

AN ORDINANCE CREATING THE POSITION AND SETTING THE SALARY AND BENEFITS FOR A DEPUTY FINANCE DIRECTOR FOR THE CITY OF CORTLAND AND DECLARING AN EMERGENCY

WHEREAS, with the impending retirement of the City’s long time Finance Director on March 31, 2017, it is in the best interest of the City to create a temporary position known as the Deputy Finance Director; and

WHEREAS, the position of Deputy Finance Director will take effect on January 1, 2017 and will terminate on March 31, 2017; and

WHEREAS, the Council of the City of Cortland intends for the Deputy Finance Director to assist the full time Finance Director whose job it will be to train and supervise the Deputy.

NOW, THEREFORE:

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

Section 1. Effective January 1, 2017, there will be the position of Deputy Finance Director within the City’s Department of Finance with said Deputy taking direction and supervision from the City’s Finance Director, Frances Moyer.

Section 2. That this position of Deputy Finance Director will cease to exist as of 4:30 p.m. on March 31, 2017.

Section 3. That the person appointed to and serving as Deputy Finance Director shall earn a base compensation rate between \$26.00 per hour and \$33.00 per hour depending upon experience. The Deputy Finance Director shall work eight (8) hours per day beginning at 8:00 a.m. and ending at 4:30 p.m., with one-half hour designated for their lunch.

Section 4. Pension Pickup The employer will pay 100% of the employee’s contribution to the Ohio Public Employees Retirement System. In the event the City, by virtue of amendments to Ohio’s retirement system, is prohibited from picking up the employee’s contribution to the retirement fund, the City agrees to increase the employee’s hourly wage by the amount of the pick-up for which the City has been responsible.

Section 5. Sick Leave The employee shall earn sick leave at the rate of 4.6 hours, with pay, for each eighty (80) hours of service. The City shall account for the accrual of sick leave benefit by including overtime hours in its formula. Unused sick leave shall be cumulative without limit. Sick leave shall be charged to an employee on the basis of the actual time absent (in one-half (1/2) hour increments). An employee who sustains a service connected injury shall not be required to exhaust accumulated sick leave before being entitled to apply for benefits under Worker’s Compensation (subject to any requirements of state law).

An employee may use sick leave, upon approval of the responsible administrative authority, for absence from regularly scheduled hours of employment only for the following reasons:

- A. Sickness, illness, or injury of the employee;
- B. Pregnancy, childbirth, or related conditions of the employee or childbirth or related conditions of the spouse;
- C. Exposure to contagious disease which could be communicated to other persons;
- D. Sickness, illness, or injury to a member of the immediate family, where the employee’s presence is reasonably necessary;
- E. Medical, dental, or optical examination of the employee where such examination cannot reasonably be scheduled outside of regular working hours. (Medical examination shall be deemed to include any licensed practitioner.)

The employee shall sign a leave request form, provided by the Employer, requesting and justifying the use of sick leave. Where medical attention is required and/or where an absence extends for more than three (3) work days, documentation from a physician or licensed practitioner may be required, stating the nature of the illness, injury, or condition, and the date the employee is able to return to work. Falsification of either a written signed statement or medical documentation shall be grounds for disciplinary action including dismissal.

Section 6. Jury Duty Any employee serving as a result of being subpoenaed for any court or jury duty by the United States, the State of Ohio, or any political subdivision will be paid his regular wages for each regularly scheduled work day he is so serving, less whatever compensation said employee receives as compensation for jury or court duty, excluding any travel or meal allowances. Time so served shall be deemed active and continuous for service purposes.

All leave granted pursuant to this provision shall commence on the date of appearance on the summons or subpoena, a copy of which shall be provided to the Employer.

On days when an employee is released early from his jury duty obligation, he shall report for work in order to complete his regularly assigned work hours, provided three (3) hours or more would remain in the work day, exclusive of any normal travel time.

Section 7. Military Leave Employees who are members of the Ohio National Guard or any military reserve unit of the United States Armed Forces shall be granted military leave with pay when ordered to military training exercises not to exceed thirty-one (31) days, one hundred seventy-six (176) hours, per year. Military leave pay shall be the difference between the employee's regular pay and any service pay, exclusive of any travel reimbursement.

An employee shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of any branch thereof. Such leave shall last only for the initial enlistment or induction period. Employees on military leave without pay shall continue to accrue seniority and if the employee requests reinstatement within ninety (90) days of his discharge from military service (or hospitalization continuing after discharge for a period of not more than one (1) year, the City shall reinstate the employee at the same classification as when he left, or to a position with like seniority, status, and pay, with full credit for prior seniority. The City may require the employee to establish that his physical and mental condition have not been impaired as to render him incompetent to perform the duties of his position. If the employee is not qualified to perform his duties of his position due to disability, he shall be placed in such other position, the duties of which he is qualified to perform, as will provide him like seniority, status, and pay, or the nearest approximation thereof, consistent with the circumstances of his case.

Section 8. Bereavement Leave When a death occurs in the immediate family of an employee, he/she shall be granted four (4) days of bereavement leave with pay. If extenuating circumstances prevail, more time, at the discretion of the Mayor may be granted said employee however employee shall use sick, vacation or personal leave.

The immediate family shall be defined as: spouse, parent, step-parent, parent-in-law, child, step-child, brother, half-brother, sister, half-sister, grandparent, grandchild, brother-in-law, sister-in-law, aunt or uncle.

Any relationship of significant value to an employee may qualify for bereavement leave with the approval of the Mayor.

Section 9. Service Connected Disability In the event of a service connected injury, while in the active discharge of duty, and for which the employee shall be entitled to temporary total disability payments from Worker's Compensation Bureau, the employee shall receive his full pay for a period not to exceed one (1) year from the date of injury. During this time, any payments in the form of weekly benefits shall be turned over to the City, however the employee or his beneficiary shall be entitled to all partial and/or permanent awards other than the weekly benefits as provided above.

Any time an employee is required to be absent from work, due to the work incurred injury, such time shall not be deducted from his accumulated sick time for a period not to exceed one (1) year from the date of injury.

Whenever an employee is required to stop working because of a service connected injury or disability, he/she shall be paid for the remaining hours of that work day and such time shall not be charged against leave of any kind.

If an employee on injury leave is capable of performing light duties the City may reasonably request that employee to return from injury leave and perform such light duties.

Section 10. Paid Holidays Designated paid holidays are as follows:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Good Friday

If any of the holidays in Section 8 fall on a Sunday, the following Monday shall be granted as a non-work day. If any of the holidays in Section 8 fall on a Saturday, the preceding Friday shall be granted as a non-work day.

No employee may be granted any other day as a holiday in lieu of the above listed holidays.

Section 11. Vacation The Deputy Finance Director, in the event he/she is appointed as the Finance Director, will be entitled to (forty) 40 hours of vacation with pay beginning one year from the date of hire as Deputy Finance Director.

Section 12. Medical Benefits and Insurance The City agrees to make available a group health insurance plan in the form of a Health Savings Account (HSA), including a prescription drug program, vision program and dental program, at benefit levels which are equivalent to those as in effect 09/01/2007. The employee may elect single or family (dependent) coverage.

Effective immediately the employee shall pay 15% of the premium amount or monthly cap amount stated below, whichever is less.

HSA	Single \$60.00	Family \$140.00
1. City will pay the remaining premium for all coverage options.		
2. City will fund the HSA Account Deductibles in the amount of \$2,500 for single coverage and \$5,000 for family coverage in each year of this collective bargaining agreement.		
3. The parties agree to continue discussion about formation and function of the Health Care Committee.		

The City, at its sole cost and expense, shall provide each full-time employee with Group Life Insurance coverage in the fact amount shown below.

Employee.....	\$30,000
Spouse.....	\$ 5,000
Each dependent Child under 18.....	\$ 2,000
(Insurance limited to \$100 for dependents age 15 days to 6 months)	

Opt Out – In the event the employee chooses to opt out of the City’s health plan, he may do so only on the policy anniversary date. Every employee who chooses to opt out of the City’s health plan shall provide proof of insurance from another source and shall receive \$200 per month payable either monthly or annually in the pay period that includes the policy anniversary date.

Section 13. Death Benefit Upon the death of an employee, compensation at the rate of said employee’s base rate, at the time of death, shall be paid to the employee’s widow, children, and/or estate for all unused vacation, paid holidays earned and one hundred percent (100%) of the accumulated but unused sick leave in pay up to a maximum of sixty (60) days at the time of death.

Section 14. Drug Free Workplace It is the intent and obligation of the City to provide a drug free work environment. This policy has been developed in recognition of and in response to the rights of

each individual as well as our responsibility to assist in the elimination of the national problem; particularly when the problem concerns our employees. The City Drug Free workplace policy is included as a part of this agreement and will only be modified as required by law or approved by the City.

Section 15. Period of Agreement This agreement shall continue in force and effect for three (3) months from its effective date of January 1, 2017 through March 31, 2017 and shall constitute the entire agreement between the City and the Deputy Finance Director. All rights and duties of both parties are specifically expressed in this Agreement.

Section 16. Other Provisions The Deputy Finance Director is required to attend all Cortland City Council Meetings and other city board meetings as determined by the Finance Director.

All ordinances and parts of ordinances contrary to the provisions of this ordinance shall be and the same is hereby repealed.

Section 17. This Ordinance having the procedural rules suspended shall take effect immediately to insure proper staffing that will guarantee that the business of the City will continue without interruption, which is in the best interests of the welfare of the residents of the City of Cortland.

PASSED IN COUNCIL THIS 23RD DAY OF NOVEMBER, 2016

ATTEST: _____
CLERK OF COUNCIL

PRESIDENT OF COUNCIL

FILED W/ MAYOR _____
DATE

MAYOR

DATE APPROVED _____

ROLL CALL
EMERGENCY
Edwards, absent
Keller, aye
Linville, aye
Moore, aye
Petrosky, aye
Piros, absent
Rowley, aye

ORDINANCE
Edwards, absent
Keller, aye
Linville, aye
Moore, aye
Petrosky, aye
Piros, absent
Rowley, aye

OFFICIAL SEAL