.
- D. **On Duty Conduct** – While at work, an employee may only access social media websites, Blogs and/or other internet forums of communication during their lunch or breaks. This includes access from a personal device (e.g., Smartphone, iPhone, etc.) during an employee's compensated hours of work.
- E. **On and Off Duty Conduct** – An employee enjoys no expectation of privacy to information posted into cyberspace even while off duty. This includes anything posted to a social media website, Blog, or other similar internet forum of communication. Although information may be posted to a "private" webpage, the employee should be aware this information can still be accessed by the public and other sources in a number of ways. Because of this, an employee needs to use "common-sense" when posting comments, photos, opinions, or any other information related to his or her employment. Any social media activity which portrays the employer in a negative light will be evaluated and may result in disciplinary action up to and including termination. Examples of prohibited conduct include, but are not limited, to:
  1. Posting one's photograph while wearing the employer's uniform (or other similar attire, which could be misidentified as the official uniform).



2. Posting pictures, videos, or comments that are insubordinate with respect to the employee's employment.
  3. Posting pictures, videos, or comments that constitute or could be construed as unlawful behavior.
  4. Knowingly or recklessly posting false information about the employer, supervisors, coworkers, public officials, or those who have a relationship with the employer. This also includes disparagement of a fictitious character or computer-generated likeness that resembles the above.
  5. Posting, transmitting, or disseminating any pictures or videos of official training, activities, or work-related assignments without the express permission of a supervisor.
  6. Posting pictures, videos, or comments that are sexual, obscene, violent, offensive, harassing, or pornographic in nature along with any reference to the employer or individual's employment.
- F. Employees shall not imply they are speaking on behalf of the employer unless authorized to do so. Should an employee speak on matters of employment, the employee shall include a disclaimer.
- G. Confidential Information – An employee shall not disclose any work-related confidential or proprietary information on any social media website, Blog, or other internet forum of communication. This can include information that may eventually be obtained through a valid public record's request.
- H. Employees are encouraged to follow the internal complaint procedure and not take to the internet to voice work-related complaints.
- I. Employees found to have violated any part of this policy may be subject to discipline up to and including termination.
- J. Any deviation from the above policy shall be approved by the employer in writing.
- K. Any questions regarding the policy should be directed to the employee's immediate supervisor.
- L. Employees shall take note of the following: DELETE DOES NOT MEAN DELETE. Once something is posted into cyberspace it remains there.

**OUTSIDE EMPLOYMENT****SECTION 7.08**

- A. Under no circumstances shall an employee have other employment which conflicts with the policies, objectives, and operations of the Village of South Lebanon. In addition, an

employee shall not become indebted to a second employer whose interests might be in conflict with those of the Village.

- B. An "employment conflict," as set forth in this policy, exists when a second job impairs the employee's ability to perform the duties of his/her position with the Village. Full-time employment with the Village shall be considered the employee's primary occupation, taking precedence over all other occupations.
- C. Prior to accepting "outside" employment (or becoming self-employed), an employee shall notify his/her supervisor, in writing, of his/her intention to be employed in a secondary job. The supervisor shall confer with the employee to determine whether the "secondary job" presents a conflict with Village policies, objectives, interests, and/or operations.

"Outside" employment, or "moonlighting," shall be a concern to the Village only if it adversely affects job performance.

- D. Two (2) common employment conflicts which may arise are:
1. Time Conflict: defined as when the working hours required of a "secondary" job directly conflict with the scheduled working hours, or when the demands of a "secondary" job prohibit adequate rest, thereby adversely affecting an employee's job performance.
  2. Interest Conflict: defined as when an employee engages in "outside" employment which tends to compromise his/her judgment, actions, and/or job performance.
- E. If, in the opinion of the employer, outside employment is adversely affecting an employee's job performance, he/she may be asked to refrain from such activities as a condition of continued employment. Refusal to conform to such a request shall be cause for corrective action.

## **DRESS AND APPEARANCE**

## **SECTION 7.09**

The Village reserves the right to prescribe appropriate dress and appearance standards which are in the best interest of Village service. The Village general policy merely requires that clothing and overall appearance of employees be in good taste. Employees who work around machinery and equipment must observe sound safety regulations, including the use of appropriate articles of clothing (shoes, goggles, hard hats, and so forth).

Certain Village departments reserve the right to require employees to adhere to more stringent dress and appearance requirements as may be necessary for the performance of the functions of that department (i.e., uniforms, badges, shoes, hair styles, etc.). The Village shall issue uniforms to employees of the Public Works Department which shall include shirts, slacks and work boots. Employees for such departments shall wear such attire at all times.

## **SOLICITATION AND DISTRIBUTION**

## **SECTION 7.10**

In order to maintain an orderly and productive working environment, the Village reserves the right to regulate solicitation and distribution by employees and non-employees.

- A. Employee Solicitation Rule: Any solicitation by an employee of another employee on the premises of the Village of South Lebanon, while either employee is on his/her working time, is prohibited. "Working time" means all the time an employee's duties require that he/she be engaged in work tasks. However, solicitation is permitted during non-working time in non-working areas.
- B. Employee Distribution Rule: Distribution of any type of literature, brochures, goods, etc., during working or non-working time, is prohibited in working areas. Employees may distribute goods and written materials during non-working time in non-working areas, e.g., rest rooms, hallways, and break rooms.
- C. Employee Access Rule: Employees are not permitted access to the interior of Village facilities during their off-duty hours unless authorized by the appropriate department head. Council members may have access to Village facilities after hours in order to conduct Village business.
- D. Non-Employee Solicitation and Distribution Rule: Non-employees are not permitted access to the premises of the Village of South Lebanon, including the interior of the facilities and other working areas, for the purpose of solicitation and/or distribution. This section does not apply to vendors as defined below.
- E. Definitions:

Distribution means an act of distributing goods, materials, and/or written materials.

Non-Working Area means any area on or off the Village's premises not designated as a working area.

Non-Working Time means any time during an employee's workday when the employee is totally relieved of work duties, such as break time and lunch time. Whether an employee is in paid or unpaid status during these times is immaterial to the designation of non-working time.

Off-Duty Hours means any time before or after a work shift.

Solicitation means an act of requesting an individual to purchase goods, materials, or services, or a plea for financial contribution.

Vendor means any individual or group engaged in or desiring to engage in the supply of goods, materials, or services to the Village, which goods, materials, or services are utilized in the conduct of public business.

Working Area means any office, building, or physical location where official Village business is transacted and/or operations are conducted. This includes any public or private area where employees are engaged in work activities.

Working Time means all the time an employee's duties require that he/she be engaged in work tasks, but does not include an employee's own time, such as meal periods, scheduled breaks, and time before or after a work shift.

- F. Violation of this policy may result in corrective action.

**USE AND POSSESSION OF ALCOHOLIC BEVERAGES****SECTION 7.11**

- A. In order to maintain a safe and efficient workplace free of alcohol abuse or the impression of improper alcohol use, it is the policy of the Village of South Lebanon that the use or possession of alcohol during working hours and being under the influence of alcohol with a prohibited blood alcohol level of 0.040.00 or greater. while at work is strictly prohibited. This would include the use of alcohol before reporting to work as well as consumption at meal periods.
- B. Village employees are not permitted to use or possess alcoholic beverages in Village buildings or vehicles. The only exception is when employees possess alcoholic beverages through the official performance of their duties.
- C. The Village reserves the right to require employees to submit to tests for drug or alcohol abuse pursuant to the Drug Free Workplace Policy, Section 7.12, as explained and defined therein. The policy on alcohol testing is incorporated under this policy as if fully written herein.
- D. Any employee who violates this policy will be subject to discipline which may include termination.

**DRUG FREE WORKPLACE****SECTION 7.12**

Notice Upon Hiring: As a condition prior to hiring, a prospective employee will receive a copy of the Village's Drug Free Workplace notice and policy, and will be required to sign a statement which will become a permanent part of the prospective employee's personnel file once he/she is hired by the Village. (See Forms #4 - #7 in the Personnel Forms section of this Manual.)

In addition, as a further condition prior to hiring, all prospective employees will be required to sign a written statement to the effect that:

- A. They understand and support the Village's Drug Free Workplace policy.
- B. They agree to refrain from violating this policy while in the employ of the Village.
- C. They acknowledge in advance that they understand that the penalty for breach can be discharge and agree that it is appropriate when supported by evidence.

Current Distribution of Drug Free Workplace Policy: All current employees will receive a copy of the employer's Drug Free Workplace notice and policy, and will be required to sign a receipt for it, which will become a permanent part of the employees' personnel file.

All current employees will be asked to voluntarily sign a statement supporting the strict enforcement of this policy.

Drug Free Workplace Policy Definitions:

- A. Employee means any person (i.e., management, supervisory, or non-supervisory) who is paid in whole or in part by the Village.
- B. Controlled Substance means any controlled substance contained in Schedules I through V of Section 202 of the Controlled Substance Act (21 USC 812; or as defined in 3719.01 ORC).
- C. Conviction means any finding of guilt, including a plea of nolo contendere (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal, state, or municipal criminal drug statutes.
- D. Crime Drug Statute means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance.

For purposes of this policy all definitions will be consistent with 3719.01 et seq. ORC and ORC Section 2925.01 et seq.

- E. It is the policy of the Village of South Lebanon to maintain a safe and productive workplace free of drugs and free of those individuals who use drugs.
- F. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or part in the workplace is strictly prohibited and will result in criminal prosecution and employee discipline which may include termination from employment.
- G. Any employee convicted of any federal or state criminal drug statute for a violation which occurs in the workplace must notify the Village of that fact within five (5) calendar days of the conviction.
- H. Any employee who reports for duty in an altered or impaired condition for any reason which is the result of the illegal use of controlled substances will be subject to discipline. Any decision regarding discipline may be held in abeyance pending the completion by the employee of a drug rehabilitation program.
- I. An employee may be found to use illegal drugs on the basis of any appropriate evidence including, but not limited to:
  - 1. Direct observation.
  - 2. Evidence obtained from a workplace-related arrest or criminal conviction.
  - 3. A verified positive test result.

4. An employee's voluntary admission.

On the first occasion in which an employee has a confirmed positive alcohol or other drug test resulting from reasonable suspicion testing, the employee shall be required to enroll in and successfully complete a substance abuse program certified by the Ohio department of alcohol and drug addiction services.

If an employee is found to have used illegal drugs or refuses to submit to a properly ordered drug test shall be subject to disciplinary action. Such offenses qualify as Group III offenses, warranting disciplinary action, up to and including termination (See Section 8.03, Grounds for Disciplinary Action and Penalties).

- J. Any employee convicted of a workplace-related drug offense, who fails to report the conviction as required by the above, will be:
  1. Terminated from employment.
  2. Barred from future employment with the Village.
  3. Held civilly liable for any loss of federal funds resulting from the failure to report the conviction.

Policy Distribution: The Village will endeavor annually to provide each employee with a package containing:

- A. Information concerning the dangers of drug abuse in the workplace.
- B. A current copy of the Village's Drug Free Workplace notice.
- C. A current copy of the Village's Drug Free Workplace policy.
- D. Information concerning any available drug counseling, rehabilitation, and employee assistance programs.
- E. Information concerning the penalties that will be imposed for the breach of the employer's Drug Free Workplace policy.
- F. Notice to the employee that any work-related conviction of any federal or state criminal drug statute must be reported in writing to the Village within five (5) calendar days after such conviction.
- G. Violation of this policy will result in discipline up to and including termination.

<b>CONTACT WITH THE NEWS MEDIA AND VILLAGE RESIDENTS</b>	<b>SECTION 7.13</b>
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Any employee contacted by the news media (radio, television, newspaper) or a Village resident regarding a story related to Village operations should request that the member of the news media

or resident contact the appropriate department head to discuss the matter. This policy is designed to avoid duplication, assure accuracy, and to protect employees from breaches of confidentiality.

**PERSONNEL FILES****SECTION 7.14**

- A. The Village Fiscal Officer shall maintain official personnel files on all employees of the Village. Such files shall include, but may not be limited to, individual employment data; payroll information; records of deductions; application forms; records pertaining to hiring, promotion, demotion, transfer, layoff, termination, etc. An employee shall have a right of reasonable inspection of his/her official personnel file. Personnel file access is governed by R.C. 149.43 and R.C. Chapter 1347.
- B. Each employee shall be allowed to review the contents of the personnel file(s) pertaining to them. Employees may also request that the employer conduct an investigation to determine if the information in their personnel file is accurate, relevant, timely and complete. This investigation must occur within 90 days of the employee's written request. All information determined by the employer to be inaccurate as a result of such investigation shall be deleted or corrected. If the employer determines the record to be correct, the employee may attach a brief statement of explanation to the file.
- C. Employees requesting to obtain or review information in their personnel file may be required to provide proof of identification. Representatives of employees requesting to obtain or review information shall produce a written release from the employee requesting that the representative review the record. Said release shall be placed in the employee's file.
- D. The employer will monitor the accuracy, relevance, timeliness and completeness of its personnel records, take reasonable precautions to protect information in the system from unauthorized and unlawful modification, destruction, use or disclosure and shall collect, maintain and use only that information necessary and relevant to the employer's functions.
- E. An employee must advise the fiscal officer of any change in name, address, marital status, telephone number, number of exemptions claimed for tax purposes, citizenship, selective service classification, or association with any government military service organization.

**PUBLIC RECORDS****SECTION 7.15**

- A. Public Records Requests: The employer will prepare and make available for inspection and/or copying "public records," as defined in ORC 149.43, upon request of any member of the general public.
  - 1. Public records inspection, release, and retention are subject to the Village's Public Records Policy and will be processed accordingly. The policy is attached in Section 9.16 of the Forms Section.
  - 2. Self Help to Records Prohibited:

- a. No employee may copy or remove any record or writing, even those regarded as “public records,” without first obtaining advanced written permission from the Village Administrator or designee or without going through the process for obtaining public records as outlined below.
  - b. No employee may copy, or use any agency writing, document, or record in any grievance, appeal, or legal action without first obtaining the written permission of the Village Administrator or designee. This particular policy does not apply to matters obtained through formal “discovery” under the Rules of Civil Procedure.
  - c. No employee shall tape, video, or otherwise record any meeting, hearing, or appeal involving the Village or representative of the Village without the advanced written permission of the Village Administrator.
  - d. Except for official agency business, no employee may have any agency writing or document in his/her possession, unless obtained in accordance with this policy.
- B. Penalty for Breach of this Policy: Any employee who is discovered to have violated this policy will be subject to disciplinary action including possible termination of employment. Any former employee who is discovered to have violated this policy by producing unauthorized documents or tape recordings at any grievance, appeal, or civil action against the employer will be barred from reinstatement or reemployment, and may be subject to civil or criminal penalties.
- C. The Village may limit a public records request if it is used for commercial purposes.
1. The Village will transmit by U.S. Mail up to ten (10) records per month, unless the requester certified to the Village in writing that they do not intend to use or forward the requested records, or the information contained in them, for commercial purposes (ORC 149.43 (B)(3)).
  2. Commercial purposes do not include reporting or gathering news, reporting or gathering information to assist citizen oversight or understanding the operation or activities of government, or non-profit educational research.
  3. An employee who receives a public records request, as such as one stated in this policy, shall immediately forward this request to the Village Administrator.

**USE OF EMPLOYER PROPRIETARY OR CONFIDENTIAL  
INFORMATION****SECTION 7.16**

- A. All information obtained by employees in the course of their employment with the Village and all employer data shall be considered confidential and proprietary. Personal, financial, and business information which employees obtain during the normal course of their



employment shall not be discussed nor disclosed to anyone other than those individuals who have a need to know for legitimate business purposes.

- B. In order to protect against inappropriate use of information or data maintained by the employer, all employees are required to comply with the following regulations:
1. Accessing confidential/proprietary information or data, other than as required for work purposes, is prohibited.
  2. Removal of information or data from the employer's premises without advance approval from the Village Administrator or designee is prohibited.
  3. Discussion of such information with other persons for other than legitimate work related purposes is prohibited.
- C. Using confidential/proprietary information or employer data for any purpose other than as required to complete assigned work tasks, discussing such confidential/proprietary information or data with anyone other than for work purposes, or removal of such information or data from the employer's premises without authorization, will result in discipline of the employee, including possible termination of employment with the Village.
- D. Any employee who has a question regarding the use of confidential/proprietary information or data maintained by the employer, should request clarification of the employer's policy before risking a possible violation of this policy.
- E. Any employee in need of a copy of any records maintained by the employer shall submit a written request to the Village Administrator or designee identifying the specific record and explaining the need for the copy.

**NO EMPLOYEE EXPECTATION OF PRIVACY****SECTION 7.17**

No employee shall have any expectation of privacy regarding any personal information, documents, materials, or other personal items maintained in any employer-provided locker, vehicle, desk, file, computer, cellular telephone, or elsewhere in employer-owned property.

The employer shall have the right to search and review any files, e-mails, web sites, etc., maintained or accessed by the employee on any computer provided by the employer for the employee's use. The employer shall have complete access to any telephone records, cellular telephone logs, or other information maintained on any employer-provided cellular telephone.

Any employer-provided locker, desk, vehicle, or other equipment shall be subject to search at any time by the employer.

**HEALTH AND SAFETY****SECTION 7.18**

It is the goal of the Village of South Lebanon to provide all employees with a safe and healthful work environment. Village department heads believe that safety must always be foremost in the

minds of Village employees. Village department heads do not believe that health and safety practices and procedures should be sacrificed in order to get a task completed faster or more inexpensively.

#### Village Responsibility

The responsibility of the Village is to support department heads in their efforts to provide a safe and healthful workplace, and to provide department heads with the resources necessary to reach this objective. The Village will also take disciplinary measures, or support the disciplinary measures taken by department heads, when an employee violates health and safety rules.

#### Department Head Responsibility

The responsibility of each department head is to provide a safe and healthful workplace, establish and maintain a departmental health and safety program, ensure employees are properly trained, report accidents, provide medical and first aid equipment, ensure that personal protective equipment is available and utilized, provide employees with health and safety information, support lower level supervisors in their health and safety activities, and to evaluate the health and safety performance of lower level supervisors.

#### Supervisory Responsibility\*

The responsibility of supervisors is to properly instruct employees, enforce health and safety regulations, correct unsafe acts and conditions, ensure that only authorized and adequately trained personnel operate equipment, report and investigate accidents/incidents, inspect areas of responsibility for hazards, ensure equipment is properly maintained, and instill safety awareness in employees. When a safety violation is reported, the supervisor (or department head if there is no other supervisor) shall immediately commence an investigation into the incident.

#### Employee Responsibility

The responsibility of all Village employees is to follow safe work procedures, know and comply with applicable regulations, report injury or illness immediately, report any accidents or safety violations, and participate in any Village sponsored health and safety meetings, programs or committees. Any employee questions regarding health and safety should be directed to the employee's department head.

\*Some Village department heads will have both department head and Supervisory responsibilities.

### **WORKPLACE VIOLENCE**

### **SECTION 7.19**

- A. The safety and security of employees, clients, contractors, and the general public are of vital importance to the Village of South Lebanon. Therefore, threats, threatening behavior, or acts of violence made by an employee or anyone else against another person's life, health, well-being, family, or property will not be tolerated. Employees found guilty of violence will be subject to disciplinary action up to and including termination of employment.
- B. The purpose of this policy is to provide guidance to employees of the Village should they encounter a situation that they believe is or could result in an act of violence.

- C. The word “violence” in this policy shall mean an act or behavior that:
1. Is physically assaultive.
  2. A reasonable person would perceive as obsessive (e.g., intensely focused on a grudge, grievance, or romantic interest in another person and likely to result in harm or threats of harm to persons or property).
  3. Consists of a communicated or reasonably perceived threat to harm another individual or in any way endanger the safety of another.
  4. Would be interpreted by a reasonable person as carrying a potential for physical harm to the person.
  5. A reasonable person would perceive as intimidating or menacing.
  6. Involves carrying or displaying weapons, destroying property, or throwing objects in a manner reasonably perceived to be threatening.
  7. Consists of a communicated or reasonably perceived threat to destroy property.
- D. The employer prohibits the following:
1. Any act or threat of violence by an employee against another person’s life, health, well-being, or property.
  2. Any act or threat of violence, including, but not limited to, intimidation, harassment, or coercion.
  3. Any act or threat of violence which endangers the safety of employees, clients, contractors, or the general public.
  4. Any act or threat of violence made directly or indirectly by words, gestures, or symbols.
  5. Use or possession of a weapon on the employer’s premises, on a Village controlled site, or an area that is associated with Village employment except as required in the line of duty (i.e., law enforcement).
- E. The most common situations where workplace violence is likely to occur are as follows:
1. Dealing with the Public: Violent situations could occur in employee contact with the public. While the employer has a strong commitment to client service, we do not intend for employees to be subjected to verbal or physical abuse by the client.
  2. On-the-Job: Situations could occur where relationships between employees, or between an employee and a supervisor, result in strong negative feelings by the individuals involved.

3. Off-the-Job: An employee could become involved in a personal non-criminal dispute with a co-worker, family member, or neighbor during the employee's non-working hours. The employer prohibits any act of violence by an employee towards any other employee while off duty. If the situation escalates, individuals sometimes secure restraining orders from the courts. If an employee requests such a restraining order, the employee should include the work location as well as the employee's place of residence in the order.
- F. The possession or use of dangerous weapons is prohibited on employer property, in employer vehicles, or in any personal vehicle which is used for employer business or is parked on employer property, except as hereinafter provided.
1. A dangerous weapon is defined as:
    - a. A loaded or unloaded firearm.
    - b. A weapon, device, electronic stun weapon, chemical substance, or other material that in the manner it is used, or could ordinarily be used, or is intended to be used, is readily capable of causing serious bodily injury.
  2. Exceptions: Individuals may possess a firearm on employer property if the individual is employed in a law enforcement capacity. Employees, who possess a valid permit to carry a firearm, if a firearm is brought on employer property, must keep the firearm unloaded and in the employee's personal vehicle, which shall be locked.
- G. Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts on the employer's property shall be removed from the premises as quickly as safety permits and shall remain off the premises pending the outcome of an investigation. The employer will initiate an appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person(s) involved.
1. It is a requirement that all employees report any behavior that compromises the employer's ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a Village controlled site, or is associated with Village employment.
  2. All incidences of suspected or potential violence should be reported to the employee's department head. Employees should not take the position that the incident is too minor to report or that it does not appear to be a "real problem." Employees should not wait until it is too late to be proactive.

3. Supervisor Responsibilities: Department heads are responsible for assessing situations, making decisions on the appropriate response, and responding to reports of or knowledge of violent activities that have occurred in the workplace or that involve an employee of the employer.
4. When any actual, potential, or suspected incident of violence is brought to the attention of the department head, the department head or designee shall evaluate the severity of the situation immediately and have the individual reporting the incident fill out a Workplace Violence Incident Report form. If it is concluded that an actual act of violence has occurred or if there is a likelihood that violence could result, the department head or designee shall:
  - a. Discuss the situation with the employee(s) and attempt to find out what caused the situation.
  - b. Determine what action is to be taken to prevent the situation from occurring again. Such actions may include but not be limited to:
    - (1) Assigning a different employee to the area or job.
    - (2) Talking with the disgruntled citizen or employee(s).
    - (3) Discussing the incident and offering suggestions for appropriate action.
    - (4) Referring the affected employee(s) to professional help or counseling.
    - (5) Disciplining the employee(s), up to and including termination of employment.
5. All employees who apply for, obtain, or are the subject of a restraining order which lists any Village locations as being protected areas, must provide to their department head a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

**CONCEALED WEAPONS****SECTION 7.20**

- A. The safety and security of employees, visitors, contractors, and the general public are of vital importance to the employer. Further, carrying a concealed weapon is not part of anyone's job responsibility (except law enforcement officers...); and such activity does not "arise in the course or scope of employment."
- B. More specifically, the employer specifically prohibits employees from engaging in the following activities:
  1. Carrying a firearm or other weapon while on duty, whether or not licensed to do so, (For those employees who leave the employer's facility and travel to perform duties, these employees shall not carry a firearm on their person or in their vehicle.).

2. Possessing a weapon or firearm on any parking area owned, leased, or controlled by the employer, whether or not contained in a vehicle.
3. Displaying a weapon or firearm while on duty. Should an employee display a weapon or firearm, whether in the facility or on the parking lot, such action will be considered a threat and will be prosecuted.
4. Carrying or displaying a weapon or firearm, on- or off-duty, while on strike or picketing.
5. Displaying an empty handgun holster on their person while on duty.

Any violation of the above activities is grounds for immediate discharge.

- C. Law enforcement personnel who are authorized to carry weapons are exempt from this policy.
- D. Any employee who witnesses any prohibited activities as defined in this policy shall immediately report such activity to their immediate supervisor.

**GAMBLING****SECTION 7.21**

The employer does not permit illegal gambling in any form by employees during workdays. For purposes of this policy, the workday includes regular working hours, lunch periods, clean-up time and other breaks. Violation of this policy will be cause for disciplinary action.

**GARNISHMENTS****SECTION 7.22**

- A. A court ordered legal claim against the wages of an employee by a creditor for nonpayment of a debt, served by legal authority, is a garnishment and will be recognized and executed by the employer. Repeated garnishments on the wages of an employee may result in disciplinary action.
- B. Upon receipt of a garnishment for an employee, the following procedure of notification will apply:
  1. The fiscal officer will notify the Village Administrator or designee and the employee's department head of the garnishment order and whether the employee has had any previous garnishment(s) of wages.
  2. The Village Administrator or designee will schedule a conference with the department head and the employee, to discuss the garnishment.
- C. For a first garnishment received for an employee, the following procedure will apply:
  1. The employee will be informed of the potential consequences of further garnishments.

2. The employee will be counseled or referred to an appropriate agency to assist the employee in working out the employee's financial difficulties.
3. For any second or subsequent garnishment received for an employee:
  - a. The Village Administrator or designee and department head will meet with the employee to discuss the continuing problem.
  - b. Depending on the circumstances, repeated garnishments will be cause for disciplinary action.
  - c. Employees who demonstrate a willingness and effort to resolve their financial problems may have discipline held in abeyance

**BULLETIN BOARDS****SECTION 7.23**

- A. Bulletin boards are a means for the employer to provide information to employees. The following are examples of the kind of information that may be posted by employees on employer bulletin boards (with prior approval of the department head):
  1. Employee recreational and social affairs.
  2. Notices of employee meetings.
  3. Non-partisan publications.
- B. No information may be posted on employer bulletin boards that contain:
  1. Personal, scandalous or derogatory attacks upon any employee, public official, governmental agency, organization or group.
  2. Favorable or unfavorable comments or attacks regarding a candidate for public office.

**FRAUD REPORTING****SECTION 7.24**

Complaints or any matter that alleges mismanagement of Village resources or misuse of public money can be made to the auditor of the state of Ohio through the Ohio fraud-reporting system.

Complaints made to the auditor of the state of Ohio through the Ohio fraud-reporting system are anonymous. Complaints may be made in three ways:

- A. File a written complaint by U.S. Mail at:

Ohio Auditor of State's Office  
Special Investigations Unit  
88 East Broad Street

P.O. Box 1140  
Columbus, OH 43215

B. Call the Fraud Hotline:

1-866-FRAUD OH (1-866-372-8364)

C. Online:

<http://www.auditor.gov>

**WHISTLEBLOWER PROTECTION****SECTION 7.25**

- A. If an employee in the classified or unclassified civil service becomes aware in the course of employment of a violation of state or federal statutes, rules, or regulations or the misuse of public resources, and the employee's supervisor or appointing authority has authority to correct the violation or misuse, the employee may file a written report identifying the violation or misuse with the supervisor or appointing authority. In addition to or instead of filing a written report with the supervisor or appointing authority, the employee may file a written report with the office of internal audit created under section 126.45 of the Revised Code or file a complaint with the auditor of state's fraud-reporting system under section 117.103 of the Revised Code.

If the employee reasonably believes that a violation or misuse of public resources is a criminal offense, the employee, in addition to or instead of filing a written report or complaint with the supervisor, appointing authority, the office of internal audit, or the auditor of state's fraud-reporting system, may report it to a prosecuting attorney, to a peace officer, as defined in section 2935.01 of the Revised Code, or, if the violation or misuse of public resources is within the jurisdiction of the inspector general, to the inspector general in accordance with section 121.46 of the Revised Code. In addition to that report, if the employee reasonably believes the violation or misuse is also a violation of Chapter 102, section 2921.42, or section 2921.43 of the Revised Code, the employee may report it to the appropriate ethics commission.

- B. Except as otherwise provided in division (C) of this section, no officer or employee in the classified or unclassified civil service shall take any disciplinary action against an employee in the classified or unclassified civil service for making any report or filing a complaint as authorized by division (A) of this section, including, without limitation, doing any of the following:
1. Removing or suspending the employee from employment;
  2. Withholding from the employee salary increases or employee benefits to which the employee is otherwise entitled;
  3. Transferring or reassigning the employee;
  4. Denying the employee promotion that otherwise would have been received;



5. Reducing the employee in pay or position.
- C. An employee in the classified or unclassified civil service shall make a reasonable effort to determine the accuracy of any information reported under division (A) of this section. The employee is subject to disciplinary action, including suspension or removal, as determined by the employee's appointing authority, for purposely, knowingly, or recklessly reporting false information under division (A) of this section.
- D. If an appointing authority takes any disciplinary or retaliatory action against a classified or unclassified employee as a result of the employee's having filed a report or complaint under division (A) of this section, the employee's sole and exclusive remedy, notwithstanding any other provision of law, is to file an appeal with the State Personnel Board of Review within thirty days after receiving actual notice of the appointing authority's action. If the employee files such an appeal, the State Personnel Board of Review shall immediately notify the employee's appointing authority and shall hear the appeal. SPBR may affirm or disaffirm the action of the appointing authority or may issue any other order as is appropriate. The order of SPBR is appealable in accordance with Chapter 119 of the Revised Code.
- E. As used in this section:
1. "Purposely," "knowingly," and "recklessly" have the same meanings as in section 2901.22 of the Revised Code.
  2. "Appropriate ethics commission" has the same meaning as in section 102.01 of the Revised Code.
  3. "Inspector general" means the inspector general appointed under section 121.48 of the Revised Code.

**DISCIPLINE****SECTION 8.01****GENERALLY**

All employees of the Village serve at the will of the employer. However, to provide for professional and consistent delivery of service, the employer has adopted the following general principles to administer disciplinary actions of employees.

**OFFENSES**

Every employee in the service of the Village shall be expected to exhibit good behavior, and perform efficient and effective service. Any employee of the Village may be disciplined for offenses including without limitation:

**Note: this list is provided only as an example and is not exhaustive.**

- A. Conviction of any criminal offense.
- B. Fighting, threatening or attempting bodily injury to another; stealing, malicious mischief resulting in the injury or destruction of property of other employees of the Village of South Lebanon.
- C. Consumption of alcohol while on the job or during work hours.
- D. Use, or possession, of habit-forming drugs or hallucinogens.
- E. Unethical conduct on Village time.
- F. Insubordination, including but not limited to, refusal or failure to perform work assignments and the use of profane or abusive language to supervisors, employees or officers of the Village, and absence from duty without notice or permission of the supervisor.
- G. Willful neglect in the care or use of Village property and equipment.
- H. Failure to satisfactorily perform the duties for which employed.
- I. Gross or habitual carelessness or recklessness, playing of tricks, jokes or other dangerous pranks upon others. Disregard for safety and comfort of fellow employees.
- J. Engaging in outside employment without notification and approval of the council.
- K. Repeated failure to report to work on time and ready for work.
- L. Incurring costs or obligations in the name of the Village without the authority or prior approval.
- M. Discourteous and/or unprofessional treatment of the public.
- N. Failure to comply with the provisions of this document.
- O. Any violation of Village Work Rules, Regulations or Standard Operation Procedures documents.

**TYPES OF DISCIPLINE**

Disciplinary action shall consist of one or more of the following:

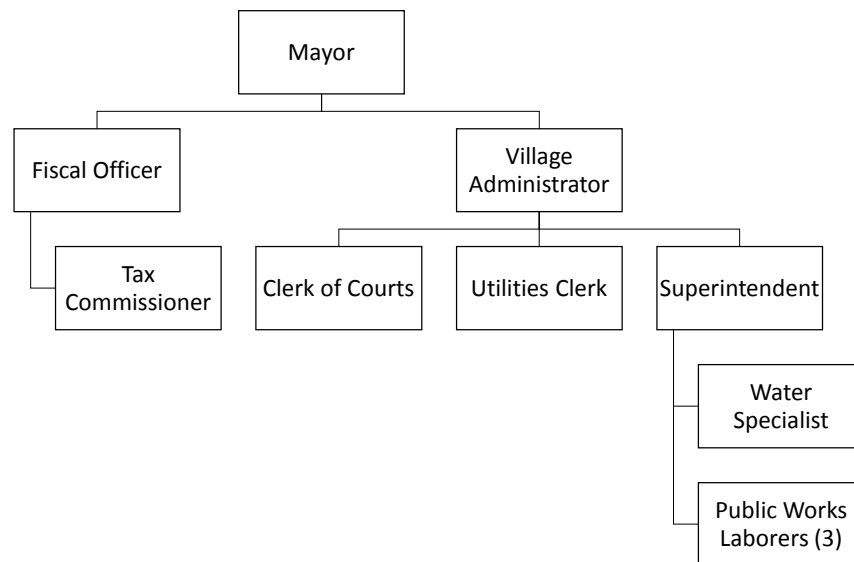
- 1. Verbal warning.
- 2. Written warnings.
- 3. Suspension from duty without pay.

4. Demotion in rank and/or salary.
5. Dismissal.

## DISCIPLINARY PROCEDURES

The discipline of employees shall be vested in accordance with the following chart:

Village of South Lebanon Organizational Chart



Discipline may be progressive in nature and shall be applied based upon one or more of the following factors, including the severity of the offense, past history of the employee and past disciplinary actions against the employee.

### DEPARTMENT HEAD: LIMITED DISCIPLINARY AUTHORITY

Department heads may issue verbal warnings and written warnings to members of their departments and should provide any documentation to the council.

### MAYOR OR COUNCIL: DISCIPLINARY AUTHORITY

The Mayor or Council may enforce appropriate discipline pursuant to the Ohio Revised Code § 733 or other corresponding sections. The Mayor may enforce appropriate discipline, including verbal warnings or written warnings or suspension from duty without pay or demotion in rank and/or salary or dismissal, against employees the Mayor is designated by statute as the employee's appointing authority only after the matter has been referred to and reviewed by the Personnel Committee if the action would result in either: 1) suspension from duty without pay; 2) demotion in rank and/or salary; or, 3) dismissal and approved by Council.

~~The Council may enforce any of the types of appropriate discipline, including verbal warnings, or suspension from duty without pay or demotion in rank and/or salary or dismissal termination dismissal, where appropriate against those employees the Council is designated by statute as the employees's appointing authority only after the matter has been referred to and reviewed by the Personnel Committee if the actions would result in either: 1) suspension from duty without pay; 2) demotion in rank and/or salary; or 3) dismissal and approved by Council., and in accordance with any applicable statutes or local laws.~~

## EMPLOYEE NOTIFICATION

- A. For disciplinary measures that are more severe than a verbal warning, the disciplined employee will be informed in writing of the right to appeal the disciplinary action to council.
- B. The written order will be provided to the employee prior to the effective time of the order for all disciplinary actions.

## APPEAL PROCEDURES

Disciplinary actions need not be deferred pending the possible submission of an appeal.

## EMPLOYEE'S RESPONSIBILITY

Employees, with the exception of department heads, feeling aggrieved by either a suspension of more than three (3) days or a change of status (e.g., dismissal or demotion) may, in writing, appeal the disciplinary action to the council.

- A. The appeal must be filed in writing with the Village Clerk and council within ten (10) days of the employee's receipt date of the written notification of the disciplinary action from the council. If the ten (10) day appeal filing time is exceeded, the council will take no action in the matter. This appeal:
  - 1. Must be signed by the individual who is appealing and include both his or her department and grade therein.
  - 2. Must have attached thereto a copy of the disciplinary order.
- B. The employee will present the written request for an appeal hearing in dispassionate language and shall not vilify the character or motivation of the department head or council. The written request should specify either or both of the following grounds for appeal:
  - 1. There was a failure on the part of a Village official to observe or correctly apply the provisions of the Personnel Policies or the terms of the subject's appointment.
  - 2. There was not a complete consideration of the facts regarding the disciplinary action taken against the appellant.
- C. The appeal hearing request should contain all written material truly relevant to the case.

- D. The council will be provided a copy of all material presented in the request for an appeal hearing when it is filed.
- E. Hearings will normally be closed to the public. However, the appellant may request that it be open.

### COUNCIL RESPONSIBILITY AND AUTHORITY

- A. The council shall set a time for an appeal hearing promptly and should strive to have the hearing date no later than ten (10) days after receiving the request for an appeals hearing.
- B. The council will review all written material submitted to it. If present, the council shall hear the appellant or his or her counsel. If present, the council shall hear the department head or counsel. The council will examine evidence upon the matter that may be pertinent and relevant.
- C. The council may affirm, disaffirm or modify the disciplinary measure taken against the employee.

### COMPLAINT PROCEDURE

### SECTION 8.02

The Village recognizes that within any organization, there will be occasional differences among its employees regarding interpretations of rules or other problems stemming from conditions of employment. In order to provide employees with an orderly process by which to seek resolution of such differences, the Village has established the following complaint procedure.

### COMPLAINT PROCEDURE

Step 1: Any employee having a complaint may lodge his/her complaint verbally with his/her department head. In order for the complaint to be recognized, it must be lodged within five (5) working days from the date the alleged incident which prompted the complaint discovered. Within five (5) working days from the date the employee first presented his/her complaint, the department head will meet with the employee and attempt to resolve the matter.

Step 2: If the complaint is not resolved in Step 1, the employee may pursue the matter by reducing the complaint to writing on Form T and presenting such to the Mayor ~~or~~ Village Administrator ~~or Personnel Committee~~, as appropriate, within five (5) working days of the reply received in Step 1. The Mayor ~~or~~ Village Administrator ~~or Personnel Committee~~ shall, if deemed necessary, meet with the complainant to discuss the matter within five (5) working days of the Mayor's ~~or~~ Village Administrator's, ~~or Personnel Committee's~~ receipt of the written complaint.

Within five (5) working days of the meeting, if such occurs, the ~~mayor~~ Mayor or ~~personnel committee~~ will provide the employee with a written response to his/her complaint. The decision of the mayor ~~or personnel committee~~ will be final and binding.

In the event of extenuating circumstances, a time limit may be extended, by the mutual agreement of both parties, in writing.

Complaints not processed by the employee to the next step of the procedure within the specified time limits, or any written extension thereof, shall be considered resolved on the basis of the decision at the previous step.

Any complaint not answered within the prescribed time limit, or extension thereof, shall be considered to have been answered in the negative and may be advanced by the employee to the next step.



Village of South Lebanon  
99 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council

**From:** Jerry Haddix, Village Administrator

**Date:** October 4, 2016

**Subject:** Choice One Engineering Agreement for Riverside Section One

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Attached is an agreement for inspection services for Riverside Section One construction. Choice One has been involved in the project from the initial concept to plan review, so it would be logical for them to continue in the construction phase.

Let me know if you have any questions.

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2016-**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO  
ENTER INTO AN AGREEMENT WITH CHOICE ONE ENGINEERING FOR  
CONSULTING ENGINEER SERVICES FOR REQUIRED INSPECTION SERVICES  
FOR THE CONSTRUCTION PHASE OF RIVERSIDE SUBDIVISION PHASE ONE,  
AND DECLARING AN EMERGENCY**

**WHEREAS**, Choice One Engineering provided plan review services for the Village for the Riverside residential development (formerly known as Rivers Crossing South); and,

**WHEREAS**, the developer has satisfied all of the conditions necessary prior to beginning construction; and,

**WHEREAS**, the Village desires to have onsite construction inspection services for developments to ensure all work meets the approved plans and specifications; and,

**WHEREAS**, immediate action is required to assure construction inspection can be completed in a timely manner, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

**Section 1.** That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with Choice One Engineering for consulting engineer services for required inspection services for the construction phase of Riverside Subdivision Phase One for a not to exceed amount of \$13,710.00.

**Section 2.** That the Council is acting in its administrative capacity in adopting this Resolution.

**Section 3.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 4.** That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of



the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

**Section 5.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this \_\_\_\_\_ day of October, 2016.

Attest: \_\_\_\_\_  
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2016 (if applicable)	Effective Date – / /2016
Vote - ____ Yeas ____ Nays	
First Reading – / /2016	Effective Date – / /2016
Second Reading – / /2016	
Third Reading– / /2016	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/2016

## **MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

This MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (the "Agreement") made as of the date stated below, between the Village of South Lebanon, Ohio, 99 S. High Street, South Lebanon, OH 45065 (the "Village") and Choice One Engineering, organized under the laws of the State of Ohio as a Corporation, whose address is 203 W. Loveland Ave., Loveland, Ohio 45140 ("Consultant").

The Village and the Consultant in consideration of their mutual covenants herein agree, in respect of the performance of professional consulting services by Consultant and the payment for those services by the Village, to the following terms, conditions and obligations.

### **SECTION 1 - BASIC SERVICES OF CONSULTANT**

- 1.1 The Consultant agrees to provide consulting engineering products and/or services (the "Basic Services"), all in accordance with the scope of work described in Exhibit 1 herein.

### **SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

- 2.1 If authorized in writing by the Village and Consultant, Consultant shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services. Such additional services are particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1-A.

### **SECTION 3 – THE VILLAGE’S RESPONSIBILITIES**

The Village shall:

- 3.1. Provide all criteria and full information for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist Consultant by providing all available information pertinent to the Basic Services in the possession of the Village including any previous reports and any other data relative to the Project.
- 3.3. Furnish Consultant, as required for performance of Consultant's Basic Services, data prepared by or services of others, as applicable.
- 3.4. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform the scope of services.
- 3.5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant, obtain advice of an attorney, insurance counselor and other Consultants as the Village deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

- 3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Basic Services and such approvals and consents from others as may be necessary for completion of the Basic Services.
- 3.7. Provide such accounting, insurance counseling and such legal services as may be required for the Basic Services, such legal services as the Village and Consultant may require or Consultant may reasonably request with regard to legal issues pertaining to the Basic Services.
- 3.8. Designate in writing the person or persons to act as the Village's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.
- 3.9. Give prompt written notice to Consultant whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect in the work of any third party.
- 3.10. Furnish, or direct Consultant to provide, upon approval of the Village, necessary Additional Services as stipulated in accordance with Section 2 of this Agreement or other services as required. (Intentionally Omitted)
- 3.11. Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1. The provisions of this Section 4 and the various rates of compensation for Consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Basic Services.
- 4.2. Upon receipt of a written notice to proceed from the Village, Consultant shall proceed with the performance of the services called for in a task order to be issued at a future date.
- 4.3. Consultant's services to be rendered thereunto shall be considered complete upon final payment issued by Village.
- 4.4. If the Village has requested significant modifications or changes in the extent of the Project, the time of performance of Consultant's services and his/her/its various rates of compensation shall be adjusted appropriately, upon approval of the Village and the Consultant of a written Schedule.

#### **SECTION 5 - PAYMENTS TO CONSULTANT**

##### **5.1 Methods of Payment for Services and Expenses of CONSULTANT**

- 5.1.1. For Basic Services. The Village shall pay Consultant for Basic Services rendered under Section 1 as follows:

The price for the products and/or services provided herein and the method of payment thereto shall be on a time-and-materials basis in accordance with the hourly rate established in Exhibit "1". **THE TOTAL PRICE FOR THE BASIC SERVICES SHALL NOT EXCEED \$13,710.00** The Village shall not be

responsible for the cost of any Basic Services that exceeds the aforementioned not-to-exceed price without prior written authorization from the Village.

- 5.1.2 For Additional Services. The Village shall pay Consultant for Additional Services rendered set forth in Exhibit 1 based on the hourly rates for Professional Consulting Services, as particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1.

## **5.2 Times of Payments.**

- 5.2.1. Consultant shall submit itemized statements for Basic and Additional Services rendered. The Village shall make prompt payments in response to Consultant's itemized statements by mailing via ordinary U.S. mail such payment no later than five (5) business days after the Village Council's regularly scheduled Council Meeting on the 3<sup>rd</sup> Thursday of each month.

## **5.3 Other Provisions Concerning Payments.**

- 5.3.1. If the Village fails to make any payment due Consultant for services and expenses within forty-five (45) days after receipt of Consultant's itemized statement therefore, the amounts due Consultant shall include a charge at the rate of 1% per month from said 45th day, and in addition, Consultant may, after giving seven days written notice to the Village, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.
- 5.3.2. In the event of termination by the Village under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due Consultant for all services satisfactorily rendered through such phase shall constitute total payment for such services.
- 5.3.3. Records of Consultant's Salary Costs pertinent to Consultant's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to the Village upon request prior to final payment for Consultant's services.

## **5.4 Definitions**

- 5.4.1. The Payroll Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; Consultant's architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination.**

The obligation to provide services under this Agreement may be terminated by either party for no cause upon seven (7) days' written notice by certified mail, return receipt requested.

## **6.2 Reuse of Documents.**

All documents prepared by Consultant pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Village or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Village's risk and without liability or legal exposure to Consultant. Any verification or adaptation requested by the Village to be performed by Consultant will entitle Consultant to further compensation at rates to be agreed upon by the Village and Consultant.

## **6.3 Controlling Law and Venue**

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.

## **6.4 Successors and Assigns.**

- 6.4.1. The Village and Consultant each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2. Neither the Village nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Village and Consultant.

## **6.5 Modification or Amendment**

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

## **6.6 Construction**

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

#### **6.7 Waiver**

No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

#### **6.8 Relationship of Parties**

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement.

#### **6.9 Parties**

Whenever the terms "the Village" and "Consultant" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the Village and the Consultant.

#### **6.10 Headings**

Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

#### **6.11 Notices**

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: The Village of South Lebanon, Ohio  
Attn. Village Administrator  
99 S. High Street  
South Lebanon, OH 45065

Consultant: Choice One Engineering  
Attn. Nicolas J. Selhorst, P.E.  
Address: 203 W. Loveland Ave.  
Address: Loveland, Ohio 45140

#### **6.12 Insurance**

Consultant shall carry comprehensive general and professional liability insurance, with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide the Village with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the Village. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement. The insurance shall comply with all of the following provisions:

(a) The insurer shall have an AM Best rating of A- or better, unless otherwise agreed by the Village in writing;

(b) The insurance coverage must have commercial general liability limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the minimum general aggregate shall be \$2,000,000;

(c) The insurance coverage must have professional liability (i.e. errors and omissions) limit of \$1,000,000 per occurrence.

(d) The automobile liability limit shall be at least \$500,000 per accident for bodily injury and property damage where applicable;

(e) The insurance coverage shall have Ohio stop gap employer's liability with a \$2,000,000 limit;

(f) The Consultant shall name the Village, its elected and appointed officials, agents, employees and volunteers as additional insureds to all insurance policies with waiver of subrogation against the Village, and shall furnish the Village with certificates of insurance naming such individuals and entities as additional insureds. The coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured's, whether available coverage is primary, contributing or excess, and shall provide the Village with the same coverage and duty to defend as the primary coverage provides for Consultant;

The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor; provided that all coverages for subcontractors shall be subject to all requirements stated herein; and

(g) Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the Village with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

## **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

**7.1 This Agreement is subject to the following special provisions, if any:**

7.1.1 None

**7.2. The following Exhibits are attached to and made a part of this Agreement:**

Exhibit "1"

## **SECTION 8 – DISPUTE RESOLUTION**

Any and all controversies, disputes, disagreements, claims and demands of whatsoever kind or nature arising out of or relating in any way to this Agreement, alleged breaches thereof, and/or the parties' relationship shall: (i) first be submitted to mediation before a mediator mutually agreed upon, and if mediation is not successful,

then; (ii) the parties may litigate the dispute subject to the jurisdiction and venue stipulation in Section 6, Paragraph 6.2 herein.

#### **SECTION 9 – ENTIRE AGREEMENT**

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the Village and Consultant, and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

#### **SECTION 10 – INDEMNIFICATION**

Consultant will indemnify and save the Village harmless from loss, claims, expenses, causes of action, costs, damages, and other obligations including but not limited to the Village's reasonable attorney fees, financial or otherwise, to the extent arising from (a) negligent, reckless, and errors or omissions by Consultant, its agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement

**[the remainder of this page is blank]**



**SECTION 11 – EXECUTION**

**CONSULTANT:**

**IN EXECUTION WHEREOF**, Choice One Engineering, the Consultant herein, has caused this Agreement to be executed on the date stated below by \_\_\_\_\_ whose title is \_\_\_\_\_, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**VILLAGE:**

**IN EXECUTION WHEREOF**, the Council of the Village of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Fiscal Officer, pursuant to Resolution No. 2016 - \_\_\_\_.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: James D. Smith

TITLE: Mayor

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Sharon Louallen

TITLE: Fiscal Officer

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
VILLAGE OF SOUTH LEBANON, OHIO

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

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

# Scope of Services

## Project Snapshot

Choice One intends to provide construction observation and administration services for the soon to be built Riverside Subdivision - Phase 1 off of Mason-Morrow-Millgrove Road.

## Project Details

- Riverside Subdivision, an approximately 140 lot subdivision, is about to be installed in the Village of South Lebanon. This first phase includes the grading work for the majority of the subdivision and the roadway and utility work for the first 41 lots.
- This project will not include any roadwork on Mason-Morrow-Millgrove Road. The only work in that roadway will be the water main connections.
- The existing road up to the old Siemens building will not be re-paved as part of this phase.
- Choice One's attached hourly rates will be utilized for this project.
- Choice One will perform construction observation services approximately 3 hours a day for nine weeks, which is the approximate amount of time Siteworx has on their construction schedule.
- Construction is planned for Fall 2016.
- The developer still needs to submit their final plat for the creation of the Phase 1 lots. Choice One will review the plat to ensure compliance with Village subdivision regulations.

## Project Services

### 1. Construction Observation and Administration

- a. Part time field construction observation including:
  - i. View Contractor's work to ensure it conforms to the construction plans and specifications. Construction Observation will be performed approximately three hours a day for nine weeks.
  - ii. Maintain orderly files for correspondence, daily reports, and work change directives.
  - iii. Negotiate all design changes in the field with the Contractor and Village.
  - iv. Maintain paper copy record drawings of design changes and utilities not located in the plans. One set will be provided with the completion of this project.
  - v. Job site photos.
- b. Conduct construction meetings with the Village and Contractor, if necessary.
- c. Participate in substantial and final walk through with Contractor and Village. Prepare and enforce punch list items.
- d. Review Contractor pay applications, if necessary.
- e. Review Final Plat to ensure it conforms to Village standards and write comment letter to Developer and Village.

## Additional Services

*We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.*

1. Record Drawings

## Client Responsibilities

- Provide property and/or right-of-way information, if available.
- Provide timely decisions to keep work on schedule.

# Compensation & Schedule

## Compensation

Hourly Not to Exceed Fee Schedule	
Construction Observation and Administration	\$13,710.00
<b>Total</b>	<b>\$13,710.00</b>

## Schedule

Choice One will be ready for the construction observation as soon as a signed agreement is returned and Siteworx begins work. Construction for this phase is anticipated to be complete prior to December 24, 2016.

# 2016 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$130
Professional Surveyor	\$105
Designer	\$85
Field Surveyor	\$90
Administrative	\$55
Resident Project Representative	\$80

All reimbursables such as reproduction, transportation, and project-related expenses will be charged at their cost.

Hourly rates may vary from this Standard Hourly Rate Schedule depending on project complexity, professional liability, or other agreements. Work that is required out of our normal working hours requiring overtime compensation may be subject to higher rates.

This Standard Hourly Rate Schedule is reviewed and adjusted at the beginning of each calendar year.



Village of South Lebanon  
99 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council

**CC:** Paul Revelson, Village Solicitor  
Sharon Louallen, Fiscal Officer

**From:** Jerry Haddix, Village Administrator

**Date:** October 4, 2016

**Subject:** Stone Lake Snow Removal Resolution

---

Attached is a snow removal agreement for the Stonelake subdivision for the 2016-2017 winter season.

The Stonelake HOA requested this again for this year. This is identical to the one from earlier in the year except there is a 4/30/17 ending date.

Let me know if you have any questions.

## **AGREEMENT FOR SNOW REMOVAL SERVICES**

This AGREEMENT FOR SNOW REMOVAL SERVICES (the "Agreement") made as of the date stated below, between the Village of South Lebanon, Ohio, 99 S. High Street, South Lebanon, OH 45065 (the "Village") and the Stonelake of Rivers Bend Homeowners Association Inc., an Ohio Corporation ("Stonelake"), whose address is 9916 Windisch Road West Chester, OH 45069;

Stonelake desires to engage Village to assist in snow removal services for the subdivision located in South Lebanon, Ohio, and further described in Plat Book 78, Pages 38 and 39, Warren County, Ohio Recorder's Office (the "Subdivision");

The Village and Stonelake, in consideration of their mutual covenants herein agree, in respect of the performance of snow removal services by the Village and the payment for those services by Stonelake, to the following terms, conditions and obligations.

### **SECTION 1 - BASIC SERVICES OF THE VILLAGE**

- a) The Village shall perform snow removal services for Parkside Drive, Stone Ridge Boulevard, and Lakeview Court contained within the Subdivision. Stonelake acknowledges that the Village first performs snow removal services on Village roadways with heavier traffic and that the streets mentioned herein are not of this nature. Stonelake acknowledges and agrees that the streets mentioned herein shall be treated in the same priority as other streets in similar surrounding subdivisions located in the Village.

### **SECTION 2 - STONELAKE'S RESPONSIBILITIES**

Stonelake shall:

- a) Pay to the Village the sum of \$150.00 per visit for the services provided herein. Stonelake shall make prompt payments in response to the Village's itemized statements by mailing via ordinary U.S. mail such payment no later than ten (10) days from the date of invoice
- b) If Stonelake fails to make any payment due the Village for services and expenses within thirty (30) days after receipt of the Village's itemized statement therefore, the amounts due the Village shall include a charge at the rate of 1% per month from said 30th day, and in addition, the Village may, suspend services under this Agreement until it has been paid in full all amounts due for services and expenses

### **SECTION 3 - PERIOD OF SERVICE**

- a) The Village agrees to provide the services stated herein to Stonelake from the date of execution of this Agreement until April 30, 2017. Upon the expiration of this Agreement, this Agreement shall terminate and the Village shall not be bound to provide any services as mentioned herein.

## **SECTION 4 – GENERAL TERMS**

### **a) Modification or Amendment**

- i. No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

### **b) Construction**

- i. Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

### **c) Waiver**

- i. No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

### **d) Relationship of Parties**

- i. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement.

### **e) Parties**

- i. Whenever the terms "the Village" and "Stonelake" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the Village and Stonelake.

### **f) Headings**

- i. Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

### **g) Notices**

- i. All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:
- ii. TO: The Village of South Lebanon, Ohio  
Attn. Village Administrator  
99 S. High Street  
South Lebanon, OH 45065

Stonelake:  
Attn.:

**h) Liability**

- i. The Village and Stonelake agree that the Village shall not be held liable for any damage incurred to Stonelake's property during the performance of the services provided herein. Property shall include, but is not limited to, streets contained in the Subdivision, and any personal property of residents in the Subdivision, including but not limited to vehicles, mailboxes, landscaping or yards, or other personal property.
- ii. Stonelake shall indemnify and hold harmless the Village, and its employees, officers, members of council, agents, successors, assigns, and/or authorized representatives from and against any and all liability, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments arising from or growing out of any injury to any person or persons or any damage to any property as a result of any services performed by the Village during the Term occasioned in any way as a result of the negligence by the Village or its or Lessee's employees, officers, members of council, agents, successors, assigns, and/or authorized representatives; including all legal costs and charges, including attorneys' fees, incurred in connection with any such matter and the defense of any action arising out of the same.

**SECTION 5 – ENTIRE AGREEMENT**

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the Village and Stonelake, and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

**SECTION 6 – EXECUTION**

**STONELAKE:**

**IN EXECUTION WHEREOF**, the Stonelake of Rivers Bend Homeowners Association Inc., , has caused this Agreement to be executed on the date stated below by \_\_\_\_\_, whose title is \_\_\_\_\_, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**VILLAGE:**

**IN EXECUTION WHEREOF**, the Council of the Village of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Fiscal Officer, pursuant to Resolution No. 2016-\_\_\_\_\_.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: James D. Smith

TITLE: Mayor

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Sharon Louallen

TITLE: Fiscal Officer

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
VILLAGE OF SOUTH LEBANON, OHIO

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

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



Village of South Lebanon  
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513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council

**CC:** Sharon Louallen, Fiscal Officer  
Paul Revelson, Village Solicitor

**From:** Jerry Haddix, Village Administrator

**Date:** October 4, 2016

**Subject:** Pennington's Car Wash

---

As you are aware, construction has commenced on High Street. The section between Pike Street and Forrest Avenue has been closed to "thru" traffic since 9/29.

Dillard Pennington, the owner of Pennington's Car Wash has submitted a request (see attached) to the Village to close for the duration of the construction, due to 1) limited access to his business; and 2) the construction dust that will deter customer from using the car wash.

In addition, the contractor will be providing a new 2" water service to that location. Therefore, there will be temporary shutoffs of the water service and the slight potential for damage to his pumps if the water service is unexpectedly disrupted and they are used without water.

Given the nature of the project, I am recommending that the Village pay Mr. Pennington to close the carwash until High Street is reopened and compensate him at a rate of \$60.50/day.

Let me know if you have any questions or would like additional information.

September 20, 2016

The Village of South Lebanon  
99 North High Street  
South Lebanon, Ohio 45065

RE: Street closures on Main Street

I am the owner of Pennington's Car Wash located on High Street. I respectfully request to be compensated while access is denied to my customers. The street closure will negatively impact my business. The very nature of my business is to provide a clean automobile. My customers will not drive through the construction debris and barricades to gain access to the business. It would not be beneficial to my customers to clean their cars and then be forced to drive through construction dirt and debris to exit. It would defeat the purpose of cleaning their automobile.

My expenses will continue occur, while the income drops to virtually zero. Typical expenses include, insurance, taxes, electricity, water etc. October is typically one of our busiest months averaging \$1,875 in earnings or approximately \$60.50 per day. If I lose the income for 4-6 weeks my profit for the year will be greatly reduced. I request that the Village replace the income that will be lost during the construction project.

Thank you for your time and consideration of this important matter.

Best Regards,

Dillard Pennington  
740 Riley Wills Rd.  
Lebanon, Ohio 45036  
513-932-4027



Village of South Lebanon  
99 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council

**CC:** Paul Revelson, Village Solicitor  
Sharon Louallen, Fiscal Officer

**From:** Jerry Haddix, Village Administrator

**Date:** October 4, 2016

**Subject:** Lift Station Servicing

---

Tony has received a quote from the Henry P. Thompson Co. (HPT) for the servicing of our seven (7) lift stations. Flygt, who also provides this service, did not, after multiple attempts, provide a quote.

I am requesting a motion to authorize HPT to service our seven (7) lift stations in the amount of \$7,000.00.

Let me know if you have any questions.



## Quotation

October 5, 2016

Tony Ledford  
Village of S. Lebanon  
Phone: 513-678-3609  
Fax:  
Email: tledford@southlebanonohio.org

### Quote Pump Station Maint.

We are pleased to provide the following quote for the below listed equipment:

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	1	Perform yearly service to 7 lift stations.		\$7000.00

Thank you for the opportunity to offer our quotation. Please do not hesitate to contact us immediately if you should have any questions.

Sincerely,

Scott Myers  
The Henry P. Thompson Company



**VILLAGE OF SOUTH LEBANON, OHIO**  
**RESOLUTION NO. 2016-\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL OFFICER TO EXECUTE A PLANNED MAINTENANCE AGREEMENT WITH BUCKEYE POWER SALES, INC. FOR SERVICING THE VILLAGE'S LIFT STATIONS FOR THE PERIOD OF 8/1/2016 THROUGH 7/31/2017**

**WHEREAS**, the Village's Planned Maintenance Agreement for servicing its Lift Stations expired on July 31, 2015, and continued maintenance is necessary.

**WHEREAS**, the Village desires to renew its agreement with Buckeye Powers Sales, Inc., under the terms and conditions set forth in the attached Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

**Section 1.** That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Planned Maintenance Agreement with Buckeye Power Sales, Inc., a copy of which is attached hereto.

**Section 2.** Authorizing the Fiscal Officer to pay invoices relating to the said Agreement for the period of 8/1/2016 to 7/31/2017.

**Section 3.** That the Council is acting in its administrative capacity in adopting this Resolution.

**Section 4.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 5.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this     day of     , 2016.

Attest: \_\_\_\_\_  
Sharon Louallen, Fiscal Officer/Clerk   James D. Smith, Mayor

Rules Suspended:	(if applicable)	Effective Date –
Vote - ____ Yeas ____ Nays		
First Reading –    /    /2016		Effective Date –    /    /2016
Second Reading –    /    /2016		
Third Reading –    /    /2016		
Vote - ____ Yeas ____ Nays		

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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





**Buckeye Power Sales Co., Inc.**  
4992 Rialto Road  
West Chester, Ohio 45069  
e-mail: [www.buckeyepowersales.com](http://www.buckeyepowersales.com)

(513)755-2323  
1-800-368-7422  
755-4515 Fax

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**SALES****SERVICE****PARTS****RENTAL**

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July 18, 2016

Village of South Lebanon  
PO Box 40  
South Lebanon, OH 45065

Dear Jerry Haddix,

Your generator maintenance agreement is due to expire soon, should you wish to renew your agreement please sign the enclosed copy and send it back to B.P.S. If you have any questions, please call me.

Your Emergency Power System is a very important piece of equipment. You must properly maintain, service, and test this system for positive results when it is called upon. Consideration of this proposal will be the first step in the right direction. Buckeye Power Sales has been servicing Ohio's emergency power needs since 1947. With BPS servicing your system, you can rely on factory trained personnel from one of Kohler's largest U.S. distributors. We offer 24 hours on call service and pride ourselves on responding to emergencies promptly.

Our current rates for service are as follows; \*\$115.00/hr for labor, and \*\$2.00/mile. We have set up discounted rates for any customer who has a service contract on the unit that we are called out to service. The discounted rates are as follows; \*\$98.00/hr for labor, and \*\$2.00/mile (These rates do not apply to call outs performed after hours or on holidays). Since we are the Kohler distributor in this area, Buckeye Power Sales provides the best source for genuine Kohler parts and for performing Kohler warranty work.

Enclosed is a copy of our service agreement. If you wish to take advantage of this service please sign the bottom of this page along with the enclosed copy, then send them to Buckeye Power Sales. The service agreement will be valid as soon as the payment is received. You will then be automatically invoiced for payment approximately 60 days before the annual renewal date on the agreement. This means that you the customer will be automatically under agreement annually unless either party gives notice of termination by mail or telephone at least 60 days before the auto renewal date.

If you do not wish to take part in this program but would like to sign for a one year agreement, simply sign the attached agreement with a note that you do not want to be automatically invoiced and send it back to Buckeye Power Sales Co. without this page. If you have any questions, please call me.

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Signature

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Date

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Please Print Name Here

Thank You

Marissa Maloney  
Contracts Coordinator



## Planned Maintenance Agreement Quote

Page 1

**Bill-to Customer No.** C00405838  
Village of South Lebanon  
PO Box 40  
South Lebanon, OH 45065  
USA

**Buckeye Power Sales Co., Inc.**  
4992 Rialto Road  
West Chester, OH 45069  
USA  
**Phone No.** 513.755.2323  
**Fax No.** 513.755.4515

**Contact** Jerry Haddix  
**Phone No.** 513-494-2296  
**E-Mail** jhaddix@southlebanonohio.org  
**Salesperson** Marissa Maloney  
**Description** Planned Maintenance Agreement

**Quote No.** PMA1009585  
**Accept Before**  
**Renewal Date** 08/01/16  
**Invoice Period** Year  
**Annual Amount** 2,155.00  
**Contract No.** PMA0WC3736  
**Contract Type** Contract Renewal

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

### Ship-to Address

Village of South Lebanon Grants Pass L.s.  
5095 Zoar Rd.  
South Lebanon, OH 45065

EQ0205362	Kohler 50REOZJD	KH50REOZ	3032865	770.00
	MAJOR Major -Fuel Sample			
	MINOR Minor			

### Ship-to Address

Village of South Lebanon Mckinley Pump  
107 W. Mckinley St.  
South Lebanon, OH 45065

EQ1007869	200REZXB, 200 kW, 60 Hz	KH200REZ	SGM322FN2	780.00
	MAJOR Major			
	MINOR Minor			

### Ship-to Address

Village of South Lebanon Rivers Crossing  
3649 N Lebanon Road  
LEBANON, OH 45036

EQ0203516	Kohler 20REOZJB	KH20REOZ	2154362	605.00
	MAJOR Major -Fuel Sample			
	MINOR Minor			



Bill-to Customer No. C00405838  
Village of South Lebanon  
PO Box 40  
South Lebanon, OH 45065  
USA

Contact Jerry Haddix  
Phone No. 513-494-2296  
E-Mail jhaddix@southlebanonohio.org  
Salesperson Marissa Maloney  
Description Planned Maintenance Agreement

**Planned Maintenance Agreement Quote**  
Page 2

Buckeye Power Sales Co., Inc.  
4992 Rialto Road  
West Chester, OH 45069  
USA  
Phone No. 513.755.2323  
Fax No. 513.755.4515

Quote No. PMA1009585  
Accept Before  
Renewal Date 08/01/16  
Invoice Period Year  
Annual Amount 2,155.00  
Contract No. PMA0WC3736  
Contract Type Contract Renewal

Addition to Section 3.06 - The venue for any and all claims, disputes, interpretations, and litigation of any kind arising out of this Agreement shall be exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternative dispute resolution), and each party hereby waives the right to initiate in or remove any such matters to any state or Federal court.

MM 8/10/16

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**Total** 2,155.00

Customer Signature Line

Please do not pay the total indicated on this Quotation as it does not include the applicable sales tax. A separate invoice will be sent for payment once the signed agreement has been returned to BPS.

PO # \_\_\_\_\_  
Sign \_\_\_\_\_  
Print James D. Smith, Mayor  
Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Paul R. Revelson, Village Solicitor



## BUCKEYE POWER SALES CO., INC.

## PLANNED MAINTENANCE AGREEMENT TERMS &amp; CONDITIONS

## ARTICLE ONE: TERM OF CONTRACT

- 1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).
- 1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.
- 1.03 Rates for extended years shall be determined at the beginning of each billing cycle.
- 1.04 Replacement parts will be billed at prices prevailing at time of use.
- 1.05 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

## ARTICLE TWO: REMEDIES FOR BREACH

- 2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 2.02 ~~Servicing Agent is not responsible for any consequential damages, test profits or any damages or losses.~~ MM 8/10/16
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

## ARTICLE THREE: TERMINATION OF AGREEMENT

- 3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party
- 3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:
- Bankruptcy or insolvency of either party
  - Assignment of this Agreement by either party without consent of the other party
  - Sale of the business of either party
  - Acts of God
  - Death or dissolution of either party
  - Impracticability and/or impossibility of performance
- 3.03 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.
- 3.04 ~~Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees (indemnitors) harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods, however, Customer shall not be required to indemnify to the extent of the actual damages sustained by Servicing Agent or its indemnitors.~~ MM 8/10/16
- 3.05 ~~If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.~~ MM 8/10/16
- 3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

## ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT

- 4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article
- 4.02 Periodic Service
- Services provided in each Servicing Agent's maintenance trip will include the following:
    - Inspect air cleaner
    - Check battery electrolyte levels and specific gravity
    - Test antifreeze and adjust
    - Clean battery terminals as necessary
    - Check coolant level
    - Check generator output voltage and adjust as necessary
    - Inspect belts and hoses as required
    - Emergency system operation without load transfer
    - Check engine heater operation
    - Frequency check/governor adjustment, as required
    - Check generator set for fuel, oil, coolant leaks
    - Check transfer switch and accessory operation (subject to owners approval and availability during service visit)
    - Check air intakes and outlets
    - Check engine alternator charge rates
    - Check transfer tank operation
    - Check engine and generator gauge and indicator operation
    - Drain exhaust line
    - Check generator set controller operation including shutdown functions
    - Inspect silencer
    - Perform engine checks per manufacturer's recommendations
    - Check battery charger operation and charge rate

PMA Quote No: PMA1009585

Customer Name: Village of South Lebanon

**BUCKEYE POWER SALES CO., INC.**

**PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS (continued)**

**4.03 Annual Maintenance**

- Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:

- Lube, oil and filter(s) change

- Fuel filter(s) change

- Engine tune-up with parts for gas or gasoline engines (per the manufacturer's service intervals) Additional pricing will apply if performed, by request of customer, outside of the manufacturer's recommended service intervals.

\*Air filter and Battery replacement will be quoted at recommended intervals and invoiced at an additional charge. This charge is over and above the price of the Planned Maintenance Agreement unless otherwise specified and/or included in the Planned Maintenance Agreement.

**4.04** This Planned Maintenance Agreement is not a guarantee of equipment availability.

**4.05 Load Bank Service (only if specified as "Additional Services")**

- Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.

**4.06** Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or materials are under this Agreement unless specifically referred to herein.

**4.07 THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.**

**AGENDA**  
**WORKSHOP MEETING OF VILLAGE COUNCIL**  
**OCTOBER 6, 2016**  
**7:00 P.M.**

1. Mayor Smith calls the meeting to order.
2. Roll Call:

Randall Atkins	Bill Madison
James Boerio	Steve Riley
Sue Johnson	George Teasdale
3. Guests:
4. Floor open to the public:
5. New Business:
6. Old Business:
7. Communications and reports from Village Officials and Committees
  - a. Mayor
  - b. Fiscal Officer
  - c. Solicitor
  - d. Administrator
  - e. Sgt.
  - f. Council Members
8. Adjournment



Village of South Lebanon  
99 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council  
**From:** Jerry Haddix, Village Administrator  
**Date:** October 4, 2016  
**Subject:** Autumn Blast Half Marathon

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On October 15<sup>th</sup>, the Autumn Blast Half Marathon (formerly Loveland ½ Marathon) will take place here and in the surrounding areas with the start & finish at Rogers Park. A course map is attached.

Jonathan Grinder, of Tucson Racing, is projecting between 400-500 participants. He will set up early in the morning. The music will start at 7:30 a.m. and Main Street will be closed from 7:45 a.m. to about 8:15 a.m.

They have coordinated this with the Sheriff's Office and the Union Township Fire Department.

Let me know if you have any questions or would like additional information.