

ORDINANCE NO. 2019 - 9

AN ORDINANCE UPDATING AND MODIFYING EMPLOYEE BENEFITS

WHEREAS, the Administration, working closely with each Department, has determined that Chapter 131 of the Code of Ordinances should be appropriately updated to properly reflect the change to a Village Administrator form of government and to properly define employee benefits consistent with past practices and consistent with employment practices in other jurisdictions within and around Hamilton County, Ohio.

NOW THEREFORE, Be It Ordained by the Council of the Village of Golf Manor, Hamilton County, Ohio, that Chapter 131 shall be amended as follows:

SECTION I. 131.01 SICK LEAVE, PERSONAL LEAVE AND INJURY LEAVE.

(a) Sick Leave.

(1) Accumulation and Use. Each full time employee of the Village shall be entitled to two and five-tenths hours of sick leave for every forty (40) hours of credited service. Sick leave shall be charged in minimum units of one-half hour and shall be paid in accordance with the employee's base pay for each one-half hour charged for absence from previously scheduled work. Sick leave may be accumulated without limit.

(2) Notification. An employee who is unable to report for work and who is not on previously approved day of vacation, sick leave, personal leave or leave of absence, shall be responsible for notifying the Department Supervisor and/or Village Administrator that they will be unable to report for work. The time required for such notification shall be established by each Department's Supervisor and may be amended from time to time, both with the concurrence and approval of the Village Administrator.

(3) Use of Sick Leave. Employees may use sick leave for the following reasons:

A. Illness, injury or pregnancy related conditions of the employee;

B. Exposure of the employee to a contagious disease which could be communicated to other employees;

C. Medical examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner;

D. Death of a member of the employee's immediate family, however, such absence from work shall not exceed five days, unless otherwise approved by the Department's Supervisor and Village Administrator;

E. Illness, injury or pregnancy related condition of a member of the employee's immediate family;

F. Medical examination, including medical, psychological, dental or optical examination of a member of the employee's immediate family;

G. Immediate family as used in this section shall include father, mother, sister, brother, husband, wife and child; and in sections (a)(3)D and E hereof shall also include stepchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, grandparents, grandchild or other persons, in the opinion of the Village Administrator, who hold a significant place in the life of the employee.

(4) Evidence of Use. Employees may be required to furnish a satisfactory written, signed statement by appropriate practitioner to justify use of sick leave. For extended sick leave, exceeding three consecutive work days, the employee shall provide a physician's statement specifying the employee's inability to report for work and the probable day of recovery or return to duty with any appropriate restrictions. The Village as required by law will attempt reasonable accommodations on a return to duty. Provided, however the Village shall not be obligated to create a light duty position, nor any new position of employment to accommodate a limited return to duty.

(5) Repeated Use of Sick Leave. When an employee repeatedly takes one day of sick leave, the day before or the day after said employee's day(s) off, without statement of inability to work by an appropriate practitioner, and when the accumulation of such day(s) taken the day before or the day after the employee's day(s) off exceed five days within a calendar year, the employee shall not be granted sick leave for any additional day(s) the day before or the day after the employee day(s) off unless certification of inability to work is presented to the Village Administrator by a duly licensed physician or medical authority, or previously approved by the Department Supervisor and the Village Administrator.

(6) Abuse. Any employee who fails to comply with the sick leave policies set out within this chapter, or who applies for sick leave with the intent to defraud the Village, shall not be granted sick leave credit against the accumulated sick leave for such absence from regularly scheduled work.

(7) Payment for Unused Sick Leave.

A. Upon an employee's death, disability retirement, service retirement or permanent separation from service with the Village, provided such employee has ten or more years of service accumulated with the Village, the State or any political subdivision, the Village of Golf Manor shall pay up to one-fourth of the accumulated and unused sick leave, not to exceed a payment for Three Hundred Sixty (360) hours of base pay, based upon One Thousand Four Hundred Forty (1,440) hours of accumulated sick leave.

B. If an employee should leave the services of the Village for any reason and is paid for the unused sick leave as stated above, and such employee is reinstated into the services of the Village, then previous sick leave credit accumulated and not paid prior to such separation from service shall not be reinstated and the employee shall begin with a zero accumulated sick leave unless otherwise approved by the Village Administrator and Village Council as an offer of re-employment.

(b) Personal Leave. Each full time employee of the Village shall be eligible for personal leave as follows:

(1) Each employee employed as of the first of the year shall be entitled to Thirty-Two (32) hours of personal leave for the year. Employees hired after the first of the year shall be entitled to thirty-two hours of personal leave, less nine-tenths of one hour for each two week period past the first of the year when employment begins.

(2) Personal leave shall be charged in the minimum units of one-half hour per one-half hour's absence from regularly scheduled employment for personal leave paid at the employee's base pay rate.

(3) Notification. With exception of emergencies, use of personal leave shall be approved by appropriate Department Supervisor and Village Administrator with reasonable notice in advance as set by the policies and procedures of the Department.

(4) Use of Personal Leave. Employees may use personal leave for the following:

- A. Personal Court Appearance;
- B. Legal or business matters;
- C. Family emergencies;
- D. Unusual family obligations;
- E. Religious holidays; or
- F. Any matter of a personal nature.

(5) Unused Personal Leave. Employees having accumulated personal leave at year's end, being the final day of the last pay period of the calendar year, shall either:

- A. Carry forward the balance of personal leave;
- B. Convert the balance of personal leave to accumulated sick leave on an hour for hour basis;
- C. Receive a cash payment for unused personal leave at the rate of one hour base pay for every two hours accumulated personal leave; or
- D. Gift such personal leave to the Employee Donation Bank as permitted herein.

The employee will state the option chosen in writing and present it to the Village Administrator no later than the final day of the last pay period of the calendar year.

(6) Employees who leave the services of the Village during the year shall not be eligible for payment of accumulated, unused personal leave.

(c) Occupational Injury Leave.

(1) In most situations, the Village utilizes pay continuation along with Worker's Compensation administration to ensure an employee's continuity of income during an occupational injury. When necessary, each full-time employee shall be entitled to Occupational Injury Leave ("OIL") to a maximum of 120 calendar days for each qualifying injury. OIL may be granted to an employee who suffers an on-the-job injury from an identifiable incident that occurred in the course of performance of the employee's official duties within the scope of employment with the Village, or where such injury directly results from an exposure to a hazard and who is off work due to said injury for a continuous period of five working days. The Village may decide to waive the requirement to use sick leave during the initial five day period.

(2) In the event of a service connected injury incurred in the active discharge of duty, particular to police work and not characteristic of other occupations, which injury is not the result of negligence, recklessness, self-infliction, or "horseplay" by the employee, the Village shall grant the employee full pay for a period not to exceed 120 calendar days. This time shall not be charged to the employee's sick time. Upon written request of the employee, the Village may grant a 30 day extension of the OIL.

(3) An employee applying for OIL hereunder, shall authorize the release to the Village of all medical information pertinent only to the occupational injury possessed by the employee's treating physician(s) and the treatment facility(ies) if so requested by the Village or its designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Village.

(4) Any employee claiming an occupational injury under this section shall file an injury claim with the Ohio Bureau of Workers' Compensation ("OBWC") as soon as possible. Upon approval of the claim by OBWC, an OIL granted after the 5th day of absence shall be made retroactive to the 1st day of absence, and any sick leave or vacation used by the employee during the first five days of absence shall be restored to the employee's credit. The employee shall remit to the Village all income benefits paid by OBWC for the period during which the employee received full pay from the Village while on OIL. In the event the claim is denied by OBWC, the employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Village for OIL.

(5) It is understood and agreed that the Village's obligation under this section is only the difference between the employee's regular rate of pay and the amount of income benefits paid to the employee by OBWC, and that OIL is not in lieu of OBWC benefits.

(6) In lieu of granting OIL, the Village may assign the employee to light duty with the approval of, and within the limitations set by, the employee's treating physician or physician selected and paid for by the Village. It is strictly the management right of the Village to determine if light duty work is available.

(7) No entitlement to OIL shall arise from a personal injury sustained while an employee is engaged in private employment of any nature whether or not such private employment is a peace officer guard, or other law enforcement related field, and whether or not such private employment was secured through the Village.

(8) Before an employee on injury leave will be permitted to return to duty, the employee shall submit to the Village Administrator a physician's statement and any other required documentation concerning the injury, demonstrating the employee's physical ability to satisfactorily perform the duties of the employee's position. Additionally, the Village Administrator may require the employee to submit to an examination by a physician selected and paid by the Village if there is any question about the employee's ability to return to duty.

(d) Employee Donation Bank.

(1) It is acknowledged that from time to time employees may suffer from serious medical conditions preventing them from working for extended periods of time, and the employee has no means of support because the employee has exhausted all available paid leave and the employee's temporary total disability is not work related and covered by Ohio Worker's Compensation law. As a result, there is hereby created the Employee Donation Bank.

(2) Employees from time to time may donate accumulated but unused sick, vacation or personal leave or compensatory time to the Employee Donation Bank to be credited for use only by an employee actively drawing from such Employee Donation Bank at the time of such donation.

(3) An employee who is (1) unable to work due to an injury or illness, (2) who has exhausted his/her available sick leave, vacation leave, and personal time during a calendar year, and who is not receiving Worker's Compensation Benefits related to such leave, is eligible to request continuing payment of his/her regular pay from the Employee Donation Bank. If an employee is determined to be eligible to draw from the Bank, as determined by the Department Supervisor and the Village Administrator, such employee shall be paid his/her regular compensation for each eligible hour that the employee is absent which has been donated in advance of such day of absence to the Employee Donation Bank designated for the benefit of such employee. If sufficient hours have not been donated for such employee in advance, such employee shall be paid only those hours credited as donations within the Bank for such employee. An eligible employee may only draw up to a total of Four Hundred Eighty (480) hours from the Employee Donation Bank during his/her term of employment with the Village, unless otherwise approved by Council. Such hours, up to the total of Four Hundred Eighty (480), may be drawn on intermittent basis.

SECTION II.

131.02 HEALTH CARE COVERAGE.

In addition to their compensation, all full time employees of the Village of Golf Manor shall be eligible to receive major medical and hospitalization insurance coverage paid by the Village in the amount of ninety-two percent (92%) of their total health insurance premiums.

For new employees, these benefits shall begin following any waiting period and shall be subject to any deductibles established within the covered contract.

SECTION III.

131.03 VACATIONS.

(a) The period for accrual and scheduling of vacation shall be the calendar year, January 1 through December 31.

(b) Eligibility. A permanent employee is entitled to vacation time according to the following schedule, if completed during the vacation period, unless otherwise approved by the Village Administrator and Village Council:

Length of Service	Vacation Earned	
	<i>Weeks</i>	<i>Hours</i>
6 months	1	40
12 months	1 additional	40 additional
5 years	3	120
10 years	4	160
15 years	5	200
25 years	6	240

1 week equals 40 hours.

(c) An employee may accumulate and carry forward to future vacation years no more than Eighty (80) hours total of unused vacation time no matter when earned.

(d) Holidays. If a holiday falls within a scheduled vacation period, the holiday shall not be credited as a vacation day for such employee.

(e) Terminations. An individual terminating employment with the Village who has completed more than nine months service shall receive full pay for vacation earned but not taken prior to such separation from employment.

(f) Vacation Scheduling.

(1) Vacation shall be scheduled in accordance with standard policies issued by the Village Administrator and Department Supervisor.

(2) Permanent employees who are entitled to One Hundred Twenty (120) hours of vacation or more shall be limited to a maximum use of One Hundred Twenty (120) consecutive hours of vacation at any given time unless pre-approved by the Department Supervisor and Village Administrator.

(g) All new hirees shall be given credit for service completed with another municipality or agency of the State of Ohio or other public

employment in determining eligibility and entitlement to vacation as accruing in accordance with this section.

(h) Probationary employees, except as hereinafter set forth, shall not be entitled to accrue any vacation during their probationary period. After an employee has served six months from his or her date of original hire as a full-time employee, that employee shall be entitled to Forty (40) hours of vacation. This six month accrual applies to all employees including Police Department personnel despite the twelve month probationary period for Police Department new hirees. The probationary employee restriction against vacation accrual shall not apply to the probationary period applicable to promotions from within the Village, nor shall such restriction apply if negotiated by the Village Administrator as an offer of hire and approved by Village Council.

SECTION IV.

131.04 PAYMENT TO EMPLOYEES FOR COURT APPEARANCES.

All employees of the Village shall be compensated for a minimum of two hours of their regular hourly salary for a required court appearance to Golf Manor Mayor's Court, or any other City or Village Mayor's Court, and a minimum of three hours of their regular hourly salary when a court appearance is required in the Hamilton County Municipal Court, Hamilton County Court of Common Pleas, or United States District Court, relative to their municipal responsibilities and such appearance is necessary at a time when the employee is off duty. These Court Appearances shall be considered as hours worked qualified to be counted towards overtime hours if these additional hours during the pay period exceed the allowable ceiling entitling the employee to overtime compensation, and such employee is within a job classification entitled to overtime compensation.

SECTION V.

131.05 POLICE UNIFORM ALLOWANCE.

There shall be an allowance paid to the Police Chief and to each full-time member of the Police Department of Three Hundred Dollars (\$300) per calendar year for maintenance and/or replacement of uniforms and related accessories, and One Hundred Fifty Dollars (\$150) per calendar year for part-time members of the Police Department who have at least one hundred fifty (150) hours of service. These allowances shall be paid in two semi-annual installments in June and December. This allowance shall not be cumulative.

SECTION VI.

131.06 EMPLOYEE CLASSIFICATION.

Village employees are classified as follows:

(a) "Permanent employee" means a full-time employee who has been hired for an indefinite period of time.

(b) "Temporary or part-time employee" means an employee who has been hired for a limited period of time and is not eligible for overtime benefits.

SECTION VII.

131.07 HOLIDAYS.

(a) The following are paid holidays observed by the Village, effective July 1, 2019:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Christmas Day
Memorial Day	Employee's birthday; or in place thereof, one floating holiday at the request of each employee subject to approval of their immediate supervisor.
Independence Day	
Labor Day	
Friday after Thanksgiving	

(b) Additional holidays may be granted from time to time as appointed by the President, Governor or Mayor.

(c) When a holiday falls on a Saturday, the holiday shall be observed on the preceding day, Friday. When a holiday falls on a Sunday, the holiday shall be observed on the following day, Monday.

(d) Village employees shall be given the day off, with pay, on all observed holidays. As it is necessary to provide services on holidays within the Police Department, on January 1 annually, or upon the first date of service for a Police Department employee during the calendar year, a Police Department employee shall be credited with holiday time equal to eight hours of his or her regular pay for holidays scheduled during the calendar year, or during the balance of the calendar year after employment. This holiday time may be taken by a police employee at any time during the calendar year upon the request of the employee to the Chief of Police, which request will be reviewed, and approved if appropriate, considering scheduling for all employees. No holiday time may be accumulated to be carried over from one calendar year to another, and any holiday time which has not been used during the calendar year shall be paid to the Police Department employee during the last month of the calendar year, issued as a separate compensation payment. This additional compensation shall be equivalent to the employee's then hourly rate times eight hours per day times the number of holidays to be credited and paid. If an employee of the Police Department shall separate from service by resignation, retirement or other involuntary termination then that employee shall forfeit and not be

entitled to receive any accumulated, but unused holiday compensation for the remainder of the calendar year. If at the time of separation from service an employee has been credited and used holiday time in excess of the actual calendar holidays as recognized above at the time of separation, then the excess holiday time used shall be deducted from any accumulated but unused vacation time due to be paid under Section 131.03(e) herein.

SECTION VIII.

131.08 OVERTIME/COMPENSATORY TIME.

(a) Overtime benefits shall not be applicable to the following Village employees:

- (1) Village Administrator.
- (2) Police Chief.
- (3) Assistant Village Administrator.
- (4) Village Fiscal Officer.
- (5) Temporary or part-time personnel.
- (6) Any full-time employee classified as exempt.

(b) All Village employees, except Police Department personnel, are eligible for overtime benefits where time worked is in excess of their forty hours per week. Overtime compensation for Police Department personnel shall be paid for all work in excess of eighty-four hours per fourteen day work period, coinciding with the same work period as the pay period for all Village employees.

(c) Employees shall be paid time and a half for the time worked in excess of their normal work schedule as outlined above.

(d) The following procedure for overtime shall be strictly adhered to:

(1) All overtime work shall be approved by the respective Department Supervisor prior to beginning the overtime.

(2) All overtime hours worked shall be submitted with full and specific written explanation, stating the reason for the overtime, and signed by the appropriate Department Supervisor.

(3) Abuse of overtime benefits shall result in disciplinary action and/or written reprimand, loss of pay, suspension or termination, to the parties involved.

(4) There shall be no pyramiding of overtime hours.

(5) Overtime hours shall be credited based upon hours worked. Holiday time, vacation time, and sick time during the measurable period

shall not be credited as hours worked, except as approved by the Department Supervisor and Village Administrator or if such overtime hours are reimbursed to the Village by a third party.

(e) Compensatory Time.

Employees, with approval of the Department Supervisor and Village Administrator, may elect to take all or any part of overtime hours in the form of compensatory time, in lieu of overtime pay. Compensatory time shall be compensated at the rate of One and One-half (1.5) hours off for each One (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of Two Hundred Forty (240) hours. The employee may request and/or the Village may choose to cash out an employee's compensatory time at the employee's regular rate of compensation periodically during the employee's employment with the Village. In the event an employee accumulates Two Hundred Forty (240) hours of compensatory time, then any future overtime hours must be compensated with overtime pay. A request for compensatory time off must be made within a reasonable period of time in advance of the requested date. When an employee desires to use compensatory time off that the employee has accumulated, it shall be scheduled and granted, with the approval of the Department Supervisor and Village Administrator. Compensatory time off will not be granted if such time off would unduly disrupt the operations of any department.

(f) Flexible Scheduling.

In Village departments where full-time employees work schedules may benefit from the use of flexible scheduling, it will be permitted to alter a work shift already in-progress, by changing the scheduled start or end time. This change will be based on the needs of the Village, only with the approval of the Department Supervisor and/or the Village Administrator.

SECTION IX.

131.09 PART-TIME HELP COMPENSATION.

All temporary or part-time help, unless otherwise set for in separate ordinance used within the Village shall be compensated at the prevailing minimum hourly wage.

SECTION X.

131.10 LONGEVITY.

Each full-time employee of the Village shall be entitled to increment in salary for longevity calculated as follows:

- (a) Two Hundred Fifty Dollars (\$250) beginning at the end of the fifth consecutive year of full-time employment.

(b) An additional increment of Fifty Dollars (\$50) per year on the anniversary date of the employee's full-time employment with the Village of Golf Manor commencing with the sixth consecutive year of such employment and continuing throughout his/her tenure of service. Provided, however, twenty years of service shall be the maximum years of service for which any employee shall be compensated in any single year.

(c) When an employee terminates his/her employment with the Village of Golf Manor prior to the anniversary date of employment, he/she shall then be entitled to receive prorated compensation for the number of years of service with the Village of Golf Manor based upon the amount of longevity pay last paid to him/her on his/her anniversary date of employment plus an additional Fifty Dollars (\$50) for his/her current year of employment. This total shall then be prorated over the number of weeks he/she has been employed during that current year with the Village of Golf Manor from his/her previous anniversary date until the date employment is terminated with the Village of Golf Manor. Provided, however, this prorated payment will not entitle any employee to compensation upon his/her termination of employment prior to his/her fifth anniversary date of employment with the Village of Golf Manor.

(d) Employees who separate from employment with the Village, but return to work as a full-time employee after ninety days from separation may be given credit for prior service time for longevity pay if approved by the Village Administrator and Village Council.

SECTION XI.

131.11 REQUIRED REPAYMENT OF UNIFORM AND TRAINING EXPENSES BY NEW HIREES.

All new hirees shall execute a Reimbursement Agreement with the Village at the time of employment, which shall provide that the new hiree, if he or she should terminate their employment with the Village within two years of their initial hiring date, shall reimburse the Village all costs incurred by the Village to provide training, uniforms and other customized or exclusive equipment provided for such new hiree during this two year period. Such cost shall be set off against any monies which may come due for accumulated sick pay, vacation pay, and/or longevity pay. Any additional monies which may be due after exhausting such benefits payments upon termination of employment shall be due and payable by the employee within thirty days after they terminate their employment. The requirement of repayment may be waived at the discretion of the Department Supervisor and Village Administrator.

SECTION XII.

131.12 FORFEITURE OF EMPLOYMENT BENEFITS.

Any employee who is discharged from employment with the Village as a result of dishonesty in office or conviction of a felony arising from his/her tenure of service as an employee of the Village, or who is charged with a felony arising from his/her employment with the Village but who voluntarily withdraws from service by retirement, resignation or otherwise prior to conviction on the charge or by plea bargain to a lesser charge, shall forfeit all accumulated sick, vacation and personal leave time upon such separation from employment. The forfeiture may be waived at the discretion of the Department Supervisor and Village Administrator with consent of the Council.

SECTION XIII.

131.13 PENSION PICKUP.

Consistent with past practices and a previously approved plan, full-time employees hired by the Village shall participate in the pick-up of their PERS and PFDRF contributions. The pension pick-up program shall not be available as a benefit to part-time employees, except as approved by the recommendation of the Department Supervisor, Village Administrator and Council.

SECTION XIV.

131.14 PROBATIONARY PERIOD.

- (a) Administrative Departments. The probationary period for all full-time employees whose duties are administrative in nature (i.e. finance, village clerk, police clerk, etc.) shall be six months.
- (b) Maintenance Department. The probationary period for all full-time employees whose duties are public works oriented (maintenance, service, etc.) shall be six months.
- (c) Police Department. The probationary period for all full-time and part-time police officers shall be twelve months from date of hire. The probationary period for part-time police officers is not intended to vest such officers with rights or privileges as may apply to appointed full-time police officers.
- (d) The probationary periods described in (a), (b), and (c) apply to new hires and internal promotions within each such Department.
- (e) Other probationary times may be requested for new hires upon request of the Department Supervisor and Village Administrator with the consent of Council.

SECTION XV.

As the Village is required by law to adhere to the Family and Medical Leave Act, Section 131.15, *Family and Medical Leave Policy*, is deleted in its entirety.

SECTION XVI.

131.16 RESIDENCY REQUIREMENTS.

Any requirement in the Code of Ordinances that a municipal employee must be a resident of the Village of Golf Manor is hereby eliminated except as permitted by Ohio law and any Ordinance or Resolution approving an employment contract approved by Village Council.

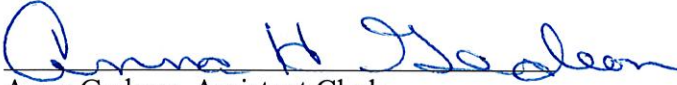
SECTION XVII.

This Ordinance shall take effect the earliest opportunity as allowable by law.

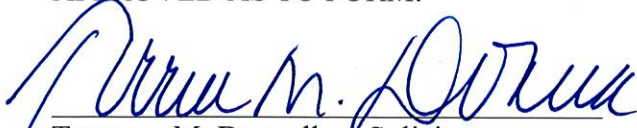
PASSED this 15th day of July, 2019.


Mayor Greg Schwartzberg

ATTEST:


Anna Gedeon, Assistant Clerk

APPROVED AS TO FORM:


Terrence M. Donnellon, Solicitor