

Joint HR/Streets Committee Meeting Minutes
April 7, 2025, 4:30 p.m. Village Hall

Present: Chris Berger, Chris Bell, Dennis Galicki, Ruth Cavanagh, Mayor, Fiscal Officer Romanowski, Chief Rizzo, Street Commissioner Young

Bell called the meeting to order.

Cavanagh asked the Street Commissioner (SC) to explain what he felt he needed in terms of staffing. The SC said he wanted one guy to provide coverage for everything. Bell clarified that it would be a full-time position, and the SC concurred. Berger verified it would be one full-time person and that there was a job description. FO said that the discussion at the March 24th joint HR/Streets meeting was that the Mayor was going to reach out to OML to find out about comparable communities and their staffing. FO forwarded survey information she had from a couple of years ago as well. The Village's current salary schedule for a full-time laborer who is just starting out, it is \$25.87 per hour, which is \$53,800 per year.

Cavanagh asked if there were any interest in starting the person as part-time and moving the employee up to full-time and asked the length of time the probationary period is. FO said probation is 6 months. A full-time employee would start 5% below the approved rate for the probationary period. If they successfully pass probation, then they move up to the \$25.87 per hour. Berger asked if the SC had reviewed the job description to verify that everything he wanted was in it. The SC said it looked fine. Berger clarified that it includes CDL, etc. The SC said that maybe it should be worded to say that the candidate either has to have or obtain the CDL. Cavanagh then asked if that meant the Village would pay for the person's CDL. Berger asked what the current practice is, and the FO explained that the position requires the CDL. Berger verified it is the requirement of the job, and the SC said the laws have recently changed and it is something they should think about. The FO pointed out this would cost another \$5,000 to \$6,000. Berger was confused and asked if the job description was going to indicate the person is willing to get a CDL, and the SC said he would change the wording to state, "have or obtain a CDL," and put a time on it. Berger asked at whose expense this would be, and the SC said that some places say the employee must get it on their own, and others offer to pay for it but stipulate the employee must stay in the job or they have to pay it back. Cavanagh offered this is what she would suggest saying. Berger asked specifically how long it took to get a CDL, and the SC said it is 40 hours of class driving time. Berger asked if this meant the Village would be paying for the individual to be in school for two weeks. The SC said that when they come out of the school, they are 100%. Cavanagh verified that the Village would include a stipulation that if the Village pays, and the SC interjected that it could be paid over the course of five years, and every year it deletes down. He could get the verbiage from Independence. Berger asked if it was that difficult to find someone with a CDL, and the SC said that now it is because there is a group of people who are retiring, and it is becoming a problem. No one wants to get it because it costs money. Bell added that during the pandemic there was a shortage of hazardous materials truck drivers because of all the retirements. Berger asked the Chief about the Police Department's requirements for candidates, and he responded that they must have Police Academy Training. Berger verified that they do not have a CDL, but they have an equivalent certification. This is a baseline for the Police Department and is a different standard than what is being discussed. Berger continued to say that the Village's standard has always been for the candidate to already have a CDL before applying, but he was hearing the SC say that the Village would not be getting very many candidates.

Galicki suggested not making too many assumptions before casting the net. Berger said he was not ready to say that the Village would spend \$6,000 to get someone a CDL if the Village does not have to do so. The Village can start with the job description as it is and see what the Village gets. If they do not get any satisfactory candidates, then they can consider changing the requirements. The Chief suggested the verbiage, "CDL preferred" so as not to discourage someone without one from applying. Berger agreed and said Council could then decide whether it wants to offer compensation if they need to get a CDL. Bell said that if it is necessary for the Village to provide the CDL, he would prefer to wait until after the probationary period to make sure that an investment is not being made in someone who will not work out. Galicki agreed. If the Village were to opt to pay for a CDL, he would suggest including verbiage to say that the individual is expected to reimburse the Village in full for the costs. The SC explained that he had seen this arrangement where the amount would be prorated. After five-years, there was no further requirement. Berger observed that it would put the burden on the Village to chase the money.

The FO said that the payrates are based on the individual already having the CDL. If they are talking about training someone with no experience, Berger felt it should be a lower pay rate. Berger asked if the pay rate is provided with the job advertisement, and the FO said the pay range is. Berger advised that if a lower rate of pay were to be considered, Council would need to approve this. The FO added that the job description would also have to be approved. She suggested running the ad as is and seeing what responses were received. Berger stated that step one would be to run the ad with the CDL requirement and see what response is received. The SC said what the Chief said was great. Berger explained that if the Village uses this verbiage, it will be another week because a change of the job description would require Council's approval. Bell agreed that this made sense. Berger said that in the meantime, the committee should present and ask for Council's approval of an alternative job description without the CDL and at a lower rate so that if it is needed, the Village can advertise an alternative.

The FO clarified that the committee wanted her to run an ad this week for a full-time employee, which would mean Council would have to ratify the approval of the ad. Berger noted that another full-time employee is not in the budget, so the budget must be amended. Cavanagh asked about the status of the injured employee and was surprised to know that FMLA runs concurrent with sick leave. From personal experience, she was able to use her sick leave and then the FMLA started. She asked for an explanation. Bell said that a lot of times, the employee has to use the remaining paid time off (PTO) before using FMLA. Some places ask that the FMLA run concurrently with PTO, which is common. Cavanagh observed that the time would then run out. Bell agreed. The FO added that if the employee still had sick and vacation time on the books, it could still be taken but once this runs out, there would be no FMLA to hold the job. Berger offered that at the end of the 12 weeks, the employee should be in a position to decide whether they can continue in the job. That was the theory behind it.

Berger raised the question of the pay range for someone who needed to obtain a CDL, and wondered if it should be 20% less. Galicki asked the FO if in her research she found any municipalities that did not require CDL for the position. The FO did not ask for that data since it is typically required for the job. Berger noted that without a CDL, the person could not operate a snowplow or one of the big trucks and wondered if it was needed for the backhoe and loader. The SC said it was for vehicles over 26,100 pounds but said that in the event of ice and/or snow, they could drive the truck. Cavanagh pointed out that the Village would not want to hire anybody who is green because they would not be able to run any of the equipment. Berger asked what percentage of the job

related to the CDL. The SC said it is mainly snowplowing. Berger again asked what percentage of the job this would be. They would not want to go too low with the pay range. Cavanagh said they would not want to go under \$20. Berger thought \$20 per hour is the minimum. The SC thought it should be a dollar or two less than the starting pay. Berger explained that they would start 5% less as probationary employees. There also needs to be a pay incentive for the employee to get to the CDL. Bell stated that his only insight is that general warehouse labor is \$18 to \$21 per hour starting. Berger proposed \$22 per hour without the CDL. Once they have obtained the CDL, they get bumped to the starting level after the probationary period. \$22 per hour would be the range because the Village would not start higher if the individual did not have a CDL. He concluded that the ad would be run and retroactively approved at the April 14th Council meeting. Council would also be given an alternative job description for a probationary employee without a CDL at \$22 per hour with a requirement that they get a CDL after the six-month probationary period. Berger added that there will be a requirement that if the employee leaves before a five-year period, it is prorated.

There was discussion about whether the Village would be paying for the CDL. The SC thought the Village should pay for it and then prorate it down to keep the employee. Berger said it would be reduced by \$1,200 per year over the course of five years. The SC added that if the employee does not work out, they would have to pay it back in the five years. Galicki reiterated that this would involve chasing the money. The SC said it was a risk but said that the availability of drivers with a CDL is shrinking fast. Galicki said that if there is an arrangement to pay for the training and then the employee leaves, there would need to be an employee contract that stipulates that. Otherwise, there are no teeth in getting the individual to pay anything back. Berger said that even with a contract, it would have to go to court and the Village would incur costs. Additionally, what if the person is judgement proof and has no money. The SC thought that part of the interview process is judging the character of the candidate, but Galicki said unfortunately, in an hour interview, they are not going to figure out someone's character. Berger advised that the Village would not want a contract but remain an at will employer. Having the stipulation in the job description gives the Village something to fight about. Galicki offered that the final paycheck could be held to recoup some of the money. Berger thought this was the cost of having employees.

The FO verified that the ad will be submitted with what the Village currently has. Berger agreed and said the revised job description will be prepared for Council so that if they need to go to the next step, they can do it without having a Special Council meeting. Cavanagh asked if it would go on Indeed.com and the FO said it would along with the newspaper and NOSDA, surrounding municipalities, etc.

Regarding uniforms, the FO said that the Village's current policy does not address the matter. However the policy was adopted by Council, so she would need clarification. Bell asked the SC to explain the new uniform program. The SC said they are down to Arborwear and outfitting the guys with seven shirts and seven pants, and that is their uniform. Next year, they can get another pair or two of pants if they need them, and if not, every other year they would re-uniform. It would save the Village money instead of using Cintas. Bell noted that the policy currently states that shirts with the Village Logo are occasionally purchased for employees at the Department Head's discretion. The FO explained this was for other employees and for Service Department Employees the policy states that uniforms are supplied and should be worn unless permission is obtained by the Department Head. The FO asked if there was a dollar amount. The Police Department has a uniform allowance, and surrounding communities have a dollar amount per year. The SC stated this was for a clothing allowance, but that is not what is being discussed. Uniforms are different. Galicki advised that it is a clothing

allowance. The SC stated that clothing allowances and uniforms are very different because clothing allowances are paid to the employee for buying a jacket or new boots, for example. A uniform is what the employee wears to work every day. Right now, Cintas provides the uniform, and the Village pays for it. Instead of paying Cintas, they are going to take that money and just buy the uniforms outright. Galicki asked how this was different from the Police Department. The SC did not know how the Police Department works, and said the Village is not giving them cash. Their sizes will be taken, and they will be given their uniforms. Galicki asked what the dollar amount would be. The SC said the current quote would be about \$2,900, \$780 per man every other year. \$3,000 to \$4,000 vs. \$5,000 to \$6,000 with Cintas every year.

Berger clarified that under the new proposal, the employee is responsible for keeping the uniform clean and in good repair. The SC concurred. If they rip their pants, the Village will buy them a new pair of pants. They will have the option to launder them in the Service Department. Previously, they did not have Cintas wash their uniforms. A new policy was discussed. Berger thought it should state that uniforms will be provided as needed, with no more than \$1,000 every two years per employee. The SC did not want to be backed into a corner if the prices went up. Berger explained that policies can be amended, but he wanted to make the amount the Village expects to pay clear. The Village will decide what uniform items they get. The SC said that once Cintas signs the new agreement, they will pull back all the uniforms. Berger said that the Village will need to move forward to get the uniforms from Arborwear. Cavanagh asked if the Village logo will be on the uniforms, and the SC said that Arborwear can print the Village logo on the back of the shirt, but he is also looking at another shirt supplier for the cost for the safety yellow shirts with the logo on the back. Developing a policy was discussed and Berger confirmed that the uniform change needs to move forward.

Berger made a motion to go into Executive Session for the purposes of discussing compensation of a public employee pursuant to Section 121.22(G)(1) of the Ohio Revised Code and invite the Fiscal Officer, Mayor, Galicki, and the Chief to join, seconded by Bell. Roll call, ayes all. Motion carried.

The meeting reconvened at 5:22 p.m.

Berger made a motion to go into Executive Session for the purposes of discussing matters that are required to be kept confidential by federal or state law pursuant to Section 121.22(G)(5) of the Ohio Revised Code and invited the Fiscal Officer, Mayor and Galicki to join, seconded by Bell. Roll call, ayes all. Motion carried.

The meeting reconvened at 5:22 p.m.

Being there was no further business, Galicki made a motion to adjourn the meeting at 5:30 p.m., seconded by Bell. All in favor. Motion carried.