

**AN ORDINANCE ESTABLISHING TERMS, AND CONDITIONS OF
EMPLOYMENT AND RULES AND REGULATIONS REGARDING
PERSONNEL POLICIES, PRACTICES AND PROCEDURES FOR
EMPLOYEES OF THE CITY OF NEWTON FALLS, OHIO, REPEALING
ANY ORDINANCE IN CONFLICT HEREWITH.**

**THE COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO,
HEREBY ORDAINS:**

SECTION I: PERSONNEL CLASSIFICATION

1. Definition

All regular, temporary, provisional, seasonal and part-time employees as specified in the pay ordinance.

2. Probation Period

Newly hired and newly promoted employees shall serve a six (6) month probationary period.

Any employee who voluntarily quits or resigns from employment or is properly discharged for just cause and is subsequently rehired shall be considered a new employee and shall be required to serve a “new hire” probationary period under this Article.

All other rights and benefits shall apply to all employees from their initial date of hire.

SECTION IV: OVERTIME PAY/ COMPENSATORY TIME AND CALL IN PAY

A. Overtime Pay

1. All full-time employees, except those on salary, will receive overtime pay at the rate of time and one-half for all hours worked in an active pay status in excess of (40) straight time hours per week or (8) hours in the normally scheduled work day.

2. Active pay status shall include actual hours worked but not include military time. Only one premium applies to any one-time period, i.e., there is no pyramiding of hours. Overtime compensation will be based upon the employee’s hourly rate plus any applicable pay supplements.

B. Compensatory Time

1. All full-time employees may elect to receive compensatory time off in lieu of overtime pay with supervisory approval up to a maximum balance of sixty (60) hours at the applicable overtime rate. Compensatory time off shall not be an option for overtime worked outside the employee's division.

C. Call-in Pay

A "call-in" is defined as being recalled to work after a full-time employee has completed the regular workday and left the work site. Pay for call-ins shall be a minimum of 3 hours at 1 ½ times of the hourly rate. Call-in pay shall not apply to scheduled overtime requiring at least 72 hours advance notice. Call-in pay shall not apply if the employee is called to work within 2 hours of the start of his/her scheduled shift.

SECTION V: HOLIDAYS

A. Designated Holidays

The following days are designated as holidays for full-time employees:

New Year's Day	Martin Luther King Day
President's Day	Good Friday(Non-Police)
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
The day after Thanksgiving Day	Christmas Day
Veteran's Day	Easter Sunday (Police)

B. Holiday Pay

1. All full-time employees shall receive eight (8) hours of holiday pay at their current rate for such holidays as are in full force and effect.

All full-time employees shall be governed by the following: *When one of these holidays falls on a Sunday, the next Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.*

Any holiday that falls during any employee's scheduled vacation shall not be counted as a day of vacation. And any holiday that falls

during an employee's sick leave shall not be counted as a day of sick leave.

All full-time employees who are required to work during a holiday, shall receive eight (8) hours of holiday pay at their prevailing base rate plus one and one-half (1 ½) times their base rate for the hours actually worked; however, for sixth and/or seventh day(s) an employee must actually work those days to be eligible for time and one-half pay. Holidays will be considered eight (8) hours worked for overtime purposes.

2. All part-time Police Department employees who are required to work on a holiday shall receive one and one-half times his/her hourly rate for all hours worked on the holiday. Their holiday schedule will follow that as established under the Police Department.

SECTION VI: HOSPITALIZATION & LIFE INSURANCE

A. Health Insurance

The City of Newton Falls shall furnish comprehensive major medical insurance (hospitalization, eye care, dental and prescription drug benefits) for all full-time employees; however, any employee may elect to waive this insurance. The city reserves the right to choose the company, type of plans to be thus furnished. Each employee must elect to subscribe to such plan before insurance payments for same will be made by the city. In the event the employee should elect not to subscribe to the plan, additional compensation shall not be paid to the employee and the pay scale provided for by the personnel classification ordinance shall be the full and total compensation to be paid to said employee. Employees not electing to subscribe to the plan must sign a waiver form. An employee shall become eligible for said insurance upon being hired in a full-time status and meets the requirements of the plan.

- A. Prescription drug coverage will be \$7.00 generic, \$25.00 for formulary and \$45.00 for non-formulary prescriptions. If a prescription drug is offered in a generic form, employees shall be required to take the generic equivalent. If the employee decides to take the brand drug with the generic available, the employee shall pay the difference between the cost of the generic drug and the total cost of the brand drug, in addition to the \$25.00 copay.

Mail order Co-pays for prescription drugs shall be \$14.00 for generic; \$50.00 for formulary; and \$90.00 for non-formulary.

- B. Effective upon execution of this Agreement, health insurance coverage will be 80%/20% for “In Network Claims”.
- C. Effective upon execution of this Agreement, health insurance coverage for “Out of Network Claims” will be a 60%/40% employee/employer split.
- D. Effective upon execution of this Agreement, for “Out of Network Claims”, the employee deductible shall be \$600/year for single coverage and \$700/year for family coverage.
- E. Effective upon execution of this Agreement, Employees shall pay, by payroll deduction, a portion of the monthly health insurance costs according to the following amounts:
 - a. Single coverage: \$20.00/pay (\$520.00)
 - b. Family coverage: \$30.00/pay (\$780.00)
- F. Office co-pays shall be \$20.00 per visit.
- G. Vision care will have a maximum benefit of \$250.00 this benefit is available and can be applied to lens, frames or lasik surgery per calendar year.
- H. Chiropractic Care will have a maximum of \$750.00 per calendar year.
- I. Orthodontics will have a lifetime maximum of \$1,500.00.
- J. Mental Health/Substance Abuse coverage will be eliminated.

B. Term Life Insurance

The City of Newton Falls shall provide term life insurance upon hiring in a full-time status in the principal sum of Fifty Thousand Dollars (\$50,000) on each full-time employee. Plus the following insurance policies:

Spouse:	five thousand dollars	\$ 5,000
Child:	under 14 days; no benefit	\$ -0-
	14 days, but less than 6 months;	\$500.00
	6 months and older - dependent children	

up to the age of 19, or age 23 only if a
full-time student; one thousand dollars \$ 1,000

SECTION VII: SICK LEAVE CREDIT

A. Sick Leave Credit

1. Sick leave shall be earned by full-time employees at a rate of 4.6 hours per each eighty (80) hours of service in paid status, up to a maximum of 120 hours per year with unlimited accumulation.

B. Sick Leave Usage

1. If an employee is sick, he/she shall call his/her supervisor & notify them that he/she will not be at work. If the employee is unable to contact the supervisor, he/she shall contact the police desk. This process is to be followed each & every day that an employee is off work due to illness. Only if the employee is physically/mentally unable to report off may he/she have some other person report off for him/her.

2. Except in emergency situations, if an employee has a scheduled appointment with a physician during his/her working hours, he/she shall notify his immediate supervisor not less than three (3) days prior to the appointment.

3. Not more than five (5) sick leave days will be allowed for the care of the employee's wife and family during the postnatal period.

C. Sick Leave Transfer

1. Any full-time employee transferring from one "public agency" to another or who is re-appointed or reinstated, will be credited with the unused balance of his/her accumulated sick leave, provided the time between separation & re-appointment does not exceed one (1) year. If this time is greater than three (3) but not more than ten (10) years, the unused balance may be used. This balance shall not be used in calculating severance pay. This shall apply only to employees hired

on or after April 1, 1993. The term “public agency” includes the State of Ohio and all of the counties, municipalities, and boards of education situated therein.

SECTION VIII: VACATIONS

A. Vacation Accrual

1. All full-time employees shall accrue vacation time off with pay in accordance with the following schedule:

<u>Completed years of service:</u> <u>year:</u>	<u>Days of vacation earned each</u>
1-5	10
6-9	15
10-14	20
15-20	25
21 or more	30

In determining completed years of service, the calculation shall be made from the first day of regular full-time employment with the City to anniversary dates thereafter.

2. During an employee’s first full year of service, he/she shall accrue vacation time off as set forth under this Article, but will not be able to take vacation time off until he/she has completed his/her first full year (first anniversary date) of employment and shall not have earned a paid vacation unless or until he/she has completed 12 consecutive calendar months with the City.

3. Increases in vacation accruals shall commence on the anniversary date of the employee as outlined in this Article. Employees may accumulate and carry over from year to year a maximum of forty (40) hours vacation accruals. Such accumulations shall be based upon an employee’s completed years of service with the City.

4. Employees may accumulate and carry over from year to year a maximum of forty (40) hours vacation accruals. Such accumulations shall be based upon an employee’s completed years of service with the City. Employees will be required to use at least one-half (½) of the vacation time that he/she earns each year.

An employee may be permitted, subject to approval by the Superintendent and the City Manager, to dispose of the remaining balance (up to one-half) of the employees annual vacation leave earned in the 12 consecutive month period leading up to his/her anniversary date) in one of the three ways, as follows:

- a. Cash-in the total amount;
- b. Cash-in a portion of total amount earned and carry forward into the next year of service the remaining balance (not to exceed 40 hours); or
- c. Use all but 40 hours or less of the total amount earned and carry the entire remaining balances (40 hours or less) forward into the next year of service.

Any employee who doesn't intend to use ALL of their unused vacation balance earned in that anniversary year will submit a written request to their supervisor. The request will include disposition of the remaining portion of the unused vacation that was earned during the year prior to the employee's anniversary date. The request will be made to the employee's supervisor at least thirty (30) days prior to the employee's anniversary date. The supervisor will review the request and forward it to the City Manager. If approved the request will be forwarded to the Finance Department with a copy to the supervisor. If denied, the request will be returned to the employee and a copy to the supervisor, including the Manager's reason for denial.

5. Only full-time employees are eligible for paid vacation time off. An employee shall be paid at his/her current rate of pay while on vacation.

B. Vacation Usage

1. In special circumstances, the City Manager may grant vacation time off in increments of not less than four (4) hours.

2. The established vacation year is each employee's anniversary year commencing with his/her date of hire. Vacations are accrued or earned based upon the employee's length of service and *time worked* (paid status) during the preceding year.

C. Personal Days

1. In addition to the vacation time off listed after a full-time employee's first calendar year of service; he/she shall receive five (5)

“personal days” off annually. Any such “personal day” off may be taken at a time that is mutually agreeable to the employee & his/her supervisor.

2. During a full-time employee’s first calendar year of service or part thereof, he/she shall receive one (1) “personal day” off for every ten (10)-calendar weeks of time worked up to a maximum of five (5) “personal days” off.

SECTION IX: LEAVES OF ABSENCE

A. Leave of Absence

1. At the request of a full-time employee, and at the discretion of the City Manager, a leave of absence without pay may be granted to an employee. Any such request shall be made in writing to the city Manager at least ten (10) days in advance of the requested date. The City Manager shall review the request and make a decision. Such requests shall not be unreasonably denied.

At the discretion of the City Manager, an employee may be granted a leave of absence without pay for educational purposes relating to the operations of the City. Such leave may be renewed every six (6) months. Requests for such leaves shall not be unreasonably denied.

An employee may at the discretion of the City Manager be granted a leave of absence without pay for good cause. Said leave may be renewed every six (6) months. A request for said leave shall not be unreasonably denied.

An employee may be returned to work prior to the expiration of any leave of absence if by mutual agreement of the City Manager and the employee.

Employees shall not accumulate sick leave, personal days, holiday pay, or vacation time off while on an unpaid leave of absence. After the first thirty (30) days of any unpaid leave of absence, other than an approved Family or Medical Leave, an employee shall not be entitled to paid hospitalization, eye care, dental, or prescription drug coverage under the City’s benefit plan throughout the balance of his/her absence on an unpaid leave of absence status.

SECTION X: MILITARY LEAVE

A. Military Leave

1. The City of Newton Falls prohibits discrimination against persons because of their service in the Armed Forces reserve, the National Guard and other uniformed service of the United States Government. All full-time employees who participate in Armed Forces military service listed above will be entitled to reclaim their employment after being absent due to military service or training. All benefits and seniority will accrue to the employee on military leave as they would as if the employee were actually working his/her regular position with the City of Newton Falls.

All full-time employees in the military services listed above shall be granted time off with pay when ordered to temporary active duty or when ordered to temporary active duty or when ordered to military training exercises not to exceed one month per calendar days per year. One month shall be defined as twenty-two eight hour work days or 176 hours per year. In addition, all health care benefits will be paid during such military leave. All such time is subject to verification of military service for time requested.

Such employees shall receive, in addition to military pay and allowances, full wages from the City during their period of absence due to military service provided, however, that a deduction will be made to the extent of any sums said employees receives as base pay for such military service.

SECTION XI: BEREAVEMENT LEAVE

A. Bereavement Leave

All full-time employees shall be granted Bereavement Leave as necessary. The first day of any such absence shall be paid, but not charged against sick leave, and any subsequent day(s) shall be paid & charged against the employee's sick leave. The use of sick leave as "bereavement leave" shall not count against an employee's eligibility for the sick leave bonus specified elsewhere in this Agreement.

Up to five (5) days of bereavement leave will be available for the death of the employee's spouse, child, parent, stepchild of a current marriage, brother, sister. Additional leave for the death of a spouse or child may be required and may be evaluated & granted by the City Manager in accordance with the provisions of the Article.

Up to three (3) days of bereavement leave will be available for the death of the employee's Grandparent, Grandchild, Step-Grandparent, mother-in law, father-in-law, daughter-in-law, son-in-law, stepparents, sister-in-law and brother-in-law.

This provision is not to be interpreted as an automatic three (3) days off with pay, especially if appropriate arrangements can be made in a lesser amount of time.

Leave maybe granted for up to three (3) days of unpaid leave to attend the funeral of a member of the employee's immediate family not included in the definitions set forth herein.

SECTION XII: CLOTHING

A. Boot Allowance

1. Employees shall be reimbursed up to the following amounts annually for boots & shoes, as follows: Electric Division \$160.00; all other divisions \$ 110.00. In order to secure this reimbursement, an employee must present a receipt for the purchase to the finance department.

B. Uniforms

1. The City shall provide to all full-time, non-police employees uniforms; eleven (11) each *work pants, short sleeve shirts, & long sleeve shirts* each year for those employees in the Water Treatment, Wastewater, Water Distribution, & Maintenance Divisions not covered by a collective bargaining agreement and six (6) each *cotton trousers* (or jeans if desired by the employee) and *cotton shirts* for each employee in the Electric Division.

The City shall also provide to full-time employees as an optional uniform two (2) pair of insulated/non-insulated coveralls to each Public Works Department employee which shall be replaced at least once every five (5) years OR replaced/repared sooner, as needed, provided that the apparel has not been abused or lost.

Each employee in the Public Works Department shall be required to wear a uniform or other approved apparel at all times while on-the-

job working for the City. Failure to do so shall be grounds for discipline.

2. Police Department Clothing Allowance

- a. The full-time Police Officers shall be paid an annual clothing allowance in the amount of seven hundred dollars (\$700). Uniform allowance shall be payable on the first quarter of the current fiscal period, in separate checks from the payroll.
- b. All part-time employees shall be paid a semi-annual clothing allowance of \$200.00 if they meet the following:

Each part-time officer who has worked not less than one hundred fifty (150) hours during the six-month period immediately preceding the semi-annual cut-off date for said clothing allowance.

Maximum benefit for all part-time positions held in the department shall be \$400.00 annually.

SECTION XIII: JURY DUTY & WITNESS PAY

A. A full-time employee called for jury duty or subpoenaed as a witness during scheduled working hours shall be granted a leave of absence with pay for the period of jury or witness service and shall be compensated for same at his/her regular pay for work absences necessarily caused by that jury duty or witness duty. To be eligible for such pay, a full-time employee must present verification to the Director of Finance from the Court for duties as a juror or witness. Any jury or witness pay that the employee receives shall be endorsed over to the City. Such moneys shall then be deposited in the appropriate fund.

B. Employees are not eligible to paid time off when appearing in court for criminal or civil cases when the case is being heard in connections with the employee's personal matters. (i.e., traffic court, divorce proceedings, custody hearings, etc.) Such absences are considered leave without pay. Personal, compensatory or vacation leave may be used at the employee's option, as scheduled in advance with approval of the Department Head or designee.

SECTION XIV: COMMERCIAL DRIVERS LICENSE

A. Commercial Drivers License

1. The City will fully reimburse each full-time employee who is required to secure or maintain a CDL for the total cost of the license.

All full-time employees of the Electric, Maintenance, Water Treatment, Water Distribution, & Wastewater Treatment Divisions of the Public Works Department shall be required to secure and maintain a CDL throughout his/her entire period of employment with the City.

SECTION XV: SEVERANCE PAY

1. Retirement - All full-time employees who have a minimum of 10 years of public service or qualify for retirement under the OPERS and P.F.P.F. who elect to retire shall, at the time of retirement, receive a lump sum payment for all accumulated, but unused, sick leave at 1:1 for everything up to 500 hours & at 1:2 for everything between 500-1000 hours up to a maximum payment equal to 750 hours and a lump sum payment for all accumulated, but unused, vacation leave. This severance pay will only be paid on hours accumulated while employed by the City.

2. Other Separation – All full-time employees separated from employment for any reason other than his/her retirement shall, at the time of separation, be entitled to a lump sum all accrued but unused vacation hours and personal days.

3. Death Benefit - In the event of an full-time employee's death the amounts of sick leave and vacation leave outlined in Section 26.1 shall be paid to the employee's spouse or estate if there is no surviving spouse.

SECTION XVI: O.P.E.R.S. AND P.F.P.F. CONTRIBUTION

The City will only contribute the “employer share” of the contribution to the employee's retirement account with Ohio Public Employee Retirement System (OPERS) and Police and Fire Pension Fund (PFPF).

PASSED IN COUNCIL THIS 2nd DAY OF JUNE 2014

Mayor, Lyle A. Waddell

ATTEST: _____
Clerk of Council/City Clerk