

# THE CITY COUNCIL OF NORTH ROYALTON, OHIO

ORDINANCE NO. 15-119

INTRODUCED BY: Mayor Stefanik

## AN ORDINANCE ESTABLISHING VARIOUS BENEFITS FOR ALL FULL TIME NON-UNION EMPLOYEES OF THE CITY OF NORTH ROYALTON, REPEALING ORDINANCE 07-126, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton desires to establish benefits for all full-time non-union employees of the City of North Royalton and repeal Ordinance 07-126.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. An "Employee" covered by this Ordinance shall be defined as a full-time employee of the City, who is not covered by any collective bargaining agreement and who shall receive fringe benefits for any employment with the City. Any employee who resigns or is discharged and is later rehired, shall be considered a new employee for the purpose of this Ordinance.

Section 2. Holidays: All non-union employees shall receive the following paid holidays:

- |                               |                              |
|-------------------------------|------------------------------|
| 1. New Years Day              | 6. Thanksgiving Day          |
| 2. Martin Luther King Jr. Day | 7. Friday after Thanksgiving |
| 3. Memorial Day               | 8. Christmas Eve (1/2 day)   |
| 4. Independence Day           | 9. Christmas Day             |
| 5. Labor Day                  | 10. New Year's Eve (1/2 day) |
|                               | 11. Six (6) Personal Days    |

In the event that any of the aforesaid holidays should fall on a Saturday, then the Friday immediately preceding that day shall be observed as the holiday. In the event that any of the aforesaid holidays shall fall on a Sunday, then the Monday immediately after said day shall be observed as the holiday.

In order to receive the benefits of the aforementioned holiday, each employee must work the regularly scheduled day both preceding and succeeding paid particular holiday, unless on a prior approved vacation, or any type of paid leave, excluding sick leave. However, if the employee is hospitalized or on approved sick leave from a known serious illness at this time, the employee shall be paid for the holiday instead of sick leave.

In the event that one of these holidays shall occur during a vacation period of the employee, and for which holiday said employee would be entitled to straight time pay, said employee shall be entitled to receive an additional day off with pay on a day approved by his/her Department Head.

Any shift-work employee who is required to work on a holiday designated above or a non-shift work employee who is required to work on a holiday or a day alternately designated as a holiday (Friday or Monday) due to being unable to take the day off as a paid holiday due to the staffing needs of the department, as determined by the Department Head, shall receive his/her normal holiday pay plus straight time pay, or overtime pay when applicable, for all hours worked on such holiday. No premium payments shall be made for such holidays.

The "personal days" may be taken at the discretion of the employee, provided he or she receives advance approval from their Department Head. Holidays for the employee's personal days can only be utilized for time off with pay. Effective January 1, 2016 and thereafter, personal days shall be used within the calendar year or forfeited. However, if an employee is unable to use personal days due to unforeseeable circumstances beyond the employee's control, personal days may be banked for payment upon retirement at the rate of pay when earned, with prior approval of the Mayor.

Section 3. Vacation: All full-time employees shall earn and be entitled to paid vacation in accordance with the following schedule:

Length of Full-time Service	Weeks
After one (1) year	Two (2)
After five (5) years	Three (3)
After ten (10) years	Four (4)
After fifteen (15) years	Five (5)
After twenty (20) years	Six (6)

Earned vacation shall be awarded on the employee's anniversary date but may be available for use in the calendar year beginning January. Vacation time must be used in the calendar year or it shall be forfeited. Employees who retire/separate from service who use vacation leave before their anniversary date of earned vacation shall have their final salary adjusted/reduced for such advanced vacation pay. The employee's department head shall assign vacation periods for all members of the department to insure adequate departmental work assignments. If an employee with at least one (1) year of employment, terminated his/her employment, he/she shall be eligible to receive payment for all earned and accrued, but unused, vacation time. In the case of death of the employee, said vacation time will be paid to the employee's estate. Upon completion of ten (10) years of service, a non-union employee may reserve two (2) weeks of vacation per year, not to exceed ten (10) weeks, effective January 1, 2016 to be paid out on retirement at the rate of pay when banked.

Employees must use at least two weeks of vacation leave each year. The employee may convert up to one week (5 days) of unused vacation to a cash payment. Such payment will be made in the first pay in February at the prior year's rate of pay (year of unused vacation).

Section 4. Insurance: The Employer shall provide each employee with medical, vision, and dental coverage, either individual or family as appropriate, as selected by the Employer.

Effective January 1, 2016 and thereafter employees' shall contribute-12% of the health insurance premium per month. In 2016 the employee contribution under a family plan shall not exceed \$160 per month, in 2017 the employee contribution under a family plan shall not exceed not to exceed \$180 per month; in 2016 the employee contribution under an individual plan shall not exceed \$60 per month, in 2017 not to exceed \$66 per month.

All employees shall complete the Health Risk Assessment/Wellness Program.

All Employee insurance premium contributions shall be by payroll deduction. In the event that an employee is not receiving a paycheck said employee will be permitted to voluntarily pay his/her portion of the premium directly to the City for so long as said person is employed.

The Employer shall provide life insurance in the amount of Fifteen Thousand Dollars (\$15,000.00) for each employee.

The Employer shall continue to provide liability insurance in the present amount, providing such insurance continues to be available.

Section 5. Leave of Absence: Any employee who temporarily must leave for military service, either for field training or active duty, shall be paid the difference between said employee's regular wages and the amount of the military pay he receives while serving as a member of the Ohio National Guard, the Ohio Defense Corp., the Ohio Naval Militia, or any other Reserve Components of the armed services of the United States.

The period of time for which the Director of Finance is authorized to make such payments shall not exceed the amount of thirty-one (31) days in a calendar year for any one employee.

Any employee authorized an extended leave of absence does not earn credit towards sick leave, vacation, longevity, hospitalization or uniforms.

Section 6. Jury Duty: Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his/her regular rate of pay for any time lost, less any compensation received from such Court for jury duty, as provided for in the Ohio Revised Code.

Section 7. Longevity Pay: All full-time employees will be awarded longevity payments at the rate of One Hundred Dollars (\$100.00) for each year of full-time service commencing on the employee's fifth (5th) anniversary date of full-time service. At that time, the employee will become entitled to a sum of Five Hundred Dollars (\$500.00) which will be paid in a lump sum on the first pay period ending after his/her anniversary date. Employees with more than five (5) years of full-time service shall be entitled to the appropriate amount as specified in the longevity payment schedule. Longevity shall continue to be awarded on the employee's successive anniversary dates according to this procedure and the following listed longevity schedule.

5th Anniversary	\$500.00	16th Anniversary	\$1,600.00
6th Anniversary	\$600.00	17th Anniversary	\$1,700.00
7th Anniversary	\$700.00	18th Anniversary	\$1,800.00
8th Anniversary	\$800.00	19th Anniversary	\$1,900.00
9th Anniversary	\$900.00	20th Anniversary	\$2,000.00
10th Anniversary	\$1,000.00	21st Anniversary	\$2,100.00
11th Anniversary	\$1,100.00	22nd Anniversary	\$2,200.00
12th Anniversary	\$1,200.00	23rd Anniversary	\$2,300.00
13th Anniversary	\$1,300.00	24th Anniversary	\$2,400.00
14th Anniversary	\$1,400.00	25th Anniversary	\$2,500.00
15th Anniversary	\$1,500.00		

Section 8. Sick Leave Benefits: Shall be given each full-time employee in accordance with Section 124.38 of the Ohio Revised Code.

Any employee who is absent from his/her employment for more than three (3) consecutive working days shall provide the Human Resources Representative with a doctor's certification stating the medical reason for his/her absence before honoring payment of same.

Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to a contagious disease communicable to other employees; and/or (3) serious illness, injury or death in the employee's immediate family.

Full-time employees are authorized to use a total of up to (40) forty hours of sick leave per year to give care or otherwise attend a spouse, child, or parent having an illness or injury, or other condition which, if an employee had such a condition, would justify the use of sick leave by the employee.

Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined at the sole discretion of the Employer.

When the use of sick leave is due to serious illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children. When the use of sick leave is due to the death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, aunts and uncles.

Each employee who has accumulated in excess of seven hundred twenty (720) hours sick leave and has not used all the sick leave hours accumulated since December 31<sup>st</sup> of the previous year may receive payment for the unused sick leave accumulated during that year to the ratio of one (1) hour of pay for each three (3) sick leave hours (one-third of sick leave accrual for that year) and one (1) hour for each three (3) sick leave hours (one-third of sick leave accrual for that year) will be added to the members total accumulated sick leave. The eligible employee who has met the threshold amount of sick leave accumulation may, at his/her option, elect not to take the cash option but may continue to accumulate two-thirds (2/3) of his/her accrued sick leave for that calendar year. One-third of the annual unused sick leave shall be forfeited to the City each year upon accrual of the threshold amount. The option to cash out one-third time or to accumulate two thirds must be made immediately after December 31<sup>st</sup>. Employees who opt for the cash conversion of sick leave will be paid in the first pay period in February at the prior year's rate of pay. Upon retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer and is eligible to receive payments from a state pension plan, he/she shall be entitled to receive a cash payment equal to his/her hourly rate of pay at the time of retirement multiplied by one-half (1/2) the total number of accumulated and unused sick leave hours, earned by the employee as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed six hundred fifty (650) sick leave hours.

Section 9. Funeral Leave: An employee shall be granted time off with pay without deduction from a sick leave for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) days off for each death in the immediate family. For the purposes of this article, "immediately family" shall be defined to only included the employee's spouse, children, parents, brothers, sisters, grandparents or parents-in-law. For each day of such leave, the employee shall be paid eight (8) hours pay at his/her regular hourly rate. The employer may require adequate proof of death and attendance at the funeral.

Funeral leave may be extended, upon approval, with the use of holidays, vacation days, sick days or compensatory days.

Section 10. Travel Allowance: Any employee of the City may attend, at the expense of the City, a conference or convention relating to municipal affairs, if authorized by the Mayor, and if the Director of Finance certified that the funds are appropriated for such purposes.

Mileage reimbursement is authorized to be paid any City employee, whether elected or appointed, who utilized his/her personal automobile in the performance of his/her customary City duties and business.

Said mileage reimbursement shall be paid at the current rate per mile as allowed by Federal law.

However, any employee desiring to obtain said reimbursement must acquire the Mayor's authorization prior to utilizing his/her personal automobile for City business and said reimbursement must then be approved by said employee's Department Head and the Director of Finance.

Section 11. Overtime for Non-Salaried Personnel: The standard work week for full-time personnel shall be forty (40) hours per week, eight (8) hours per day.

Any hours actually worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one and one-half (1-1/2) times the hourly rate, excluding Department Heads. Employees have the right to elect compensatory time in lieu of overtime. Employees may accrue up to one hundred twenty (120) hours of compensatory time.

In the event overtime hours are available, any overtime hours assigned may be paid in additional wages at the scheduled overtime rates or the employee may elect to use compensatory time off at a future date. Hours of overtime worked shall be accumulated at the rate of one (1) hour of overtime equaling one and one-half (1-1/2) hours of accumulated compensatory time.

Section 12. Call-in-Pay: Each employee shall be guaranteed a minimum of three (3) hours call-in-pay, providing the hours worked do not abate the employee's regular hours of work.

Section 13. Assault Leave: All City employees injured in the line of employment and non-certified employees of the safety departments who are injured by a prisoner or other member of the public at large while the employee is performing work in the line of duty, shall be eligible for paid injury leave as provided below:

- a) When an employee is injured in the line of duty/employment as specified above while actually working for the City, he or she shall be eligible for a paid leave not to exceed ninety (90) calendar days. There will be a three (3) working day waiting period before this provision applies, in which the employee may use accumulated sick leave. Should payments be made by the City to an employee for an injury that is subsequently found to be a noncompensable injury, such payments made by the City shall be deducted from the employee's accumulated leave credits (sick leave, vacation, etc.).
- b) If at the end of this ninety (90) calendar day period the employee is still disabled, the leave may, at the Mayor's sole discretion, be extended for additional ninety (90) calendar day periods.
- c) The City shall have the right to require the employee to have a physical exam by a physician appointed by the City resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee's continuing to receive any benefits under this section. The designated physician's opinion shall not govern whether the injury was duty/employment related or whether the City shall extend the period of leave. If there should be a conflict between the employee's physician and the physician appointed by the City, a third physician shall be consulted whose opinion shall govern. This third physician shall be selected by a mutual agreement between the City and the employee, who shall share the costs equally.

Section 14. Personal Losses: Items of equipment or clothing necessary to job performance which are damaged, lost or destroyed while on the job that belong to the individual employee shall be replaced or repaired at City expense, not to exceed Three Hundred Dollars (\$300.00) per employee per year only after approval of the Department Head. Items of clothing or equipment paid for by the City through an individual's purchase order shall be exempt from this provision.

Section 15. School Cost Reimbursement: The Employer will reimburse employees for approved expenses necessary to obtain, where directed by the Employer, and/or maintain licenses and/or certifications as required by state law.

Section 16. Drug Testing: The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by employees is prohibited in the workplace, except as otherwise may be allowed by law, and employees in violation of this provision may be subject to disciplinary action as set forth in this article. Further, an employee must notify the Employer of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

The Employer may, at its discretion, implement a drug testing procedure for controlled substances for all employees, provided such procedure is administered pursuant to the provisions hereinafter set forth. Administration of the testing shall be developed by the Employer.

All employees may be required to submit to a drug test on an annual basis and may be subject to one (1) random drug test per year, provided such random test is not done for discriminatory purposes. Prior to any test being administered the Union and the employees affected shall be informed of which specific drugs are to be tested.

All laboratory and other fees shall be paid by the Employer, as well as the time spent taking the drug test if the employee is off duty.

The testing procedure established shall protect the employee's individual privacy, insure the accountability and integrity of specimens, insure non-discriminatory testing procedure and shall be conducted at a professional laboratory capable of administering such testing.

All positive screening tests shall be confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) test.

The results of all initial screening and confirmation tests shall be kept confidential and will not be disclosed to anyone, except the Employer and the employee affected, without first obtaining the written authorization from the employee except as evidence in a disciplinary action or for Employee Assistance Program referral.

An employee who tests positive for substance abuse or confirmation test shall be referred to the Employee Assistance Program provided in Section 18 herein. An employee's refusal to participate in such program or failure to satisfy the requirements of the program shall be subject to disciplinary action, up to and including discharge.

Section 17. Employee Assistance: The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity to receive treatment for such abuse if the employee fails to properly and fully participate in and complete a treatment program approved by the Employer and after completion of such program, the employee is still abusing or resumes abusing such substances, the employee may be subject to disciplinary action, up to and including discharge.

This section shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EA shall not limit the Employer's right to impose discipline, up to and including discharge.

Section 18. Family Medical Leave: Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance.

The Employer may require an employee to use accrued vacation or accumulated sick leave which shall be inclusive of the twelve weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation and accumulated sick leave to exhaust such time which are separate banks of accumulated time under this article.

A husband and wife employed by the City of North Royalton in any position or capacity are eligible for FMLA Leave up to a combined total of twelve (12) weeks of leave during the twelve month period referenced above if the leave is taken:

- (1) For the birth of the employee's son or daughter or to care for the child after birth;
- (2) For placement of son or daughter with employee for adoption or foster care, or to care for the child after placement; or
- (3) To care for the employee's parent with a serious health condition.

Section 19. Ordinance 07-126 is hereby repealed in its entirety and this Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 20. This Ordinance shall become effective January 1, 2016.

Section 21. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 22. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that Council establish the benefits of the affected City officers and employees.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

/s/ Larry Antoskiewicz  
PRESIDENT OF COUNCIL

APPROVED: /s/ Robert A. Stefanik  
MAYOR

DATE PASSED: December 15, 2015

DATE APPROVED: December 16, 2015

ATTEST: /s/ Laura J. Haller  
DIRECTOR OF LEGISLATIVE SERVICES

First reading suspended  
Second reading suspended  
Third reading December 15, 2015

YEAS: Antoskiewicz, Nickell, Petrusky, Langshaw,  
Marnecheck, Muller, Kasaris

NAYS: none