

AN ORDINANCE SETTING THE SALARY AND BENEFITS AND ESTABLISHING THE TERMS OF EMPLOYMENT FOR DAVID MORRIS, CHIEF OF POLICE OF THE CITY OF CORTLAND, OHIO AND DECLARING AN EMERGENCY

WHEREAS, it is necessary to set salary and benefits and terms of employment for employees of the City of Cortland; and,

WHEREAS, the following employee is subject to setting these terms, namely:

David Morris, Chief of Police

NOW, THEREFORE:

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

COMPENSATION

Section 1. Effective May 8, 2018, the City of Cortland does hereby approve the annual salary of \$63,142.15 to be paid to the above named employee. Effective October 1, 2018, the annual salary will be \$64,829.31. Effective October 1, 2019, the annual salary will be \$66,125.90.

SPECIAL COMPENSATION

Section 1. Compensatory Time When necessary, the employee may adjust his/her starting and ending times to accommodate work requirements. The Department Head is paid a salary and shall not receive compensatory time off or overtime for hours worked beyond the normal schedule. The Department Head is expected to either work or take authorized time off to account for the full pay period.

Section 2. Pension pickup The employer will pay 100% of the employee’s contribution to the Ohio Police and Fire Pension Fund. 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 3. Longevity After three (3) years of service, the employee shall be paid, effective with the anniversary date of employment, an additional amount, as follows:

- After three (3) yearsthree percent (3%)
- After seven (7) years.....five percent (5%)
- After fourteen (14) yearseight percent (8%)
- After twenty (20) years.....ten percent (10%)

SICK LEAVE

Section 1: 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.)

Section 2. 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 3. Personal Leave. Up to five (5) days of sick leave per year may be used for absence for personal reasons with Mayor's approval. Requests for personal leave should be made as soon as possible after the need for time off is identified. Personal leave requests will not be unreasonably denied.

Section 4. Accrued Sick Leave. Sick leave earned but unused during any period shall accumulate from year to year, and upon separation from the department, said employee or next of kin shall be entitled to one hundred percent (100%) of the accumulated but unused sick leave in pay up to a maximum of sixty (60) days.

Sick leave shall be used based upon the last in, first out (LIFO) method. Employee shall have the option of cashing out the sick leave they earn in the year they earn it. To do so, they must:

- A. Have a sick leave balance of three hundred twenty (320) hours after any sick leave is cashed out;
- B. Give notice of the intent to cash out unused sick leave by October 31st and shall be paid by separate check by December 15th;
- C. Employee may only cash in up to seventy (70) hours of sick leave in a given year.

This section applies only to sick leave that was earned from employment with the City of Cortland.

SPECIAL LEAVE

Section 1. 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 2. 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 employees 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 3. 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 4. Leave Without Pay. The City may grant temporary leave without pay for a period not to exceed one calendar year upon request, in writing, of an employee, and for good cause shown. Such requests will not be unreasonably denied.

Section 5. Combined Leave. An employee who has exhausted all available sick leave, but who is otherwise entitled to sick leave, shall be entitled to take vacation time prior to taking disability leave without pay.

SERVICE CONNECTED DISABILITY

Section 1. 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.

Section 2. 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.

PAID HOLIDAYS

Section 1. Designated paid holidays are as follows:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Section 2. Additionally, each employee is entitled to one (1) floating holiday per calendar year. The floating holiday may be taken at the request of the employee with three (3) days advance notice to and

approval of the Mayor. Notice of approval/denial shall be given no later than the work day following the day of the request.

Section 3. Employees shall be entitled a birthday holiday. The birthday holiday must be taken within the pay period that their birthday falls, upon advance approval of the Mayor.

Section 4. If any of the holidays in Section 1 fall on a Sunday, the following Monday shall be granted as a non-work day. If any of the holidays in Section 1 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.

VACATION

Section 1. Employees are entitled to vacation with pay based upon length of continuous service with the City as follows:

<u>Length of Service</u>	<u>Vacation</u>
One (1) through five (5) years	80 hours
After five (5) years	120 hours
After six (6) years	128 hours
After seven (7) years	136 hours
After eight (8) years	144 hours
After nine (9) years	152 hours
After ten (10) years	160 hours
After fourteen (14) years	180 hours
After seventeen (17) years	200 hours
After twenty-one (21) years	204 hours
After twenty-two (22) years	208 hours
After twenty-three (23) years	212 hours
After twenty-four (24) years	216 hours
After twenty-five (25) years	220 hours

Section 2. Earned vacation, according to the schedule in Section 1 above, shall be awarded on January 1st of each calendar year. Upon an Employee’s termination of service to the City, such employee shall be paid cash for accrued but unused vacation calculated at base rate. Should an employee be deceased, such unused vacation moneys shall be paid to the employee’s spouse. Should the employee have no spouse, said moneys shall be paid to the beneficiary listed on the employee’s city life insurance policy.

Section 3. Years of service shall be computed in the same manner as is seniority and shall include credit for active military service, provided that such military time is served after the onset of employment with the City.

Section 4. Employees may accumulate vacation time in accordance with the provisions of Ohio law. Employees may cash out vacation time in the year earned, rather than taking the time off work. Requests for vacation cash out must be made to the Finance Director’s office by October 31st and shall be paid by separate check on or before December 15th.

Section 5. Unused vacation time accumulated prior to the effective date of this agreement shall be retained and taken at such time and such amounts as provided in this agreement.

Section 6. Eligible employees may request vacation leave commencing with the first full pay period following completion of the applicable required years of service. No employee shall be entitled to vacation until completion of one (1) full year of continuous service with the City.

MEDICAL BENEFITS AND INSURANCE

Section 1. 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 09/01/2017. The employee may elect single, employee and child, employee and spouse or family (dependent) coverage.

Section 2. Payment of the health insurance premium shall be as follows:

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MAY 7, 2018

Effective September 1, 2017, Employee shall pay ten percent (10%) of the premium amount or monthly cap amount stated herein, whichever is less:

<u>HSA</u>	
Single	\$57.00
Employee and Child	\$105.00
Employee and Spouse	\$114.00
Family	\$160.00

Effective September 1, 2018, Employee shall pay eleven percent (11%) of the premium amount or monthly cap amount stated herein, whichever is less:

<u>HSA</u>	
Single	\$63.00
Employee and Child	\$116.00
Employee and Spouse	\$125.00
Family	\$180.00

Effective September 1, 2019, Employee shall pay twelve percent (12%) of the premium amount or monthly cap amount stated herein, whichever is less:

<u>HSA</u>	
Single	\$68.00
Employee and Child	\$127.00
Employee and Spouse	\$137.00
Family	\$195.00

1. City will pay the remaining premium for all coverage options.
2. City will fund the HSA Account Deductibles in the amount of \$2,000 for single coverage and \$4,000 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

Section 3. 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.....	\$ 2,500
(Insurance limited to \$100 for dependents age 15 days to 6 months)	

Section 4. Opt Out – In the event the employee chooses to opt out of the City’s health plan, he may do so on the first date of hire or 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 the following:

Employee and Child	\$200.00 per month
Employee and Spouse	\$300.00 per month
Family	\$400.00 per month

payable monthly in the pay period that includes the policy anniversary date.

Section 5. Health Insurance Incentive: The employee shall receive 1.5% of their Base Rate + Longevity of pay on the first full pay in January.

DEATH BENEFIT

Section 1. 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.

DRUG FREE WORKPLACE

Section 1. 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 as approved by the City.

PERIOD OF AGREEMENT

Section 1. This agreement shall continue in force and effect for three (3) years from its effective date of May 8, 2018 through September 30, 2020 and shall constitute the entire agreement between the City and the Chief of Police. All rights and duties of both parties are specifically expressed in this Agreement.

OTHER PROVISIONS

Section 1. The Chief of Police is required to attend all Cortland City Council Meetings and other city board meetings as determined by the Mayor.

Section 2. The Chief of Police will be able to work and be compensated for any extra detail or event that is solely paid for by funds from a grant or allowance using other than City of Cortland funds. The Chief of Police will be paid at a one and one-half (1.5) times hourly rate pay. This rate will be computed by taking the annual salary divided by 2080 hours then multiplying by 1.5 to arrive at the hourly billing rate.

Section 3. The City shall pay educational incentive pay when the same is consistent with existing Ohio State Statute 124.491 of the Ohio Revised Code controlling the same.

Section 4. The Chief of Police is entitled to a uniform allowance of one thousand dollars (\$1,000) per year.

Section 5. The City shall repair or replace the personal items listed below that are lost, stolen or damaged while the Chief of Police is performing police related duties. The City agrees to pay up to the costs assigned the items with yearly maximum amount that the City will be responsible for will be five hundred dollars (\$500). If, at a later date, the Chief of Police is reimbursed by a Court, suspect, victim’s compensation program or insurance, the Chief of Police shall reimburse such funds to the City.

Glasses, contacts, prescription sunglasses	\$250.00
Non-prescription sunglasses	\$ 50.00
Flashlight	\$125.00
Watch	\$ 50.00
Dentures/Partials	\$150.00
Uniform Clothing Items	\$200.00
Gloves	\$ 30.00

Section 6. The City shall replace the Chief of Police’s vest or body armor if such vest is worn or used in the line of duty. The vest will be replaced with the same or better quality and threat level. Vest replacement will be based upon manufacturer’s recommendation.

Section 7. The Chief of Police has the right to purchase his duty weapon and badge for one (\$1) dollar upon retirement.

Section 8. All ordinances and parts of ordinances contrary to the provisions of this ordinance shall be and the same is hereby repealed.

Section 9. 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 7TH DAY OF MAY, 2018

O-16-18

MAY 7, 2018

ATTEST: _____
CLERK OF COUNCIL

VICE PRESIDENT OF COUNCIL

FILED W/ MAYOR _____
DATE

MAYOR

DATE APPROVED _____

ROLL CALL
EMERGENCY

Edwards, aye
Fleischer, aye
Keller, aye
Moore, aye
Petrosky, absent
Piros, aye
Rowley, aye

ORDINANCE

Edwards, aye
Fleischer, aye
Keller, aye
Moore, aye
Petrosky, absent
Piros, aye
Rowley, aye

OFFICIAL SEAL