

ORDINANCE NO. 5-99

BY: Anne H. Porter

An Ordinance to amend Section 262.02 of the Codified ordinances with respect to any benefits, terms and conditions of employment for all elected and appointed officials and employees who are not members of any bargaining unit governed by a collective bargaining agreement effective January 1, 1999, to repeal all prior Ordinances relating to such benefits, terms and conditions, and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the Codified Ordinances are hereby amended by the addition of Section 262.02 as follows:

Section 262.02 BENEFITS AND CERTAIN TERMS AND CONDITIONS OF
EMPLOYMENT

(a) Classification of Employees. For purposes of this section, elected and appointed officials and all employees who are not members of a bargaining unit governed by a collective bargaining agreement are classified as follows:

- (1) Schedule I - Full-time salaried and hourly employees
- (2) Schedule II- Elected and appointed officials; and
- (3) Schedule III - Part-time, temporary and seasonal employees

(b) Definitions. As used in this section:

(1) "Exempt employee" means the Police Chief, Police Captain, Service Director, Assistant Service Director, Finance Director, Director of Recreation, Recreation Supervisors, Water Department Manager, Building Department Manager and any other employee who is determined by virtue of his or her duties and responsibilities to be exempt from the provisions of the Federal Fair Labor Standards Act.

(2) "Full-time employee" means a salaried or hourly employee whose regular hours of work equal or exceed the regular work hours set forth in subsection (c)(11) hereof.

(3) "Non-exempt employee" means any employee of the City who is not an exempt employee.

(4) "Part-time employee" means an employee whose regular hours of work are less than the regular work hours set forth in subsection (c)(11) hereof.

(5) "Seasonal employee" means an employee who works a certain regular season or period of the year performing work limited to that season or period of the year.

“Summer Only” maintenance employees, including student help, are not classified as seasonal employees.

(6) “Temporary employee” means an employee whose work period is for a limited period of time, as fixed by the appointing authority, and not to exceed six months.

(c) Schedule I - Full-Time Salaried and Hourly Employees

The benefits and terms and conditions of employment for Schedule I employees shall be as follows:

(1) Bereavement leave. In the event of the death of a member of an employee's immediate family as defined in subsection (c)(12) hereof, the employee shall be granted three (3) working days off as sick leave with regular pay to attend the funeral or to attend to any other necessary business. If the funeral occurs outside the State of Ohio, the employee may be granted sick leave usage for a maximum of five (5) working days if he or she actually attends the funeral. Additional days of sick leave usage or leave without pay may be approved by the Mayor on a case-by-case basis.

(2) Clothing Allowance.

A. Police Chief and Police Captain. The Police Chief and Police Captain are hereby authorized and empowered to purchase various articles of clothing to be worn as part of his or her official uniform as prescribed by the Mayor, not exceeding the sum of \$1,000 per calendar year.

B. Other Schedule I Employees. The Street Maintenance Supervisor, Grounds Maintenance Supervisors, Superintendent of Maintenance and Assistant Street Maintenance Supervisor will receive a clothing allowance of \$250 per calendar year, and all other hourly employees will receive a clothing allowance as provided in the current collective bargaining agreement between the City and such hourly employees. The yearly clothing allowance provided in this subsection is intended to be used for the purchase of boots, gloves, parkas, hats and other clothing required in connection with the employee's job and which must be provided by him or her.

C. Invoices. Payment of or reimbursement for the purchase of clothing pursuant to Subsections A and B shall be made only upon the submission of invoices for all such purchases to the City.

(3) Holidays.

A. Police Chief and Captain. Holidays for the Police Chief and Police Captain will be as follows:

New Year's Day
Martin Luther King Day

President's Day
Memorial Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday Following Thanksgiving Day
Christmas Day

Exempt employees shall not be entitled to holiday pay.

B. All Other Schedule I Employees. Holidays for all other Schedule I employees will be as follows:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

I. Unless otherwise directed by the Mayor, an employee subject to this subsection will not work on a scheduled holiday.

II. Non-exempt employees subject to this subsection who are required to work on a holiday will receive double-time for hours worked, and exempt employees shall not be entitled to overtime pay for holidays worked by them. The extra pay will be included in the regular payroll in which the holiday occurs. Any person absent the working day before or after a holiday, without approval, shall not be paid for that holiday.

(4) Injury Leave.

A. All Schedule I employees may be allowed injury leave for service-connected injuries with pay not to exceed 60 total work days (120 total work days in the case of the Police Chief and the Police Captain) in a calendar year. Said injury leave shall not be cumulative from year to year, shall be charged at the rate of one (1) hour for each work hour absent and may be extended by City Council in its discretion on such terms as it shall establish in a particular case.

B. Injury leave may be granted upon the recommendation of the department head and the approval of the Mayor only for injuries determined by a licensed physician (and/or in consultation with a City designated physician at the discretion of the Mayor)

to have so disabled the employee that he or she cannot perform the duties of his or her position. The physician shall submit a written statement to the City providing information regarding the duration of the injury or disability, the cause of such injury or disability, and the employee's ability to perform his or her assigned duties.

C. If injury leave is granted by the Mayor, a written report explaining approval of injury leave shall be filed with the Auditor. Once injury leave has been initially granted by the Mayor, extensions thereof may be granted as Council directs.

D. In the case of the Police Chief and the Police Captain, all heart and respiratory disease will be considered job-related for purposes of this section.

E. Injury leave with pay shall not be granted, when, by nature of the injury or disability, an employee is entitled to wage benefits under the Workers' Compensation laws of the State of Ohio, until, and only if, an agreement is signed by the employee and the City, whereby the employee agrees to reimburse the City for any wage or salary benefits received by him or her as a claimant from the Department of Workers' Compensation for the time period for which injury pay is awarded.

F. All injury pay compensation paid by the City shall be charged against the allowable annual injury leave up to the maximum number of hours specified in subsection (A), or extensions thereof by Council, by dividing the total injury pay (excluding any portion reimbursed by Workers' Compensation benefits) by the employee's regular hourly rate of pay. Should the employee use the maximum allowable injury leave within a calendar year, and still be unable to return to work, said employee may, with the approval of his or her department head and the Mayor, utilize any accrued sick leave to compensate for the difference between the workers' compensation benefits and his full City pay by making the same computation to determine hours utilized.

G. The provisions of this subsection dealing with injury leave are separate and distinct from the provisions relating to the accumulation and usage of sick leave in subsection (C)(12).

(5) Insurance.

The City shall contract with one or more entities authorized to do business in this state to provide the following insurance benefits to all Schedule I employees:

A. Life. A policy of group life insurance in the amount of \$40,000 per employee shall be fixed by this Ordinance covering all employees at no cost to the employee; and

B. Health. A contract or contracts providing group health, hospital, surgical major medical, dental and vision insurance with such benefits as shall be fixed annually by contract covering all employees. For 1999, the City shall contract with the Central Ohio Health Care Consortium for the Consortium's Basic Health Plan offering the same benefits as

those offered in 1998. For 1999, the employee's co-payment share of the premium cost of the Basic Health Plan shall be \$_____ for single coverage and \$_____ for family coverage. The City shall also offer employees optional coverage under the Consortium's Preferred Health Plan ("PPO") which provides modified benefits (excluding dental and vision), which PPO benefits have been presented to and approved by this Council. For 1999, the employee's co-payment share of the premium cost of the PPO shall be \$_____ for single coverage and \$_____ for family coverage. Any co-payment shall be paid by each covered employee by automatic payroll deduction.

(6) Jury Duty. The City shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicator body. All compensation for such duty must be reimbursed to the City unless such duty is performed totally outside of normal working hours. It is not proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce court proceedings, custody, appearing as directed with juveniles, etc. These absences would be a personal day, leave without pay or vacation time at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

(7) Longevity Pay.

A. Each Schedule I employee shall be entitled to longevity pay effective on his or her anniversary date, which is the date he or she started working for the City. Such longevity pay shall be paid annually and will be included in the next regular pay following his or her anniversary date and shall be based upon years of continuous employment as follows:

Beginning 5th year	\$400
Beginning 10th year	\$550
Beginning 15th year	\$700
Beginning 20th year	\$850

B. Upon retirement, either voluntarily or by disability, or upon death, longevity pay shall be prorated from the employee's most recent anniversary date to the date on which the separation occurs. In the event of an employee's death, the payment shall be made to the employee's spouse or secondarily to his or her estate.

(8) Military Leave.

A. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in military service in field training or active duties for periods not to exceed a total of 31 calendar days in one calendar year.

B. Employees are required to submit to the City an order or statement from the appropriate military commander as evidence of such duty. There is not a requirement

that the service be in one continuous period of time. Employees who are members of those components listed in paragraph (a) above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the governor to assist civil authorities. Such emergency leave will be without pay if it exceeds authorized military leave for the calendar year (31 days). The leave will cover the official period of the emergency.

(9) Overtime.

A. Exempt Employees. Exempt employees shall not be entitled to receive additional compensation for hours worked in excess of the regular work period set forth in subsection (C)(11) hereof.

B. Non-exempt Employees. Non-exempt employees who work in excess of 40 hours per regular work period as set forth in subsection (C)(11) hereof shall be compensated at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate of pay. The Superintendent of Maintenance, the Service Superintendent, the Grounds Maintenance Supervisor, Assistant Service Superintendent and all hourly employees, when called into work for emergency reasons, will be paid time and one-half for a minimum of two (2) hours regardless of the hours actually worked. No employee shall be paid for overtime work which has not been authorized by his or her supervisor. For purposes of calculating overtime, hours worked shall include any approved leave, including holidays, vacation, personal days, and injury, military and sick leave.

1. Court Pay. Non-exempt employees will be paid in the case of Bexley Mayor's Court appearances in his or her official capacity as a witness for, or otherwise on behalf of, the City, a minimum of two (2) hours overtime, and in the case of all appearances before other courts, a minimum of three (3) hours overtime will be paid provided that such appearances in his or her official capacity as witness for, or otherwise on behalf of, the City occur during the employee's off-duty hours.

2. Training. For non-exempt employees who work overtime resulting from attendance at a regularly scheduled training or education school, class or clinic, overtime will be calculated at one and one-half (1 1/2) times the number of hours actually worked in training.

(10) Personal Days. Each Schedule I employee shall be entitled to three (3) personal days, except the Police Chief and Police Captain who will receive five (5) personal days, to be taken during the calendar year at the discretion of the employee and upon approval by the department head, or, in the case of a department head, the Mayor. During an employee's first calendar year, personal days shall be accrued based on the number of months of continuous service with the City as follows: one (1) personal day after one (1) month's service; one (1) personal day after six (6) month's service; one (1) personal day after eight (8) month's service. Thereafter, personal days for an employee shall accrue as of January 1, of each year. Personal days are non-cumulative and are not considered sick days or holidays, and therefore, are not subject to the employee receiving pay in lieu of the days off.

(11) Regular Work Period and Hours of Work. The regular work period for salaried employees shall consist of five (5) consecutive workdays and two (2) consecutive days off provided that the Director of Recreation may, with approval of the Mayor, establish a different schedule for workdays, work hours and days off for Recreation Supervisors and Recreation Activities Leaders. The regular hours of work for salaried employees shall be eight (8) hours per day, except that the regular workday for office personnel shall be seven and one-half (7 1/2) hours. The regular work period for hourly employees shall be from 12:01 a.m. Thursday to 12:00 midnight Wednesday and shall include five (5) workdays and two (2) consecutive days off. The regular hours of work for hourly employees shall be eight (8) hours per day. The Mayor may, when he determines such change to be necessary, amend the regular work period and work hours for any employee.

(12) Sick Leave.

A. Sick Leave Accrual. For each completed eighty (80) hours in active pay status, (including; but not limited to, vacation, sick and personal leave), an employee shall earn 4.616 hours of sick leave. The amount of sick leave time which may be accrued is 1,920 hours. All hours of sick leave accrued in excess of 1,920 hours shall annually be converted into a cash payment on the basis of one hour of pay for each hour of unused sick leave which shall be made to an employee as soon as practicable after the close of each calendar year. Sick leave shall accrue and be recorded at the employee's base rate of pay in effect during the pay period when the sick leave is earned. Each time an employee is approved to use or convert sick leave, the sick leave available which accrued at the lowest base rate of pay shall be credited first.

B. Use of Sick Leave. An employee may request sick leave for the following reasons:

1. Illness or injury of the employee or a member of his or her immediate family.
2. Exposure of the employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
3. Death of a member of an employee's immediate family.
4. Necessary medical, dental or optical examinations or treatment of the employee or a member of his or her immediate family.
5. Pregnancy, childbirth and/or related medical conditions of an employee or a member of his or her immediate family.

For purposes of this subsection, the "immediate family" is defined as only: mother, father, brother, sister, child, current spouse, current stepchildren, grandparent, grandchild, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-

law, current daughter-in-law, current son-in-law, legal guardian other person who stands in the place of a parent, or for whom the employee stands in loco parentis.

C. Sick Leave Approval. An employee requesting sick leave shall inform the Radio Dispatcher on duty of the fact and reason for such request at least one (1) hour (two (2) hours in the case of the Police Sergeants) prior to his or her scheduled starting time. Failure to do so may result in denial of sick leave for the period of absence unless the employee provides to the department head a written explanation for noncompliance which the department head reasonably determines to be acceptable. The employee may be required to submit to a medical examination if the City suspects sick leave abuse.

The City may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician or practitioner may be required to justify the use of sick leave. Falsification of illness information given verbally, by written, signed statement, by a physician's or practitioner's certificate or by any other means shall be grounds for disciplinary action including dismissal.

D. Termination of Service. When a full-time employee terminates service, he or she also will receive one hour (1) of pay for each eight (8) hours of unused sick leave to his or her credit for total unused sick leave up to and including 320 hours and one (1) hour of pay for each four (4) hours of unused sick leave in excess of 320 hours up to and including 1,920 hours. The payment shall be calculated in accordance with subsection (a) and shall constitute payment in full of all sick leave credit accrued but unused by the employee. No payment will be made to any employee, for any unused sick leave, unless it is in excess of 232 hours. When termination of service results from the death of the employee, all unused sick leave to his or her credit shall be paid at the rate set forth above, in a lump sum to his or her surviving spouse, or, if there is no spouse, to his or her estate. If the Police Chief or the Police Captain is killed in the line of duty, all unused sick leave to his or her credit shall be paid on the basis of one (1) hour of pay for each hour of unused sick leave at the rate in effect at the time of his or her death in a lump sum to his or her surviving spouse or, if there is no spouse, to his or her estate.

(13) Tuition Reimbursement Program.

A. Participation. All employees are eligible to participate in a tuition reimbursement program. Participation shall be voluntary and available only for job related, self development courses taken during non-working hours. All course work must be taken in accordance with a planned program approved in advance by the employee's department head.

B. Reimbursement. For approved courses, an employee shall be reimbursed one hundred percent (100%) of the tuition expense and expenses incurred for required textbooks, to a maximum of two thousand five hundred dollars (\$2,500) during each calendar year, provided that the employee satisfactorily completes the approved course by attaining a grade C or better, or an equivalent. No reimbursement is available for any other expense related to course attendance. Reimbursements shall be made to an employee upon submission of official transcripts, tuition statements and receipts for textbooks.

C. Tuition Reimbursement Repayment. If an employee, within two (2) years of receipt of tuition reimbursement, leaves City employment for any reason other than to commence regular or disability retirement, the employee shall repay the City any and all tuition reimbursement received during the two (2) year period prior to leaving City employment.

(14) Vacations.

A. Grant.

1. Police Chief and Police Captain. Vacation with pay will be granted to the Police Chief and the Police Captain on the anniversary date of hire based upon years of continuous employment with the City, unless otherwise provided by City Ordinance or law, as follows:

End of year 1 through 3rd year	10 workdays
Beginning of year 4 through 7th year	12 workdays
Beginning of year 8 through 11th year	16 workdays
Beginning of year 12 through 14th year	17 workdays
Beginning of year 15 through 17th year	21 workdays
Beginning of year 18 through 21st year.....	22 workdays
Beginning of year 22 through termination.....	26 workdays

2. All other Schedule I Employees. Vacation with pay will be granted to all other Schedule I employees on the anniversary date of hire based upon years of continuous employment with the City, unless otherwise provided by City Ordinance or law, as follows:

End of year 1 through 3rd year	10 workdays
Beginning of year 4 through 7th year	12 workdays
Beginning of year 8 through 11th year	16 workdays
Beginning of year 12 through 14th year	17 workdays
Beginning of year 15 through 17th year	21 workdays
Beginning of year 18 through 21st year.....	22 workdays
Beginning of year 22 through termination.....	26 workdays

B. Accrual and Carry Over. Subject to the approval of the department head or, in the case of a department head, the Mayor or Auditor, as appropriate, accrued vacation may be scheduled to be taken in two (2) hour increments by Schedule I employees. Each employee shall be required to schedule a full vacation during every anniversary year. It shall be the City's general policy that every employee shall use his or her vacation by the employee's anniversary date of each calendar year, and no payment shall be made in lieu of unused vacation. Payment for accrued vacation in lieu of use of vacation will only be authorized in unusual circumstances. Vacation leave may accrue to an employee in an amount equal to the accrual of one (1) year's vacation at an employee's current accrual rate. If an employee, with the approval of his or her department head, or in the case of a department head, the Mayor or Auditor as

appropriate, is not able to use his or her vacation prior to his or her next anniversary date, the hours unused will automatically be converted into paid compensation at the rate of pay in effect in the pay period immediately preceding the anniversary date, and will be included in the first paycheck immediately following the employee's anniversary date. Notwithstanding the foregoing, a maximum of five (5) days of vacation time may be carried over from year to year upon the written request of an employee to his or her department head, or in the case of a department head, the Mayor or Auditor as appropriate.

C. Termination of Employment. An employee who is separated from City service through removal, resignation, retirement or a layoff and who has unused vacation leave to his or her credit shall be paid in a lump sum for such unused vacation leave to his or her credit at the time of separation. When an employee dies, any unused vacation leave to his or her credit shall be paid in a lump sum to the surviving spouse or, if there is no spouse, to the estate of the deceased employee.

D. Credit for Prior Service. Upon the approval of the Mayor, an employee may receive credit in calculating the number of days of vacation for prior service with another municipality within the State of Ohio.

(15) Compensation. Employees will be paid the salary, wages or other compensation provided for in the annual pay ordinance enacted by Council. All salaried employees will be paid bi-weekly as provided in the annual pay ordinance. All hourly personnel will be paid weekly.

(16) Wellness Payment.

A. Police Chief and Police Captain. If the Police Chief and the Police Captain do not request and are not granted sick leave, except bereavement leave pursuant to subsection (C)(1), during each three (3) calendar months of continuous service, he or she shall, in addition to the accumulation of the sick leave, be paid a bonus equivalent to one (1) day's pay, based upon the average daily pay for the Police Chief or the Police Captain as of the last day of each three (3) month period. Said bonus shall be paid as soon as practicable after it is earned and shall be in addition to all other pay and allowances. Effective January 1, 1992, vacation, personal days or injury leave may not be used in lieu of sick leave to qualify for the wellness payment.

B. All other Schedule I Employees. All other Schedule I employees who do not request and are not granted sick leave, except bereavement leave pursuant to subsection (C)(1), during each three (3) calendar months of continuous service shall, in addition to the accumulation of the sick leave, be paid a bonus equivalent to one (1) day's pay, based upon the average daily pay for the employee as of the last day of each three (3) month period. Said bonus shall be paid as soon as practicable after it is earned and shall be in addition to all other pay and allowances. Effective January 1, 1992, vacation, personal days or injury leave may not be used in lieu of sick leave to qualify for the wellness payment.

(d) Schedule II - Elected and Appointed Officials.

The benefits and terms and conditions of employment for Schedule II employees shall be as follows:

(1) Elected Officials. All elected officials shall be furnished health care insurance, dental care insurance, life insurance, and vision care insurance at the same benefit levels and coverage that it is provided to Schedule I employees and such other insurance benefits, if any, as shall be mandated by state law; provided, however, that the co-payment of the premium cost of the Auditor and members of Council shall be \$_____ for single coverage and \$_____ for family coverage under the Basic Health Plan and \$_____ for single coverage and \$_____ for family coverage under the PPO. Compensation of Council members shall be as provided by the Charter, and compensation of the Mayor and Auditor shall be as provided by a separate Ordinance. Any co-payment shall be invoiced and paid quarterly.

(2) City Attorney. The City Attorney shall be furnished health care insurance, dental insurance, life insurance, and vision care insurance at the same benefit levels and coverage that is provided to Schedule I employees; provided, however, that the City Attorney shall pay, on the same terms, the amount for coverage specified in subdivision (1) above. Compensation of the City Attorney shall be as provided by a separate ordinance or the annual appropriation ordinance.

(3) Health Commissioner. The Health Commissioner shall be deemed a City employee but shall only be furnished dental care insurance, life insurance and workers' compensation benefits at the same levels that is provided to Schedule I employees. Compensation of the Health Commissioner shall be as provided by the annual Pay Ordinance.

(4) Sanitarian. The Sanitarian shall be deemed a City employee but shall not be entitled to insurance benefits except workers' compensation benefits at the same level that is provided to Schedule I employees. Compensation of the Sanitarian shall be as provided by the annual Pay Ordinance.

(e) Schedule III - Part-Time, Temporary and Seasonal Employees.

The benefits and terms and conditions of employment for Schedule III employees shall be as follows:

(1) Holiday Pay. Schedule III employees who work the last working day before and the first working day after a sanctioned holiday, listed under subsection (C)(3), shall be paid for the holiday.

(2) Insurance. Schedule III employees shall be entitled only to those insurance benefits mandated by state law, including, without limitation, workers' compensation benefits.

(3) Overtime. Schedule III employees who work in excess of forty (40) hours per regular work period as set forth for hourly employees in subsection (C)(11) shall be

compensated at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate of pay.

(4) Pay Schedule. Schedule III employees will be paid on a weekly basis.

(5) Wages. Wages shall be as provided by the annual Pay Ordinance.

(f) Uniform Personnel Reporting and Recordkeeping System. The Auditor shall establish a uniform reporting and recordkeeping system for all City employees, including, without limitation, procedures and forms for recording hours worked and for requesting and approving pay for overtime, vacations, holidays, sick leave, injury leave and personal days.

Section 2. That Ordinance No. 25-98 and all other Ordinances or parts thereof which are inconsistent herewith are hereby repealed.

Section 3. That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health and safety, said emergency being the need to provide uninterrupted benefits for employees of the City, and shall be in force immediately upon its passage and approval by the Mayor, to be effective as of January 1, 1999.

Passed: _____, 1999

President of Council

Attest: _____
Clerk of Council

Approved: _____, 1999

David H. Madison, Mayor

January 26, 1999 - first reading
Feb. 9, 1999 - second reading