

CHAPTER 153
Employees Generally

EDITOR'S NOTE: Council annually enacts an ordinance containing provisions relative to the creation of positions and compensation received by City officers and employees which is not codified herein since it is subject to frequent change. Consult the Clerk of Council for current ordinances pertaining to positions and salaries or wages therefor.

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CROSS REFERENCES

- Welfare - see Ohio Const., Art. II, Sec. 34
- Workmen's compensation - see Ohio Const., Art II, Sec. 35;
Ohio R.C. Ch. 4123
- Wages and hours on public works - see Ohio Const., Art. II,
Sec. 37; Ohio R.C. Ch. 4115
- Salaries, compensation and bonds - see CHTR. Art. III, Sec. 11
- Civil service - see CHTR. Art. V; Ohio R.C. Ch. 124
- Charter effect on existing rights - see CHTR. Art. X, Sec. 2
- Conflict of interest - see CHTR, Art. X, Sec. 1; Ohio R.C.
2921.42, 2921.43, GEN. OFF. 525.10
- Reinstatement after military service - see Ohio R.C. 124.28, 124.29
- Sick leave - see Ohio R.C. 124.38
- Public Employees Retirement System - see Ohio R.C. Ch. 145
- Expenses for attendance at conference or convention - see
Ohio R.C. 733.79
- Strikes by public employees - see Ohio R.C. Ch. 4117 and
Labor Contracts

153.01 MILITARY LEAVE.

(a) Employees ordered to military duty by the Ohio National Guard or the United States Armed Forces shall, as soon as practical, on receipt of orders request a leave of absence through his immediate supervisor. A leave of absence shall be granted in accordance with appropriate federal and state statutes, local Ordinances and Civil Service Rules and Regulations.

(b) Upon completion of military service, and upon written application within ninety (90) days by such employee, such employee shall be reinstated in the employee's former position and rank without loss of seniority. The time during which such employee served in the military of the United States shall be credited to the employee's length of service as though the City employed the employee during such time.

(c) Any employee who is a member of a reserve force of the United States or of the State of Ohio, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or of the State of Ohio, shall be granted a paid leave of absence following ORC Section 5903.01 (G) and (H) and any amendments thereto, and ORC Section 5923.05 (A), (B) and (C) and any amendments thereto.
(Ord. No. 67-04. Passed 5/10/04.)

**153.015 EXEMPT AND NON-EXEMPT EMPLOYEES, OVERTIME
COMPENSATION AND COMPENSATORY TIME.**

(a) For the purposes of this section, all employees shall be defined and/or classified as either exempt or non-exempt pursuant to the Fair Labor Standards Act. Final determination of such status will be made by the Human Resources Administrator, based on an analysis of the job description and criteria established by the FLSA.

(b) Exempt employees shall refer to those employees who meet the criteria for exempt status according to the guidelines established in the FLSA.

(c) Exempt employees are not eligible for overtime. However, supervisory and professional employees, excluding elected officials, who are considered to be exempt from the FLSA, may, with written approval from the Mayor, accumulate compensatory time off on an hour-for-hour basis for hours actually worked in excess of forty (40) hours per work week. Such accrued compensatory time shall be limited to twenty-four (24) hours, and must be used within thirty (30) days of accrual. In no case will any compensatory time be paid to an exempt employee upon termination of employment with the City.

(d) Non-exempt employees are entitled to overtime or compensatory time subject to the following guidelines:

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1. Time worked in excess of forty (40) hours per work week is considered overtime and requires the prior approval of the employee's department head.

2. For such overtime, the employee will be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, or the employee may take compensatory time at the rate of one and one-half (1-1/2) hours, for each hour worked. (Note: Some seasonal employees of the Recreation Department are exempt from the provisions of the FLSA, and should consult the Direction of Recreation.)

3. "Time Worked" for the purpose of calculating overtime shall include paid working time, and excludes vacation, holiday time, sick leave, compensatory time, and paid lunch time. Therefore, employees who have a scheduled work week of 35 hours, but are paid for lunch hour, will receive straight time for hours worked over 35 but less than 41 hours.

4. When attendance at meetings, conferences, or training sessions is required by the City, travel time and time actually spent in meeting sessions will be considered time worked for calculating overtime. Meal breaks will be counted as time worked only when the meal is an integral part of a required meeting. Travel or meeting time is not considered time worked if attendance at the meeting or class is not required.

5. Compensatory time may accrue up to eighty (80) hours, and must be used within thirty (30) calendar days from the date earned.

6. Upon termination of employment for any reason, all accumulated time will be paid at the employee's rate of pay at the time of termination, up to the maximum eighty (80) hours.

(e) The above provisions concerning overtime and compensatory time do not apply to bargaining unit members whose overtime and compensatory time is regulated by a collective bargaining agreement.
(Ord. No. 66-04. Passed 6/14/04.)

153.02 SICK LEAVE FOR EMPLOYEES.

(a) Each full-time employee of the City shall be entitled for each completed forty (40) hours of service to sick leave of two and three-tenths (2.3) hours with pay. However, such an employee shall not receive sick leave credit for hours of service in excess of forty (40) hours in any one week.
(Ord. No. 154-03. Passed 9/8/03.)

(b) When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every hour of absence from previously scheduled work.

(c) Unused sick leave shall be accumulated up to 1080 hours. However, an employee who has accumulated sick leave in excess of 960 hours at the end of any calendar year shall be given time off during the following calendar year at the rate of one (1) hour off for each three (3) hour period of sick leave in excess of 960 hours, or said employee may option to receive pay at the rate of straight time for their rate at the same ratio of one (1) hour for each three (3) hour period of sick leave in excess of 960 hours. Such time off or monetary compensation shall eliminate the sick leave in excess of 960 hours. The option to receive monetary compensation in lieu of time off must be exercised by giving notice to the Finance Department prior to December 31st of the year in which the excess is earned. (Ord. 16-82. Passed 2-8-82.)

(d) In addition to the above sick leave benefits, a new employee of the City shall, at the time of his appointment, be credited with 120 hours of job-related sick leave. Such job-related sick leave may be used only in the employee's first year of service and only for injuries received by the employee in the performance of his duties with the City. Any part of the employee's job-related sick leave not so used shall be forfeited and be eliminated from the employee's sick leave balance.

(e) Employees may use sick leave upon the approval of the Director of Public Safety-Service or the Mayor for absence due to such employee's personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and to illness, injury or death in the employee's immediate family.

(f) The Director of Public Safety-Service shall require an employee to furnish a satisfactory written statement, signed by the employee, to justify the use of sick leave, including the job-related sick leave provided for first year employees. If medical attention is required, the Director may require a certificate stating the nature of the illness or injury from a licensed physician. Falsification of either the written signed statement or the physician's certificate shall be grounds for disciplinary action, including dismissal.

(g) An employee who transfers from the State or any of its political subdivisions to the City shall be credited with the unused balance of his accumulated sick leave up to the maximum permitted in this section, provided proof of such sick leave credit is furnished in writing by the employee's former employer.

(h) This section does not interfere with existing unused sick leave credit in any agency or government where attendance records are maintained and credit has been given employees for unused sick leave. (Ord. No.16-82. Passed 2-8-82.)

153.025. SICK LEAVE DONATION

With advance approval of the Mayor, an employee may transfer unused sick leave to another employee for use by such other employee when no further sick leave is available to such other employee. Such transfer shall result in a deduction

from the transferring employee's sick leave accumulation on the basis of one hour for every one hour transferred. Any such transfer shall be no less than eight (8) hours, and no more than two hundred forty (240) hours per calendar year. (Ord. No. 3-06. Passed 1/09/06.)

153.03. EMPLOYEE'S CASH PAYMENT FOR SICK LEAVE CREDIT.

An employee, except probationary, part-time, seasonal, employees having less than two (2) years' service with the City, and elected officials, shall be paid in cash for value of his accrued but unused sick leave credit at the time of his termination or retirement from active service. Such payment shall be based upon the employee's rate of pay at the time of retirement. In the case of salaried personnel, the factor of 2,080 shall be divided into the employee's annual salary to determine his hourly rate for purposes of computation hereunder. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. More than one payment may be made provided that no more than 960 hours is paid to any one employee for their years of service with the City of Rocky River. The provisions of this section shall not apply to unused job-related sick leave credit, for the first year employee nor to any sick leave credit transferred to the City by an employee's former employer. (Ord. 21-88. Passed 3-28-88).

153.04 SICK LEAVE FOR FIREMEN.

(a) Regular members of the Fire Division assigned to platoon duty shall be entitled for each completed 99.6 hours of service to sick leave of five and seventy-three hundredths (5.73) hours with pay. However, such a member shall not receive sick leave credit for hours of service in excess of 99.6 hours in any two (2) week period.

(b) When sick leave is used, it shall be deducted from the member's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

(c) Unused sick leave shall be cumulative up to 1,493 hours for 1997, 1,474 hours for the year 1998, 1,455 hours for the year 1999, 1,436 hours for the year 2000, 1,417 hours for the year 2001, 1,398 hours for the year 2002, 1,379 hours for the year 2003, 1,360 hours for the year 2004, 1,341 hours for year 2005 and thereafter. However, an employee who has accumulated sick leave in excess of 1,344 hours for the year 1997, 1,325 hours for the year 1998, 1,306 hours for the year 1999, 1,287 hours for the year 2000, 1,268 hours for the year 2001, 1,249 hours for the year 2002, 1,230 hours for the year 2003, 1,211 hours for the year 2004, 1,192 hours for the year 2005 and thereafter shall be given time off during the following calendar year at the rate of one (1) hour off for each three (3) hour period of sick leave in excess of 1,344 hours for the year 1997, 1,325 hours for the year 1998, 1,306 hours for the year 1999, 1,287 for the year 2000, 1,268 for the year 2001, 1,249 hours for the year 2002, 1,230 hours for the year 2003, 1,211

hours for the year 2004, 1,192 hours for the year 2005 and thereafter, or said employee may option to receive pay at the rate of straight time for their rate at the same rate of one (1) hour for each three (3) hour period of sick leave in excess of 1,344 hours for the year 1997, 1,325 hours for the year 1998, 1,306 hours for the year 1999, 1,287 hours for the year 2000, 1,268 hours for the year 2001, 1,249 hours for the year 2002, 1,230 hours for the year 2003, 1,211 hours for the year 2004, 1,192 hours for the year 2005 and thereafter. Such time off or monetary compensation in lieu of time off must be exercised by giving notice to the Finance Department prior to December 31 of the year in which the excess is earned.

(d) In addition to the above sick leave benefits, a new member of the Fire Division shall, at the time of his appointment, be credited with 149 hours of job-related sick leave. Such job-related sick leave may be used only in the member's first year of service and only for injuries received by the member in the performance of his duties with the City. Any part of the member's job-related sick leave not so used shall be forfeited and be eliminated from the member's sick leave balance.

(e) Members may use sick leave, upon the approval of the Director of Safety-Service or the Mayor, for absence due to such member's personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury or death in the member's immediate family.

(f) The Director of Public Safety-Service shall require a member to furnish a satisfactory written statement, signed by the member, to justify the use of sick leave, including the job-related sick leave provided for such first year member. If medical attention is required, the Director may require a certificate stating the nature of the illness or injury from a licensed physician. Falsification of either the written signed statement or the physician's certificate shall be grounds for disciplinary action, including dismissal.

(g) A member who transfers from the State or any of its political subdivisions to the City shall be credited with the unused balance of his accumulated sick leave up to the maximum permitted in this section, provided proof of such sick leave credit is furnished in writing by the member's former employer.

(h) This section does not interfere with existing unused sick leave credit in any agency of government where attendance records are maintained and credit has been given employees for unused sick leave. (Ord. 149-97. Passed 9-22-97.)

153.05 FIREMEN CASH PAYMENT FOR SICK LEAVE CREDIT.

A regular member of the Fire Division assigned to platoon duty, except those members having less than two (2) years service with the City, shall be paid in cash for value of his accrued but unused sick leave credit at the time of his termination

or retirement from active service. Such payment shall be based upon the member's rate of pay at the time of retirement. In the case of salaried personnel, the factor of 2,912 shall be divided into the member's annual salary for all hours earned before January 1, 1997 to determine his hourly rate for purposes of computation and after January 1, 1997 at his current rate of pay. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the member at that time. More than one payment may be made provided that no more than 1,344 hours for the year 1997, 1,325 hours for the year 1998, 1,306 hours for the year 1999, 1,287 hours for the year 2000, 1,268 hours for the year 2001, 1,249 hours for the year 2002, 1,230 hours for the year 2003, 1,211 hours for the year 2004, 1,192 hours for the year 2005 and thereafter is paid to any one employee for their years of service with the City of Rocky River. The provisions of this Section shall not apply to unused job-related sick leave credit for any first year member and not to any sick leave credit transferred to the City by a member's former employer. (Ord. 150-97. Passed 9-22-97.)

153.055 LEAVE OF ABSENCE FOR EMPLOYEES AND FAMILY AND
MEDICAL LEAVE FOR EMPLOYEES.

A. Personal Leave of Absence.

1. The Mayor of the City of Rocky River may grant a leave of absence without pay to an employee in the classified or unclassified service for any personal reason. An employee must request, in writing, all leaves of absence without pay. The Request shall state reasons for taking a leave of absence and the dates for which such leave is being requested. A personal leave of absence is subject to the following provisions:

- (a) Length of Leave. Personal leaves of absence may be granted for a maximum duration of six (6) months.
- (b) Abuse of Leave. If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the Mayor may cancel the leave and direct the employee to report for work by giving written notice to the employee.
- (c) Failure to Return. Any employee who fails to return to duty within three (3) working days of the completion of or the valid cancellation of a leave of absence without pay may be removed from his or her position in accordance with Section 124.34 of the Ohio Revised Code, if a classified employee, or at the discretion of the Mayor if an unclassified employee. An employee who fails to timely return from a leave of absence without pay and who is subsequently removed from his or her position is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.
- (d) Return to Service. Upon completion of a leave of absence without pay,

he employee shall be returned to the same or similar position with the employee's former classification. If the employee's former classification no longer exists, the employee shall, with the approval of the Mayor, be assigned to a position in a classification similar to that formerly occupied. The employee may be returned to active pay status prior to the original scheduled expiration of the leave if such earlier return is agreed to by both the employee and the Mayor.

(e) Civil Service Examinations. A provisional employee who is on a leave of absence without pay is responsible for obtaining information about and participation in any test given for the employee's classification during such leave and may be replaced from an eligible list.

(f) Service Credit. Authorized leaves of absence without pay shall count as service credit for annual step increases, layoff purposes, and for computing the amount of vacation leave, provided the employee is properly returned to service and is not serving a probationary period. Employees that do not timely return from a leave of absence shall not receive service credit for the time spent on such leave.

(g) Reporting Leaves. The Mayor shall report to the Civil Service Commission the name of the classified employee who is on any leave of absence without pay which extends for one (1) pay period or longer, and the subsequent return from such a leave. Any leave of absence without pay shall be reported for an employee serving a probationary period.

(h) Probationary Period of an Employee on a Leave of Absence Without Pay. The period during which an employee is on a leave of absence without pay shall not be counted toward an employee's original or promotional probationary period.

(i) An Employee on a Leave of Absence without Pay. An employee on a leave of absence without pay shall not be entitled to earn credits toward sick time, vacation time and/or holidays.

B. Family and Medical Leave.

1. The City shall provide up to twelve (12) weeks of unpaid, job-protected leave during a twelve-month period for a) Family Leave: the birth of a child and to care for such child, for the placement of a child for adoption or foster care, and/or b) Medical Leave: to care for a spouse or an immediate family member with a serious health condition, or when the employee is unable to work because of a serious health condition. The City hereby establishes the following provisions for Family and Medical Leave:

(a) Entitlement and Leave.

Employees who have completed at least one year of employment and who have worked 1,250 hours or more hours during the previous twelve (12)

month period will be entitled to 12 weeks unpaid family/medical leave during a twelve-month period. Leave may be taken intermittently, but the twelve (12) month period is based on a calendar year; and

(b) Notification and Approval.

When the need for leave is foreseeable, the employee should request the leave, at least 30 days in advance of the first day of the planned absence, or as soon as possible if the leave is not foreseeable. Notification must be to the employee's supervisor, and to the Human Resources Administrator who will review the eligibility of the FMLA event. Even if the employee does not specifically request family/medical leave, the City has an obligation to designate family/medical leave where the circumstances would indicate an FMLA-qualifying event. If eligible, the leave is then subject to approval by the Mayor; and

(c) Sick/Vacation Leave Use and Leave Certification.

Employees who have sick or vacation leave balances available shall use those benefits concurrently with their family/medical leave to receive 100% of their regular rate of pay while they are on the leave for non-related injuries/illnesses. If the leave is for a serious health condition, certification from the health care provider will be required; and

(d) Health Insurance Coverage and Reinstatement.

During FMLA leave, the City will maintain any pre-existing group health insurance coverage and will reinstate the employee to the same or an equivalent job with equivalent employment benefits, pay, and other terms and conditions of their employment with the City. All benefits accrued prior to the leave will remain intact, however, the employee will not accrue benefits during any unpaid portion of the leave.

C. Life Insurance and Medical Coverage.

1. If requested by the employee before the leave of absence is started, the City shall continue in effect any life insurance and/or medical coverage for an employee during the period of a leave of absence permitted hereunder. However, an employee on a personal leave of absence shall reimburse the City of Rocky River for all life insurance and medical coverage premiums paid for by the City of Rocky River for such employee during the leave of absence period permitted hereunder except that an employee on a leave of absence as authorized by Section B above, shall not have to reimburse the City of Rocky River for medical coverage premiums during such leave.

2. An employee who is on leave of absence as a result of a job-related injury or illness and who is receiving Workers' Compensation temporary total disability benefits shall continue to receive Life Insurance and Medical Coverage. (Ord. No. 68-04. Passed 5/10/04.)

153.06 HOLIDAYS.

(a) Each full-time city employee shall, in addition to his established annual vacation leave, be entitled to receive the following paid holidays: one-half (1/2) day before New Year's Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, one-half (1/2) day before Christmas Day, and Christmas Day. If either New Year's Day or Christmas Day falls on a Saturday or Sunday, the one-half day paid holiday before such day shall be eliminated, and any Saturday holiday will be taken on the preceding Friday and any Sunday holiday shall be taken on the following Monday. In place of these half days, each full-time city employee shall receive one floating holiday to be taken at any time during the year with the approval of his/her division or department head.

(b) Each full time city employee shall also be entitled to receive each year one (1) additional paid holiday, which shall be selected by the employee with the approval of his division or department head.
(Amended Ord. No. 155-03.) (Passed 12/08/03.)

**153.061 HOLIDAYS FOR EMPLOYEES OF THE WASTEWATER
TREATMENT PLANT BARGAINING UNIT**

(a) Effective January 1, 2000 each full time employee of the Wastewater Treatment Plant and a member of the bargaining unit, shall in addition to his established annual vacation leave, be entitled to receive each year eleven (11) paid holidays as follows: one-half (1/2) day before New Year's Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, one-half (1/2) day before Christmas Day and Christmas Day.
(Ord. No. 179-02 Passed 11/25/02.)

(b) Each full time employee of the Wastewater Treatment Plant and a member of the bargaining unit, shall also be entitled to receive each year, one (1) additional paid holiday, which additional day shall be selected by the employee with the approval of the Division or Department Head.

**153.062 HOLIDAYS FOR EMPLOYEES OF THE SERVICE DIVISION
BARGAINING UNIT**

(a) Effective January 1, 2000 each full time employee of the Service Division Bargaining Unit shall, in addition to his established annual vacation leave, be entitled to receive each year eleven (11) paid holidays as follows: one-half (1/2) day before New Year's Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, one-half (1/2) day before Christmas Day and Christmas Day.
(Ord. No. 180-02. Passed 11/25/02.)

(b) Each full-time member of the Service Division Bargaining Unit, shall also be entitled to receive each year, one (1) additional paid holiday, which additional day shall be selected by the employee with the approval of the Division or Department Head.

153.063 HOLIDAYS FOR EMPLOYEES OF THE FIRE DIVISION
BARGAINING UNIT

(a) Effective January 1, 1997 each full time employee of the Fire Division Bargaining Unit shall, in addition to his established annual vacation period, be entitled to receive each year, eleven (11) paid holidays as follows: one-half (1/2) day before New Year's Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, one-half (1/2) day before Christmas Day and Christmas Day.

(b) Each full time employee of the Fire Division not assigned to Platoon Duty shall also be entitled to receive each year, an additional paid holiday, which additional day shall be selected by the employee with the approval of the Division Head.

(c) Each member of the Fire Division assigned to Platoon Duty shall also be entitled to receive Easter Day as their 12th paid holiday.

(d) For those regular members of the Fire Division assigned to Platoon Duty, the said twelve (12) holiday period provided shall be deemed to consist of 144 hours.

(e) Members of the Fire Division assigned to Platoon Duty will be paid half time additional for actual hours worked on the City's twelve (12) legal holidays. (Ord. No. 41-97. Passed 3/10/97.)

153.064. HOLIDAYS FOR EMPLOYEES OF THE PATROLMEN
BARGAINING UNIT AND THE OFFICERS BARGAINING
UNIT OF THE POLICE DIVISION

(a) Effective January 1, 1997 each full-time member of the Police Division shall, in addition to his established annual vacation period, be entitled to receive each year eleven (11) paid holidays as follows: one-half (1/2) day before New Year's Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, one-half (1/2) day before Christmas Day and Christmas Day.

(b) Each full-time employee of the Police Division not assigned to shift duty shall also be entitled to receive each year, one additional paid holiday, which additional day shall be selected by the employee with the approval of the Division Head.

(c) Each member of the Police Division assigned to shift duty shall also be entitled to received Easter Day as a paid holiday.

(d) Members of the Police Division assigned to shift duty will be paid half time additional for actual hours worked on the City's legal holidays.(Ord. No. 42-97. (Ord. No. 42-07. Passed 3/10/97.)

153.07 OFFICIALS BONDS.

The official bond (surety) of the Finance Director is fixed at Fifty Thousand Dollars (\$50,000.00) which is ordered procured and the premium therefore shall be paid by the City. A blanket surety bond is also ordered to protect the City in case of default by any other City employee, except police officers, firemen, bailiffs, and elected officials, such bond being in the amount of Fifty Thousand Dollars (\$50,000.00), and the premium for which shall be paid by the City. (Ord. 97-94. Passed 7-11-94.)

153.08 TRAVEL EXPENSES AND MILEAGE ALLOWANCE.

(a) TRAVEL.

Travel for meetings, conferences or conventions, or travel to conduct official City business during the course of an employee's regular duties, must be authorized by the employee's supervisor, the Mayor, and the Director of Finance before travel plans can be made. The employee must submit a purchase order to obtain a State of Ohio Tax Exemption Certificate from the Finance Department.

When operating or riding in a City vehicle, employees are required to use seat belts as both driver and passenger. Failure to use seat belts while operating or riding in a City vehicle may result in a disciplinary action. Drivers of City vehicles must have a valid State of Ohio driver's license.

(b) EXPENSE REIMBURSEMENT

Every travel expense must be documented with an itemized receipt, and attached to a Detailed Statement of Personal and Traveling Expenses form, submitted to the Finance Director and the Mayor for approval.

Reasonable and necessary expenses related to meals will be allowed, if travel extends through a normal meal period, and meals are not included as part of a workshop or seminar. Good judgment should be exercised in incurring meal expenses using the following as guidelines:

Breakfast	\$ 7.50
Lunch	\$10.00
Dinner	\$25.00

Taxes on meals will be reimbursed as well as gratuities up to 15%.

Whenever it is necessary for employees to use their personal automobiles in the performance of their regular duties and to conduct business on behalf of the City, they will be reimbursed at the applicable rate per mile designated by the Internal Revenue Service. Parking and highway tolls will be reimbursed if properly documented with receipts.

An employee on overnight travel may be reimbursed for one personal telephone call of a reasonable duration.

No reimbursement will be made for:

- (i) State of Ohio Sales Tax – Employees must obtain a State of Ohio Tax Exemption Certificate from the Finance Department to present when paying for lodging or other authorized purchases.
- (ii) Alcoholic beverages.
- (iii) Entertainment, in-room movies, restocking in-room snacks, dry cleaning or laundry charges.

(Ord. No. 69-04. Passed 5/10/04.)

153.09 VACATION LEAVE FOR EMPLOYEES.

(a) Effective January 1, 1994, each full-time employee and officer of the City, except regular members of the Fire Division assigned to platoon duty, Police Officers and Patrolmen assigned to regular duty, and elected officials, after service of one (1) year with the City, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, 80 hours of vacation leave with full pay. Those full-time members with eight (8) or more years of service with the City shall have earned and be entitled to 120 hours of vacation leave with full pay and those members with thirteen (13) or more years of service with the City shall have earned and be entitled to 160 hours of vacation leave with full pay.

(b) Such vacation leave shall accrue to the employee at the rate of six and two-thirds (6-2/3) hours each monthly period for those entitled to 80 hours per year; ten (10) hours each monthly period for those entitled to 120 hours per year; and thirteen and one-third (13-1/3) hours each monthly period for those entitled to 160 hours per year.

(c) An employee shall not accumulate vacation leave in excess of twice his current annual vacation benefits and shall forfeit his right to take or to be paid for any vacation leave in excess thereof. Such excess leave shall be eliminated from the employee's leave balance.

(d) Time already served by such a member in the service of the City prior to the effective date of this section shall be credited to such member's service time for purposes of computation of vacation leave.

(e) Upon separation from the service of the City, for any reason, an employee or his legal representative shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation to his credit at the time of

separation. Upon such payment the position shall be deemed vacant.
(Ord. No. 159-95. Passed 12/18/95.)

(f) Notwithstanding anything to the contrary in this Section, the Mayor may grant additional vacation time to a newly hired Director or Commissioner to be used between the date of hire and the date the new Director or Commissioner would first be credited with a full two weeks (ten days), and/or grant an annual complement of vacation time under the existing vacation system. The amount of vacation time granted to the new Director or Commissioner for this purpose shall not exceed ten (10) days of vacation, and shall not be used until after three (3) full months of employment with the City. No payments shall be made for any unused portion of this vacation time if and when the new Director or Commissioner resigns.

(Ord. No. 40-02, Amended. Passed 4/22/02)

153.091 VACATION LEAVE FOR POLICE OFFICERS AND PATROLMEN.

(a) Effective January 1, 1995, each full time employee of the Police Officers and Patrolmen assigned to regular duty, after service of one (1) year with the City, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, 80 hours of vacation leave with full pay. Those full time members with five (5) or more years of service with the City shall have earned and be entitled to 120 hours of vacation leave with full pay, and those members with ten (10) or more years of service with the City shall have earned and be entitled to 160 hours of vacation leave with full pay, and those members with fifteen (15) or more years of service with the City shall have earned and be entitled to 200 hours of vacation leave with full pay, and those members with twenty (20) or more years of service with the City shall have earned and be entitled to 240 hours of vacation leave with full pay.

(b) Such vacation leave shall accrue to the employee at the rate of six and two-thirds (6-2/3) hours each monthly period for those entitled to 80 hours per year; ten (10) hours each monthly period for those entitled to 120 hours per year; and thirteen and one-third (13 1/3) hours each monthly period for those entitled to 160 hours per year; and sixteen and two-thirds (16-2/3) hours for each monthly period for those entitled to 200 hours per year, and twenty (20) hours each monthly period for those entitled to 240 hours per year.

(Ord. No. 181-02. Passed 11/25/02.)

(c) An employee shall not accumulate vacation leave in excess of twice his current annual vacation benefits and shall forfeit his right to take or to be paid for any vacation leave in excess thereof. Such excess leave shall be eliminated from the employee's leave balance.

(d) Time already served by such a member in the service of the Police Division prior to the effective date of this section shall be credited to such member's service time for purposes of computation of vacation leave.

(e) Upon separation from the service of the City, for any reason, an employee or his legal representative shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation to his credit at the time of separation. Upon such payment the position shall be deemed vacant.
(Ord. 160-95.) (12-18-95.)

153.10 VACATION FOR EMPLOYEES OF THE FIRE DIVISION BARGAINING UNIT.

(a) Members of the Fire Division assigned to Platoon Duty

(1) Effective January 1, 1997, regular members of the Fire Division assigned to platoon duty, after service of one (1) year with the Division, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, 120 hours of vacation leave with full pay. Those members of the Fire Division assigned to platoon duty with five (5) or more years of service with the Division shall have earned and be entitled to 168 hours of vacation leave with full pay and those members with ten (10) or more years of service with the Division shall have earned and be entitled to 240 hours of vacation leave with full pay. Those members of the Fire Division assigned to Platoon Duty with fifteen (15) or more years of service with the City shall have earned and be entitled to 288 hours of vacation leave with full pay and those members with twenty (20) or more years of service with the City shall have earned and be entitled to 360 hours of vacation leave with full pay.

(2) Such vacation leave shall accrue to such a member at the rate of ten (10) hours each monthly period for those entitled to 120 hours per year; fourteen (14) hours each monthly period for those entitled to 168 hours per year; and twenty (20) hours each monthly period for those entitled to 240 hours per year; twenty-four (24) hours each monthly period for those entitled to 288 hours per year and thirty (30) hours each monthly period for those entitled to 360 hours of vacation leave with full pay.

(3) An employee shall not accumulate vacation leave in excess of twice his current annual vacation benefits and shall forfeit his right to take or to be paid for any vacation leave in excess thereof. Such excess leave shall be eliminated from the employee's leave balance.

(4) Time already served by such a member in the service of the Fire Division prior to the effective date hereof shall be credited to such member's service time for purposes of computation of vacation leave.

(5) Vacation scheduling policies shall be conformed around the rules and regulations of the Division.

(6) Upon separation from the service of the City, for any reason, a member or his legal representative shall be entitled to compensation at this current rate of pay for all lawfully accrued and unused vacation to his credit at the time of separation. Upon such payment the position shall be deemed vacant.

(b) Members of the Fire Division assigned to a regular work week consisting of forty (40) hours per week

(1) Effective January 1, 1997, each full time employee of the Fire Division assigned to a regular work week consisting of forty (40) hours per week, after service of one year with the City, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, 80 hours of vacation leave with full pay. Those full-time members with five (5) or more years of service with the City shall have earned and be entitled to 120 hours of vacation leave with full pay, those members with ten (10) or more years of service with the City shall have earned and be entitled to 160 hours of vacation leave with full pay, those members with fifteen (15) or more years of service with the city shall have earned and be entitled to 200 hours of vacation leave with full pay, and those member with twenty (20) or more years of service with the city shall have earned and be entitled to 240 hours of vacation leave with full pay.

(2) Such vacation leave shall accrue to the employee at the rate of six and two-thirds ($6 \frac{2}{3}$) hours each monthly period for those entitled to 80 hours per year; ten (10) hours each monthly period for those entitled to 120 hours per year; and thirteen and one-third ($13 \frac{1}{3}$) hours each monthly period for those entitled to 160 hours per year; and sixteen and two-thirds ($16 \frac{2}{3}$) hours for each monthly period for those entitled to 200 hours per year and twenty (20) hours each monthly period for those entitled to 240 hours per year.

(Ord. No. 182-02. Passed 11/25/02.)

(3) An employee shall not accumulate vacation leave in excess of twice his current annual vacation benefits and shall forfeit his right to take or to be paid for any vacation leave in excess thereof. Such excess leave shall be eliminated from the employee's leave balance.

(4) Time already served by such a member in the service of the Fire Division prior to the effective date of this section shall be credited to such member's service time for purposes of computation of vacation leave.

(5) Vacation scheduling policies shall be conformed around the rules and regulations of the Division.

(6) Upon separation from the service of the City, for any reason, an employee or his legal representative shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation to his credit at the time of separation. Upon such payment the position shall be deemed vacant.

(Ord. 43-97. Passed 3-10-97.)

153.11 LIMITATION OF POLICE AND FIRE ACCUMULATION OF OVERTIME, OR HOLIDAY TIME.

(a) Members of the Police and Fire Divisions may accumulate overtime not to exceed eighty (80) hours. All overtime earned that exceeds eighty (80) hours shall be paid in the same pay that it is earned. (Ord. 13-82. Passed 2-8-82.)

(b) Any member of the Police or Fire Division being changed in rank shall be paid immediately for all overtime that he has accumulated and he shall commence the tenure of his new rank with no accumulated overtime hours.

(c) A member of the Police Division or Fire Division shall become eligible for the authorized holidays as each such holiday may occur and shall take such holiday leave before the next anniversary of such holiday. (Ord. 89-67. Passed 8-28-67.)

153.12 LONGEVITY COMPENSATION FOR THE EMPLOYEES OF NON BARGAINING UNITS

(a) Each full-time employee of Non Bargaining Units hired before January 1, 2003, the following longevity schedule shall apply:

(1) Each full-time employee of Non Bargaining Units shall receive on or before December 15 of each year as compensation for longevity for full-time continuous service as an employee of any department and/or division of the City, excluding any compensation earned by said employee for extra part-time work or overtime and excluding any time while said employee serves on active duty in the Armed Forces of the United States exceeding fifteen (15) days per year, an amount based on the annual salary or wages as of December 1 of that same year. For the purpose of computing the annual salary of those hourly-rated personnel, a factor of 2080 times the hourly rate will be considered as the employee's annual salary.

(2) Each employee with more than five (5) full years of full-time service on December 1 of each year, shall be eligible for longevity benefits based on the following schedule:

<u>Years of Service</u>	<u>Percentage of Applicable Annual Salary or Wage</u>
6-7	1%
8-9	1 1/2%
10-11	2%
12-13	2 1/2%
14-15	3%
16-17	3 1/2%
18-19	4%
20 to retirement	4 1/2%

For purposes of the above schedule, in calculating the number of years of service as of December 1 of each year, any fraction of the year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible employee on December 15 of each year. To be eligible for the above longevity benefits, an employee must be on the active service payroll as of December 1 of the year. In the event, however, that prior to December 1 of a year, a member retires from such department or division after twenty-five (25) years or more of service, or leaves such department or division under the disability provisions of the pension program, or dies while still on the active service payroll of such department or division, then the longevity benefits shall be prorated for such period of time. Such prorated longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such employee and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in his estate, in that order named.

(b) For each member of Non Bargaining Units hired after 1/1/03, the following longevity schedule shall apply:

(1) Each full-time employee of Non Bargaining Units shall receive on December 15 of each year as compensation for longevity for full-time continuous service as an employee of any department and/or division of the employer.

(2) Each member with more than five (5) full years of full-time service on December 1st of each year, shall be eligible for longevity benefits based on the following schedule:

<u>Years of Service</u>	<u>Amount</u>
6	\$600.00
7	\$700.00
8	\$800.00
9	\$900.00
10	\$1,000.00
11	\$1,100.00
12	\$1,200.00
13	\$1,300.00
14	\$1,400.00
15	\$1,500.00
16	\$1,600.00
17	\$1,700.00
18	\$1,800.00
19	\$1,900.00
20	\$2,000.00
21	\$2,100.00

22	\$2,200.00
23	\$2,300.00
24	\$2,400.00
25 to retirement	\$2,500.00

(3) For purposes of the above schedule, in calculating the number of years of service as of December 1 of each year, any fraction of the year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible employee on December 15 of each year. To be eligible for the above longevity benefits, an employee must be on the active service payroll as of December 1 of the year. In the event, however, that prior to December 1 of a year a member retires from such department or division after twenty-five (25) years or more of service or leaves such department or division under the disability provisions of the pension program or dies while still on the active service payroll of the department or division, then the longevity benefits shall be prorated for such period of time. Such pro-rated longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such employee and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in his estate, in that order named.

(Ord. No. 67-03. Passed 4/28/03.)

153.121 LONGEVITY COMPENSATION FOR THE EMPLOYEES OF
THE ROCKY RIVER WASTEWATER TREATMENT
BARGAINING UNIT

(a) Each full-time employee of the Rocky River Wastewater Treatment Plant Bargaining Unit shall receive on or before December 15 of each year as compensation for longevity for full-time continuous service as an employee of such department or division, excluding any compensation earned by said employee for extra part-time work or overtime and including any time while said employee served in active duty in the Armed Forces of the United States exceeding fifteen (15) days per year, an amount based on the annual salary or wages as of December 1 of that same year. For the purpose of computing the annual salary of those hourly-rated personnel, a factor of 2080 times the hourly rate will be considered as the employee's annual salary.

(b) That each member of the Rocky River Wastewater Treatment Plant with more than five (5) full years of full-time service on December 1 of each year shall be eligible for longevity benefits based on the following schedule:

<u>Years of Service</u>	<u>Percentage of Applicable Annual Salary or Wage</u>
6-7	1%
8-9	1 1/2%
10-11	2%
12-13	2 1/2%
14-15	3%
16-17	3 1/2%
18-19	4%
20 to retirement	4 1/2%

(c)(1) For purposes of the above schedule, in calculating the number of years of service as of December 1 of each year, any fraction of the year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible employee on December 15 of each year.

(2) To be eligible for the above longevity benefits, an employee must be on the active service payroll as of December 1 of the year. In the event, however, that prior to December 1 of a year, a member retires from such department or division after twenty-five (25) years or more of service, or leaves such department or division under the disability provisions of the pension program, or dies while still on the active service payroll of such department or division, then the longevity benefits shall be prorated for such period of time. Such prorated longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such employee and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in his estate, in that order named. (Ord. No 68-03. Passed 4/28/03.)

153.122 LONGEVITY COMPENSATION FOR THE EMPLOYEES OF SERVICE DIVISION BARGAINING UNIT

(a) Each full-time employee of the Service Division shall receive on December 15 of each year as compensation for longevity for full-time continuous service as an employee of any department and/or division of the employer.

(b) Each member with more than five (5) full years of full-time service on December 1st of each year, shall be eligible for longevity benefits based on the following schedule:

<u>Years of Service</u>	<u>Amount</u>
6	\$600.00
7	\$700.00
8	\$800.00
9	\$900.00
10	\$1,000.00

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11	\$1,100.00
12	\$1,200.00
13	\$1,300.00
14	\$1,400.00
15	\$1,500.00
16	\$1,600.00
17	\$1,700.00
18	\$1,800.00
19	\$1,900.00
20	\$2,000.00
21	\$2,100.00
22	\$2,200.00
23	\$2,300.00
24	\$2,400.00
25 to retirement	\$2,500.00

(c) For purposes of the above schedule, in calculating the number of years of service as of December 1 of each year, any fraction of the year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible employee on December 15 of each year.

To be eligible for the above longevity benefits, an employee must be on the active service payroll as of December 1 of the year. In the event, however, that prior to December 1 of a year a member retires from the Service Division after twenty-five (25) years or more of service or leaves the Service Division under the disability provisions of the pension program or dies while still on the active service payroll of the Service Division, then the longevity benefits shall be prorated for such period of time. Such pro-rated longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such employee and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in his estate, in that order named.
(Ord. No. 69-03. Passed 4/28/03.)

153.123 LONGEVITY COMPENSATION FOR THE EMPLOYEES OF THE FIRE DIVISION BARGAINING UNIT

(a) Effective January 1, 2000 each full-time employee of the Fire Division Bargaining Unit shall receive on December 15 of each year as compensation for longevity for full-time continuous service as an employee of the Division of Fire, excluding any compensation earned by said employee for extra part-time work or overtime and including any time while said employee served in active duty in the Armed Forces of the United States exceeding fifteen (15) days per year, an amount based on the annual salary or wages as of December 1st of that same year.

(b) That each member of the Fire Division Bargaining Unit with more than five (5) full years of full-time service on December 1st of each year shall be eligible for longevity benefits based on the following schedule:

<u>Years of Service</u>	<u>Percentage of Applicable Annual Salary or Wage</u>
6-7	1%
8-9	1-1/2%
10-11	2%
12-13	2-1/2%
14-15	3%
16-17	3-1/2%
18-19	4%
20 to retirement	5%

(c)(1) For purposes of the above schedule, in calculating the number of years of service as of December 1 of each year, any fraction of the year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible employee on December 15 of each year.

(2) To be eligible for the above longevity benefits, each member of the Fire Division Bargaining Unit must be on the active service payroll as of December 1st of the year. In the event, however, that prior to December 1st of a year, a member retires from the Fire Division after twenty-five (25) years or more of service, or leaves the Fire Division under the disability provisions of the pension program, or dies while still on the active service payroll of the Fire Division, then the longevity benefits shall be prorated for such period of time. Such prorated longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such employee and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in this estate, in that order named. (Ord. No. 23-06. Passed 2/27/06.)

153.124 LONGEVITY COMPENSATION FOR THE EMPLOYEES OF THE PATROLMEN BARGAINING UNIT

(a) Each full-time employee of the Police Division hired before January 1, 2003, the following longevity schedule shall apply:

(1) Each member of the Police Division shall receive on or before December 15 of each year as compensation for longevity for full-time continuous service as an employee of any department and/or division of the City, excluding any compensation earned by said employee for extra part-time work or overtime and excluding any time while said employee serves on active duty in the Armed Forces of the United States exceeding fifteen (15) days per year, an amount based on the annual salary or wages as of December 1 of that same year. For the purpose of computing the annual salary of those hourly-rated personnel, a factor of 2080 times the hourly rate will be considered as the employee's annual salary.

(2) Each employee with more than five (5) full years of full-time service on December 1 of each year shall be eligible for longevity benefits based

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on the following schedule:

<u>Years of Service</u>	<u>Percentage of Applicable Annual Salary or Wage</u>
6-7	1%
8-9	1 1/2%
10-11	2%
12-13	2 1/2%
14-15	3%
16-17	3 1/2%
18-19	4%
20 to retirement	4 1/2%

For purposes of the above schedule, in calculating the number of years of service as of December 1 of each year, any fraction of the year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible employee on December 15 of each year. To be eligible for the above longevity benefits, an employee must be on the active service payroll as of December 1 of the year. In the event, however, that prior to December 1 of a year, a member retires from such department or division after twenty-five (25) years or more of service, or leaves such department or division under the disability provisions of the pension program, or dies while still on the active service payroll of such department or division, then the longevity benefits shall be prorated for such period of time. Such prorated longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such employee and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in his estate, in that order named.

(b) For each member of the Police Division hired after 1/1/03, the following longevity schedule shall apply:

(1) Each full-time employee of the Police Division shall receive on December 15 of each year as compensation for longevity for full-time continuous service as an employee of any department and/or division of the employer.

(2) Each member with more than five (5) full years of full-time service on December 1st of each year shall be eligible for longevity benefits based on the following schedule:

<u>Years of Service</u>	<u>Amount</u>
6	\$600.00
7	\$700.00
8	\$800.00
9	\$900.00
10	\$1,000.00
11	\$1,100.00
12	\$1,200.00

13	\$1,300.00
14	\$1,400.00
15	\$1,500.00
16	\$1,600.00
17	\$1,700.00
18	\$1,800.00
19	\$1,900.00
20	\$2,000.00
21	\$2,100.00
22	\$2,200.00
23	\$2,300.00
24	\$2,400.00
25 to retirement	\$2,500.00

(3) For purposes of the above schedule, in calculating the number of years of service as of December 1 of each year, any fraction of the year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible employee on December 15 of each year. To be eligible for the above longevity benefits, an employee must be on the active service payroll as of December 1 of the year. In the event, however, that prior to December 1 of a year a member retires from such department or division after twenty-five (25) years or more of service or leaves such department or division under the disability provisions of the pension program or dies while still on the active service payroll of the department or division, then the longevity benefits shall be prorated for such period of time. Such pro-rated longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such employee and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in his estate, in that order named.

(Ord. No. 70-03. Passed 4/28/03.)

153.125 LONGEVITY COMPENSATION FOR THE EMPLOYEES OF THE POLICE OFFICERS BARGAINING UNIT

(a) For each full-time employee of the Police Officers Bargaining Unit hired before January 1, 2003, the following longevity schedule shall apply:

(1) Each member of the Police Officers Bargaining Unit shall receive on or before December 15 of each year as compensation for longevity for full-time continuous service as an employee of any department and/or division, excluding any compensation earned by said employee for extra part-time work or overtime and including any time while said employee served in active duty in the Armed Forces of the United States exceeding fifteen (15) days per year, an amount based on the annual salary or wages as of December 1 of that same year. For the purpose of computing the annual

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salary of those hourly-rated personnel, a factor of 2080 times the hourly rate will be considered as the employee's annual salary.

(2) That each member of the Police Officers Bargaining Unit with more than five (5) full years of full-time service on December 1 of each year shall be eligible for longevity benefits based on the following schedule:

<u>Years of Service</u>	<u>Percentage of Applicable Annual Salary or Wage</u>
6-7	1%
8-9	1 1/2%
10-11	2%
12-13	2 1/2%
14-15	3%
16-17	3 1/2%
18-19	4%
20 to retirement	4 1/2%

For purposes of the above schedule, in calculating the number of years of service as of December 1 of each year, any fraction of the year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible employee on or before December 15 of each year. To be eligible for the above longevity benefits, an employee must be on the active service payroll as of December 1 of the year. In the event, however, that prior to December 1 of a year, a member retires from such department or division after twenty-five (25) years or more of service, or leaves such department or division under the disability provisions of the pension program, or dies while still on the active service payroll of such department or division, then the longevity benefits shall be prorated for such period of time. Such prorated longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such employee and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in his estate, in that order named. (Ord. No. 135-03. Passed 7/14/03.)

153.13 HEALTH BENEFITS FOR THE EMPLOYEES OF NON BARGAINING UNITS

(a) Effective January 1, 2006, the City agrees to pay a sum not to exceed \$3,680.00 for single coverage and \$9,150.00 for family coverage for the year for a high-level health, dental, and/or eye care insurance plan for each full-time employee of Non Bargaining Units; this plan will be similar to the plan in effect through April 30, 2003. In addition, the City also will provide a health benefits package (health and dental) that does not require employee contribution but instead provides a reduced coverage plan with increased co-pays and deductibles as an alternative to any employee monetary participation in premium payments. (Ord. No. 9-06. Passed 2/13/06.)

(b) The Clerk and the Judges of the Rocky River Municipal Court shall be provided participation in the health and dental/eye insurance programs of the City of Rocky River.

(Ord. No. 72-03. Passed 4/28/03.)

153.131 HEALTH BENEFITS FOR EMPLOYEES OF THE
WASTEWATER TREATMENT PLANT BARGAINING UNIT

(a) The City agrees to pay a sum not to exceed \$3,500.00 for single coverage and \$8,700.00 for family coverage for health insurance for each employee in the Association for the year 2005. In addition, for the year 2005 the City will provide a health benefits package (health and dental) that does not require employee contribution but instead provides a reduced coverage plan with increased copays and deductibles as an alternative to any employee participation.

(b) For years 2006 and 2007, the health insurance for members of this Association shall match those agreed to with the employees in the Service Department.

(Ord. No. 9-05. Passed 2/14/05.)

153.132 HEALTH BENEFITS FOR THE EMPLOYEES OF THE SERVICE
DEPARTMENT

For the year 2006, all full-time employees shall have the option of selecting one of three Medical Mutual Health Care plans: two very high-level plans (Plans 1 and 2) and an above plan (Plan 3). For the year 2006, the City agrees to pay a sum not to exceed \$3,680.00 for single coverage and \$9,150.00 for family coverage for such health and dental plans for all full-time employees in the Union.

For such plans for the years 2007 and 2008, subject to recommendations of the Employee Joint Medical/Hospitalization Committee, the City will continue to offer two high-level plans to all full-time employees subject to the following maximum City payment:

	<u>Single</u>	<u>Family</u>
2007	\$3,864	\$9,607
2008	\$4,157	\$10,336

(Ord. No. 10-06. Passed 2/13/06.)

153.133 HEALTH BENEFITS FOR THE EMPLOYEES OF THE FIRE
FIRE DIVISION BARGAINING UNIT

For the year 2006, all full-time employees shall have the option of selecting one of three Medical Mutual Health Care plans.

The employer agrees to pay a sum not to exceed \$3,715 per year for single coverage premiums and \$10,035 per year for family coverage premiums commencing in January 2006. If the employee elects a plan with premiums in excess of these amounts, the employee must pay the balance of the premium costs. With respect to future increases in premiums above January 2006 rates for Plan 2, the employee shall be responsible for 100% of such premium increases up to

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\$35/month for single coverage and \$70/month for family coverage. Thereafter, the cost of additional increases will be shared, with 50% paid by the City and 50% paid by the employee. For Plans 1 and 3, the employer contribution caps of \$3,715/\$10,035 shall remain in effect throughout the term of the agreement between the City and the Fire Division Bargaining Unit.

In addition, for all years of the agreement between the City and the Fire Division Bargaining Unit, the City also will provide a health benefits package (health and dental), Plan 3, for all full-time employees that does not require employee contributions but instead provides a reduced coverage plan with increased copays and deductibles as an alternative to any employee monetary participation in premium payments.
(Ord. No. 64-06. Passed 5/8/06.)

153.134 HEALTH BENEFITS FOR THE EMPLOYEES OF THE PATROLMEN BARGAINING UNIT

(a) The employer agrees to pay a sum not to exceed \$4,191.00 for single and \$10,420.00 for family in 2006, \$4,359.00 for single and \$10,837.00 for family in 2007 and \$4,620.00 for single and \$11,487.00 for family in 2008. In addition, the City also will provide a health benefits package (health and dental) that does not require employee contribution but instead provides a reduced coverage plan with increased co-pays and deductibles as an alternative to any employee participation.

(b) For each year during the term of the Agreement between the City of Rocky River and the Ohio Patrolmen's Benevolent Association, Patrolmen Bargaining Unit, any employee contribution shall be conditioned upon:

(1) the City seeking requests for proposals for that health insurance coverage that year

(2) the Joint Medical/Hospitalization Insurance Committee (as outlined below) has been convened and has the opportunity to review alternative coverage plans and make recommendations to the City

(c) The parties agree that in their continued efforts to reduce hospitalization and other costs, a Joint Medical/Hospitalization Insurance Committee will be maintained and convened as necessary to review alternative insurance coverage plans and make recommendations to the City. It is understood that such recommendations do not obligate either party contractually.

(Ord. No. 65-06. Passed 5/08/06.)

153.135 HEALTH BENEFITS FOR THE EMPLOYEES OF THE POLICE OFFICERS BARGAINING UNIT

(a) The employer agrees to pay a sum not to exceed \$4,191.00 for single and

\$10,420.00 for family in 2006, \$4,359.00 for single and \$10,837.00 for family in 2007 and \$4,620.00 for single and \$11,487.00 for family in 2008. In addition, the City also will provide a health benefits package (health and dental) that does not require employee contribution but instead provides a reduced coverage plan with increased copays and deductibles as an alternative to any employee participation.

(b) For each year during the term of the Agreement between the City of Rocky River and the Ohio Patrolmen's Benevolent Association, Sergeants, Lieutenants and Captain, any employee contribution shall be conditioned upon:

- (1) The City seeking requests for proposals for that health insurance coverage that year, and
- (2) The Joint Medical/Hospitalization Insurance Committee (as outlined below) has been convened and has the opportunity to review alternative coverage plans and make recommendations to the City.

(c) The parties agree that in their continued efforts to reduce hospitalization and other costs, a Joint Medical/Hospitalization Insurance Committee will be maintained and convened as necessary to review alternative insurance coverage plans and make recommendations to the City. It is understood that such recommendations do not obligate either party contractually.

(Ord. No. 66-06. Passed 5/08/06.)

153.14 COMPENSATION FOR EDUCATION ACHIEVEMENTS OF SAFETY FORCES

(a) Educational Panels. There is hereby established an Educational Panel within the Police Division and an Educational Panel within the Fire Division. The membership of these panels will consist of the Safety-Service Director and the individual Chiefs of the respective divisions.

- (1) It shall be the duty of the Educational Panels to establish the criteria and guidelines which must be met by the participating members. This shall include the accrediting of those professional courses applicable to the respective divisions and the establishment of credits to be earned through attendance and successful completion by the participating members. They shall further review and approve those academic courses for which credits may be earned through the attendance and successful completion by the participating members.
- (2) Upon the inception of this plan and, at least annually thereafter, there shall be a combined meeting of all members of the Educational Panels to establish and review guidelines common to both safety divisions.

- (3) Upon the inception of this plan, and, at least annually thereafter, it shall be the duty of the Educational Panels to establish, maintain and update a master listing of all courses available and approved for the receipt of educational points.
- (4) It shall be the duty of the Educational Panels to maintain an active file on each eligible member showing his current achievement level.
- (5) The Safety-Service Director shall certify the total approved points earned each year by the participating members of the safety forces and shall submit this certification to the Finance Director by August 1 of each year. The Finance Director shall compute the amount of additional compensation due each participating member from the schedule contained herein and shall cause this additional compensation to be paid on or about August 15 of each calendar year.
- (6) The Safety-Service Director shall have the authority to approve or disapprove any recommendations made by the Educational Panels.
- (7) The Safety-Service Director shall submit an annual report on the activities of the Educational Panels to Council by October 15.

(b) Point System. There is hereby established a point system to determine the level of achievement under this program which points shall be awarded to the participating members of the safety forces upon the successful completion of any course or courses approved by the Educational Panels.

- (1) For each college quarter credit hour earned; one (1) point.
- (2) The relative values of non accredited professional courses shall be determined and established by the Educational Panels.

(c) Eligibility. All full-time members of the safety forces of the City shall be eligible to participate in this education program.

(d) Payment of Benefits.

- (1) The rate for computing this payment shall be one-half percent (1/2%) for each ten (10) points accumulated up to and including One Hundred points (100) and one-half percent (1/2%) for each Twenty-Five (25) points accumulated in excess of One Hundred (100) points. In addition, each member of the Police and Fire Divisions who completes and passes the State of Ohio Emergency Medical Technician Ambulance Course and remains certified, shall receive one percent (1%) of their base salary. Each member of the Police and Fire Divisions who completes and passes the State of

Ohio's Emergency Medical Technician Paramedic Course and remains certified shall receive an additional two percent (2%) of their base salary. In no event shall any payment under this section exceed seven percent (7%) of the participating member's base salary.

- (2) It shall be the responsibility of the participating members of the safety forces to provide his respective education officer with a school transcript or other competent grading evidence that the course or courses were successfully completed.
- (3) Upon the inception of this plan, all full-time active members of the safety forces with two (2) or more years of service, shall receive full point credits for those courses previously successfully completed and approved by the Educational Panels.
- (4) There shall be no point credit or additional compensation paid for the successful completion of any course or courses that are or may become required for qualifications to become or to remain a member of the safety forces of the City.
- (5) Any man appointed to the safety forces after the inception of this educational program who has previously achieved an associate's degree or a bachelor's degree, or the equivalent number of points in those areas approved by the Educational Panels, shall be eligible for educational benefit payments as follows:

<u>Type Degree</u>	<u>Years Service</u>	<u>Percent of Base Salary</u>
Bachelors and Associates	After 2	3
Bachelors and Associates	After 3	4
Bachelors and Associates	After 4	5
Bachelors Only	After 5	7

- (6) Any man appointed to the safety forces after the inception of this educational program who has previously completed courses approved by the Educational Panels or who has accumulated college credits shall be eligible to receive education benefit payments, after two (2) years service with the City as follows:
The Education Officer of the respective division shall record the total approved points or college credits earned prior to the member's appointment and shall place them in a reserve account to be drawn upon as the member accrues points while in the employment of the City on a one (1) point ratio. (i.e. Each point earned as a safety officer of the City will be matched with one (1) point from the

member's reserve account until such time as the reserve account is depleted.) Any points or credits that may remain in a member's reserve account after five (5) years service with the City shall be transferred and will then become a part of the member's accrued total.

(e) Future Appointment Policy.

Notwithstanding anything to the contrary above, all eligible members of the Fire Division of the City hired after January 1, 1994 shall have educational benefits calculated by the following:

(1) Point System. There is hereby established a point system to determine the level of achievement under this program, which points shall be awarded to the participating members of the Fire Division upon the successful completion of any course or courses approved by the Educational Panels.

(a) For each college quarter credit earned of fire or medical related courses or other courses recommended by the Educational Panel and approved by the Safety Service Director in advance: one (1) point.

(b) The relative values of non accredited courses shall be determined and established by the Educational Panels and approved by the Safety-Service Director.

(c) Eligibility. All full time members of the Fire Division of the City shall be eligible to participate in this education program.

(d) There shall be no point credit or additional compensation paid for the successful completion of any course or courses that are or may become required for qualifications to become or remain a member of the Fire Division of the City.

(e) Payment of benefit

(1) The rate for computing benefits shall be one percent (1%) for each ten (10) points accumulated up to and including one hundred (100) points and one-half percent (1/2%) for each twenty-five (25) points accumulated in excess of one hundred (100) points. In addition, each member of the Fire Division who completes and passes the State of Ohio Emergency Medical Technician Ambulance Course and remains certified shall receive one percent (1%) of their base salary. Each member of the Fire Division who completes and passes the State of Ohio's Emergency Medical Technician Paramedic Course and remains certified shall receive an additional two and one-half percent (2-1/2%) of their base salary. In no event shall any payment under this section exceed seven percent (7%) of the member's base salary.

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- (2) It shall be the responsibility of the participating members of the Fire Division to provide their respective education officer with a school transcript or other competent grading evidence that the course or courses were successfully completed.
 - (3) Upon the inception of this plan, all full-time active members of the Fire Division with two (2) or more years of service, shall receive full point credits for those courses previously successfully completed and approved by the Educational Panels. Exception: EMT-A and EMT-P credits shall be awarded and compensated on a pro rata basis effective with appointment date or certification date, whichever is later.
 - (4) It shall be the duty of the Educational Panels to maintain an active file on each eligible member showing his current achievement level.
 - (5) The Safety-Service Director shall certify the total approved points earned each year by the participating members of the Fire Division and shall submit this certification to the Finance Director by August 1 of each year. The Finance Director shall compute the amount of additional compensation to be paid on or about August 15 of each calendar year.
 - (6) The Safety-Service Director shall have the authority to approve or disapprove any recommendations made by the Educational Panels.
 - (7) The Safety-Service Director shall submit an annual report on the activities of the Educational Panels to Council by October 15.
- (Ord. 7-94. Passed 1/17/94)

153.15 UNIFORM, UNIFORM MAINTENANCE ALLOWANCES FOR
FOR THE FULL-TIME EMPLOYEES OF NON BARGAINING
UNITS

- (a) POLICE DIVISION
 - (1) That the Chief and each full-time Para-Police personnel shall be furnished uniforms in quantities and at times prescribed by the Director of Public Safety-Service at no cost to said employee. In addition, each full-time of Non Bargaining Units, not including School Crossing Guards, who are required to wear a uniform by the Director of Public Safety-Service, will receive five hundred dollars (\$500.00) per year. Such Payment shall be paid directly to each employee in two (2) equal Installments of two hundred fifty dollars (\$250.00) in the months of January and July of each year.
- (Ord. No. 90-03. Passed 5/12/03.)

(2) The Employer shall furnish uniforms in quantities and at times prescribed by the Director of Public Safety-Service at not cost to the Animal Warden. In addition, the Animal Warden, who is required to wear a uniform by the Director of Public Safety-Service, will receive an annual uniform allowance of \$350.00. Any cash uniform allowance is to be paid directly to such employee in the month of December of each year. The aforementioned uniform allowances shall be pro-rated to the date of resignation or retirement of such employee. If such uniform allowance account is overdrawn, the amount so overdrawn on a pro-rated basis shall be deducted from the final salary payment of such employee. If an employee is due uniform allowance at the time of his termination of employment, the amount so due shall be paid on a pro-rated basis, based on his annual allowance and shall be added to his final payment.

(b) FIRE DIVISION

That the Chief shall receive a uniform allowance of \$1,000.00 per year beginning January 1, 2003. Thereafter, shall receive a uniform allowance of \$500.00. All such payments shall be made biannually.
(Ord. No. 96-03. Passed 6/9/03.

(c) OTHER CITY EMPLOYEES

The employer shall furnish uniforms to the following full-time employees: Maintenance Engineer and Janitors at the City Hall, Janitors at the Civic Center, Janitors at the Recreation Center and Maintenance Engineer at the Senior Center at times prescribed by the Director of Public Safety-Service, at no cost to such employees, and pay an additional uniform allowance of \$150.00 to each such employee annually. For those employees who do not wish to be furnished uniforms by the employer, such members shall receive an annual uniform allowance of \$350.00 each. Each employee shall notify the City by December 15 of each year as to whether such employee desires uniforms to be furnished. Such notification cannot be changed for one (1) year. Any cash uniform allowance is to be paid directly to each employee in the month of December of each year. The aforementioned uniform allowances shall be pro-rated to the date of resignation or retirement of each employee. If such uniform allowance account is overdrawn, the amount so overdrawn on a pro-rated basis shall be deducted from the final salary payment of such employee. If an employee is due uniform allowance at the time of his termination of employment, the amount so due shall be paid on a pro-rated basis, based on his annual allowance and shall be added to his final payment.

(d) SERVICE DIVISION

The employer shall furnish uniforms to those full-time members of the Service Division who wish to have uniforms furnished at no cost to such members, and pay additional uniform allowance of \$150.00 to each such member annually. For those members of the Service Division who do not wish to be furnished uniforms by the employer, such members shall receive an annual uniform allowance of \$350.00 each. Each member of the Service Division shall notify the employer by

December 15 of each year as to whether such member desires uniforms to be furnished. Such notification cannot be changed for one (1) year. Any cash uniform allowance is to be paid directly to each employee in the month of December of each year. The aforementioned uniform allowances shall be pro-rated to the date of resignation or retirement of each member. If such uniform allowance account is overdrawn, the amount so overdrawn on a pro-rated basis shall be deducted from the final salary payment to such member. If an employee is due uniform allowance at the time of his termination of employment, the amount so due shall be paid on a pro-rated basis, based on his annual allowance and shall be added to his final payment.

(e) WASTEWATER TREATMENT PLANT

The employer shall furnish shirts, pants and appropriate seasonal outer wear in sufficient quantities as prescribed by the Director of Public Safety-Service. The employer shall annually reimburse the member in an amount not greater than \$125.00 as a work shoe allowance, with such reimbursement made due to the chemical environment at the work location. Any cash shoe allowance is to be paid directly to each employee in the month of December of each year.
(Ord. No. 77-03. Passed 4/28/03.)

153.151 UNIFORM ALLOWANCES AND LICENSE RENEWAL FEES
FOR THE EMPLOYEES OF THE WASTEWATER TREATMENT
PLANT BARGAINING UNIT

The Employer shall furnish shirts, pants and appropriate seasonal outer wear in sufficient quantities as prescribed by the Director of Public Safety-Service. The Employer shall annually reimburse the Employee in an amount not greater than One Hundred Fifty Dollars (\$150.00) as a work shoe allowance or the actual cost of work shoes, whichever is less, with such reimbursement made due to the chemical environment at the work location. The Employer shall pay the Operator's License Renewal fees as needed.
(Ord. No. 10-05. Passed 2/14/05.)

153.152 UNIFORM ALLOWANCE FOR THE EMPLOYEES OF THE
SERVICE DIVISION BARGAINING UNIT

Effective January 1, 2006 the employer shall furnish uniforms to those full-time members of the Service Division Bargaining Unit who wish to have uniforms furnished at no cost to such members, and pay additional uniform allowance of \$180.00 to each such member annually. For those members of the Service Division Bargaining Unit who do not wish to be furnished uniforms by the employer, such members shall receive an annual uniform allowance of \$390.00 each. Each member of the Service Division Bargaining Unit shall notify the employer by December 15 of each year as to whether such member desires uniforms to be furnished. Such notification cannot be changed for one (1) year. Any cash uniform allowance is to be paid directly to each employee in the month of December of each year. The aforementioned uniform allowances shall be pro-

rated to the date of resignation or retirement of each member. If such uniform allowance account is overdrawn, the amount so overdrawn on a pro-rated basis shall be deducted from the final salary payment to such member. If an employee is due uniform allowance at the time of his termination of employment, the amount so due shall be paid on a pro-rated basis, based on his annual allowance and shall be added to his final payment. The Director of Public Safety-Service and the Union Shop Steward will mutually agree on dress code rules to be implemented by February 1, 2003.

(Ord. No. 11-06. Passed 2/13/06.)

153.153 UNIFORM ALLOWANCE FOR THE EMPLOYEES OF THE FIRE
DIVISION BARGAINING UNIT

(a) Each employee shall receive a uniform allowance of \$1,000.00 in his or her first year of employment. In each year after the first year of employment, each employee shall receive \$800. All such payments shall be made biannually.

(b) Whenever the uniform or personal property required and used by the employees of the Fire Division Bargaining Unit is damaged in the performance of his duty while on call or where there was no negligence on the part of the employee, it will be replaced or repaired by the employer. It is understood that these decisions to replace or repair will be made by the employer but that approval for such payment will not be unreasonably denied.

(c) The employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, which in the opinion of the Fire Chief are necessary to preserve and protect the safety and health of the fire fighters.

(Ord. No. 67-06. Passed 5/08/06.)

153.154. UNIFORM AND UNIFORM MAINTENANCE FOR THE
EMPLOYEES OF THE PATROLMEN BARGAINING UNIT

The City of Rocky River shall provide all uniforms and equipment in quantities and at times prescribed by the employer at no cost to the employee. In addition, for 2006 all employees shall receive, as a maintenance allowance, a total of five hundred fifty dollars (\$550.00), paid directly to the employee in the form of a separate payment in two (2) equal installments of two hundred seventy-five dollars (\$275.00) in the months of January and July of 2006. For 2007 and 2008 all employees shall receive, as a maintenance allowance, a total of six hundred dollars (\$600.00) per year paid directly to the employee in the form of a separate payment, in two (2) equal installments of three hundred dollars (\$300.00) in the months of January and July of each such year. This equipment shall include one (1) pair of boots per year with the cost to be determined by the Chief and a new bullet proof vest to be offered to all new police officers which, if accepted by said officers, shall be replaced in reasonable accordance with manufacturer's guidelines or recommendations.

(Ord. No. 68-06. Passed 5/08/06.)

MAY 2006 REVISION

153.155. UNIFORM, UNIFORM MAINTENANCE FOR THE EMPLOYEES
OF THE POLICE OFFICERS BARGAINING UNIT

The City of Rocky River shall provide all uniforms and equipment in quantities and at times prescribed by the employer at no cost to the employee. In addition, for 2006 all employees shall receive, as a maintenance allowance, a total of five hundred fifty dollars (\$550.00), paid directly to the employee in the form of a separate payment in two (2) equal installments of two hundred seventy-five dollars (\$275.00) in the months of January and July of 2006. For 2007 and 2008 all employees shall receive, as a maintenance allowance, a total of six hundred dollars (\$600.00) per year paid directly to the employee in the form of a separate payment, in two (2) equal installments of three hundred dollars (\$300.00) in the months of January and July of each such year. This equipment shall include one (1) pair of boots per year with the cost to be determined by the Chief and a bullet proof vest, which shall be replaced in reasonable accordance with manufacturer's guidelines or recommendations.

(Ord. No. 69-06. Passed 5/08/06.)

153.16 DEATH BENEFITS.

Each full-time employee of the City of Rocky River and the Municipal Court, excluding elected officials, shall be entitled to a Death Benefit of \$25,000 and Accidental Death and Dismemberment, commencing November 1, 1988, which benefit shall be payable to such employees' named beneficiary. Such death benefit shall be payable in addition to any termination pay which may be payable to such beneficiary of such full-time employee, or in the event no beneficiary is named then such sum shall be distributed in accordance with the statute of descent and distribution then in effect in the State of Ohio.

(Ord. 107-88. Passed 10-24-88).

153.17 TERM LIFE INSURANCE.

(a) That the Mayor of the City of Rocky River is hereby directed to enter into a contract for the purchase of term life insurance for \$25,000, and Accidental Death and Dismemberment for each eligible employee, not to exceed the cost of \$96.00 annually for each employee.

(b) Employees reaching the age of 65 who remain employed by the City of Rocky River shall have their benefits reduced in accordance with the active policy at the time said birth date is reached.

(Ord. 21-94. Passed 1-24-94).

153.18 DEFERRED COMPENSATION.

(a) The Director of Finance is hereby authorized and directed to establish voluntary deferred compensation plans for the City, such plans to be approved by the City's Board of Control.

(b) The City may, by contract, agree with any employee to defer, in whole or in part, any portion of that employee's income allowed under the plans and may

subsequently, with the consent of the employee, purchase a fixed or variable life insurance or annuity contract for the purpose of funding the deferred compensation program for the employee, from any life underwriter duly licensed by this State who represents an insurance company licensed to contract business in this State.

(c) The administration of the deferred compensation program shall be under the direction of the committee designated in such plans.

(d) For the purpose of this section, "employee" means any person whether appointed, elected or under contract, providing services for the City, for which compensation is paid via City payroll.

(e) Notwithstanding any other provision of law to the contrary, the committee designated to administer the deferred compensation program is hereby authorized to invest the moneys held pursuant to that deferred compensation program in fixed and variable life insurance and annuity contracts.

(f) The deferred compensation program established by this section shall exist and serve in addition to retirement, pension or benefit system established for the benefit of employees of the City and no deferral of income under the deferred compensation program shall affect a reduction of any retirement, pension or other benefit provided by law. However, any sum deferred under the deferred compensation program shall not be included for the purposes of computation of any taxes withheld on behalf of any such employee except City income taxes (Retirement: PERS, police and fire pensions shall be withheld on gross pay). (Ord. 115-76. Passed 10-25-76).

153.19 TRANSFER OF BENEFITS

Except for any additional vacation time granted pursuant to Section 153.09 (f), and except for additional years of service granted pursuant to Section 152.12 (d), and except for the credit allowed for the unused balance of accumulated sick leave provided for by Section 153.02 (g) and Section 153.04 (g), no other benefits earned by a City employee, while working for the State of Ohio or any of its political subdivisions, can be transferred with said employee. (Ord. No. 42-02, Amended. Passed 4/22/02)

153.20 AFFIRMATIVE ACTION PLAN.

(a) Council affirms that the City shall employ and promote its employees without regard for race, color, religion, sex, origin, age or handicap except if age or handicap precludes job performance, and will continue to recruit, employ and promote the best qualified persons available for the positions concerned, based on qualifications related to the positions concerned.

(b) Unnatural barriers of customs and personal attitudes shall not be permitted in connection with employment.

(c) The City hereby assures that in all activity connected with recruiting, hiring and promoting shall adhere to the principle of equal opportunity and only valid requirements shall apply to promotional opportunities. In addition, compensation benefits, transfers, layoffs, recalls and training will exclude discrimination. All facilities of the City shall be available to all employees, without discrimination.

(d) The Mayor has overall responsibility for the implementation of the Affirmative Action Plan of the City. The Mayor shall perform periodic reviews, with the cooperation of personnel involved, to determine the achievement of the Plan, and in the event of deficiencies, initiate appropriate action to correct such deficiencies.

(e) All sources of recruitment used shall be informed that the city is an equal opportunity employer, and legal advertising shall include such advice. Such a clause shall be included in all major purchase orders and contracts for Fifteen Hundred dollars (\$1,500.00) or more.

(f) The Clerk of Council is hereby directed to have posted on all department bulletin boards, a copy of this section.
(Res. 147-76. Passed 12-27-76.)

153.21 HIRING PRACTICES OF THE CITY OF ROCKY RIVER AND THE WASTEWATER TREATMENT PLANT

(a) The City of Rocky River, including the Rocky River Wastewater Treatment Plant, is an equal opportunity employer and hires individuals solely based on their qualifications and ability to do the job to be filled.

(b) All public officials are prohibited from hiring a family member in any employment position, including a full-time, part-time, temporary or regular position. An official has hired a family member when the employment could not have been awarded without the approval of the official and/or the affirmative review of the official. In addition, no public official shall use his/her position and/or his/her influence with other public officers or employees to secure any full-time, part-time, temporary, or regular position for a family member. For purposes of this policy, the word "official" means any person who serves the City of Rocky River, whether elected, appointed, or employed.

(c) No public official or employee of the City shall use the authority of his position or office to favorably influence the terms and conditions of employment of another family member, including but not limited to, changes in compensation or benefits determined by individual working conditions, the assignment of duties, evaluations, and actions involving promotions, disciplinary actions, lay-offs, and removal, when such terms and conditions are not identical to and in common with all other city employees.

(d) Commencing with the effective date of this ordinance, the City shall not employ more than two related persons, as defined, in any Department or in the same Division of the Safety Service Department.

(e) All open positions will be posted and/or advertised appropriately and every candidate will be given equal consideration. The basic criteria for appointment and promotion of all employees will be appropriate job-related qualifications and the equitable application of sound hiring practices.

(f) All prospective employees shall be required to disclose family member information. Any prospective employee who accepts employment in violation of this entire policy is subject to disciplinary action up to and including dismissal from employment.

(g) For purposes of this policy, family members include the following regardless of where they reside: spouse, children (whether dependent or not), siblings, parents, grandparents, and grandchildren. Family members also include any other person related by blood or by marriage and living in the same household.

(h) Any provision of a collective bargaining agreement entered into between the City and an employee bargaining unit, and any State or City civil service law or regulation not inconsistent with Ohio Revised Code Chapters 102 and 2921, shall supersede this ordinance.

(Amended Ord. No. 87-06. Passed 7/10/06.)

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