



**West Milton Council Workshop
May 26th, 2026
6:30 p.m.**

1. Call to Order by Mayor Jeremy Sodders
2. Roll Call
3. Enter into Regular Session
4. Ordinances/Resolutions

CM-26-37 An **Ordinance** (*Second Read*) Amending Chapter 32 Personnel Rules of the Code of Ordinances for the Municipality of West Milton, Ohio

CM-26-41 A **Resolution** to Authorize the Municipal Manager to Purchase Real Estate on Behalf of the Municipality of West Milton

5. Exit from Regular Session
6. Wastewater Treatment Plant Design - Wessler
7. Parking Prohibitions (Blocking Mailboxes)
8. Problem Sidewalks
9. Community Pride Award Schedule
10. Ohio Real Estate Property Tax
11. Old Business
12. New Business
13. Adjournment

ORDINANCE 26-37

**AN ORDINANCE AMENDING CHAPTER 32 PERSONNEL RULES OF THE
CODE OF ORDINANCES FOR THE MUNICIPALITY OF WEST MILTON,
OHIO**

WHEREAS, the Municipality's Personnel Rules found in Chapter 32 of the West Milton Codified Ordinances were last updated on December 15, 2015; and

WHEREAS, a committee consisting of Municipal employees was formed by the Municipal Manager to thoroughly review the current Personnel Rules and provide a recommendation of modifications to the Municipal Manager and the Personnel Board; and

WHEREAS, Council having received a recommendation from the Municipal Manager and the Personnel Board to adopt the changes to the Personnel Rules requested by the committee, believes it to be in the best interest of the Municipality to update Chapter 32 of the Codified Ordinances to reflect current practices and state laws.

NOW, THEREFORE Be It Ordained by the Council of the Municipality of West Milton, that:

SECTION I: Chapter 32 of the West Milton Codified Ordinances is hereby amended, in its entirety, as set forth in attached Exhibit A, incorporated herein as if fully rewritten.

SECTION II: This Ordinance shall be effective from and after the earliest period allowed by law.

Passed this _____ day of _____, 2026.

Jeremy Sodders, Mayor

Attest:

Laura Wright, Clerk of Council

APPROVED TO AS FORM:

Leneé M. Brosh, Law Director



PERSONNEL RULES

*Updated December 15, 2015
Updated March 17, 2026*

CHAPTER 32: PERSONNEL RULES

Section Hiring & Selection

- 32.01 Competitive; Noncompetitive Positions
- 32.02 Merit System Employer
- 32.03 Hiring Policy
- 32.04 **Nepotism**
- 32.045 Promotions; Reallocations; Transfers
- 32.056 Equal Opportunity Employer
- 32.067 EEO/ADA Coordinator
- 32.078 Americans with Disabilities Act
- 32.09 Discriminatory Harassment

Employment

- 32.10 Employment by the Municipality of West Milton
- 32.11 Classification of Employees
- 32.12 Probationary Period
- 32.13 Performance Evaluation
- 32.14 Travel **and Training**
- 32.15 Employee Organizations

Compensation and Benefits

- 32.20 Wages and Pay Plan
- 32.21 Hours of Work
- 32.22 Adjustments in Pay
- 32.23 Overtime **and Compensation Time**
- 32.24 Longevity Pay
- 32.25 Uniform Allowance
- 32.26 Medical and Life Insurance
- 32.27 PERS and PFDPF
- 32.28 Medical Evaluation

Leaves and Absences

- 32.30 Vacation Time
- 32.31 Holidays ~~and Personal Leave~~
- 32.32 **Personal Leave**
- 32.33 Sick Leave
- 32.34 Duty Injury Leave
- 32.35 Leave without Pay
- 32.36 Leave for Military Service
- 32.37 Funeral Leave
- 32.38 Family and Medical Leave
- 32.39 Jury Leave

Employee Conduct

- 32.40 Attendance; Lunch Breaks
- 32.41 Use of Municipal Tools, Equipment, Supplies and Vehicles
- 32.42 Dress and Appearance
- 32.43 Solicitation and Distribution Rule
- 32.44 Ethics in Public Employment
- 32.45 Alcohol and Drugs
- 32.46 Drug Alcohol Testing
- 32.47 ~~Employer Information and Computer and E-Mail Use~~ Technology & Digital Communication
- 32.48 Absenteeism and Notification of Absence
- 32.49 Sick Leave Abuse

Discipline and Grievance Procedure

- 32.50 Discipline
- 32.51 Grievance Procedures

Employment Separation

- 32.60 Resignation
- 32.61 ~~Job Abandonment~~
- 32.62 Reduction in Force
- 32.63 Retirement
- 32.64 ~~Disability Retirement~~ Layoff/Recall
- 32.70 Emergency Declaration
- 32.71 Conflict of Law

Municipality of West Milton Mission and Purpose

The mission of the Municipality of West Milton, Ohio is to provide the **quality of life, safety and welfare, and balanced growth** to our resident's daily lives.

Quality of Life: *Enhancing the daily lives of our residents through essential services and local initiatives.*

Safety and Welfare: *Improving the safety, health, and welfare of all citizens by providing safe, clean water to drink, wastewater collection and treatment, storm water sewers, green space for recreation, well maintained streets, proactive code enforcement and emergency response.*

Balanced Growth: *Guiding potential growth through a Comprehensive Plan that protects the unique "small-town" character while fostering economic growth.*

PREAMBLE

Welcome to the Municipality of West Milton! This Personnel Policy Manual (“Manual”) contains the personnel policies and procedures, standards of conduct, work rules, benefits, and other information applicable to employees of the Municipality of West Milton. The Manual applies to all employees under the authority of the Municipality and the several departments thereof.

This Manual is not intended to set out every detail of the operations of the Municipality. Rather, this Manual should serve as a guide for employees, department heads, and managers in their day-to-day activities. In addition to the standards of conduct in this Manual, employees are expected to use common sense and reasonable judgment in the performance of their duties and responsibilities.

All employees are responsible for reading and understanding this Manual. Any question about a provision in this Manual, or items not covered in this Manual such as rules, written or unwritten, express or implied, should be directed to the employee’s immediate supervisor or to the Municipal Manager.

The policies and procedures in this Manual, and the communications interpreting and enforcing them, supersede all previous written personnel policy manuals of the Municipality. The Municipality reserves the right to supplement this Manual with additional policies, procedures, work rules, and other workplace directives.

From time to time, the Municipality may review its employment policies, procedures, benefits, and expectations and change them to reflect current needs. For this reason, the policies, procedures, benefits, and expectations listed in this Manual are subject to change in the future. The Municipality reserves the right to modify, amend, delete, supplement, rescind or revise any or all provisions in this manual at any time. It is your responsibility to read and understand any such changes.

This Manual is intended to comply with applicable laws, rules, regulations, and general Municipal policy. If there is a conflict between this Manual and any applicable law, rule, or regulation, the applicable law, rule, or regulation prevails.

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 article or section of this Manual is restrained by a court, the remainder of this Manual and any amendments shall not be affected 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 Municipality’s intent.

A delay or omission by the Municipality in the exercise of any policies or procedures shall not impair its rights or remedies, nor be construed as a waiver. While the Municipality strives for consistency in its operations, upon certain circumstances, the Municipality may exercise discretion in applying the policies in this Manual, which may include deviating from the language in this Manual.

AT-WILL DISCLAIMER

THIS MANUAL IS NOT AN EMPLOYMENT CONTRACT, EXPRESS OR IMPLIED. NOTHING CONTAINED IN THIS MANUAL SHOULD BE CONSTRUED AS A CONTRACTUAL OBLIGATION TO CONTINUED EMPLOYMENT OR BENEFITS. THE RULES, POLICIES, AND PROCEDURES IN THIS MANUAL ARE NOT CONDITIONS OF EMPLOYMENT, NOR DO THEY CREATE PROPERTY RIGHTS IN JOBS.

THE EMPLOYER RETAINS THE RIGHT TO HIRE, SEPARATE, SET COMPENSATION, AND TO MANAGE ALL EMPLOYEES WITHOUT RESTRICTION TO THE EXTENT THE EMPLOYER IS NOT PROHIBITED BY APPLICABLE LAW. THE EMPLOYER ALSO RETAINS ALL SUCH RIGHTS REGARDING CLASSIFIED AND UNCLASSIFIED EMPLOYEES AS ALLOWED BY LAW.

EMPLOYEES OF THE VILLAGE ARE CONSIDERED "AT-WILL" AND DO NOT HAVE THE SAME PROTECTIONS AS CLASSIFIED EMPLOYEES UNDER THE STATE OF OHIO'S CIVIL SERVICE LAWS DURING THEIR EMPLOYMENT. SIMILARLY, COVERAGE UNDER ONE OR MORE OF THESE POLICIES DOES NOT CONFER CIVIL SERVICE STATUS. NOTHING IN THIS MANUAL SHOULD BE CONSTRUED AS ALTERING THE AT-WILL NATURE OF THE EMPLOYMENT RELATIONSHIP BETWEEN THE VILLAGE AND ITS EMPLOYEES.

NO REPRESENTATIVE OF THE VILLAGE HAS ANY AUTHORITY TO ENTER INTO AN AGREEMENT WITH AN EMPLOYEE THAT IS CONTRARY TO THE POLICIES AND PROCEDURES CONTAINED HEREIN.

HIRING & SELECTION

§ 32.01 COMPETITIVE, NONCOMPETITIVE POSITIONS

As required by Charter Article 6.07 (E) (1) all employees shall be placed into competitive and noncompetitive positions, as follows:

- (A) Noncompetitive positions shall include the director of each administrative department created by Charter, Article VI and shall include the Fire Chief and Police Chief.
- (B) All employees whose salaries or benefits are paid in any part by non-municipal (i.e. state, federal, county, township) funds shall be classified in the noncompetitive class.
- (C) All other municipal employees not specifically enumerated in division (A) or (B) of this section shall be classified as competitive positions.
(AM. Ord. CM-759, passed 4-8-86; Am. Ord. CM-904, passed 9-12-89)
- (D) Regardless of whether an employee is in the competitive or noncompetitive class, employment with the Municipality is employment at-will and no tenure right is guaranteed.

§ 32.02 MERIT SYSTEM EMPLOYER

As an entity that receives grants, the Municipality is committed to the concept of a merit system. Under the Municipality's merit system, employees and applicants shall be evaluated solely on merit without regard to race, sex, religion, disability, national origin, or any other factor prohibited by law.

§ 32.03 HIRING POLICY

- (A) *Appointing Authority:* As provided by Section 5.05 of the Charter, the Municipal Manager is the appointing authority of all municipal employees and appointive administrative officers of the Municipality and shall make such appointments as prescribed by the Municipal Charter, ordinances, resolutions and other applicable rules. The Municipal Manager may delegate recruitment, testing and interviewing procedures to other Municipal employees or officers.
- (B) *Merit Principle:* As required by Charter Article 6.07 (B), All appointments and promotions shall be made solely based on merit and fitness demonstrated by examination or other evidence of competence.
- (C) *Competitive Positions:* If the Municipal Manager and the head of the administrative department or line division determine that the work force needs to be expanded or a current employee leaves, the Municipal Manager will verify that the position is authorized, and funds are available.
 - (1) *Filling new/existing positions:* When a new position has been created, due to an increased demand for municipal services or mandate by law, or if an existing position becomes vacant, the following procedures shall be followed.

- (a) Such vacancies shall be advertised. ~~in a newspaper of local circulation within the Municipality for a period of one week for two consecutive weeks.~~ Advertising may include, but is not limited to, ~~through~~ social media sources, on-line applications, posting flyers to local colleges and universities, advertising in on-line apps for hiring, etc.
 - (b) Applications filed with the Municipality within the last twelve (12) months will be reviewed to determine if any applicants have filed for the opening or a similar position.
 - (c) The Manager and/or the head of the administrative department or division shall review all applicants to determine which ones meet the minimum established qualifications for the position and those people may be invited to participate in the selection process.
 - (d) To determine the most qualified applicant such methods including written or oral ~~exams~~ interviews, medical examinations, psychological examinations, experience and training evaluations or demonstrations of pertinent job skills may be employed. If multiple people apply for the position and are found to be qualified, they may be ranked based on the testing process established prior to the position announcement. ~~more than 10 people participate in the testing a ranked listing shall be compiled and an appointment made by anyone standing in the top ten (10). If less than 10 people participate in the testing, an appointment may be made by any of the applicants meeting the qualifications established.~~
 - (e) All new employees may be subject to drug testing and a background check.
- (2) *Filling positions by promotion.* When a position is to be filled by promoting an employee from the next lower job classification, notice shall be posted at least two weeks before any examination or other method to determine the best applicant is undertaken. If no current employee wishes to apply for the position the procedures for a new hire shall be followed using the same optional methods of selection.
- (D) Grievances by applicants and/or employees regarding scoring, ranking or other examination related grievances may be presented to the Personnel Board.
 - (E) *Urgent Reasons.* When there are urgent needs for filling a vacancy, ~~or in the event of certain special needs,~~ the Municipal Manager may ~~make such provisional or~~ temporarily make an appointments as deemed necessary. In such circumstances, the Municipal Manager will file a statement of the "urgency" with the Personnel Board. The Municipal Manager will then follow the filling of a vacant position as prescribed.
 - (F) *Noncompetitive Positions.* Noncompetitive positions are filled according to the Charter by the Municipal Manager appointing a person, by the Council approving the appointment. (Am. Ord. CM-904, passed 9-12-89).

32.04 Nepotism

- A. Pursuant to Ohio Revised Code 2921.42, it is important to have a policy to prevent the possibility of nepotism in the workplace. Courts have generally upheld anti-nepotism policies as constitutional because the employer has a rational basis for wanting to prevent:
 - 1. Favoritism in job assignment, job promotion, additional employment, and pay.
 - 2. Creation of morale problems.
 - 3. Reduction in productivity
 - 4. Increased absenteeism
 - 5. Conflicts of interest
 - 6. Problems in administering discipline.
- B. “Related” employees as identified in this paragraph include those people related to employees, public officials, or members of the Municipal Council through family of origin, extended family, or marital affiliation. For the purposes of this policy, the terms “related” employees and “relatives” include spouse, child / step-child, son-in-law, daughter-in-law, parent, sibling / step-sibling, uncle, aunt, nephew, niece, grandparent, grandchild, or any other person related by blood or marriage and residing in the employee’s household
- C. This policy prohibits “related” employees from occupying positions within the same hierarchy of supervision. Furthermore, a public official / board member is prohibited from soliciting or using his authority or influence, formally or informally, to secure the employment of a “related” employee, or to otherwise act with respect to that related individual’s employment. These matters include, but are not limited to, any of the following:
 - 1. Changes in compensation or benefits (vacation, sick leave, holidays, etc.) that are determined by individual working conditions.
 - 2. The assignment of duties that will change the terms of employment, evaluations, and actions involving promotions, discipline, layoffs, and termination.
- D. This policy does, however, permit the hiring of “related” employees, provided that paragraph (C) is not violated.
- E. If two (2) employees of the municipality marry subsequent to the adoption of this policy, all of the policy requirements shall be applicable to them.
- F. Any employees / public officials who violate this policy will be disciplined accordingly, up to and including termination.
- G. Employees / public officials must notify the Municipal Manager or designee prior to any “newly formed” family relationships (marriage, adoption) between employees that will result in a violation of this policy.
- H. The Municipal Manager or designee will work with the employee who become part of any “newly formed” family relationship to avoid any violations of this policy.
- I. Further, this policy’s application is intended for the administrative operations of the Municipality. Persons are not barred or precluded from employment with the Municipality based on a relationship with a member of the Municipal’s legislative body.

§ 32.045 PROMOTIONS; REALLOCATIONS; TRANSFERS

(A) As used in this section:

- (1) "Promotion" means a change in employment status from a position in one class to a position in another class with more responsible duties and a higher pay grade.
 - (2) "Reallocation/reclassification" means a reassignment in pay grade or a change in allocation of an individual position by raising it to a higher class, reducing it to a lower class or moving it to another class at the same level on the basis of a significant change in the kind, difficulty or responsibility of the work performed in such position Which have occurred over a period of time or result from the assignment of substantially additional duties.
- (B) Promotions shall be based strictly on merit and fitness as determined by competitive examinations and on records of merit, efficiency, character, conduct and seniority. Eligibility to take promotional exams may include employees in specific classifications in several departments, or they may be limited to employees in the department having the vacancy depending upon the specialization required of the job. Employees who are promoted shall serve a probationary period of ~~six (6)~~ **twelve (12)** months to determine their fitness for the new position.
- (C) Whenever the duties of a position become significantly changed, the Municipal Manager, with Council approval, may reallocate/reclassify the position to a more appropriate class or pay grade based upon the required skills and responsibilities. In instances where the reclassification advances the position to a higher class, the incumbent of such position may be advanced thereto, provided he/she possess the minimum qualifications required by the classification. Such advancement, at the discretion of the Municipal Manager, may require that the incumbent demonstrate qualifications by passing a noncompetitive examination for the class.
- (D) The Municipal Manager may, at any time, transfer an employee to another position in the same or a comparable class **with just cause**. Transfers shall not be used to promote, reduce or increase or decrease the salary of an employee. No person shall be transferred to a position for which they do not possess the required minimum qualifications

§ 32.056 EQUAL OPPORTUNITY EMPLOYER

All employees and applicants for employment will be recruited, hired, promoted, transferred, demoted, laid off, terminated, suspended, evaluated, or otherwise dealt with in a fair and equitable manner based solely upon merit, fitness, and ~~such bona fide occupational~~ based on qualifications ~~as each the individual might possess~~**es**. No personnel decisions shall be based upon race, color, religion, sex, national origin, age, **gender identification**, or disability, except where such criteria constitute ~~such a bona fide occupational~~ requirement.

The municipality will not discriminate against any person based upon that individual's

national origin except as required in conformance with the Immigration Reform and Control Act. There shall be no discrimination against any applicant intending to become a U.S. citizen, in accordance with the provisions of the Immigration Reform and Control Act policy.

§ 32.067 EEO/ADA COORDINATOR

- (A) The Municipal Manager shall be the municipal EEO/ADA Coordinator and shall be responsible for providing information regarding the municipality's commitment to a workplace free of discrimination. The Municipal Manager ~~or designated agent~~ shall also be responsible for reviewing and resolving ~~conflict~~ complaints involving alleged discrimination.
- (B) It shall be the responsibility of the EEO/ADA Coordinator to ensure that no supervisor or management level employee makes any inquiry regarding an applicant or candidate's race, age, color, religion, sex, national origin, ~~gender identification~~, or disability, except to the extent necessary in gathering voluntarily relinquished equal employment opportunity statistical data.

§ 32.078 AMERICANS WITH DISABILITIES ACT

The municipality recognizes that federal and state law prohibit discrimination ~~on the basis of~~ ~~based on~~ disability, and vows to maintain facilities that are accessible to all, as required by law; and to maintain a work environment free of discrimination. For ADA purposes, the Coordinator and Ombudsperson shall be the Municipal Manager.

§ 32.089 ~~DISCRIMINATORY~~ DISCRIMINATION AND/OR HARASSMENT

It is the policy of the municipality to maintain an environment free from ~~all forms of discriminatory~~ harassment for all employees, including gender-based discrimination due to sexual harassment. To maintain this environment, ~~discriminatory~~ harassment, whether committed by supervisors, co-workers, or members of the public, of opposite or same gender is strictly prohibited.

(A) Definition

~~Discriminatory~~ Harassment is any type of harassing conduct that is based upon an employee's race, color, sex, national origin, age, religion, or disability. Sexual Harassment 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.
- (3) Graphic or degrading verbal or written comments about an individual, the individual's appearance, or the individual's sexual orientation.
- (4) The display of sexually suggestive objects, pictures, or the display of same through ~~other media~~ ~~any form of social 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; and

- (6) Any offensive, abusive, or unwanted physical contact.
- (7) **Any other form of harassment not listed herein.**

(B) Responsibility/**Duty to report**

- (1) It is the responsibility of all employees to aid the employer in maintaining a work environment free from **harassment** ~~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 any municipal employee, or vendor, but fails to report same, may be subject to disciplinary action.
- (2) It is further the responsibility of each 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 management to maintain an environment free from ~~discriminatory~~ harassment. Management shall ensure that its supervisors are sufficiently trained in recognizing ~~discriminatory~~ harassment, the complaint and reporting procedures, the proper methods of investigating complaints of sexual harassment, and the disciplinary procedure regarding sexual harassment.
- (4) Management shall also ensure that all employees are aware of this policy and will ensure that all employees receive sufficient training to maintain an environment free from ~~discriminatory~~ **discrimination and/or** harassment. Additionally, each newly hired employee will receive training in this policy as a part of their employee orientation.

(C) Procedure

- (1) Once a complaint of ~~discriminatory~~ harassment has been received, or an ~~instance of~~ sexual harassment has been reported (see Complaint Procedure, below), the proper member of management will **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 sexual 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 sexual 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 sexual harassment has occurred, the complaining employee and/or reporting employee will be informed of same.

(D) Complaint Procedure

Any employee who believes that he/she has been the subject of discriminatory harassment, and/or any employee who has witnessed an incident, or incidents of such harassment, should report the matter(s) to the proper authority immediately.

(1) Reporting Procedure

- (a) Any employee who believes that he/she has been the subject of or witness to ~~sexual~~ harassment should immediately report the alleged act(s) to his/her immediate supervisor, department head, or the EEO Coordinator.

If the immediate supervisor, department head, or EEO Coordinator is the subject of the complaint, the employee should report to the next higher-ranking person in the department's ~~table of~~ organization. The employee should report the complaint to the Municipal Manager if all lower positions in the chain of command are implicated in the complaint. Should the Municipal Manager be the subject of the complaint, the employee should report the matter to a member of council. Should a member of council be the subject of the complaint, the employee should report the matter to the Director of Law.

- (b) The employee alleging ~~discriminatory~~ harassment shall complete ~~the EEO Complaint form~~ **a written statement** provided for that purpose. The employee ~~should~~ **shall** provide:
1. The employee's name;
 2. The name of the ~~subject of the complaint~~; **person the complaint is against.**
 3. The act(s) ~~complained of~~; **basis of the complaint.**
 4. The date(s) ~~of the act(s)~~; **when alleged said to have occurred.**
 5. Any witnesses to the ~~complaint alleged acts~~; and
 6. ~~The remedy the employee is seeking.~~ **The outcome the employee is seeking**
- (c) If the employee alleging ~~discriminatory~~ harassment is unwilling to complete the ~~complaint~~, **written statement**, the matter should be addressed under the "duty to report" ~~section and the form~~ completed by the person to whom the verbal complaint was made.
- (d) After the ~~EEO-complaint form~~ has been completed, the complaint will promptly be investigated by the EEO Coordinator or designee, or other authorities as stated in this section. **The complaint will be assigned for investigation within two (2) business days of the complaint being filed, and may be subject to extensions when reasonable.** ~~This form should be completed by the employer as soon as possible, and no later than two (2) working days after the date the alleged harassment occurred.~~

- (e) If the investigation reveals that the complaint is valid, prompt action will be taken to end the harassment immediately.

EMPLOYMENT

§ 32.10 EMPLOYMENT BY THE MUNICIPALITY OF WEST MILTON

- (A) Employment with the Municipality of West Milton is employment with a public agency. All employees and officers of the Municipality are subject to the laws of the State of Ohio, the United States Government, the Municipal Charter, ordinances, and policies established by the Municipality as a condition of employment.
- (B) Employees are at all times required to perform their assigned duties in a responsible, professional manner.
- (C) It is the responsibility of all employees with the Municipality to recognize that the chief function of this local government is to serve the best interests of the citizens of West Milton. Employees must also be cognizant of the fact that they represent the Municipality both on and off duty.
- (D) The Provisions in these Personnel Rules apply to full-time employees except that policies regarding rules of conduct apply to all employees. None of these policies establish tenure or contractual rights for employees not required by law. The council by approved the Employment Agreement may modify the benefits provided herein for exempt employees.
- (E) The Municipality will institute an Outside Employment Policy that will be updated accordingly and approved by the Municipal manager.

§ 32.11 CLASSIFICATION OF EMPLOYEES

- (A) The number and types of employees shall be determined by the Council based upon the recommendation of the Municipal Manager and subject to budget appropriation.
- (B) The Municipal Manager or his/her designee shall maintain a current roster of all Municipal employees, matching job or classification descriptions that assign duties, authorities and responsibilities and a record of which positions are presently filled or vacant and the pay grade assigned.
- (C) The number of employees authorized for a specific classification may be exceeded, if necessary, to provide a training period for a new employee, to replace an employee on a temporary absence or in the case of an emergency for a period of not more than thirty (30) days.

As used in this Chapter except for the purposes of reduction in force:

- (1) A full-time employee is one who works a full workweek and whose employment is permanent in nature.

- (2) A part-time employee is one who does not work a full work week, whose employment is permanent in nature, **and does not exceed an average of 30 hours per work week during the year.**
- (3) A temporary employee is an employee appointed for a limited period of time fixed by the Municipal Manager. **(le: interns)**
- (4) A seasonal employee is an employee who works a certain regular season or period of each year performing some work or activity limited to that season or period of the year. **(le: summer labor)**
- (5) An exempt employee is one who is employed in a salaried position and is exempt from overtime payment. These positions are identified as exempt by legislation, job description or letter from the Municipal Manager. A nonexempt employee is one who is employed in an hourly position eligible for overtime.

§ 32.12 PROBATIONARY PERIOD

- (A) Probationary employees shall be defined as those employees working with the Municipality during ~~their initial six months after their hire date for non-safety forces and one year~~ **the first year (12 months)** after their hire date. ~~for safety forces.~~ Probationary employees shall be entitled to all the provisions and protections of these personnel rules except for Sections 32.50 and 32.51.
- (B) ~~Within~~ **At least** ten days prior to the probationary employee's ~~six-month~~ **12 month** anniversary ~~(or one year for safety personnel)~~, a work evaluation will be conducted by the supervisor of the administrative department or division and submitted to the Municipal Manager. If such an evaluation is favorable the hourly or salaried employee may be hired on a continuing basis and shall then become subject to all rights, protections, and provisions of these personnel rules. At any time during the ~~course of the~~ probationary period, the employee may be terminated by the municipality.
- (C) Successful completion of the probationary period does not guarantee job tenure. Employees of the Municipality are ~~employees~~ at-will and thus have no job tenure.

§ 32.13 PERFORMANCE EVALUATION

- (A) The performance of all full-time employees will be reviewed annually in a manner determined by the Municipal Manager. An employee may be subjected to a special evaluation in addition to the annual evaluation when it is determined by the supervisor that the employee needs to demonstrate an immediate improvement in performance as determined by the annual evaluation or, if necessary, in conjunction with a promotion or reduction in force.
- (B) The job performance of probationary employees shall be reviewed as outlined in Section 32.12.
- (C) Each employee will be provided with a copy of his/her performance evaluation and the supervisor will discuss its contents with the employee and ~~or~~ counsel the employee as necessary regarding any improvement in performance that appears desirable.

- (D) Each employee will be required to sign his/her performance evaluation to certify that he/she has read it. If the employee disagrees with the content of the performance evaluation, the employee may prepare a written response **that will be attached to the evaluation.** ~~that will be kept in the employee's file.~~

§ 32.14 TRAVEL AND TRAINING

- (A) ~~All travel outside of the Municipality, except for the routine conduct of Municipal business shall require the approval of the Municipal Manager who will consider each request on an individual basis. If such travel requires the employee to be away from the Municipality during normal working times, such time may be considered "job related" and in no case shall it require the use of personal leave time.~~
- (B) ~~Use of Municipal owned vehicles shall be restricted to municipal purposes only. Employees who operate Municipal vehicles or other motorized equipment are required to have a proper and valid motor vehicle operator's license, or, if applicable, a commercial driver's license with appropriate endorsements. Employees shall not use or permit the use of municipal vehicles for any unauthorized purpose or permit unauthorized passengers to ride in municipal owned vehicles. Employees who operate municipal vehicles shall have an insurable driving record and are subject to any limitations imposed by the Municipality's insurance carrier.~~
- (C) ~~If a Municipal vehicle is not available and subject to the approval of the Municipal Manager or department/division Supervisor, an employee may use their personal vehicle and will be reimbursed at the current federal rate per mile of vehicle use. In order to receive this travel allowance, an employee must request compensation promptly and submit in writing to the Municipal Manager a record of travel expense, which includes the destination, mileage and purpose of the trip. The employee must have a minimum of \$100,000/\$300,000 liability insurance coverage to use a personal vehicle to conduct Municipal business.~~
- (D) ~~Employees that are on-call may be provided a Municipal vehicle for their use. The purpose of this vehicle is to provide the employee a quick and ready access to transportation to investigate or respond to a matter of Municipal business.~~
- (E) ~~All municipal employees must possess a valid State of Ohio operator's license of the appropriate class for their assigned job duties that shall be verified on an annual basis to include a driving record check.~~
- (F) ~~All Municipal employees shall comply with appropriate traffic laws.~~
- (A) The Municipal Manager may approve training leave with pay for employees to attend seminars, job training or other educational courses to further the employees' abilities to serve the Municipality.
- (B) Employees need not be compensated for training travel time or expenses when training is required by law to maintain a certification or requirement for their position.
- (C) With prior approval by the Municipal Manager an employee may be reimbursed for

training related expenses including mileage reimbursement, parking and tolls, meals and room accommodations subject to any limitations imposed by the Manager.

- (D) The Municipality will institute a travel policy and a safety and training policy that will be updated accordingly and approved by the Municipal Manager.

§ 32.15 EMPLOYEE ORGANIZATIONS

Upon ascertaining the existence of a bona fide employee organization, the Municipal Manager, or his designee, shall be responsible for conducting all negotiations with the organization.

COMPENSATION AND BENEFITS

§ 32.20 WAGES AND PAY PLAN

- (A) The Municipal Manager, in consultation with the Director of Finance and the Director of each administrative department, shall periodically review the wages and benefits paid to Municipal employees in comparison to similar positions in the community and in other like communities and make a recommendation to Council for wages to be paid each classification of Municipal employees.
- (B) The range of compensation for Municipal employees, based upon job classification, shall be outlined in a resolution enacted by Council that establishes the pay plan for all Municipal employees.
- (C) New employees shall be hired at the ~~minimum~~ rate **best suited** for their class **based on experience and qualifications**. Progression to the top of the range shall be based upon satisfactory performance determined by periodic performance evaluation. Exceptions made by made by the Municipal Manager in the following cases:
- (1) New employees having less than the minimum qualifications ~~shall~~ **may** be employed as trainees in a lower classification at a Pay Grade determined by the Municipal Manager. New employees may be hired at the beginning range of the Pay Grade below that assigned to their classification until successful completion of their probationary period.
- ~~(2) New employees having exceptional qualifications may be hired at other than the minimum of the range.~~
- (D) All rules and regulations concerning the pay period shall be prescribed by the Finance Director.

§ 32.21 HOURS OF WORK

The standard workweek for full-time Municipal employees shall, ordinarily, be a 40-hours per seven (7) day week, except for the Police Division. The Chief of Police may recommend to the Municipal Manager the method of scheduling that best meets the operational needs of the Police Division, based on the fact that a full-time employee is equivalent to 2,080 hours per year.

§ 32.22 ADJUSTMENTS IN PAY

- (A) An employee promoted to a position in a higher class shall be placed at the minimum range for the new grade or at a point within the pay range, as determined by the Municipal Manager, which will result in a minimum pay increase of three (3) percent.
- (B) An employee whose classification is reallocated to a higher pay grade may receive a pay adjustment only if such reallocation is based upon a significant increase in duties and responsibilities **as determined by the division head.**
- (C) **An employee who receives a job-related certification may be eligible for a pay rate increase at the recommendation of the division head and authorized by the Municipal Manager.**
- (D) An employee reduced for cause or whose position is reallocated to a lower class shall be paid at a rate set by the Municipal Manager.

§ 32.23 OVERTIME COMPENSATION

- (A) Certain administrative, supervisory managerial and professional positions are exempt from overtime payment. These salaried positions are identified as exempt positions. Individuals in exempt positions may have the workweek adjusted by the Municipal Manager.
- (B) Nonexempt employees, with the exception of uniform safety personnel, shall receive overtime compensation at a rate of one and one-half times their regular hourly rate of pay for any hours in active pay status in excess of forty (40) in a seven (7) day workweek. Active pay status includes all authorized paid absences, **excluding sick leave.** **See Section 32.33 (c)**
- (C) Nonexempt police safety employees shall receive overtime compensation at a rate of one and one-half times their regularly hourly rate of pay for any hours in active pay status as defined in (B) above only when the number of hours worked by the employee exceeds the maximum hours of the work period established by the Chief of Police (e.g. 40 hours within a 7 day work period, 80 hours in a 14 day work period or 171 hours within a 28 day work period, etc.)
- (D) Overtime shall not normally be scheduled without the ~~expressed~~ approval of the Municipal Manager **or department head**. In an emergency situation, the administrative department/division level head, or someone acting in that capacity, may approve overtime. ~~In the absence of the Chief of Police, the Officer-in-Charge may approve overtime.~~ Submission of overtime pay on the employee's time sheet for hours not properly approved may be cause for disciplinary action.
- (E) Full-time service personnel who trade shifts with the permission of their Supervisor shall not be eligible for any overtime attributable to the voluntary exchange of shifts assignments. Police personnel may trade scheduled shifts with the approval of the Chief of Police and such trades when approved shall not result in an employee working more than 12 hours per day and none of the traded hours shall count as "working time" for overtime calculations.
- (F) In computing overtime compensation, "working time" shall be calculated first. Whenever such time exceeds ~~40 hours~~ **the established work week**, ~~during an~~

~~established work week~~ the Municipality will pay time and one-half for all excess working hours, except in those instances specifically **exempted** or which fall under other provisions of these personnel rules.

- (G) Non-exempt employees called in and required to work at a time disconnected with their regularly scheduled hours of work shall be credited with a minimum of two (2) hours worked.
- (H) Full-time, non-exempt employees may earn compensatory time in lieu of overtime pay with the approval of the Municipal Manager and/or the Department Head. Compensatory time off shall be computed at one and one-half times the number of hours of overtime worked. Employees may carry a maximum of 40 hours of compensatory time. The comp time balance at year-end shall be rolled over and is included in the 40 hours earnable in the following year. If earned compensatory time is submitted and the balance is over 40 hours it will be automatically converted into overtime. All compensatory time off will be scheduled by the department head or designee. Compensatory time shall be considered time worked (active pay status) for the purpose of calculating overtime.
- (I) Employees may flex hours/time as allowable during the same pay period at the discretion of the Department head or designee. Flex time is taken hour for hour.

§ 32.24 LONGEVITY PAY

- (A) Every full-time employee who has served with the Municipality for ten (10) or more years of current continuous service shall be eligible for longevity pay provided they receive a satisfactory job evaluation upon their annual review. **Employees who retire from the Municipality and are then rehired by the Municipality, and who do not have a lapse in service, shall be eligible for longevity pay based on the employee's original hire date.**
- (B) Longevity pay shall be subject to all required withholdings and is payable **based** on the ~~anniversary date of the employee's hire~~ **date**. ~~based upon the following schedule.~~
- (C) **Longevity pay shall be paid at a rate of \$50 multiplied by the years of service. Longevity pay shall not exceed \$1,500.00.**

§ 32.25 UNIFORM ALLOWANCE

- (A) Department of Safety-Police Division: Upon hire, uniformed officers of the Police Division shall be issued appropriate uniform and gear. Thereafter, each full-time officer shall be permitted to purchase uniforms from an annual uniform allowance. The rules and regulations regarding the utilization of the allowance including the amount and type of clothing that may be purchased is at the discretion of the Municipal Manager with consultation from the Chief of Police. Part-time officers will be issued uniforms and gear as determined by the Chief of Police.
- (B) Department of Safety-Fire Division: Upon hire and as needed thereafter, all members of the Fire Division shall be supplied with adequate protective clothing for their assigned duties. The Fire Chief shall include in his budget request each year funds necessary to provide the member's protective clothing and the Municipality shall purchase said clothing based upon the availability of funds.

- (C) Department of Service: Upon hire, full-time employees of the Service Department will be provided adequate clothing to meet the requirements of their job. Thereafter, each full-time employee shall be permitted to purchase uniforms from an annual uniform allowance of \$500 yearly. The rules and regulations regarding the utilization of the allowance including the amount and type of clothing that may be purchased is at the discretion of the Municipal Manager with consultation from the Division Head.

§ 32.26 MEDICAL AND LIFE INSURANCE

- (A) Medical Insurance: The Municipality shall provide each full-time employee and their dependents with medical insurance coverage. Such insurance may be provided on an employee participation basis and subject to such terms, conditions, amounts and requirements as the Municipality or insurance carrier may impose.
- (B) Life Insurance: The Municipality shall provide each full-time employee coverage under a group life insurance program in an amount not to exceed \$30,000 less than \$15,000. Such insurance may be provided on an employee participation basis and subject to the terms, conditions and requirements as the Municipality or insurance carrier may impose.
- (C) Health Insurance Coverage Following Separation: In accordance with applicable law and the requirements of the insurance provider, the Finance Director will ensure that all employees' and their dependents are informed of their rights to continue under the Municipality's coverage after cessation of employment, or certain other events stipulated within the law, through the assumption of premium costs by the employee.

§ 32.27 ~~PERS AND PFDPF~~ OPERS and OP&F ALLOWANCE

- (A) All employees (full-time and part-time) will participate in the Ohio Public Employees Retirement System (~~PERS~~) (~~OPERS~~) or the Police and Fire Disability Pension Fund (~~PFDPF~~) (~~OP&F~~) in accordance with the regulations of the respective system.
- (B) The amount of the ~~PERS and the Police and Fire Disability Fund~~ OPERS and the OP&F contribution is as follows:
- (1) The full amount of the statutorily required employee's contribution to ~~PERS~~ OPERS and the statutorily required employee contribution to ~~PFDPF~~ OP&F shall be deducted from the gross pay of each person described in division (B)(4) below, and shall be "picked-up" (paid to ~~PERS and PFDPF~~ OPERS and OP&F). This "pick-up" is, and shall be designated as, public employee's contributions and shall be in lieu of contributions to the ~~PERS and the PFDPF~~ OPERS and the OP&F by each person described in division (B) (4) below.
 - (2) Any "pick-up" of an employee's retirement contributions to ~~PERS or PFDPF~~, OPERS or OP&F as the case may be, shall be mandatory. No person subject to this "pick-up" shall have the option of choosing to receive the contributed amounts directly instead of having them "picked-up" and paid to ~~PERS or PFDPF~~ OPERS or OP&F, as the case may be, or

of being excluded from the "pick-up".

- (3) The "pick-up" as provided by this division, shall apply to all employees of the municipality who are contributing members of ~~PERS and PFDPF~~ **OPERS and OP&F**, unless otherwise specifically stated in the contract with any of the aforementioned persons or group of employees.
- (4) The Finance Director is hereby directed to maintain an accurate accounting of all ~~PERS or PFDPF~~ **OPERS or OP&F** funds, so as to enable all employees to obtain the resulting federal, state, and local tax deferments and other benefits.
- (5) The Finance Director shall, in reporting and making remittance to ~~PERS and PFDPF~~ **OPERS and OP&F**, report that the public employee's contributions for each person subject to this "pick-up" has been made as provided by statute.
- (6) If employees have any questions regarding either program, they should contact the Finance Director for additional information. (Am. Ord. CM-904, passed 9-12-89)

§ 32.28 MEDICAL EVALUATION

- (A) A post-offer, pre-employment, medical examination by a licensed physician may be required of any selected candidate. Such evaluation shall be based upon the objective criteria set forth in the position description. Such examination may include a screening for controlled substances.
- (B) The Municipality shall withdraw any offer of employment made to any individual who tests positive for controlled substances.
- (C) After hire, any employee may be directed to submit to a "fitness for duty" examination to determine whether the employee, with or without a reasonable accommodation, is capable of performing the essential functions of his/her employment.

LEAVES AND ABSCENCES

§ 32.30 VACATION TIME

- (A) Vacation schedules for employees in all departments shall be approved ~~by the director of the department or head of the division~~ **by the department head (or their appointee) in a timely manner, not to exceed 3 business days from when the department head (or their appointee) receives such requests. If a denial has not been issued within 3 business days from when the department head receives the request, the vacation leave shall be considered approved.** Vacations shall be scheduled subject to the manning requirements of the Municipality, but shall not be unreasonably denied. **Vacations shall be scheduled on a first come, first served basis and department heads shall consider these requests based on an employee's years of service.**

- (B) ~~If an employee desires, he/she may receive cash compensation in lieu of time off the job for an amount not to exceed one half of one year's vacation time. Such vacation pay shall be paid at the employee's current rate of pay. Payment in lieu of vacation must be approved by the Municipal Manager and is subject to the availability of funds. Sworn employees of the Police Division are excluded from this provision.~~
- (C) ~~Any employee who voluntarily leaves the employ of the Municipality shall be compensated for his unused vacation at their current rate of pay.~~ **An employee who resigns, retires, is terminated, or dies is entitled to their unused vacation balance at his or her current rate of pay at the time of separation.**
- (D) Vacation leave for **full-time employees** is accrued on the anniversary date of employment with the Municipality and shall be **earned as follows:**

~~a. Hourly rated employees:~~

- ~~i. 24 hours after six months of service~~
- ~~ii. 80 hours after one year of service~~
- ~~iii. 120 hours after five years of service~~
- ~~iv. 160 hours after ten years of service~~
- ~~v. 200 hours after twenty years of service~~

~~b. Salaried employees:~~

- ~~i. 24 hours after six months of service~~
- ~~ii. 80 hours after one year of service~~
- ~~iii. 120 hours after two years of service~~
- ~~iv. 160 hours after ten years of service~~
- ~~v. 200 hours after twenty years of service~~

Years of Service Vacation Earned

6 months	24 hours
1 year	80 hours
5 years	120 hours
10 years	160 hours
20 years	200 hours
25 years	240 hours

- (E) **Full-time employees hired by the Village before 2026** may transfer service credit from a previous state or local government employment for the purpose of calculating vacation time ~~upon employment with the Municipality.~~ **Service credit is given for whole years completed. Partial service years will not be used for calculating purposes. Employees hired during 2026 or after are not eligible for the transfer of service credit.**
- (F) **Employees may carry over a maximum of 40 hours of unused vacation hours on their anniversary date. Any remaining unused vacation hours on an employee's anniversary date are forfeited.**

~~Vacation time may not be accumulated from year to year and is forfeited if unused by the employee's anniversary date of hire,~~ **Additional vacation time**

may be carried over if an emergency situation prohibits vacation time utilization. Any request by an employee to carry over vacation based on such an emergency must be approved by the Municipal Manager.

- (G) In the event the Village hires a new employee with substantial previous work experience and/or education, and the hiring will significantly benefit the Village, the Village Manager may award vacation leave at his or her discretion.

§ 32.31 HOLIDAYS AND PERSONAL DAYS

- (A) All full-time employees shall be entitled to receive their regular rate of pay for the following holidays (which shall be eight hours in length) ~~except as set forth in F below:~~
- (1) New Year's Day
 - (2) Martin Luther King Jr. Day
 - (3) Presidents' Day
 - (4) Memorial Day
 - (5) Juneteenth
 - (6) Independence Day
 - (7) Labor Day
 - (8) Indigenous Peoples'/Columbus Day
 - (9) Veteran's Day
 - (10) Thanksgiving Day
 - (11) Day after Thanksgiving
 - (12) Christmas Eve
 - (13) Christmas Day
- (B) If any of the above holidays fall on Saturday, the holiday shall be observed on the preceding Friday or next business day, and if the holiday falls on Sunday the following Monday or next business day shall be observed as the holiday.
- (C) In addition to these holidays the Manager shall have the authority, in the event of a natural disaster, day of mourning, or other significant event, to grant all employees a day of paid special vacation to observe the day in an appropriate manner.
- (D) In observance of each authorized holiday, full-time employees who are granted the day off from work shall receive eight (8) hours straight time holiday pay for each authorized holiday. If a holiday is observed on the employee's regularly scheduled day off, the employee may elect to receive eight (8) hours of straight time holiday pay or another scheduled day off with supervisory approval. Payment at such rate shall be excluded in the calculation of hours in active pay status. Employees who elect another scheduled day off must schedule the day off within thirty (30) days immediately before or following the holiday.
- (E) If a holiday is observed on an employee's regularly scheduled work day, and the employee is required to work that day, the employee shall receive one and one-half (1.5) times their regular hourly rate of pay for each hour worked in addition to their regular pay except that police division employees who are regularly scheduled a shift in excess of eight (8) hours shall receive holiday premium pay for only eight (8) hours. Payment at such rate shall be excluded in the

calculation of hours in active pay status.

- (F) For sworn police division employees only, all holidays listed in A, ~~except for the day after Thanksgiving and the day before Christmas~~, shall be taken on that specific day. All hours worked are counted for payroll purposes on the day upon which the shift begins. ~~The day after Thanksgiving and the day before Christmas shall be construed as 16 more personal day hours.~~
- (G) If a holiday, for which an employee is granted leave with pay, falls within an employee's paid leave, that holiday shall not be counted as leave taken.

§ 32.32 PERSONAL LEAVE

- (A) Each full-time **non-probationary** employee shall be granted **24** personal hours days annually **on January 1 each year**. ~~All non-probationary employees are entitled to 16 personal leave hours per year. Employees whose probationary period ends in the 1st half the year shall receive 24 personal leave hours. Employees whose probationary period ends in the 2nd half of the year shall receive 12 personal leave hours. New employees whose probationary period ends in the second half of the year are due eight personal leave hours for the remainder of that year.~~ Unused personal leave days are not carried over from year to year. Personal leave days must be taken as time off and cannot be converted to cash.
- (B) Since personal leave is granted much the same way as vacation, it shall be accounted for in a similar manner. Personal leave shall be approved as all other leave before it is taken off.

§ 32.323 SICK LEAVE

- (A) *Accrual:* Sick leave, **for full-time** hourly and salaried employees, will be earned at the rate of ten hours per month ~~(one day and one fourth days) .0575 hours for each hour in active pay status (except overtime hours).~~ **Sick leave is only earned in active pay status. Employees hired before 2026 may accrue unlimited sick leave. Employees hired during 2026 or after may accrue sick leave up to a maximum of 1600 hours. The director of each administrative department or the Personnel Director (or Municipal Manager if there is no Personnel Director), may require a physician's certificate before approving payment of sick leave. Transfer of sick leave from another state or local government will be honored upon completion of any probationary training period.**
- (B) ***Credit for Prior Service:*** Full time employees may transfer a maximum of 120 hours of their sick leave balance from a previous state or local government employment upon completion of their probationary period, provided the time between separation occurred in the last 10 years and no portion of the unused balance was previously converted to cash. Employees are responsible for obtaining proper documentation from a prior state or local employer for the transfer of sick leave.
- (C) ***Overtime:*** For the purpose of calculating overtime, sick leave shall not be considered time worked in active pay status. If sick leave is used in a 40 hour workweek (80 hours for police officers), the overtime shall be paid at straight time

equal to the amount of sick leave used.

(D) *Use:* Sick leave may be used for the following purposes:

- (1) illness, injury, pregnancy, or childbirth-related conditions of the employee or of a member of the employee's immediate family when the employee's presence is reasonably necessary
- (2) exposure of the employee or a member of the employee's immediate family to a contagious disease which would potentially jeopardize the health of the employee or the health of others;
- (3) death of a person not an immediate family member as defined herein with the approval of the Municipal Manager (not to exceed three (3) days);
- (4) medical examination of the employee; psychological, dental, or optical examination by a licensed practitioner.

Immediate Family - For purposes of this policy, "immediate family is defined as the employee's: mother, father, brother, sister, child, stepchild, foster child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of a parent.

(E) *Notification:*

- (1) When an employee is unable to work, he or she shall notify their immediate supervisor or the Municipal Manager (unless extenuating circumstances prohibit) prior to the time he or she is scheduled to report for work on each day of absence unless arrangements are made with the employee's supervisor. **The director of each administrative department or the Personnel Director (or Municipal Manager if there is no Personnel Director), may require a physician's certificate before approving use of sick leave.**
- (2) Employees who obtain medical attention while on sick leave shall attach a medical practitioner's statement to the request for leave of absence which must indicate the date and nature of the illness or injury, the date of the medical practitioner's examination, and the signature of the medical practitioner or designee.
- (3) If an illness or injury extends for more than three (3) consecutive workdays, an employee must submit a licensed medical practitioner's statement with the request for leave of absence that must indicate the date and nature of the illness or injury. In cases of excessive use or a pattern of use of sick leave, an employee's department head may require a medical practitioner's statement that states the date(s) of the illness or injury; the nature of the illness or injury; and the date the employee is able to return to work and perform all essential functions of the employee's position. The doctor's certificate shall be presented to the department head no later than the sixth (6th) consecutive workday after the commencement of the employee's absence, or on the third day of the employee's absence, or upon the employee's return to work.
- (4) The department head shall review each completed Request for Leave of

Absence form and the circumstances surrounding the absence. A recommendation for approval or denial of the sick leave shall be made and the appropriate signature placed on Request for Leave of Absence form. If approved, the form shall be forwarded to the Finance Director.

- (5) The department division head (or their appointee) shall inform any employee whose sick leave request is denied of such decision and the reason therefore in a timely manner, not to exceed 3 business days from when the department head or their appointee receives such request. The employee will not be paid for the absence, and may be subject to disciplinary action if the denial results from a violation of this policy.
- (F) *Donation of Sick Leave:* In the event that an employee has exhausted all leave balances as a result of a prolonged medical condition, treatment, or recovery, other Municipal employees, on a voluntary basis, may donate up to forty (40) hours of vacation, sick leave, or personal leave to such employee. Upon the employee's return to work, all leave balances shall be credited with zero balances.
- (G) *Conversion Upon Retirement:* Upon the death or retirement through PERS OPERS or PFDPF OP&F, a retiree may cash out, at their current rate of pay, up to twenty-five percent (25%) of his/her total hours of accrued but unused sick leave, not to exceed payment of two hundred (200) 400 total hours.

Such cash out shall forever eliminate all sick leave from the books so that none remains in the event that the retiree obtains reemployment with the municipality. Should the employee retire and become rehired by the Village, their sick leave balance, minus their cash out, shall be reinstated. When the rehired retiree permanently leaves employment, no cash out shall occur and the sick leave balance shall be reset to zero.
- (H) In the event of the death of a full-time employee of the Village, the estate of the employee shall be paid 25% of the accrued unused sick leave up to 400 hours.
- (I) If terminated from employment, there shall be no sick leave payout.

§ 32.334 DUTY INJURY LEAVE

- (A) Duty injury leave is defined as physical injury which interferes with an employee's ability to perform their normal duty, with the injury having occurred as a result of and while the employee was on duty acting non-negligently in the line of duty.
- (B) All full-time employees shall be entitled to duty injury leave with pay for a period of up to 90 calendar days following the date of injury. An extension of 30 additional days may be granted by the Municipal Manager.
- (C) Duty injury leave shall only be granted following the proper filing of an application (Appendix A attached to Ord. No. CM-95-05, passed 3-14-95) for such, with supporting documentation from a licensed physician. The documentation shall describe the nature of the injury, and the estimated time to return to duty (limited and regular) and the extent of the injury or disability.
- (D) Before approving an application, the Municipal Manager may require separate medical examination(s) by licensed physician(s) selected by the municipality and at the municipality's expense. During the course of the injury duty leave, the

municipality, and at its option, may require the employee to take additional physical examination(s) by doctor(s) of the municipality's choosing in matters relating to the injury. Any such examination(s), if so ordered by the municipality, shall be at the municipality's expense. If a third doctor's examination is necessary, both the employee and municipality will mutually select the third doctor.

- (E) Simultaneous with the request for injury leave, the employee or his/her agent shall make application and actively prosecute a claim for benefits under worker's compensation law. If the worker's compensation claim is not favorably considered, the employee shall revert to sick leave status:
 - (1) For medical claims only, the employee shall be compensated for the actual hours lost, at regular pay, due to the duty injury and associated medical visits.
 - (2) For full compensation claims, if the application is favorably considered, the municipality's obligation for the use of injury leave shall be the monetary difference between the employee's regular rate of pay and the benefit received under worker's compensation law.
- (F) The partially disabled employee may, at the municipality's option, if the physician's prognosis allows, perform limited duty. If such limited duty is available, the employee may be assigned such duty and duty injury leave will be suspended.
- (G) When an employee is approved for duty injury leave, the employee shall receive their regular full pay up to the date when worker's compensation benefits start. Upon receipt of benefits from worker's compensation, the employee shall sign over all benefit checks to the Finance Director for this initial period. After benefits start, the employee shall receive only the amount estimated to be the difference between the employee's full pay based upon the employee's regular work-week, and the anticipated benefits under worker's compensation. After a formal determination of such benefits, the municipality shall pay the eligible employee an amount due to the employee for under payment of injury leave pay, and the eligible employee shall reimburse the municipality in the amount equal to overpayment of injury leave pay. (It is the intent of this method to ensure that the amount received by an employee from the municipality or injury leave pay and under worker's compensation law, when considering aggregate, is not more or less than the regular pay of such employee.) While on injury leave an employee shall not be charged with sick leave and shall not be eligible to draw additional pay for sick leave. If worker's compensation determines the leave is **not compensable** ~~noncompensable~~, the employee's sick leave shall be reduced by the number of hours paid as injury leave hours.
- (H) For the purpose of calculating overtime, duty injury leave shall not be considered time worked (Ord. CM-95-05, passed 3-14-95)

§ 32.345 LEAVE WITHOUT PAY

- (A) Employees may be granted a leave of absence for a maximum duration of 30 days per year. Such a leave may not be renewed or extended beyond 30 days.
 - (1) Leave may be granted for personal reasons or for purposes of education, training, or specialized experience that would be of benefit to the municipality by improved performance at any level; or for voluntary service

in any government-sponsored program of public betterment.

- (2) The authorization of a leave of absence without pay is a matter of administrative discretion. The Municipal Manager will decide in each individual case if a leave of absence is to be granted. Non-paid leave requests will only be considered at such time as the employee has exhausted all accumulated personal and vacation leave. Additionally, leaves of absence for medical reasons will only be granted once personal, vacation, and sick leave have been exhausted.
 - (3) The granting of any leave of absence is subject to approval of the department head and the Municipal Manager. Except for emergencies, employees will advise the department head and Municipal Manager sixty (60) days prior to commencement of the desired leave, or give as much advanced notice as possible, so that the various functions may proceed properly.
 - (4) Upon completion of a leave of absence, the municipality will make every effort to place an employee into a classification for which they are qualified which may be in a different pay grade than the employee was in before.
- (B) An employee may return to work before the scheduled expiration of leave if requested by the employee and agreed to by his supervisor. If an employee fails to return to work at the expiration of an approved leave of absence, a report of "failed to return from leave" is made unless an order of removal or disability leave is appropriate.
- (C) Any such pre-arranged and approved leave without pay shall be granted only if municipal operations are not significantly affected due to the absence of the employee. The employee shall follow the normal request for leave policy. Employees who are on a leave of absence without pay will not accrue sick leave or vacation leave, and they are not entitled to premium pays such as holiday pay during such time. The Municipal Manager shall have the authority to determine if leave without pay is being abused, in which case, it shall be grounds for disciplinary action, including dismissal. Leave without pay is not to exceed thirty (30) working days per year. (Am. Ord. CM-904, passed 9-12-89)

§ 32.356 LEAVE FOR MILITARY SERVICE.

- (A) Military leave is governed by Chapter 5903 of the Ohio Revised Code. In general, any employee with more than ninety (90) days' tenure who voluntarily or involuntarily enters any of the Armed Services of the United States shall be granted military leave of absence without pay. If not accepted for active duty, the employee shall be reinstated to his former position without loss of seniority or status or reduction in pay. Employees who complete their active duty obligation without voluntarily reenlisting or extending that obligation are entitled to their previous position within thirty (30) days of their written request, provided such request is submitted within ninety (90) days of discharge or release from active duty. If temporary physical disability precludes the employee's performing on the job, he shall be allowed up to one (1) year from the date of application to overcome such disability and return to work. Employees returning to previously held positions under these provisions should receive credit for military service in areas affecting status, rank, rating, increments, qualifications, etc., as though they had continued their employment with the municipality. This does not require

that benefits for vacation and sick leave accrual be applied as part of total length of service. In the event the former job no longer exists, the employee shall be employed in such capacity for which he or she is qualified at salary comparable with that formerly received.

- (B) A full-time employee who is a member of the Ohio National Guard, Ohio Military Reserve, Ohio Naval Militia, and the U.S. Armed Forces reserve component members, are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service for training or active duty for periods not to exceed a total of twenty-two (22) working days (176 hours) in any one (1) calendar year. Time off for the purpose of attending military reserve training will not be considered as vacation leave.

Employees called to military duty for a period in excess of the twenty-two (22) working days in a calendar year because of an executive order issued by the President of the United States or an act of congress is entitled, during the period of the order, to a leave of absence, and to be paid during each monthly pay period of the leave the lesser of:

- (1) the difference between the employee's gross monthly wage or salary and the employee's military pay and allowances received that month; or
- (2) five hundred dollars (\$500).

No employee, however, will receive payments under this section if the amount of the military pay received in the period is in excess of the employee's gross wage or salary for that period.

§ 32.36~~7~~ FUNERAL LEAVE

- (A) Funeral leave of three days shall be granted to all full-time employees, with pay at the employee's regular straight-time pay for eight hours, in the event of a death in the employee's immediate family. The time off shall be within a consecutive period of three (3) scheduled workdays, one day of which shall include the day of the funeral. Funeral leave shall count as hours worked, for the calculation of overtime pay. Additional sick leave time may be taken off in accordance with § 32.32 (B) (3).
- (B) **IMMEDIATE FAMILY** means the employee's: mother, father, brother, sister, child, stepchild, foster child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of a parent.
- (C) Funeral leave may be granted to all full-time and part-time employees, with pay at the employee's regular straight-time pay for eight hours, in the event of a death of other family relations with the advanced approval of the Municipal Manager. The time off shall be within a consecutive period of three (3) scheduled workdays, one day of which shall include the day of the funeral. Funeral leave shall count as hours worked, for the calculation of overtime pay. Additional sick leave time may be taken off in accordance with § 32.32 (8)(3). (Ord. CM-96-06, passed 3-12-96)

§ 32.37~~8~~ FAMILY AND MEDICAL LEAVE

~~(A) Family and Medical Leave is an unpaid leave of absence (up to 12 weeks in one (1) year), taken for specified reasons, during which the Employer shall maintain the employee's health insurance in the same manner as if the employee remained in active pay status. During the leave, however, employees must continue to pay their share of the premium. The Family and Medical Leave Act (FMLA) provides eligible employees up to a total of 12 weeks of job-protected unpaid leave during a 12-month period for specified family and/or medical reasons. Not every leave caused by illness is FMLA-qualifying. The FMLA is complex and requires each situation to be carefully considered on a case-by-case basis. Forms for requesting leaves are available from the Village Manager.~~

(B) Eligibility: Employees are eligible for Family Medical Leave (FML) if they meet the following criteria:

- (1) The employee has been employed by the Village for at least 12 months; and
- (2) The employee has been paid in work status with at least 1,250 hours of service during the 12 months period immediately preceding the start of leave. *Note: Paid vacation, sick leave, etc. does not count toward the 1,250 hours of service.*
- (3) The employee works for an employer with 50 or more employees who lives within a 75 mile radius.

(C) Amount and Usage: Eligible employees **taking leave for reasons 1 through 5 below** shall be entitled to a total of twelve (12) workweeks of family and medical leave during the twelve (12) month period measured forward from the date the employee's first family and medical leave began. Leave may be taken for the following reasons:

- (1) **birth of the employee's child** ~~a child of the employee and to care for a newborn child;~~
- (2) placement of a child with the employee by way of adoption or foster care;
- (3) to care for the spouse, child, parent, or one who stood in place of a parent of the employee, if that person has a serious health condition; or
- (4) because of a serious health condition that makes the employee unable to perform the essential functions of the employee's position.
- (5) **because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter, or parent is a military member on active duty or who has been notified of an impending call or order to active duty**
- (6) **to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. Leave taken for this reason is entitled to up to 26 workweeks of FMLA leave during the 12-month period measured forward from the first date FMLA is taken.**

(D) Definitions

- (1) Spouse: means husband or wife, including common law marriages where/when recognized. Unmarried domestic partners do not qualify for FMLA to care for their partner.
 - (2) Child: a biological, adopted, or foster child; a stepchild; a legal ward; a child of a person standing in place of a parent. (This includes caring for a child of a domestic partner.). The child must be under 18 years of age or older and incapable of self-care because of a mental or physical disability.
 - (3) Parent: a biological parent or an individual who stands in the place of a parent to the employee (in loco parentis).
 - (4) Serious Health Condition: means an illness, injury, impairment, or physical/mental condition that involves a period of incapacity or treatment that requires absence from employment for more than 3 calendar days and involves 2 visits to a health care provider within 30 days of the initiation of the incapacity, with the first visit being within the first 7 days. Serious health condition also includes pre-natal care and continuing treatment of chronic or long-term incurable conditions, which is defined as 2 visits per year.
- (E) Request/Notification of Leave: When feasible, employees must submit a written request for leave 30 days prior to the requested leave start date. In situations involving medical emergencies, etc., employees are to submit their request as soon as possible, but not later than 4 days after the beginning of the emergency situation. While on FMLA, the Village may require an employee to provide periodic reports regarding the employee's status and intent to return to work.

Calling in "sick" without providing the reasons for needed leave will not be considered sufficient notice for FMLA under this policy. Employees must respond to the Village's questions to determine if absences are potentially FMLA qualifying. If employees fail to explain the reasons for FMLA leave, the leave may be denied.

- (F) Use of Leave: Employees may be required to use all accrued vacation, holidays, sick leave (if applicable), and other paid leave including Workers' Compensation, except compensatory time, prior to being granted an unpaid family and medical leave. The combined period of leave, including paid leave and unpaid family and medical leave shall not exceed the total of twelve (12) workweeks (26 weeks for Section C (6) above) during the twelve (12) month period measured forward from the date the employee's family and medical leave began. The Employer will not designate short-term absences (one (1) to five (5) days) that qualify as an FMLA qualifying event. However, the Employer will designate and require the employee to use all accrued vacation, holidays, sick leave, Workers' Compensation, and other paid leave for long-term absences (exceeding five (5) days). In other words, Family and Medical Leave and paid leave for conditions that qualify under the FMLA run concurrently. The entire twelve (12) week FMLA is not tacked onto the end of the paid leave, just the remaining portion after the paid leave time is subtracted.
- (G) Benefits During Leave: During the FMLA leave, the Village will maintain coverage under the group health plan at the same rate of premium contribution as when the leave began. These benefits shall be restored without waiting periods and other conditions when an employee returns from FMLA leave. An employee's failure to

timely pay his/her share of premiums on or before the first day of the month for which the premium applies may result in a lapse or loss of coverage. During periods when an employee is using sick time or vacation time for any part of their FMLA leave, payroll deductions will continue. However, if any part of an employee's leave is unpaid, they will need to make arrangements with the Village to timely pay their share of the premiums so that there is no lapse in coverage.

- (H) Intermittent Leave: Intermittent leave or a reduced work schedule may be used when it is medically necessary and substantiated. An employee may take intermittent leave in as small as one-hour increments from their leave bank (wage and hour laws permit this type of deduction even for exempt employees). The request for intermittent leave or reduced work schedule should be made at the time the employee requests FMLA leave and should be accompanied by the Certificate of Healthcare Provider.
 - (I) Return to Work. An employee on leave is expected to return to work as indicated by the ending leave date on the approval request for FMLA leave form. If the employee needs additional medically certified leave, he/she must file a request for additional leave with the Village as soon as possible, and will be advised whether he/she is eligible for additional time off and whether it will be paid or unpaid. If the employee is able to return from leave earlier than expected, the employee should give the employer at least two business (2) days' notice where foreseeable. Employees returning to work should submit their Fitness for Duty certificate signed by their provider prior to but no later than their first scheduled day back to work. Employees who fail to report to work as scheduled will be considered to have voluntarily abandoned their position with the Village. Employees returning from FMLA are generally entitled to be placed in their same position or equivalent positions with equivalent pay, benefits, and conditions. If the employee does not return to his or her original position or an equivalent one as soon as they are able, the Village will consider the employee to have voluntarily resigned.
 - ~~(J) Eligibility: Because employees of the Municipality of West Milton do not meet the requirements set forth by 28 CFR 825.108, Department employees are not eligible to utilize family medical leave at this time. Questions regarding eligibility should be directed to the Financial Office.~~
 - ~~(K) The eligibility requirements for Family Medical Leave are:~~
 - ~~(1) Fifty (50) or more employees within 75 miles of the worksite each working day during 20 or more weeks in the current or preceding calendar year.~~
- § 32.389 JURY DUTY**
- ~~(A) Employees called to and reporting for jury duty or witness duty shall be excused from regularly scheduled work days and shall be paid at their regular rate of pay less jury or witness duty pay.~~
 - ~~(B) Police Officers subpoenaed for job related cases are prohibited from keeping witness fees, which shall be surrendered to the Finance Department.~~
 - (A) Employees shall be granted leave with pay to perform jury duty or to testify in a legal matter instigated by the court provided that any compensation received for jury duty or

witness appearance shall be endorsed to the Municipality. In the event an employee is subpoenaed to appear as a witness for some other reason than those stated above, the employee shall be granted leave without pay to fulfill said witness duties. In this instance the employee may use time from his or her accrued leave bank to cover the absence. Absences for witness duty shall be subject to review by the Municipal Manager and shall be approved on a case-by-case basis.

- (B) Police Officers subpoenaed to court for investigation cases during their off-duty time shall be afforded three (3) hours overtime for their appearance in court. Should the court trial continue longer than the three hours they will be paid overtime for the additional time spent in trial / court. Should the court hearing overlap into the officer's regular duty time they will only be paid the amount of time spent in court prior to the duty time. There will be no overlap of time paid for time spent in court (i.e., court hearing is scheduled at 2:00 p.m. and the officer's duty day starts at 3:00 p.m. they will only be allowed 1 hour of overtime). Police officers subpoenaed for job related cases are prohibited from keeping witness fees, which shall be surrendered to the Finance Department.

EMPLOYEE CONDUCT

§ 32.40 ATTENDANCE; LUNCH BREAKS

- (A) The Municipality will establish daily work schedules and maintain records of attendance. An employee is expected to maintain regular and reliable attendance, report to work as scheduled and remain at work during scheduled hours.
- (B) The length and timing of an employee's lunch period will be determined by the department or division head. Lunch periods are not generally considered as ~~work~~ **time worked** and are not compensable. Exceptions exist when an employee is required to remain on duty throughout their lunch period or it is interrupted by a work requirement.
- (C) The length and timing of employee breaks will be determined by the department or division head.

§ 32.41 USE OF MUNICIPAL TOOLS, EQUIPMENT, **SUPPLIES AND VEHICLES**

- (A) When tools, supplies and equipment needed to perform job duties are provided by the Municipality, it is the responsibility of each employee to properly use and maintain these items. The department/division head is responsible to ensure that tools and equipment are properly used and maintained and to authorize the use of Municipal owned property.
- (B) Misuse, neglect, theft, and abuse of tools, supplies and equipment is prohibited. Accidents involving misuse of city tools or equipment may result in corrective action. Loss of tools or equipment may further result in corrective action and require payment by the employee for the tools or equipment loss. **Misuse or abuse of tools, supplies, or equipment by employees may result in discipline up to and including termination.**
- (C) **The Municipality has a Municipal vehicle use policy that will be updated accordingly and approved by the Municipal Manager. (See policy handbook)**

§ 32.42 DRESS AND APPEARANCE

- (A) The Municipality reserves the right to prescribe appropriate dress and appearance standards that it considers proper and appropriate. The general policy requires that clothing and overall appearance of the employee be in good taste and reflects the standards of the community **at a minimum business casual**. Employees who work around machinery and equipment or on construction sites must observe sound safety regulations including the use of appropriate safety clothing items **and safety gear suggested for project/job requirements**.
- (B) **Police and Fire Division Employees will wear their provided uniforms when on duty unless their policy dictates something different.**
- (C) The Municipality further reserves the right to require more specific standards of clothing and grooming that may be more stringent in certain departments, such as the Department of Public Safety, as may be necessary for the performance of the functions of that department. This may include such items as uniform and gear standards, hairstyles and physical standards.

§ 32.43 SOLICITATION AND DISTRIBUTION RULE

- (A) Non-Employee Solicitation and Distribution: There shall be no solicitation or distribution by non-employees at any time on municipal property or in any work area. This does not apply to vendors transacting business with municipal officials.
- (B) Employee No Solicitation Rule: There shall be no solicitation by any employees of other employees or non-employees during work time. Employees may solicit other employees during non-work time in non-work areas provided both employees are on non-work time.

§ 32.44 ETHICS IN PUBLIC EMPLOYMENT

- (A) All municipal employees shall maintain high ethical and moral standards in conducting municipal business.
- (B) No employee shall:
 - (1) Use their position for personal gain or engage in any transaction that may conflict with the proper discharge of the employee's official duties.
 - (2) Use or disclose confidential or proprietary information concerning the property, government or affairs of the Municipality without proper legal authorization.
 - (3) Solicit or accept anything of significant 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 Municipality.
 - (4) Accept from any person, firm or corporation doing business with the Municipality, any material or service for the private use or benefit of the

employee.

- (5) Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper performance of the employee's official duties or would tend to impair independent judgment or action in the performance of the employee's official duties.
 - (6) While an employee, or for one year thereafter, represents another person before a public agency on any matter in which the employee personally participated as an employee through decision, approval, disapproval, etc.
 - (7) Receive or agree to receive outside compensation for services rendered in a matter before any office or department of the Municipality except as provided in ORC Section 102.04.
 - (8) Have a personal interest in a contract with the Municipality or use their position of authority to secure approval of a public contract in which the employee, a member of the employee's family or business associate has an interest.
 - (9) Use their position or authority to secure approval of the employment of a member of the employee's family or a business associate, or to obtain a pay increase, fringe benefit improvement, or a promotion for such individual.
- (C) Any employee who is in doubt as to the application of this policy or other ethics laws or regulations may seek the advice of the Municipal Manager or designee, who may seek the advice of the Law Director, who may refer the matter to the Ohio Ethics Commission for a binding advisory opinion.

(D) CODE OF CONDUCT

- Must arrive for work at the scheduled time and remain until the work period ends.
- Must not distract the attention of others, such as unnecessary shouting, demonstrating, or otherwise causing a disruption in the workplace.
- No use of abusive language toward other employees or citizens.
- Must cooperate with other employees as required by the job duties.
- Must not abuse Municipal property or equipment.
- Must not neglect or be careless of safety rules, or disregard common safety practices. Wanton and willful neglect is not tolerated.
- Must observe all department rules and regulations.
- Must report all accidents, regardless if they are minor in severity.
- Must not obligate the Municipality for any expense, service, or performance without the authority to do so.
- Must maintain satisfactory work within the standards expected for the job duties.
- No sleeping during work hours.
- Must report for work fit for duty.
- Must not use Municipal property or equipment away from duties assigned.
- Cannot solicit on Municipal premises without authorization.
- Cannot make or publish false, vicious, or malicious statements concerning employees, supervisors, the Municipality, or its operations.
- Prohibited from misuse of the two-way radio or related equipment, abusive language over the airways, or interference with business related transmissions.

§ 32.45 ALCOHOL AND DRUGS

- (A) Prohibition: No employee, while on duty, shall use or consume alcohol, narcotics, barbiturates, amphetamines, or hallucinogens, or any other illegal drug except upon being dispensed a prescription of from a licensed physician. No employee shall report for duty, emergency or otherwise, while under the influence of the above substances (to include prescribed drugs) or under any condition that will materially impair or interfere with the regular performance of the duties of the employee. Violation of this provision shall result in the suspension, dismissal or discipline, (up to and including termination) of the employee by the Municipal Manger.
- (B) Duty to Disclose: Any employee who is taking any prescription drug that might impair concentration or cause drowsiness is under a duty to disclose this fact to their supervisor or department head.
- (C) ~~Pre-employment Testing: Post offer, pre-employment testing of candidates for employment will be conducted at the discretion of the Municipal Manager.~~
- (D) ~~Reasonable Suspicion: Whenever a supervisor or manager can document some quantum of individualized suspicion of use or impairment, the employee may be ordered to undergo testing at the Municipality's expense. A positive test result, if unexplained, will result in discipline up to termination.~~
- (E) Drug Free Workplace Policy:
 - (1) General: The Municipality is concerned with the effects drug abuse can have on an employee, employee's families and the ability of employees to perform their work safely and efficiently. The Municipality believes that it is important to be a leader in the community in the war against drugs by establishing a policy prohibiting the manufacturing, distribution, dispersion, possession or use of controlled substances in the workplace.

The following policy is intended to meet the objectives and to comply with the provisions of the Drug Free Workplace Act of 1988. While marijuana or its derivatives are legal for use in Ohio, it is strictly prohibited for use by any employee of the Municipality of West Milton including using a medical marijuana card. West Milton is a drug free environment.

- (2) Notice Upon Hiring:
 - (a) As a condition of employment, all prospective employees will be provided a copy of the **Employer's Drug Free Workplace statement and policy** and will be required to sign an Acknowledgement of Receipt of Document form that will become a permanent part of the employee's personnel file.
 - (b) All prospective employees will be required to acknowledge that they are aware of the Employer's Drug Free Workplace policy and understand that it is a condition of employment.
- (3) Restrictions: The unlawful manufacturing, distribution, dispensation, possession or use of controlled substances by the employee that occurs in whole or in part in the Employer's workplace is strictly prohibited and will

result in criminal prosecution and discipline of the employee up to and including termination. ~~from employment.~~

- (4) Notification of **Drug and/or O.V.I. Related Charges**—Conviction: Any employee ~~convicted~~ **criminally charged** of a violation of any federal, state, or municipal criminal drug **or OVI** statute for a workplace related drug offense shall notify the Employer of such **criminal charge conviction** within ~~five (5) calendar days of the conviction.~~ **immediately upon being criminally charged.**

- (5) Employer Action: ~~The Municipality~~ **Upon the Municipality being notified of the employee being criminally charged they will conduct a separate internal investigation into the matter. within thirty (30) days after receiving notice of conviction from an employee or,** The internal investigation should be completed within 90 days of notification to the employee they are under investigation. At the discretion of the Municipal Manager the employee may be placed on paid or unpaid administrative leave while the internal investigation is ongoing.

Upon conclusion **of the internal investigation and it is determined that an** the employee has violated the Municipality's Alcohol and Drug Policy, **the Municipal Manager** shall:

- (a) Take appropriate disciplinary action against such employee, up to and including termination; or
- (b) Require the employee to satisfactorily participate in a drug **or alcohol** rehabilitation program as provided herein.
- (6) Failure to Report: Any employee who fails to report a ~~workplace related drug~~ **or OVI charge conviction** may be disciplined up to and including termination.

- (F) **Medical Marijuana:** The use of medical marijuana is prohibited by any employee of the Municipality. Nothing in this manual requires the Municipality to permit or accommodate an employee's use, possession, or distribution of medical marijuana. The Municipality may refuse to hire, discharge, discipline, or take other adverse employment action against any person because that person's use, possession, or distribution of medical marijuana.

- (G) The use of tobacco products, including the use of e-cigarettes, shall be prohibited in all municipal buildings and vehicles.

- (H) Employees using tobacco or vaping products on Municipal property must be at least 20 feet from any facility entrance. All materials used for smoking or vaping on Municipal property, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers.

32.45 Drug and Alcohol Testing

(A) Pre-Employment Testing

Applicants may be required to take a drug test in accordance with the procedures contained herein, and as a condition of employment.

A negative pre-employment drug test result is required before an employee can first

perform safety sensitive functions. Each employee will be required to undergo a test and successfully pass with a verified negative result before performing safety sensitive functions.

(B) Reasonable Suspicion Testing

To maintain a safe and healthful work environment, the Municipality reserves the right to require drug or alcohol testing of an employee based on “*reasonable suspicion*”. This policy includes all employees, including those who are subject to random testing such as CDL operators, or other employees who are in safety-sensitive positions.

Reasonable suspicion that an employee is under the influence of or has used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but is not limited to, any of the following:

1. Observable behavior, such as the direct observation of drug or alcohol use or possession, and / or the physical symptoms of being under the influence of a drug or alcohol;
2. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
3. Arrest or conviction for a drug or alcohol related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
4. Information provided either by reliable and credible sources or independently corroborated;
5. Evidence that an employee tampered with a previous drug or alcohol test; and
6. Facts or circumstances developed during an authorized investigation of an accident or unsafe working practice.

Drug or alcohol testing of an employee, under this policy, will be conducted for administrative purposes, and the results will not be used to criminally prosecute the employee.

If the employer has reasonable suspicion that an employee is using an illegal drug or substance or a controlled substance (excluding alcohol), the employee will be transported to the testing facility used by the employer. The appropriate specimen will be collected and tested in accordance with the facility’s established chain of custody. A test for controlled substance will be considered positive when it meets or exceeds the positive threshold established for the substance by the U.S. Department of Health and Human Services. The employee will provide the testing facility with a signed release for disclosure of the testing results to the employer. Failure to sign a release will be considered insubordination, and the employee will be subject to discipline, up to and including termination.

The results of the drug testing will be provided to the employer and to the employee tested.

An alcohol test will be conducted in accordance with the standards established by the State of Ohio for detecting drivers who operate motor vehicles while under the influence of alcohol. A test for alcohol will be considered positive when the employee’s blood alcohol concentration meets or exceeds .04 percent.

If the drug test produces a positive result, or if the alcohol test determined the employee is under the influence of alcohol, the employee may, in lieu of disciplinary action, be permitted to participate in a rehabilitation or detoxification program. Any discipline called

for because of test conclusions will be deferred pending successful rehabilitation of the employee.

An employee who participated in a rehabilitation or detoxification program will be placed on leave without pay for the period of the rehabilitation or detoxification program. Prior to being placed on leave without pay, the employee may elect or may be required to use accrued sick leave or vacation leave.

Upon satisfactory completion of the program, as verified in writing by the treatment facility, the employee will be returned to his former or similar job classification. Such employees may be subject to periodic retesting upon return to work for a period of one (1) year from the date of their return.

Refusal by an employee to submit to an alcohol or drug test, or refusal to sign a release for disclosure of testing results to the employer, will constitute insubordination and will result in disciplinary action, up to and including termination.

The cost of drug and alcohol testing shall be borne by the employer, except that any test initiated at the request of the employee will be at the employee's expense.

The results of any drug or alcohol test will constitute medical information and will remain confidential except for its use in official safety investigations or any necessary to defend the discharge or other discipline of the employee.

(C) Post Accident Testing

The employer may require current employees in safety sensitive positions to undergo testing for alcohol and / or drug use when such employees may have caused or contributed to an on-the-job accident. All other employees (including safety sensitive positions) shall undergo post-accident testing as defined above when the employer has reasonable suspicion to believe the employee is under the influence of alcohol or drugs.

(D) Random Testing

All employees occupying positions designated as safety sensitive may be subject to random controlled substance testing. The dates for testing shall be unannounced and spread throughout the year. When an employee is selected for testing, he or she shall proceed to the test site immediately.

(E) Testing CDL Holders

An employee in a position that requires the employee to obtain and maintain a commercial driver's license shall be subject to the policies and procedures for drug and alcohol testing, including random as well as reasonable suspicion testing. Employees shall fully comply with the testing requirements. Failure to cooperate or the refusal to submit to testing will be considered insubordination, and the employee will be subject to discipline. All federal and state laws and regulations for CDL holders will apply. Employees will be responsible for understanding and complying with these laws and regulations. Questions should be directed to the department head or the Municipal Manager.

§ 32.46 ~~EMPLOYER INFORMATION AND COMPUTER AND E-MAIL USE~~

TECHNOLOGY & DIGITAL COMMUNICATION

- (A)** The Municipality provides computers and licensed software programs for use by employees in the performance of their assigned duties. No employee shall consider

information or data on computers as personal. All information and data maintained on computers is the property of the Municipality and may be viewed or removed by the appointing authority with or without notice.

All information obtained by employees in the course of their employment with the Municipality, and all municipal data, shall be considered confidential and proprietary. Such information and data, regardless of the form in which it is stored, shall not be shared with anyone other than those individuals who have a use for such information or data to complete their assigned tasks for the Municipality or other authorized agencies.

Municipal computers, the internet, intranet, electronic mail, and online services are intended to be used primarily for business purposes. Uses that interfere with normal business activities, involving solicitation, are associated with any for-profit business activities or could potentially embarrass the Municipality of West Milton are strictly forbidden.

(B) Employees, volunteers, officials, etc. shall not use municipal computers, the Intranet, Internet, electronic email or online services for:

1. transmitting or downloading materials, web sites, files that are obscene, pornographic (including sexually – oriented sites, sexually explicit images or messages), threatening, racially (including but not limited to ethnic slurs, racial epithets, etc.) or sexually harassing;
2. religious and political causes;
3. personal gain or in support of illegal activities;
4. disseminating or print copyrighted materials (including articles and software) in violation of copyright laws;
5. providing access to confidential information;
6. providing access to public information without following the existing rules of procedures of the custodial agency for dissemination;
7. electronic mail or online services or signature lines other than their own;

(C) Employees

1. shall take all reasonable precautions to prevent the inadvertent dissemination of anyone else's information;
2. are reminded that Web browsers leave "footprints" providing a trace of all site visits. Furthermore, email may be traced to the sender even after they have been deleted;
3. hereby waive any privacy he or she may have while using Municipal computers;
4. recognize that the use of municipal public computers is subject to discovery in litigation, that deleting an email does not guarantee it has been erased;
5. for dissemination or receiving "confidential information";

6. acknowledge the email may be “public records”, and are required to comply with the retention policy adopted by the Records Commission which states:

Email messages are temporary communications that are non-vital and may be discarded routinely. If an email message is to be considered a required formal communication by the employee sending or receiving such a message, it should be printed and retained pursuant to the Municipality of West Milton’s Record Retention Procedures;

7. acknowledge that the Municipality owns all the computers, and everything related to the computers, such as electronic mail accounts, internet accounts, intranet accounts, licenses, software, programs, and the emails themselves;
8. shall not download any program or file without first verifying that it is “virus free”;
9. shall NOT install any programs, games, or other software on their computers without the advanced written approval of the system administrator (currently, the Municipal Manager), and must first have obtained a legal license for the software which is registered to the municipality;
10. shall be issued an initial password. Everyone MUST change the initial password, so that nobody else knows your password, even the system administrator;
11. shall not use any personal internet accounts on municipal computers without the written permission from the system administrator;
12. shall not rent, copy, loan the software or documentation, which is the property of the Municipality of West Milton.

~~(C) To protect against possible violations of software licensing agreements, exposure of computer programs to computer viruses, and/or inappropriate use of information or data maintained on municipal owned computers; all employees are required to comply with the following regulations:~~

- ~~(1) Excessive use of municipal owned computers or software for other than work purposes is prohibited.~~
- ~~(2) Installation or use of privately owned computer programs, software, etc. on municipal owned computers is prohibited unless advance approval is obtained from the Municipal Manager. Installation of games on municipal owned computers is prohibited.~~
- ~~(3) Accessing confidential/proprietary information or data on a municipal owned computer, other than as required for work purposes, is prohibited.~~
- ~~(4) Removal of information or data from the municipality's premises without advance approval from the Municipal Manager or designee is prohibited.~~

- ~~(5) Misuse or improper care and maintenance of computer hardware or software is prohibited.~~
- ~~(6) Any violation of computer software licensing agreements is prohibited.~~
- ~~(7) Employees may access the Internet and e-mail through municipal owned computers for business purposes; use of e-mail for personal reasons should be kept to a minimum. Employees shall be prohibited from using the Internet to access pornography, obscene or offensive materials or information.~~
- ~~(D) Using confidential/proprietary information or municipal 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 municipality's premises without authorization, will result in discipline of the employee.~~
- (D) Security Policy for electronic data use and storage shall consist of:
 - (1) Password Protection: Each employee assigned a password shall be responsible for maintaining the integrity of that password. Passwords are to be changed every six (6) months and an updated list of the passwords will be kept in a sealed envelope for emergency use.
 - (2) Modems: The auto answer function of the modems will be turned off.
 - (3) Software: All software must be licensed to each site in which it is installed. Anyone who discovers unlicensed software on their system must report it to the Municipal Manager.
 - (4) Systems: Each computer must be exited past the password and powered off at the end of each day unless the function of the system requires it to be left on.
- (E) The Social Media Policy will be reviewed and updated with societal changes as deemed necessary by the Municipal Manager. *(See policy handbook)*
- (F) The Municipality will institute a Cellular Telephone policy that will be updated accordingly and approved by the Municipal manager. *(See policy handbook)*

§ 32.47 ABSENTEEISM AND NOTIFICATION OF ABSENCE

- A. Absenteeism increases the workload of other employees and affects the quality of public services delivered. An employee is considered for purposes of this section if they fail to report to work for an entire workday or leave work prior to the scheduled quitting time, and such absences have not been properly approved in advance, or for which the payment of sick leave, as defined in this manual, has been denied. In addition to not being paid for the time absent, employees shall be subject to progressive discipline for accrued unexcused absences as follows unless the employee has also committed an offense subjecting the employee to discipline.
- B. Employees may be excused for absences due to legitimate reasons if proper notification procedures were used.
- C. When absenteeism becomes a discipline issue, each unexcused absence shall

count as a separate absence (i.e, an employee is absent for two (2) consecutive days without approval is then charged with two (2) unexcused absences.

- D. Employees who are absent for three (3) or more consecutive workdays who fail to provide proper notification will be considered to have voluntarily resigned their position. The employer will attempt to contact the employee at their last known address and notify the employee that failure to return to work will be deemed a voluntary resignation. If the employer cannot locate the employee, or if the employee fails to return to work after notification, the employer will consider the employee to have voluntarily resigned and will remove the employee from the payroll.
- E. Employees who will be absent (sickness) for a workday(s) shall contact their supervisor or a designee one (1) hour prior to their scheduled starting time to report such absence(s). Police Division employees shall contact their supervisor at least four (4) hours prior to their scheduled starting time. Upon returning to work from sickness, any employees who is absent more than three (3) consecutive workdays shall provide a doctor's note permitting them to return to work. Exceptions to this may be determined by the department head.

§ 32.48 SICK LEAVE ABUSE

- A. The purpose of this policy is to establish an outline to the discipline and corrective action for the inappropriate use of sick leave. The policy is intended to provide for the equitable treatment of employees without being arbitrary and capricious, while allowing management the ability to exercise its administrative discretion fairly and consistently.
- B. It is the policy of the employer to grant sick leave to employees when requested in accordance with section 32.32 of this manual. It is also the policy of the employer to take corrective action for the unauthorized use of sick leave and / or abuse of sick leave. It is further the policy of the employer that when corrective and / or disciplinary action is taken, it will be applied progressively and consistently.

It is the intent of the employer that when discipline is applied it shall serve the purpose of correcting the performance of the employee.

C. Definitions:

- 1. Sick Leave: An absence granted for medical reasons or as otherwise defined in section 32.32 of this manual.
- 2. Unauthorized Use of Sick Leave:
 - a. Failure to notify the supervisor of an absence.
 - b. Failure to provide the physician's statement when required.
 - c. Fraudulent physician statement
- 3. Misuse of Sick Leave: Use of sick leave for which it is not intended or provided.
- 4. Pattern of Abuse: Consistent period of sick leave usage, for example:
 - a. Before and / or after holidays

- b. Before and / or after weekends or regular scheduled days off
- c. After pay days
- d. Absence following overtime worked
- e. After Half days
- f. Continued pattern of maintaining zero or near zero leave balances
- g. Excessive absenteeism

- D. Physicians Statement: At the department head's discretion, an employee who meets one of the listed situations above may be put on sick leave abuse notice and required to provide a physicians statement each sick leave occurrence for the next 12 months.

Should a department head or designee find it necessary to require an employee to provide a physician's statement for future illnesses, the order shall be provided in writing from the physician's office on their forms with a copy provided to the employee and a copy to the employee's personnel file.

Employees who have been required to provide a physician's statement for sick leave usage will be considered for approval of sick leave only if the physician's statement is provided when the employee returns to work. Employees who return without a physician's statement will not be allowed to return until a statement is provided to the employer.

- E. Unauthorized Use or Abuse of Sick Leave: When the unauthorized use of or abuse of sick leave by an employee is substantiated, the employee's department head or designee shall begin corrective and progressive discipline, keeping in mind any extenuating or mitigating circumstances.
- F. The use of sick leave or other paid leave in lieu of sick leave on six (6) or more occasions in any twelve (12) month period, except for prescheduled medical appointments for which leave has been requested, shall cause the disciplinary action according to the following schedule (subject to the ADA):

Six (6) times.....Oral reprimand

Seven (7) times.....Written reprimand

Eight (8) times.....One (1) to three (3) days suspension

Nine (9) times.....Five (5) to fifteen (15) day suspension

Ten (10) times.....Fifteen (15) day suspension

Eleven (11) times.....Termination

An occasion, for purposes of this section, shall mean an individual utilization of sick leave or other paid leave in lieu of sick leave regardless of the number of hours involved (i.e., one (1) hour, one (1) day, or five (5) consecutive workdays are all one (1) occasion of sick leave). Any time an employee reports back to work from sick leave or other paid leave in lieu of sick leave and begins working ends an occasion of sick leave.

Discipline shall be waived upon showing of error in the application of this provision or satisfactory evidence that the occasion was a result of a bona fide, unpredictable, and recurring medical condition necessitating the employee's absence.

- G. Pattern Abuse: If the employee abuses sick leave in a pattern as noted in the examples cited, but not limited to those in definitions, the employee's department head or designee may reasonably suspect a pattern abuse. If it is suspected, the department head or designee shall notify the employee in writing that a pattern of abuse is suspected. The notice will invite the employee to explain, rebut, or refute the pattern of abuse claim. Use of sick leave for valid reasons shall not be considered a pattern abuse.

An occasion, for purpose of this section, shall mean an individual utilization:

If a suspected pattern of abuse is due to more than six (6) uses noted in this section, the employer reserves the right to require the employee submit to a medical examination from a licensed physician selected and paid for by the employer to determine whether the employee is able to perform the essential functions of the employees' position, either with or without a reasonable accommodation.

DISCIPLINE AND GRIEVANCE PROCEDURE

§ 32.50 DISCIPLINE AND APPEALS

- (A) Employees of the Municipality are employees at-will and thus have no inherent job tenure. Except as otherwise provided by this Chapter, any municipal employee may be disciplined, including oral and written reprimands, removal or suspension from their duty for any of the following reasons including, but not limited to:
- (1) Incompetency;
 - (2) Inefficiency;
 - (3) Dishonesty;
 - (4) Insubordination;
 - (5) Failure of good behavior;
 - (6) Discourteous treatment of the public or fellow employees;
 - (7) Being habitually tardy or failing to maintain attendance standards;
 - (8) Being absent without leave;
 - (9) Neglect of duty;
 - (10) Falsification of employment records;
 - (11) Conviction of a crime of moral turpitude;
 - (12) Failure to immediately report an accident or personal injury
 - (13) Violation of Municipal rules, regulations or policies.

(14) Acts of misfeasance, malfeasance or nonfeasance.

- (B) The Municipal Manager will notify the employee in writing of the effective date of any disciplinary action, the duration as applicable, the grounds for the action and any internal appeal rights that may exist.
- (C) Records of disciplinary action involving written or oral reprimands ~~will~~ **may** be removed, ~~with the approval of the Municipal Manager,~~ after a period of ~~twenty-four~~ **twelve** months providing there is no **similar** intervening discipline. **The employee must submit a formal request in writing to the Municipal Manager for removal of the discipline.** Records of demotions, suspensions and terminations shall be maintained in accordance with the retention schedule established by the Records Commission.
- (D) Any full-time municipal employee (excluding division or department heads) who receives an oral or written reprimand by the action of a superior may appeal such actions directly to the Municipal Manager. Such appeals shall be in writing and include a statement **as to why** the employee feels the action is unwarranted. The Municipal Manager shall rule on such appeals within seven (7) working days of receipt and said decision ~~will~~ **shall** be final.
- (E) Any full-time employee in a competitive position who is removed, reduced for cause, or suspended by action of the Municipal Manager may within five (5) working days of receiving such notice request in writing, which sets forth their grounds for the appeal, a hearing before the Personnel Board in accordance with applicable rules and procedures.

(1) Before administering any actions set forth in (E) above, the employee will be presented with an outline of the written charges which may be the basis for the disciplinary action and offered the opportunity for a conference with the Municipal Manager at which time they may provide a defense or an explanation of the alleged offense.

(2) Notwithstanding the above, an employee may be placed on paid or unpaid administrative leave during such time not to exceed **sixty (60)** ~~thirty (30)~~ days as necessary to complete an investigation of charges that may result in their suspension or dismissal. Before such action is taken, the employee will be advised of the nature of the investigation being conducted.

(F) **DISCIPLINE PRINCIPLES**

(1) All employees of the Municipality serve at-will of the employer. However, to provide for professional and consistent delivery of services, the employer has adopted the following general principles to administer disciplinary actions of employees:

(A) Employees should be advised of expected job behavior, the types of conduct that the employer has determined to be unacceptable, and the normal penalties for unacceptable behavior. Of course, some infractions are so obvious they will warrant discipline or removal even without a specific rule.

(B) Immediate attention shall be given to policy infractions, unless special

circumstances warrant further investigation or delay.

- (C) Deviations from standard procedure should be clearly justified and documented.
- (D) Each offense should be dealt with objectively.
- (E) Discipline for minor offenses, as determined by the employer, may be progressively applied.
- (F) Serious offenses, depending on the severity, may proceed to suspension or termination. Each department head shall be responsible for administering discipline (i.e., verbal warning and written reprimands) and for making recommendations to the Municipal Manager regarding more serious infractions.
 - (a) The Municipal Manager will make decisions regarding demotions, suspensions, or terminations of employment for all employees with the recommendations of department heads.

Refer to 32.50 section E if the employee chooses to appeal Municipal Manager's opinions.

§ 32.51 GRIEVANCE PROCEDURES

- (A) A grievance is a dispute as to the interpretation or application of Municipal regulations, divisional work rules, personnel or administrative policies. A grievance procedure is intended to promote good employee relations by minimizing and adjusting appropriate grievances, which if left unattended, may have a detrimental impact on employee attitudes, efficiencies or Municipal services. All full-time municipal employees may access and utilize the procedures contained herein for resolution of grievances.
 - (1) At Step 1, the aggrieved employee shall make ~~an oral~~ **a written** presentation to their division head. ~~If the division head fails to answer orally within one (1) working day or their reply~~ **The division head must respond in writing to the grievant within five (5) business days of the presentation.** ~~If the answer is unacceptable to the grievant, the grievant may proceed to Step 2. If the grievance is against the division head, the aggrieved employee shall begin at Step 2. If the grievance is against the Municipal Manager, it shall be given to the Mayor.~~
 - (2) At Step 2 the grievance shall be **presented in reduced to writing**, ~~signed by the aggrieved employee and presented~~ to the Municipal Manager's office within five (5) ~~working~~ **business** days **after the grievant receives their answer from Step 1.** ~~occurrence of facts upon which the grievance is based.~~ The Municipal Manager will designate a neutral administrative officer not within the employee's line of authority who will schedule a meeting with the aggrieved employee and other parties as deemed necessary within five (5) ~~working~~ **business** days and render a decision within ~~three (3) working~~ **five (5) business** days of the meeting. Copies of the decision will be given to the employee, the division head and the Municipal Manager. If the aggrieved employee does not refer the grievance in writing to step 3 within ~~three (3) working~~ **five (5) business** days after receipt of an unacceptable decision rendered at this step it shall be deemed resolved.

- (3) At Step 3 if the matter remains unresolved, the grievance, together with all the correspondence and records shall be submitted by the grievant to the Municipal Manager. If the Municipal Manager deems it necessary, a meeting will be scheduled with the grievant and other necessary parties within five (5) ~~working~~ **business** days of submission of the grievance. Final disposition of the grievance by the Municipal Manager will be made within ten (10) ~~working~~ **business** days of its receipt or the final meeting, as applicable. Copies of the final disposition shall be sent to all concerned parties and the decision by the Municipal Manager is final. **A copy of the grievance will be kept in accordance with the Records Retention Schedule.**

Upon mutual agreement of the parties, the time limits may be extended at any step. However, any complaint not answered within the ~~prescribed~~ **established** 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. **Employees that fail to move a grievance forward will deem the grievance resolved at the previous step.**

EMPLOYMENT SEPARATION

§ 32.60 RESIGNATION

Employees may voluntarily resign by submitting a written letter of resignation to their immediate supervisor. In order to resign in good standing, an employee shall provide the Municipal Manager and/or department head at least fourteen (14) days notice prior to the effective date of separation, unless, due to extenuating circumstances, the Manager agrees to a shorter notice. The letter shall be a signed, dated statement indicating the employee's desire to resign and the effective date of separation. Failure to give proper, timely notification may render the employee ineligible for future re-employment with the Municipality of West Milton.

~~two (2) weeks advance written notice of such intent.~~

An employee who resigns in good standing may be reinstated, at the discretion of the employer, to the employee's former position or a similar position within one (1) year following the employee's resignation, provided the former employee remains qualified to perform the duties of the position, the position is vacant, and reinstatement would be in the best interest of the employer.

Letters of resignation shall contain the following information:

- 1. A statement indicating the employee's intention to resign.**
- 2. The date of the letter.**
- 3. The effective date of resignation.**
- 4. The reason for resignation (optional).**
- 5. The employee's signature.**

The employee's supervisor shall forward the letter of resignation to the Municipal Manager immediately upon receipt.

The Municipal Manager shall notify the Finance Director of the pending resignation/retirement so that payroll records may be updated and appropriate documents

processed.

§ 32.61 — JOB ABANDONMENT

~~An employee who is absent from their scheduled duties for three (3) or more workdays without authorization for such absence, or an employee who fails to report for duty at the expiration of any leave of absence within three (3) work days from the date of such leave shall be considered as having abandoned their position. This will be treated as a resignation without notice and the employee will forfeit payment for accumulated leave that may be payable.~~

§ 32.62 — REDUCTION IN FORCE

- (A) When the Director or Department Head of any administrative department, together with the Municipal Manager, determine for any valid reason, including lack of work or lack of funds, that a reduction in force is necessary, the following factors without priority shall be used to determine which employees will be reduced
- (1) Classification
 - (2) Length of Service
 - (3) Demonstrated knowledge and abilities

§ 32.63 — RETIREMENT

- (A) Employees are eligible to retire with established benefits provided they meet the requirements of the plan in which they are participating (e.g. PERS or P&FSR **OPERS or OP&F**).
- (B) **The Ohio Public Employees Retirement System (OPERS) prescribes certain rules and responsibilities for the Municipality and its employees. A complete set of guidelines can be obtained through OPERS, or contact the Finance Director for assistance.**
- (C) **Full-time law enforcement officers in the Police Department are required by law to participate in the Ohio Police & Fire Pension Fund (OP&F). A complete set of guidelines can be obtained through OP&F, or contact the Finance Director for assistance.**
- (D) Employees are requested to notify their supervisor in writing at least sixty (60) days prior to the effective date of their anticipated retirement.

~~§ 32.64 — DISABILITY/RETIREMENT~~

- ~~(A) When an employee is declared by a licensed medical practitioner that they are unable to perform the essential functions of their position, with or without accommodation, because of either a physical or mental condition, the Municipality will aid the employee in applying for disability retirement.~~
- ~~(B) The disability, whether mental or physical, must be presumed to be permanent. However, if the application is denied due to the finding by the retirement board's physician, that the employee is physically and mentally capable of performing the essential functions of their position, the employee will be denied disability retirement benefits and required to return to work and perform all such functions at a competent level.~~

32.64 RE-EMPLOYMENT OF A RETIREE

An individual who retires from the Municipality under either the Ohio Public Employees Retirement System (OPERS) or the Ohio Police & Fire fund (OP&F) may be re-employed with the Municipality in a role which is covered by OPERS or OP&F. The re-employment must be conducted in such a way that it complies with the applicable law.

The Municipal Manager may reappoint a retiree who plans to return to work in the same position he or she retired from. In addition, the Finance Director must certify that requirements have been met on the notice of re-employment to OPERS or OP&F. The certified notice serves as the official notification to OPERS or OP&F of the hiring of a re-employed retiree. The forms should be returned to the appropriate retirement system by the end of the first month of re-employment. Once re-employed, the employee and employer contributions must be made to the appropriate retirement system.

The Municipality must offer health care coverage for OPERS and OP&F age and service retirees who become re-employed with the Municipality. If a non-Medicare employee retires and is rehired, they must begin contributing towards Medicare.

A re-employed retiree will maintain the same vacation accrual rate and longevity pay they had at retirement. Retired to rehired individuals are not eligible for vacation or sick leave payouts. Payouts in accordance with the Personnel Rules only occur when the employee initially retires.

§ 32.65 Layoff / Recall

When a department head determines a layoff or reduction in the work force of the Municipality is necessary, the department head or other assigned designee shall determine those positions which shall be reduced in number and recommended the reductions / layoffs to the Municipal Manager for approval. The names of the individuals laid off in accordance with this section shall be placed on a recall eligibility list which shall be valid for a period of one (1) year from the effective date of the layoff. Such recall eligibility list may be extended by the Municipal Manager for an additional six (6) month period. The order of the list shall be in the inverse order of the order in which the layoff occurred.

Those employees who have been laid off shall be called back to work in the order as indicated on the re-appointment eligibility list. Should an employee be unavailable to return to work in a period as deemed reasonable by the Municipal Manager, but in any case, not to exceed two (2) weeks, or refuses to return to work, that employee's name shall be removed from the re-employment eligibility list.

§ 32.70 Emergency Declaration

To maintain health and safety and protect the property in our municipality, municipal employees have the added critically important responsibility of helping in the event of an emergency declaration by the Municipal Manager. Some departments have a clear public safety role in terms of their duties. Other employees, depending on the event, may be directed to act outside the ordinary scope of their normal work hours and / or duties to support the Municipality's response efforts. As such, potential emergency or relief duty is considered a condition of employment. Refusal of an employee to report to work during

emergency or adverse situations will subject the employee to disciplinary action up to and including termination.

§ 32.71 CONFLICT OF LAW

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 retrained by a court, the law or court decision shall prevail, but the remainder of this manual and any amendments thereto shall not be affected 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.

RESOLUTION CM-26-41

**A RESOLUTION TO AUTHORIZE THE MUNICIPAL
MANAGER TO PURCHASE REAL ESTATE ON
BEHALF OF THE MUNICIPALITY OF WEST MILTON**

WHEREAS, the Municipal Manager, on behalf of Council for the Municipality of West Milton, has negotiated in good faith to purchase a portion of real property located at South Jefferson St., West Milton, Ohio, currently owned by the Milton-Union Exempted Village School District, more fully described in the purchase contract attached hereto as Exhibit A; and

WHEREAS, the owner of said real property has accepted the negotiated purchase price of One Hundred Twenty-five Thousand Dollars (\$125,000.00) for same; and

WHEREAS, Council for the Municipality of West Milton, is in agreement with the terms of the purchase contract and the Joint Facilities Use Agreement that accompanies the purchase contract; and

WHEREAS, Council believes it to be in the best interest of the Municipality to purchase said property for the purpose of providing recreational facilities which are maintained open for public use, including but not limited to basketball courts, tennis courts, pickleball courts and similar recreational facilities, for the benefit of residents within the Municipality.

NOW, THEREFORE BE IT RESOLVED by the Council of the Municipality of West Milton, Ohio that:

SECTION I: The Municipal Manager has negotiated in good faith to purchase the portion of real property located at South Jefferson St., West Milton, Ohio, currently owned by the Milton-Union Exempted Village School District, as described in the purchase contract attached hereto as Exhibit A and incorporated herein as if fully rewritten.

SECTION II: The owner(s) of said real property has accepted the negotiated purchase price of One Hundred Twenty-five Thousand Dollars (\$125,000.00) for said property.

SECTION III: The Municipal Manager is authorized to execute the attached purchase contract, Exhibit A, as well as the Joint Facilities Use Agreement, attached hereto as Exhibit B.

Passed this _____ day of May, 2026.

Jeremy Sodders, Mayor

Attest:

Laura Wright, Clerk of Council

Approved as to Form:

Leneé M. Brosh, Law Director

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“**Agreement**”) is made and entered into effective as of _____, 2026 (the “**Execution Date**”) by and between THE BOARD OF EDUCATION (the “**Board**”) OF THE MILTON-UNION EXEMPTED VILLAGE SCHOOL DISTRICT, a local school district and political subdivision of the State of Ohio (the “**School District**” or “**Seller**”) and the MUNICIPALITY OF WEST MILTON, a municipal corporation organized under the laws of the State of Ohio (the “**Village**” or “**Buyer**”).

RECITALS

WHEREAS, the Seller is the owner of certain real property consisting of approximately _____ acres, more or less, located at or near South Jefferson Street in the Municipality of West Milton, County of Miami, and State of Ohio, being identified as Miami County Auditor Parcel ID Nos. L39-250070, L39-250065, and L39-250060, which real property is more particularly described at EXHIBIT A attached hereto and incorporated by reference (the “**School District Property**”);

WHEREAS, within the School District Property is an area of real property containing basketball and tennis court facilities, representing approximately _____ acres of the School District Property and generally outlined on EXHIBIT B attached hereto and incorporated by reference (the “**Transferred Property**”);

WHEREAS, pursuant to Ohio Revised Code (“**R.C.**”) Sections 3313.41, 3313.411, 3313.412 and 3313.413, a school district board of education is permitted to dispose of real property no longer needed for school purposes;

WHEREAS, the Transferred Property is no longer needed for school purposes and because no community schools, college-preparatory boarding schools or STEM schools are located within the territory of the School District, the School District is not required to offer the Transferred Property to the governing authorities of any such entity as specified under R.C. Sections 3313.41, 3313.411, 3313.412 or 3313.413;

WHEREAS, R.C. Sections 3313.41(A) and (C) permit the School District to sell the Transferred Property to a municipal corporation without conducting a public auction upon such terms as are agreed upon by the parties;

WHEREAS, the Board has determined by official action taken at a public meeting that the Transferred Property is no longer needed for school purposes and that the sale of the Transferred Property upon the terms set forth herein is in the best interests of the School District;

WHEREAS, the School District desires to sell and the Buyer desires to purchase such Transferred Property from the School District for the purpose of providing recreational facilities which are maintained open for public use, including but not limited to basketball courts, tennis courts, pickleball courts and similar recreational facilities, for the benefit of residents within the Village (the “**Intended Use**”);

WHEREAS, the Board has authorized the Treasurer and President to execute and deliver, on behalf of the Board, a real estate purchase agreement setting forth the terms of the sale and conveyance of the Transferred Property, together with such additional instruments, agreements, certificates, and other documents as may be necessary or appropriate in order to effectuate the transfer of the Transferred Property; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

TERMS AND CONDITIONS

1. The Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Transferred Property, together with all improvements, fixtures, easements and appurtenant rights and privileges, owned by Seller.

2. Purchase Price. Buyer agrees to pay to Seller as the purchase price for the Transferred Property together with Buyer's covenants and obligations under this Agreement (including the Public Use Covenant, execution of the JFUA (as defined herein), and the Repurchase Right), the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) (the "**Purchase Price**"), payable on the Closing Date (as defined herein), subject to any credits or prorations set forth in this Agreements.

3. Deed.

(a) Seller shall convey marketable fee simple title to the Transferred Property to Buyer by quit claim deed (the "**Deed**"), free and clear of all liens and encumbrances except (i) those expressly provided for in this Agreement; (ii) real estate taxes and assessments which are not yet due and payable; (iii) zoning ordinances, if any; and (iv) restrictions, conditions, reservations and easements of record not objected to by Buyer (collectively, the "**Permitted Exceptions**").

(b) Buyer shall accept the Deed subject to a public use covenant (the "Public Use Covenant"), which shall be recorded and shall run with the land, requiring that the Transferred Property be used solely for public recreational purposes, including but not limited to basketball and tennis facilities, and such other public purposes as may be approved in writing by Seller. Seller shall have the right to enforce the Public Use Covenant by any lawful means, including injunctive relief and specific performance. The Parties expressly acknowledge and agree that no reversionary interest, right of re-entry, or automatic forfeiture of title is created by this Agreement or the Deed.

4. Title. Buyer has obtained, at Buyer's sole cost and expense, preliminary evidence of Seller's title to the Transferred Property in the form of a title commitment issued to the Buyer by a title company (the "**Title Company**"), together with copies of all title exceptions of record set forth in the title commitment. If Buyer chooses to obtain an ALTA Owner's Policy of Title Insurance (the "**Title Policy**") at the Closing, and any endorsements to such Title Policy, it shall do so at Buyer's sole cost and expense.

5. Easements. At Closing, Seller shall grant Buyer a perpetual non-exclusive easement for shared ingress and egress over and across that portion of the School District Property as shown at EXHIBIT B (the “**Access Easement**”). The Access Easement shall continue for so long as Buyer owns the Transferred Property and uses it in compliance with the Public Use Covenant and shall terminate upon Seller’s repurchase of the Transferred Property or a permitted public transfer under this Agreement.

6. Special Provisions Related to Joint Use of Transferred Property. Seller and Buyer agree to cooperate with each other to coordinate activities and the scheduling of events at or near the Transferred Property and remaining School District Property to the extent possible to limit negative impacts on the School District, the Village, or the public. At the Closing, the Parties shall enter into a Joint Facilities Use Agreement (the “**JFUA**”) which JFUA shall include the terms and conditions under which the School District shall use the recreational facilities located on the Transferred Property for school activities, including but not limited to school extracurricular activities. A form of the “JFUA” is attached hereto as EXHIBIT C and incorporated by reference herein. At the Closing, the Parties shall execute the JFUA in substantially the same form as Exhibit C. Buyer shall record the JFUA or a memorandum thereof, in recordable form approved by Seller.

7. Lot Split. Seller shall obtain a lot split for the Transferred Property. Buyer shall be solely responsible for the payment of all costs and expenses associated with the lot split, including but not limited to, addressing new boundaries, and preparing surveys and formal legal descriptions for the Transferred Property. Seller and Buyer shall mutually cooperate on the execution of all documents reasonably required by governmental authorities for said lot split.

8. Closing; Closing Date. The consummation of the transactions contemplated by this Agreement shall be referred to as the “**Closing**”. Closing shall occur on or before the date that is thirty (30) days after the Contingency Satisfaction Date, provided that either Party may extend the Closing Date for delays caused by governmental processing outside its control.

9. Closing Deliveries. On or before the Closing Date, the Seller shall deposit or cause to be deposited with the Title Company: (i) the Deed; (ii) the ROFR and the JFUA, each described herein; and (iii) such other funds, documents and instruments, in recordable form or otherwise, as may be reasonably required by the Title Company as a condition of the closing of the escrow. On or before the Closing Date, Buyer shall deposit with the Title Company: (i) the Purchase Price; (ii) the ROFR and JFUA; and (iii) such other funds, documents and instruments, in recordable form or otherwise, as may be reasonably required by the Title Company as a condition of the Closing of the escrow.

10. Prorations and Expenses.

(a) Inasmuch as the Transferred Property is exempt from taxation, there will be no proration of real estate taxes. Installment and special assessments, if any, which are a lien against the Transferred Property, shall be prorated as of the date of the Closing on the basis of a 360-day year and the amounts shown on the then latest available county tax duplicate. All past due utilities and other expenses with respect to the Transferred Property shall be paid by Seller, if any. Seller and Buyer shall cooperate to arrange for utilities to the Transferred Property to be transferred to

Buyer at Closing if applicable. Other normally pro-rated items shall be pro-rated as of the Closing Date.

(b) As further specified in Section 7 hereto, Buyer shall be solely responsible for paying any costs associated with the lot split of the Transferred Property from the School District Property, including the preparation of formal legal descriptions for the Transferred Property for Seller's approval prior to the date of the Closing.

(c) Buyer shall be solely responsible for any costs associated with the preparation of a legal description for the Access Easement for Seller's approval prior to the date of the Closing.

(d) Buyer shall be solely responsible for any costs associated with Buyer's efforts to satisfy the contingencies in Section 16(a) herein.

11. Closing Costs and Conveyance Fees.

(a) Buyer shall pay the (i) fee for preparing and recording the Deed, (ii) recording fees for the release of any liens or mortgages presently encumbering the Transferred Property, if any, or any other curative title documents, to the extent applicable, and (iii) transfer tax and conveyance fee (if any). However, the Parties anticipate that no conveyance fee will be payable based on Buyer's status as a political subdivision.

(b) Buyer shall pay (i) the title commitment and premiums for the owner's Title Policy, (ii) the escrow fee and any other closing costs of the Title Company, (iii) the title commitment costs for third party expenses related to its due diligence, and (iv) any special endorsements to the Title Policy requested by Buyer. Each party shall be responsible for payment of its own attorneys' fees.

12. Risk of Loss: Seller shall bear the risk of loss or damage to the Transferred Property until the Closing. In the event of any loss or damage to the Transferred Property prior to Closing, Seller shall promptly notify Buyer. If such loss or damage is not material, this Agreement shall remain in full force and effect without adjustment to the Purchase Price, and Seller shall assign to Buyer at Closing all insurance proceeds payable on account of such loss or damage, and the Closing shall occur as scheduled. If such loss or damage is material (defined as damage that costs more than five percent (5%) of the Purchase Price to repair or that materially impairs access or the Intended Use of the Transferred Property), then Buyer shall have the option to either:

(a) terminate this Agreement by written notice to Seller within ten (10) business days after receipt of Seller's notice of the casualty and the Parties shall have no further obligations hereunder; or

(b) proceed to Closing, in which event Seller shall assign to Buyer all applicable insurance proceeds and provide a credit at Closing for any insurance deductible or self-insured retention.

(c) Except as expressly provided above, Seller shall have no obligation to repair or restore the Transferred Property.

13. Access to and Testing of Real Estate. Seller grants to Buyer and persons designated by Buyer the right and permission at any time prior to Closing, and from time to time, to enter upon the Transferred Property to inspect, appraise and survey the same and to make soil borings and conduct other tests and inspections to determine the suitability of the Transferred Property for Buyer's Intended Use. Buyer shall repair any damage to the Transferred Property resulting from the entry of Buyer or its agents and shall restore the Transferred Property to substantially its original condition, reasonable wear and tear excepted. All such inspections, tests, and investigations shall be conducted as part of Buyer's due diligence and subject to Buyer's due diligence contingency set forth in the Contingencies section of this Agreement.

14. Possession. Seller shall deliver possession of the Transferred Property to Buyer on the Closing Date.

15. Right of First Refusal and Repurchase Right.

(a) Buyer shall not sell, convey, assign, transfer, or ground lease the Transferred Property, or change the use of the Transferred Property to a non-public use, without first complying with this Section (each, a "Trigger Event").

(b) Buyer shall provide Seller with written notice of any proposed Trigger Event at least sixty (60) days prior to consummation, describing the proposed transaction or change of use in reasonable detail.

(c) Upon receipt of such notice, Seller shall have the right, but not the obligation, to repurchase the Transferred Property on the terms set out herein ("Repurchase Right").

(d) The repurchase price shall be the fair market value of the Transferred Property as of the date of notice, determined by mutual agreement of the Buyer and Seller, or, if the parties are unable to agree, by a MAI-certified appraiser mutually selected by the Parties. If the Parties cannot agree on an appraiser within ten (10) business days, each Party shall select a MAI-certified appraiser and the average of the two appraisals shall determine fair market value. Appraisal costs shall be shared equally.

(e) Seller shall have thirty (30) days after receipt of the appraisal(s) to exercise the repurchase right by written notice, and closing shall occur within forty-five (45) days thereafter. Buyer shall convey title free and clear of all liens and encumbrances created by Buyer.

(f) Transfers to Ohio political subdivisions or other Ohio public entities shall not constitute a Trigger Event, provided the transferee assumes the Public Use Covenant, the Joint Facilities Use Agreement, and this Repurchase Right in a recorded instrument approved by Seller.

(g) The provisions of this Right of First Refusal and Repurchase Right are material inducements to Seller's agreement to convey the Transferred Property and shall survive Closing and delivery of the Deed. At the Closing, Buyer and Seller shall execute a Right

of First Refusal and Repurchase Right agreement in recordable form incorporating the terms hereof (the "ROFR").

16. Contingencies.

(a) The obligations of Buyer hereunder are subject to the following conditions, any of which may be waived by Buyer in writing:

i. Buyer's completion, to its satisfaction, of all due diligence relating to the Transferred Property, including without limitation physical inspections, surveys, title review, environmental review, and confirmation of the suitability of the Transferred Property for Buyer's Intended Use;

ii. Execution and recordation of the JFUA and ROFR, or a memorandum thereof, in recordable forms approved by Buyer;

iii. The representations and warranties of Seller set forth in this Agreement being true and correct in all material respects on the Closing Date;

iv. Buyer determining that (a) no environmental, toxic waste, or hazardous substance problems exist with respect to the Transferred Property, and (b) the West Milton Council has passed all necessary legislation approving the transactions contemplated herein and the same have become effective;

v. Seller obtain approvals for the lot split necessary to define the Transferred Property in form and content acceptable to Buyer and Seller, and all necessary approvals as to the new legal description for the Transferred Property resulting from the lot split; and

vi. Seller's ability to convey title to Buyer as required by this Agreement.

(b) The obligations of the Seller hereunder are subject to the following conditions:

i. Seller obtaining the appropriate approvals and authorizations from its Board to enter into this Agreement, to sale the Transferred Property at the Purchase Price; and to effectuate the transactions described herein; and

ii. Execution and recordation of the JFUA and ROFR, or a memorandum thereof, in recordable forms approved by Seller.

(c) All contingencies herein shall be satisfied or waived by the date that is ninety (90) days following the Execution Date (the "**Contingency Satisfaction Date**"), provided, however, the Parties may agree in writing to extend the Contingency Satisfaction Date for good cause. If Buyer does not notify Seller in writing on or before the Contingency Satisfaction Date that the contingencies have not been satisfied and if the Contingency Satisfaction Date has not been extended, the Buyer's contingencies will be deemed to have been satisfied. If Seller does not notify Buyer in writing on or before the Contingency Satisfaction Date that the contingencies have not

been satisfied and if the Contingency Satisfaction Date has not been extended, the Seller's contingencies will be deemed to have been satisfied.

17. Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

(a) Seller and all persons executing this Agreement on behalf of Seller, have full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto;

(b) Prior to the Closing Date, Seller shall not enter into any agreements of any kind whatsoever, or grant any rights or privileges, with respect to the Transferred Property, without the prior written consent of the Buyer;

(c) Seller is the fee simple owner of the Transferred Property, and no other party has any claim to the Transferred Property by reason of any purchase and sale agreement, option to purchase, right of first refusal, land installment contract, or other similar agreement or instrument, and Seller has no knowledge of any claim to the Transferred Property by adverse possession or other prescriptive right.

18. Buyer's Representations and Warranties. Subject to the terms of Section 16 herein, Buyer hereby represents and warrants to Seller as follows:

(a) This Agreement is a legal, valid, and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms; and

(b) Buyer and all persons executing this Agreement on behalf of Buyer, have full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto.

19. Notices. Any notice request, information, or other communication to be given hereunder to either of the parties by the other shall be in writing and shall be deemed to have been delivered upon personal delivery and receipt, or on the next business day after being deposited with a nationally recognized overnight delivery service, or upon first attempted delivery after being deposited in the first class U.S. mail, postage prepaid, registered or certified mail, return receipt requested, as follows (or to such other addresses as Buyer or Seller may advise each other in writing):

If to Seller: Milton-Union Exempted Village School District
Attn: Cheyanne Solomon, Treasurer
7610 Milton-Potsdam Road
West Milton, Ohio 45383

If to Buyer: Municipality of West Milton
701 South Miami Street
West Milton, Ohio 45383

20. Miscellaneous.

(a) Further Assistance; Cooperation. Seller and Buyer agree, at any time and from time to time, to execute any and all documents reasonably requested by the other party or the Title Company to carry out the intent of this Agreement.

(b) Enforceability. The failure of either Party to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the other Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part hereof, or the right of such Party thereafter to enforce each and every such provision.

(c) Assignment; Binding Agreement. This Agreement may not be assigned without the other Party's prior written consent. The terms and conditions of this Agreement shall survive Closing and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

(d) Counterparts. This Agreement may be executed in counterparts, including electronically executed and/or transmitted counterparts, and in any number of counterparts, each of which shall be treated as an original and all of which, together, shall constitute one and the same instrument.

(e) Entire Agreement. This Agreement shall be deemed to contain all of the terms and conditions agreed upon, it being understood that there are no outside representations or oral agreements.

(f) Further Assistance; Cooperation. Each Party shall reasonably cooperate with the other Party, and shall execute and deliver such further documents and take such reasonable actions as the other Party may reasonably request, in order to carry out the purposes and intent of this Agreement; provided, however, that no Party shall be required to incur any material cost or liability in connection therewith (other than nominal reproduction or delivery costs, which shall be borne by the requesting Party). Any obligation of either Party under this Section shall not require the disclosure of confidential or privileged materials and shall survive Closing or termination of this Agreement.

(g) Amendments. This Agreement may be amended or supplemented only by a written instrument signed by both Parties hereto.

(h) Section Headings; Pronouns. All section headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provisions of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

(i) Construction of Agreement and Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. The Parties have been represented by legal counsel in connection with the negotiation and execution of this Agreement and accordingly, in interpreting any of the provisions of this Agreement, no rules of construction shall be applied to favor one or other of the Parties based on the drafting of the Agreement.

(j) Time of Performance. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

(k) Survival. If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remains binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

(l) Remedies. Buyer acknowledges that breach of the Public Use Covenant or Repurchase Right may cause irreparable harm to Seller and that Seller shall be entitled to injunctive relief and specific performance, in addition to any other remedies available at law or in equity.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

BUYER: MUNICIPALITY OF WEST MILTON

By: _____

Printed Name: _____

Its: _____

**SELLER: BOARD OF EDUCATION OF THE
MILTON-UNION EXEMPTED
VILLAGE SCHOOL DISTRICT**

By: _____

Printed Name: Ben Dehus

Its: Board President

Date: _____

By: _____

Printed Name: Cheyanne Solomon

Its: Treasurer

Date: _____

EXHIBIT A
SCHOOL DISTRICT PROPERTY

EXHIBIT B
DEPICTION OF TRANSFERRED PROPERTY AND ACCESS EASEMENT



EXHIBIT C

JOINT FACILITIES USE AGREEMENT

EXHIBIT C

JOINT FACILITIES USE AGREEMENT

This Joint Facilities Use Agreement (the “Agreement”) is entered into on _____, 2026 (the “Effective Date”), by and between **THE MUNICIPALITY OF WEST MILTON**, a municipal corporation organized under the laws of the State of Ohio, with an address of 701 South Miami Street, West Milton, Ohio 45383 (hereinafter referred to as “Village”), and **THE BOARD OF EDUCATION OF THE MILTON-UNION EXEMPTED VILLAGE SCHOOL DISTRICT**, which supervises the public schools of the Milton-Union Exempted Village School District and is constituted and governed by Title 33 of the Ohio Revised Code, with an address of 7610 Milton-Potsdam Road, West Milton, Ohio 45383 (hereinafter the Board of Education and the School District may be referred to as “Milton-Union”). Village and Milton-Union may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Milton-Union is the former owner of certain real property described on Exhibit A attached (the “Premises”), which Premises is located at or near South Jefferson Street in the Municipality of West Milton, Miami County, Ohio;

WHEREAS, Village acquired the Premises from Milton-Union pursuant to that certain Real Estate Purchase Agreement effective as of _____, 2026 (the “Purchase Agreement”), for the purpose of providing recreational facilities which are maintained open for public use, including but not limited to basketball courts, tennis courts, pickleball courts and similar recreational facilities, for the benefit of residents within the Village (collectively, “Recreational Facilities”);

WHEREAS, the Purchase Agreement requires that, at Closing, the Parties enter into a Joint Facilities Use Agreement establishing the terms and conditions under which Milton-Union shall use the Recreational Facilities located on the Premises for school activities, including but not limited to school extracurricular activities, and further requires Village to record this Agreement or a memorandum thereof in recordable form approved by Milton-Union;

WHEREAS, Milton-Union is a public school district and must ensure that expenditures and obligations serve a public purpose in compliance with Ohio law;

WHEREAS, the Parties intend this Agreement to reflect an exchange of adequate consideration for school and recreation related use rights, and not a donation or gift;

THEREFORE, Village and Milton-Union agree to the following:

1. **PURPOSE:** The purpose of this Agreement is to establish the terms under which Milton-Union will have a limited, nonexclusive license to use the Recreational Facilities located on the Premises for school activities in exchange for the consideration described herein.
2. **CONSIDERATION:** The Parties acknowledge and agree that this Agreement is executed as part of the consideration and inducement for the conveyance of the Premises under the Purchase Agreement, including without limitation the Purchase Price and Village's covenants and obligations under the Purchase Agreement. The Parties agree that this Agreement is not a donation but is made solely for the rights granted herein.
3. **LICENSE OF RECREATIONAL FACILITIES AND TERM:** Village shall allow Milton-Union to use the Recreational Facilities located on the Premises and related areas reasonably necessary for such use, including customary access areas and adjacent pedestrian pathways, and equipment normally included in such Recreational Facilities.

Milton-Union receives a limited, nonexclusive license only. No leasehold, tenancy, or property interest is conveyed. The license term begins on the Closing Date under the Purchase Agreement and continues for so long as Village owns the Premises, unless terminated earlier in accordance with this Agreement or unless the Premises is conveyed pursuant to a permitted public transfer under the Purchase Agreement with an assumption of this Agreement.

4. **SECONDARY USE AND SCHEDULING:** Milton-Union's use is for school purposes and is subject to reasonable coordination with Village's operation of the Recreational Facilities as public Recreational Facilities. Milton-Union's properly scheduled school activities shall have priority over general public recreational use during the scheduled time periods.

All usage by Milton-Union must be scheduled through a Village designee identified for that purpose. Village shall exercise its scheduling discretion reasonably and in good faith and shall not unreasonably withhold or delay Milton-Union's access to the Recreational Facilities during normal school competitive seasons and scheduled school activities. Nothing in this Section shall be construed to grant Milton-Union exclusive use of the Recreational Facilities or to limit Village's ability to permit other public uses of the Recreational Facilities outside Milton-Union's properly scheduled periods of use.

5. SEASONAL LIMITATION: Use by Milton-Union is limited to school activities, including normal competitive seasons for sports utilizing the Recreational Facilities and related practices and events. Any other usage, including non-school fundraising events or third-party uses, requires a separate written agreement approved by Village.
6. CLOSURE AND MAINTENANCE: Village may, on a reasonable basis, close the Recreational Facilities due to weather, maintenance, safety, or other Village events. If closures materially interfere with Milton-Union's scheduled use, Village and Milton-Union shall coordinate substitute dates or times where practicable.
7. MAINTENANCE: Village shall be responsible for routine maintenance and related costs for the Recreational Facilities. Village shall maintain the Recreational Facilities in safe, good, and playable condition consistent with comparable public recreational facilities located in Miami County, Ohio, or similarly situated Ohio municipalities.
8. DAMAGE: Milton-Union shall be responsible for repairing to the satisfaction of Village, or reimbursing Village, for any damage caused by Milton-Union's use of the Recreational Facilities. Any damage must be reported by Milton-Union to Village within twenty-four (24) hours after discovery of the damage or receipt of notice of the damage. Milton-Union's responsibility applies only to damage caused through negligent or intentional acts and does not include ordinary wear and tear.
9. INSURANCE: Milton-Union shall maintain liability coverage of not less than \$1,000,000 per occurrence, which may be satisfied through a public-entity risk pool. Village shall maintain liability coverage consistent with its status as a political subdivision. Each Party shall name the other as an additional insured only if permitted by its insurer or risk-management pool.
10. INJURIES: Milton-Union is responsible for injuries occurring during its use, except to the extent caused by Village negligence. Any injuries occurring during Milton-Union's usage of the Recreational Facilities must be reported by Milton-Union to Village within twenty-four (24) hours of when Milton-Union receives notice of the injury. Village shall notify Milton-Union within twenty-four (24) hours of any injury occurring during Milton-Union's scheduled use when Village first receives notice of such injury. Each Party shall be responsible for injuries and claims to the extent caused by its own negligent or willful acts.
11. INDEMNIFICATION: To the fullest extent permitted by Ohio law, each Party is responsible only for claims, liabilities, damages, or losses that are directly caused by its own negligent or willful acts or omissions. Nothing in this Agreement requires Milton-Union, as a political subdivision of the State of Ohio, to indemnify, defend, hold harmless, insure, or assume liability for the acts or omissions of Village or any third party. Nothing in this Agreement may be interpreted as a waiver or limitation of any defense, immunity, or statutory protection available to Milton-Union under Chapter 2744 of the Ohio Revised Code or other applicable law. Milton-Union is not required to pay or

reimburse attorneys' fees, litigation costs, or damages except to the limited extent such obligations arise solely from its own negligent or willful conduct as determined in accordance with Ohio law. Village remains fully responsible for its own acts and omissions and for the acts and omissions of its officers, employees, agents, contractors, invitees, and members of the public using the Recreational Facilities.

12. COMPLIANCE WITH POLICIES: Milton-Union shall comply with reasonable Village rules applicable to public Recreational Facilities, to the extent such rules do not conflict with Ohio law or Milton-Union's statutory obligations regarding student supervision and safety.
13. TERMINATION: Either Party may terminate for material breach with thirty (30) days written notice and opportunity to cure. Milton-Union may also terminate this Agreement for convenience on thirty (30) days written notice. Milton-Union's obligations requiring the expenditure of funds are subject to annual appropriation, and non-appropriation shall permit termination consistent with Ohio law.
14. GOVERNING LAW; PUBLIC RECORDS: This Agreement shall be governed by the laws of the State of Ohio and venue shall be in Miami County, Ohio. Village acknowledges that documents related to Milton-Union's use of the Recreational Facilities may constitute public records under Ohio law. Milton-Union shall comply with the Ohio Public Records Act, and no confidentiality provision shall prevent disclosure required by Ohio law.
15. RECORDING; SUCCESSORS: Village shall record this Agreement, or a memorandum thereof in recordable form approved by Milton-Union, consistent with the Purchase Agreement. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Any permitted public transferee of the Premises shall be required to assume this Agreement in a recorded instrument approved by Milton-Union.
16. NOTICES: Any notice request, information, or other communication to be given hereunder to either of the parties by the other shall be in writing and shall be deemed to have been delivered upon personal delivery and receipt, or on the next business day after being deposited with a nationally recognized overnight delivery service, or upon first attempted delivery after being deposited in the first class U.S. mail, postage prepaid, registered or certified mail, return receipt requested, as follows (or to such other addresses as a Party may advise the other in writing):

If to Milton-Union:

Milton-Union Exempted Village School District
Attn: Cheyanne Solomon, Treasurer
7610 Milton-Potsdam Road
West Milton, Ohio 45383

If to Village:

Municipality of West Milton

Attn: _____

701 S Miami Street

West Milton, Ohio 45383

17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by a written instrument executed by both Parties. This Agreement may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original.

[Remainder of page intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MUNICIPALITY OF WEST MILTON

By: _____

Name: _____

Title: _____

STATE OF OHIO)

);

COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2026, by _____, _____ of the Municipality of West Milton, on behalf of the municipality.

Notary Public

**BOARD OF EDUCATION OF THE
MILTON-UNION EXEMPTED
VILLAGE SCHOOL DISTRICT**

By: _____
Ben Dehus, President

By: _____
Cheyanne Solomon, Treasurer

STATE OF OHIO)
):
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2026, by Ben Dehus, President of the Board of Education of Milton-Union Exempted Village School District, on behalf of the board of education.

Notary Public

STATE OF OHIO)
):
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2026, by Cheyanne Soloman, Treasurer of the Board of Education of Milton-Union Exempted Village School District, on behalf of the board of education.

Notary Public

This instrument prepared by:
Shannon Martin, Esq.
Bricker Graydon Wyatt LLP
312 N. Patterson Blvd., Suite 200
Dayton, OH 45402
937-224-5300

EXHIBIT A

PREMISES

[INSERT LEGAL DESCRIPTION FROM LOT SPLIT PROCESS]

RECORD OF ORDINANCES

Ordinance No. 23-O-820

Passed MAR 16 2023

Riverside, OH

AN ORDINANCE AMENDING SECTION 351.03 PROHIBITED STANDING OR PARKING PLACES OF THE CODIFIED ORDINANCES OF THE CITY OF RIVERSIDE, OHIO.

WHEREAS, the City of Riverside has previously enacted Section 351.03 Prohibited Standing or Parking Places; and

WHEREAS, the City of Riverside desires to amend Section 351.03 to add language prohibiting parking a motor vehicle in front of a mailbox between the hours of 8:00 am to 5:00 pm; and

WHEREAS, the Riverside City Council finds that parking of vehicles in the proximity of mailboxes within the municipal boundaries of the City of Riverside has the ability to negatively affect public health, safety, and welfare, if not appropriately regulated; and

WHEREAS, the Council of the City of Riverside, Ohio has determined that it is in the City's best interest to incorporate the changes to better manage the City's public parking resources by amending Section 351.03.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RIVERSIDE, STATE OF OHIO:

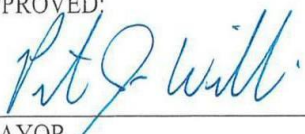
Section 1: That Section 351.03 Prohibited Standing or Parking Places be amended as set forth in Exhibit "A" attached hereto and incorporated herein as is fully set forth is hereby enacted.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in those actions were in meetings open to the public in compliance with the law.

Section 3: That this Ordinance shall take effect and be in force from and after the earliest date allowed by law.

PASSED THIS DAY OF MAR 16 2023.

APPROVED:


MAYOR

(17) Any public or private area designated and posted as a fire lane.

(18) Within ten (10) feet of another property owner's mailbox between the hours of 8:00 am and 5:00 pm.

(b) (1) Except as otherwise provided in this subsection, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree. (ORC 4511.68)

(2) Whoever violates subsection (a)(17) hereof is guilty of a misdemeanor of the fourth degree.

§ 76.04 PARKING PROHIBITIONS.

(A) No person shall stand or park a vehicle, except when necessary to avoid conflict with other traffic or to comply with the provisions of this title, or while obeying the directions of a police officer or a traffic-control device, in any of the following places:

- (1) On a sidewalk, except a bicycle;
- (2) In front of a public or private driveway;
- (3) Within an intersection;
- (4) Within ten feet of a fire hydrant;
- (5) On a crosswalk;
- (6) Within 20 feet of a crosswalk at an intersection;
- (7) Within 30 feet of, and upon the approach to, any flashing beacon, stop sign, or traffic-control device;
- (8) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by a traffic-control device;
- (9) Within 50 feet of the nearest rail of a railroad crossing;
- (10) Within 20 feet of a driveway entrance to any fire station and, on the side of the street opposite the entrance to any fire station, within 75 feet of the entrance when it is properly posted with signs;
- (11) Alongside or opposite any street excavation or obstruction when such standing or parking would obstruct traffic;
- (12) Alongside any vehicle stopped or parked at the edge or curb of a street;
- (13) Upon any bridge or elevated structure upon a highway, or within a highway tunnel;
- (14) At any place where signs prohibit stopping;
- (15) Within one foot of another parked vehicle;
- (16) On the roadway portion of a freeway, expressway, or thruway.

(B) *Parking of motor vehicles on lawns prohibited.*

(1) No automobile, motorcycle or other motor vehicle or trailer shall be parked or remain on any non-parking or non-driveway portion (as described in § 152.19) of the yard of any residential or multi-family zoned lot.

2018 S-