

AMENDED ORDINANCE NO. 53 - 11

By: Ben Kessler

An Ordinance To Amend Chapter 262 (Employees Generally) Sections 262.01 and 262.02 of the Codified Ordinances of the City of Bexley

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

Section 1. That Sections 262.01 and 262.02 of the Codified Ordinances of the City of Bexley are amended to read as follows:

262.01

[item deleted]

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: (Ord. 25-98. Passed 3-16-98.)

- 1) "Exempt employee" means the Police Chief, Police Captain, Service Director, Finance Director, Director of Recreation, Recreation Supervisors, Director of Development, Director of Technology, Director of Building Services 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. (Ord. 21-02. Passed 3-26-02.)
- 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. (Ord. 25-98. Passed 3-16-98.)
- 5) "Seasonal employee" means an employee who works a certain regular season or period of the year performing some work limited to that season or period of the year. Seasonal appointments will be made for a period not to exceed seven (7) months in the Recreation and Parks Department and nine (9) months in the Service Department. Seasonal employees will be given beginning and ending

employment dates at the time of hire. Seasonal employees cannot be hired into other positions within the City unless they resign their seasonal appointment. "Summer only" maintenance employees including student help are not classified as seasonal employees. (Ord. 82-02. Passed 10-8-02.)

- 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. A temporary employee may not be rehired in a temporary or seasonal capacity following the end of the term of temporary employment.
- 7) "Casual employee" means an employee who works an irregular schedule of hours, on an as needed basis, not to exceed 500 hours in a calendar year.
- 8) "Unskilled labor position" means a position of employment designated as an unskilled labor position by ordinance of the City Council of Bexley, for which there are minimal or no experience or educational requirements, or which primarily involve responsibilities for leading or supervising City-sponsored recreational or educational activities. (Ord. 49-02. Passed 7-9-02.)
- 9) "Service Department Supervisors" means any employee who has been promoted to a supervisory position within the City and who was previously a member of the AFSCME union.

(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: (Ord. 25-98. Passed 3-16-98.)

- 1) Bereavement leave. In the event of the death of an employee's mother, father, sister, brother, current spouse, child, current domestic partner, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, current step child, current daughter-in-law, current son-in-law, current stepmother, current stepfather, grandmother, grandfather, current grandmother-in-law, current grandfather-in-law, legal guardian or other person who stands in the place of a parent or for whom the employee stands in loco parentis, the employee shall be granted three 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 of the State of Ohio, the employee may be granted sick leave usage for a maximum of five working days if he or she actually attends the funeral. Additional days of sick leave or leave without pay may be approved by the Mayor on a case-by-case basis. (Ord. 12-03. Passed 3-11-03.)
- 2) Clothing allowance.
  - A. Police Captain. The Police Captain is entitled to the clothing allowance provided in the collective bargaining agreement governing uniformed members of the Bexley Police Department. (Ord. 25-98. Passed 3-16-98.)
  - B. Other Schedule I Employees. The Service Department Supervisors will receive a clothing allowance equal to that which Service Department employees are 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/her. (Ord. 18-10. Passed 5-11-10.)

- C. Police Executive Assistant. The Police Executive Assistant will receive equivalent an annual clothing allowance of \$250. (Ord. 09-10. Passed 3-9-10.)
- D. 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
  - Veterans Day
  - Thanksgiving Day
  - Friday following Thanksgiving Day
  - Christmas Day

Exempt employees shall not be entitled to holiday pay above and beyond normal salary.

- 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
  - Presidents Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Columbus Day
  - Thanksgiving Day
  - Friday following Thanksgiving Day
  - Christmas Day
- C. Unless otherwise directed by the Mayor, an employee subject to this subsection will not work on a scheduled holiday.
- D. 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 prior 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 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 diseases 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, 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 such unreimbursed-reimbursed injury pay compensation 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 unreimbursed injury pay 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, such 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 1 employees. (Ord. 25-98. Passed 3-16-98.)

- A. Life. A policy of group life insurance in the amount of \$50,000 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. The City shall offer employees group health insurance coverage, with the City paying ninety-two percent (80%) and each covered employee paying eight percent (20%) of the premium cost of the plan. Any co-payment shall be paid by each covered employee by automatic payroll deduction. (Ord. 108-00. Passed 1-23-01.)
- C. Dental & Vision. The City shall offer employees dental and vision insurance coverage, with the City paying fifty percent (50%) of the premium cost of the dental and/or vision insurance plan.
- D. Police Captain. Life, Health, and Dental & Vision insurance shall be provided to the Police Captain under the same terms and conditions as provided in the collective bargaining agreement governing the uniformed members of the Bexley Police Department.
- E. Service Department Supervisors. Life, Health, and Dental & Vision insurance shall be provided to Service Department Supervisors under the same terms and conditions as provided, from time to time, in the collective bargaining agreement governing Service Department employees.

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 adjudicatory 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 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. (Ord. 25-98. Passed 3-16-98.)

7) Longevity pay.

- A. The Police Captain shall be entitled to any longevity pay provisions that may be provided, from time to time, in the collective bargaining agreement governing uniformed members of the Bexley Police Department.
- B. The Service Department Supervisors shall be entitled to any longevity pay provisions that may be provided, from time to time, in the collective bargaining agreement governing Service Department employees.

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 the military service on field training or active duties for periods not to exceed a total of thirty-one 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. The maximum number of hours for which payment will be made in any one calendar year under this provision is 176 hours. 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 year (thirty-one 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 forty hours per regular work period as set forth in subsection (c)(11) hereof shall be compensated at the rate of one and one-half times the employee's straight time hourly rate of pay. The Superintendent of Maintenance, the Service Superintendent, the Grounds Maintenance Supervisor, Assistant Service Supervisor and all hourly employees, when called into work for emergency reasons, will be paid time and one-half for a minimum of two 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 hours overtime, and in the case of all appearances before other courts a minimum of three hours overtime will be paid provided that such appearances in his or her official capacity as a witness for, or otherwise on behalf of, the City occur during an employee's off duty hours.
  2. Training. Non-exempt employees who work overtime resulting from attendance at a regularly scheduled training or educational school, class or clinic, overtime will be calculated at one and one-half times the number of hours actually worked in training. (Ord. 25-98. Passed 3-16-98.)
  3. Compensatory time. An employee may accumulate and maintain up to twenty-four (24) hours of compensatory time. The employee must notify the City each pay period to indicate that they want this earned overtime to be accumulated as compensatory time. Compensatory time off requests must be made in advance and are subject to supervisory approval. Compensatory time may be carried over up until January 31st of the succeeding year adjusted to the rate of pay in effect in the preceding year. (Ord. 40-04. Passed 6-22-04.)
- 10) Personal days. Each Schedule I employee shall be entitled to three personal days, except the Police Chief and Police Captain who will receive five 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 personal day after one month's service; one personal day after six months service; one personal day after eight months 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 consecutive workdays and two consecutive days off; provided that the Director of Recreation may, with the approval of the Mayor, establish a different schedule of workdays, work hours and days off for Recreation Supervisors and Recreation Activities Leaders. The regular hours of work for salaried employees shall be eight hours per day, except that the regular

workday for office personnel shall be seven and one-half 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 workdays and two consecutive days off. The regular hours of work for hourly employees shall be eight 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. Police Captain. The Police Captain is entitled to sick leave accrual and use under the terms provided in the collective bargaining agreement governing uniformed members of the Bexley Police Department.
- B. Sick leave accrual. For each completed calendar month in active pay status (including, but not limited to, vacation, sick and personal leave), an employee shall earn 8 hours of sick leave. The amount of sick leave time which may be accrued is 1,920 hours. 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. Only full-time employees of the City shall be eligible for sick time. (Ord. 16-08. Passed 3-11-08; Ord. 43-10. Passed 12-7-10.)
- C. 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 his or her immediate family.
  - 5. Pregnancy, childbirth and/or related medical conditions of 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, 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 or other person who stands in the place of a parent, or for whom the employee stands in loco parentis.
- D. 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 hour (two 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.

- E. Termination of service. When a full-time employee terminates service, he or she also will receive one hour of pay for each eight hours of unused sick leave to his or her credit for total unused sick leave up to and including 320 hours and one hour of pay for each four 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 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. Employees hired prior to January 1, 2012 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. (Ord. 25-98. Passed 3-16-98.)
- 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 four thousand dollars (\$4,000) 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. (Ord. 108-00. Passed 1-23-01; Ord. 43-10. Passed 12-7-10.)

- C. Tuition Reimbursement Repayment. If an employee, within two 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-year period prior to leaving City employment.
- D. Annual Tuition Reimbursement Cap. The city shall cap tuition reimbursements to a total of \$10,000 per year, with reimbursements provided on a "first come, first served" basis.

14) Vacations.

- A. Grant.
  - 1. Police Captain. The Police Police Captain is entitled to any vacation with pay provisions as provided, from time to time, in the collective bargaining agreement governing uniformed members of the Bexley Police Department.
  - 2. Service Department Supervisors. The Service Department Supervisors shall be entitled to any vacation with pay provisions that may be provided, from time to time, in the collective bargaining agreement governing Service Department employees.
  - 3. 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 required by City ordinance or law, as follows:
    - End of years 1 through 3rd year = 10 workdays
    - Beginning of year 4 through 7th year = 12 workdays
    - Beginning of year 8 through 15th year = 15 workdays
    - Beginning of year 16 through termination = 20 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-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 year's vacation at an employee's current accrual rate. Notwithstanding the foregoing, a maximum of five 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, the estate of the deceased employee. (Ord. 25-98. Passed 3-16-98.)
- D. Credit for prior service. Newly hired employees will be granted service credit for vacation accrual pursuant to their prior public employment with another municipality within the State of Ohio. Newly hired employees are not eligible for vacation during their first year of City employment, provided that the Mayor may grant vacation during the first year of City employment for management positions on a case-by-case basis. (Ord. 21-02. Passed 3-26-02.)

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 twenty-six times per year, beginning January 1 of each year. All hourly personnel will be paid fifty-two times per year beginning January 1 of each year. (Ord. 25-98. Passed 3-16-98.)

16) Wellness payment.

- A. Police Captain. If the Police Captain does not request and is not granted sick leave, except bereavement leave pursuant to subsection (c)(1) hereof, during each three calendar months of continuous service, he or she shall, in addition to the accumulation of the sick leave, have the option of receiving one (1) day's pay or one (1) day off with pay, up to a maximum of two (2) days per calendar year. If the bonus option is elected, the bonus shall be paid as soon as practicable after it is earned and shall be in addition to all other pay and allowances. Vacation, personal days or injury leave may not be used in lieu of sick leave to qualify for the wellness payment.
- B. Service Department Supervisors. The Service Department Supervisors shall be entitled to any wellness pay provisions that may be provided, from time to time, in the collective bargaining agreement governing Service Department employees.

17) Fitness Incentive for Police Captain. The Police Captain is entitled to the fitness incentives provided in the collective bargaining agreement governing uniformed members of the Bexley Police Department. (Ord. 32-09. Passed 6-9-09.)

18) Assistant Service Superintendent. When the Assistant Service Superintendent is required to accept responsibilities and carry out the duties of the Service Superintendent for a period of eight (8) consecutive work hours or more, he or she shall be paid at the rate of that position or classification while doing so. (Ord. 21-02. Passed 3-26-02.)

19) Option to decline group health insurance coverage.

- A. On the effective date of this subdivision, employees who are able to obtain health insurance coverage through a spouse or other source may choose to decline or reduce coverage under the City's group health insurance plan. An eligible employee who declines coverage in its entirety shall be entitled to receive an annual payment from the City as follows: family coverage - \$2,500.00, employee/spouse coverage - \$2,000.00, employee/children coverage \$2,000.00, and employee only coverage - \$1,500.00. An eligible employee who elects to reduce coverage shall be entitled to receive an annual payment as follows: family coverage reduced to employee coverage only - \$2,000.00, employee/spouse coverage reduced to employee only - \$1,400.00, and employee/children coverage reduced to employee only coverage - \$1,400.00. Payments under this subdivision will be made in two installments. The first installment equal to 50% of the annual payment will be paid:
1. Within 60 calendar days of receipt of a completed cash incentive alternative form for such year or
  2. As to an employee who elected to decline or reduce coverage for the year 2005 prior to the effective date hereof, within 60 calendar days of the effective date, and the second installment for the remaining 50% will be paid by December of such year. The cash incentive payment shall be prorated based on the number of months as to which the employee has declined or reduced coverage from and after January 1, 2005. (Ord. 23-05. Passed 5-10-05.)
- B. In order to be eligible to exercise this option, an employee must provide the City with a completed, signed waiver-form indicating that the employee has voluntarily chosen to decline the City supplied group health insurance (single and family coverage) and that the employee has an alternative source of health insurance coverage. The City will provide employees with a form for this purpose. An eligible employee wishing to exercise the option to receive cash in-lieu-of group health insurance coverage must submit a request to do so, together with the completed waiver form during the annual enrollment period. Employees who fail to meet these requirements

must wait until the next enrollment period to exercise the cash in-lieu-of group health insurance coverage option.

- C. Employees who have opted out of the City-supplied group health insurance coverage under this provision may later decide to obtain coverage under the City's group health insurance plan by submitting a completed, signed form to the City during the next annual enrollment period. The City will provide employees with an application form for this purpose. Employees who apply for City-supplied group health insurance coverage during the annual open enrollment period are not subject to pre-existing condition limitations.
- D. Employees who have opted out of City-supplied group health insurance coverage and who lose their alternative source of group health insurance coverage may apply to the City to join or rejoin the City-supplied group health insurance plan at times other than the annual enrollment period. In such instances, the City reserves the right to require the employee to provide proof of the loss of alternative insurance coverage and to repay, on a pro rata basis, any cash the City previously paid to the employee for periods in which the employee will participate in the City-provided coverage. An eligible employee who joins or rejoins the City-supplied group health insurance plan under this subsection D. will receive insurance coverage (subject to all limitations and conditions that apply to such coverage) under the plan commencing at the beginning of the month following:
  - 1. Loss of coverage, or
  - 2. The date of the application for coverage under the City supplied group health insurance coverage due to loss of coverage; whichever occurs later.Employees who obtain City-supplied group health insurance coverage after the loss of an alternative source of coverage are not subject to pre-existing condition limitations.
- E. An employee who separates from City employment, voluntarily or involuntarily, must repay to the City on a pro-rata basis cash received in lieu of insurance coverage corresponding to the period of time following the employee's separation date. The City will automatically withhold this sum from the employee's final paycheck. An employee's obligation to repay this sum is not extinguished in the event that his or her final paycheck is not large enough to completely repay the amount owed to the City.
- F. This section involves group health insurance coverage only and in no way affects employees' eligibility for City-supplied vision, dental or life insurance coverage, if any. (Ord. 79-02. Passed 10-22-02.)

20) Purchase of Service Handgun by Retiring Police Chief or Police Captain. A Police Chief or Police Captain who honorably retires from active duty may purchase

his/her service handgun from the City and shall be entitled to receive a badge signifying the member's retired status. The cost of the service handgun shall be one dollar (\$1.00).

- A. If the Police Chief or Police Captain is marked-off for a stress related or psychological condition at the time of his/her retirement, he/she will not receive his/her service handgun and/or badge, unless he/she provides the Mayor with a statement within ninety (90) days of retirement from a psychiatrist or licensed psychologist that the Police Chief or Police Captain is competent to receive his/her service handgun and/or badge. If such a statement is provided to the Mayor within ninety (90) days of retirement, the member shall be given the opportunity to purchase his/her service handgun and/or shall receive his/her badge.
- B. In the event that a Police Chief or Police Captain retires in a dishonorable status due to a pending administrative or criminal investigation, the member's badge and gun will not be released. However, at the conclusion of said investigation, the Mayor will make a final determination as to whether the badge and gun will be permanently withheld. (Ord. 35-07. Passed 5-8-07.)

21) Authority of Collective Bargaining Agreement. The City may, from time to time, enter into a Collective Bargaining Agreement with city employees. In such instances where the provisions of an active Collective Bargaining Agreement conflict with the provisions of Chapter 262.02 of the City of Bexley Ordinance, the Collective Bargaining Agreement shall be the authoritative and overriding agreement with respect to benefits and the terms and conditions of employment.

22) Authority of Police Chief Contract. The City may, from time to time, enter into an Employment Contract with the Chief of Police. In such instances where the provisions of an active Employment Contract conflict with the provisions of Chapter 262.02 of the City of Bexley Ordinance, the Employment Contract shall be the authoritative and overriding agreement with respect to benefits and the terms and conditions of employment for the Chief of Police.

(d) Elected and appointed officials. The benefits and terms and conditions of employment for Schedule II employees shall be as follows: (Ord. 25-98. Passed 3-16-98.)

1) Elected officials. All elected officials shall be eligible to participate in the City's group life, health, dental and vision insurance programs at the same benefit levels and coverage and on the same terms that such coverages are provided to Schedule I employees and such other insurance benefits, if any, as shall be mandated by state law; provided, however, that:

- A. The co-payment of any member of Council who elects to receive all or a portion of his or her compensation in the form of insurance benefits

shall be determined in accordance with Section 32, as amended, of the City Charter or any ordinance fixing the compensation of members of Council elected to terms beginning on or after January 1, 2004, adopted pursuant to Section 32, and

B. The City shall pay eighty percent (80%) and the Auditor shall pay twenty percent (20%) of the premium cost of the PPO, if the Auditor elects to participate in the City's group health insurance program. Any co-payment shall be invoiced and paid quarterly.

2) City Attorney. The City Attorney shall be eligible to participate in the City's group insurance programs at the same benefit levels and coverage and on the same terms as the Auditor under subsection (d)(1) hereof. Compensation of the City Attorney shall be provided by a separate ordinance. (Ord. 79-02. Passed 10-22-02.)

(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. (EDITOR'S NOTE: Former subsection (e)(1) hereof was repealed by Ordinance 43-10, passed December 7, 2010.)

2) Insurance. Schedule III employees shall by default be entitled only to those insurance benefits mandated by State law, including, without limitation, Workers' Compensation benefits. The Mayor may, at the Mayor's discretion, provide health insurance benefits to part-time employees in certain situations, provided that notice be given to council of the additional benefits being provided and the reasoning behind the exception.

3) Overtime. Schedule III employees who work in excess of 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 times the employee's straight time hourly rate of pay.

4) Pay schedule. Schedule III employees will be paid on a weekly or bi-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. (Ord. 25-98. Passed 3-16-98.)

## 262.03 OHIO EMPLOYEES DEFERRED COMPENSATION PROGRAM.

(a) Council hereby adopts the Ohio Public Employees Deferred Compensation Program and extends to all eligible employees the opportunity to join the Program.

(b) The Mayor is hereby authorized to execute, with the concurrence of Council, an agreement with the Ohio Public Employees Deferred Compensation Board on terms and conditions which the Mayor determines are in the best interest of the City, which agreement shall authorize the Board to offer the Program to all eligible employees of

the City and thereafter to administer the Program on behalf of such employees. (Res. 6-76. Passed 7-27-76.)

#### 262.04 RIGHT OF ENTRY; HOLD HARMLESS AGREEMENTS.

- (a) The administrative officers of the City are hereby authorized to direct employees, servants, agents and independent contractors of the City to enter upon the premises of private property owners to perform services and duties to protect the health, safety and welfare of the residents of the City in accordance with the laws of the City and the State.
- (b) When necessary, desirable or appropriate to facilitate the performance of the services and duties specified in subsection (a) hereof, the Mayor and Auditor are hereby authorized and directed to execute hold harmless agreements, in form and substance approved by the City Solicitor, with property owners. (Ord. 30-85. Passed 6-11-85.)

#### 262.05 FLEXIBLE SPENDING ACCOUNT BENEFITS.

The Codified Ordinances are hereby amended by the addition of certain option under a City sponsored flexible spending account plan ("flex 125 plan") as follows:

- (a) Existing Benefit. Employee health insurance contributions are tax sheltered via the flex 125 plan.
- (b) Newly Available Options.
  - 1) Medical Savings Account. This section will permit employees to pay for medical expenses not covered by their insurance coverages with "before tax" dollars (i.e. co-pays, orthodontia expenses, pharmaceutical and chiropractic costs, etc.).
  - 2) Dependent Children. This section will permit employees to pay for dependent childcare with "before tax" dollars. The only requirement is that the provider be a registered provider and deduct taxes from their employees or pay taxes as a sole provider.
- (c) Cost of Additional Flex 125 Plan Benefits. The cost for these additional options is estimated at \$7.75 per month for each participating employee. Participation is voluntary and the City need only pay the monthly fee for any employee who elects to participate. (Ord. 30-01. Passed 5-22-01.)

#### 262.06 UNSKILLED LABOR POSITIONS.

The unskilled labor employee positions of the City in the unclassified civil service shall be as follows:

- Camp Director
- Camp Counselor
- Camp Supervisor
- Playground Leader
- Playground Supervisor
- Sports Instructor
- Sports Supervisor

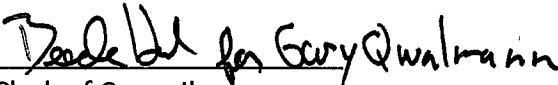


Baseball Instructor  
Softball Instructor  
Basketball Instructor  
Football Instructor  
Baseball Supervisor  
Softball Supervisor  
Basketball Supervisor  
Tennis Instructor  
Tennis Supervisor  
Preschool Teacher  
Office Aide  
Seasonal Grounds Maintenance Worker  
Intern  
Pool Manager  
Asst. Pool Manager  
Lifeguard  
Swim Instructor  
Swim Lesson Director  
Jr. Varsity Swim Team Coach  
Varsity Swim Team Coach  
Asst. Jr. Varsity Swim Team Coach  
Asst. Varsity Swim Team Coach  
Diving Coach  
Seasonal Maintenance Worker  
Seasonal Street Worker  
(Ord. 49-02. Passed 7-9-02.)

**Section 2.** That this ordinance shall go into effect and be in force from and after the earliest period allowed by law, and to declare an emergency.

Passed: 12-13, 2011

  
Jeffrey McClelland, President of Council

Attest:   
Clerk of Council

Approved: 12-13, 2011

  
John W. Brennan, Mayor