

ORDINANCE NO. 2020-001

**AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO
THE EMPLOYMENT AGREEMENT WITH GARY L. COPELAND**

WHEREAS, Council of the Village of Waynesville has previously authorized an employment agreement with Gary L. Copeland to serve in the positions of Village Manager and Director of Public Safety; and

WHEREAS, Council has determined that is necessary to authorize an amendment to said employment agreement in order to reflect adjusted compensation.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Waynesville, 7 members elected thereto concurring that:

Section 1. That the Mayor is hereby authorized to execute an amended employment agreement as attached hereto as Exhibit "A", incorporated herein by reference on behalf of the Village of Waynesville.

Section 2. That the purpose of said amendment is to provide Gary L. Copeland with the annual compensation of \$130,000 effective January 5, 2020. All other terms not specifically amended shall remain in full force and effect.

Section 3. That this Ordinance shall be effective from and after the earliest period allowed by law.

Adopted this 21st day of January, 2020.

Attest:

EMPLOYMENT AGREEMENT

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Introduction

This Agreement, made and entered on this _____ day of _____, 2014, by and between the Village of Waynesville, which is a municipal corporation in Warren County, Ohio (hereinafter called Employer), and Gary L. Copeland (hereinafter called Employee), an individual who has the education, training and experience in local government management, both of whom agree as follows:

Section 1: Term

This Agreement shall remain in full force and in effect from _____, 2015, unless terminated by the Employer as provided in Section 5.02 of the Charter of the Village of Waynesville, or by the Employee as provided in Section 9 of this agreement. Employee shall also be compensated for all earned vacation, holidays, and other accrued benefits to date, calculated at the rate of pay in effect upon termination, as defined in the Village's Personnel Policy. In the event the Employee is terminated because of his conviction of any illegal act involving personal gain to himself, or criminal activity (excluding traffic-related offenses), then, in that event, Employer shall have no obligation to pay the Employee any compensation for any accrued benefits.

Section 2: Duties and Authority

Employer agrees to employ Gary L. Copeland as Village Manager and Public Safety Director to perform the functions and duties specified in Sections 5, and 6.08 of the Village Charter and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

- A) Base Salary: Employer agrees to pay Employee an annual base salary of \$80,000.00, payable in installments at the same time and date as other management employees of the Employer are paid.**

- B) This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.**

- B) Consideration shall be given on an annual basis to increase compensation via merit pay increase and/or bonus based upon the results of a performance evaluation conducted by Council under the provisions of Section 10 of this Agreement.**

- D) The Employee shall receive any additional cost of living adjustment provided to other staff.**

- E) Employer agrees to provide hospitalization, surgical, comprehensive medical, dental, and vision insurance for Employee. Employee shall be responsible for paying a portion of the premiums as is required by other employees of Employer.**

Section 4: Vacation, Sick Leave, Funeral

- A) The Employee shall accrue vacation time as outlined in the Employer's Personnel Policy Manual.**
- B) The Employee shall accrue sick leave as outlined in the Employer's Personnel Policy Manual.**
- C) The Employee may be granted paid funeral leave as outlined in the Employer's Personnel Policy Manual.**

Section 5: Automobile Expenses

All mileage for Village business shall be reimbursed at the applicable rates allowed by the Internal Revenue Service for mileage deduction.

Section 6: Cell Phone Allowance & Clothing Allowance

- A) The Employer recognizes that the Employee shall have the use of his personal cellular phone for business use during working hours and to that effect is given a monthly allowance of \$50.00 towards that usage.**
- B) The Employee shall be entitled to the same clothing allowance that other uniformed officers receive for maintaining his Director of Public Safety Uniform.**
- C) These allowances are not considered part of the salary shown in Section 3 of this Agreement.**
- D) Employer may periodically request documentation of business use to determine the appropriateness of eligibility and level of allowance amount.**

Section 7: Retirement

Employee shall participate, in the manner provided by law, in the Ohio Public Employees retirement System (OPERS).

Section 8: General Business Expenses

Employer agrees to pay for the following upon approval from Council:

- A) Professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth and advancement and for the good of the Employer.**
- B) Travel, limited to destinations greater than 25 miles beyond Waynesville, Ohio, and subsequent expenses of Employee for professional and official meetings; occasions to adequately continue the professional development of Employee; and to pursue necessary official functions for Employer.**
- C) Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable Employee to become an active member in local civic clubs or organizations.**

Section 9: Resignation

In the event Employee voluntarily resigns his position with Employer, Employee shall provide a minimum of thirty (30) days' notice.

Section 10: Performance Evaluation

- A) Employer shall annually review the performance of Employee prior to his anniversary date of employment. The process at a minimum shall include the opportunity for both parties to prepare a written evaluation, meet and discuss the evaluation and present a written summary of the evaluation results. The final written evaluation shall be completed and delivered to Employee.**

- B) Annually, Council and Employee shall define such goals and performance objectives which are determined necessary for the proper operation of the Village and in attainment of Council's policy objectives and shall further establish a relative priority among those various goals and objectives. They shall generally be attainable with the time limitations specified and the annual operating and capital budgets and approved appropriations.**

Section 11: Hours of Work

It is recognized that Employee is a full-time, exempt employee, and may devote a great deal of time outside the normal office hours on business for Employer. Employee shall strive to maintain a work schedule of Monday through Friday, 8:00 A.M. through 4:30 P.M. but the job duties required for public safety may alter this schedule.

Section 12: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside opportunities provide indirect benefits to Employer and surrounding communities, Employee may elect to accept limited teaching, coaching or other business opportunities with the understanding that such arrangements shall not constitute direct interference with or conflicts of interest with the responsibilities under this Agreement. Such outside opportunities undertaken by Employee shall be disclosed to Employer.

Section 13: Residency

The Council of the Village of Waynesville has waived any residency requirement

Section 14: Notices

Notices pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A) EMPLOYER: Clerk of Council, Waynesville Government Center, 1400 Lytle Road, Waynesville, OH 45068

B) EMPLOYEE: Gary L. Copeland, 8485 Kempton Lane, Mainville, Ohio 45039

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 15: General Provisions

A) Integration: This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by the Agreement. The parties by mutual written agreement may amend any provision of the Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B) Binding Effect: This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C) Effective Date: This Agreement shall become effective _____.

D) Severability: In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expulsion of judicial modification of the invalid provision.

SIGNATURES

David Stubbs

3/16/2015

Print Name

Date

Gary L Copeland

March 16, 2015

Print Name

Date

Barbara Hernandez

March 16 2015

Print Name

Date