

Finance Committee Meeting
Monday, August 25, 2014

The Finance Committee met on Monday, August 25, 2014 at 7:00 p.m. in the council chambers at the Knisely Centre.

In attendance were committee members Darrin Lautenschleger, Mrs. Ramos, alternate Winnie Walker and Chair Sandy Cox.

Guests were Mayor Johnson, Auditor Beth Gundy, council member Rob Maurer, council president Sam Hitchcock, Clerk of Council Patti McKay, council member Dan Lanzer, Service Director Jim Zucal, Fire Chief Parrish, Sandy Parrish, Mark Cox, council member John Zucal, Ethan Zucal, Attorney Steve Anderson, Eric Hubbard, Ben Wigton, WJER Shyanne Carroll, WTUZ Nathan Cozart and Law Director Marvin Fete. The above guests were present for all or part of the meeting.

Item 1: Resolution 28-2014 - Resolution accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

This resolution is the rate of each tax necessary to be levied within and without the ten mill limitation.

Schedule A: Summary of amounts required from General Property Tax approved by Budget Commission and County Auditor's estimated tax rates.

Amounts approved by Budget Commission **inside** 10 mill limitations - General Fund \$990,700 (3.20 M), Police Pension Fund \$92,900 (.30 M) and Fire Pension Fund \$92,900 (.30 M)

Schedule B: Levies **outside** 10 mill limitation, exclusive of debt levies. There are none.

Ms. Cox asked if there were any questions or discussion of the resolution. Seeing none, Mr. Lautenschleger moved to recommend and place Resolution 28-2014 on the agenda at the next meeting for three readings. Mrs. Ramos seconded the motion and passed unanimously with 3 ayes. (Lautenschleger, Ramos and Cox)

Note: The deadline for the resolution certifying the amounts and rates to the County Auditor is October 31, 2014.

Item 2: The Finance Committee met for the third time to examine the Personnel Policy and Procedure Manual. Reviewed was Chapter 5 "Employee Benefits" (pages 52 through 79)

The Mayor had a question in regards to page 53 D. Immediate Family: for purposes of this policy, "immediate family" is defined as the employee's: spouse, child, parent, loco-parentis, sibling(s).

The Mayor questioned the word loco-parentis.

Mr. John Zucal said he thought the wording was very important because of a child being in care of someone other than a parent.

Mr. Jim Zucal brought up union contracts spell out family in a broader sense, even includes grandchildren.

****Look at union contracts for definition of "immediate family" members.**

****Mayor Johnson requested loco-parentis be included in Definitions/Abbreviations area of the Handbook.**

Fire: Sick Leave – For purposes of this Article "immediate family" shall be defined as: wife, husband, child, step-child or other person to whom the employee stands in loco-parentis. Sick leave may also be used for an employee's mother or father if the employee's presence is required to care for the parent. The Fire Chief shall have sole discretion to grant sick leave for an employee whose presence is required to care for a family member not listed above; the decision of the Fire Chief shall not be subject to appeal in any manner.

Police: Sick Leave – Under this Agreement, immediate family is defined as: mother, father, loco-parentis, brother, sister, husband, wife or child, grandparents, mother-in-law and father-in-law. Unused sick leave shall be cumulative without limit.

Clerical: Sick Leave – For purposes of this Section, immediate family shall constitute an employee's spouse, parents, children and stepchildren. Additionally, employees may use sick leave for grandchildren but only if the grandchild is a permanent resident of the employee's household or the employee's dependent child. In the case of children and/or stepchildren not residing in the employee's household, employees shall provide a physician's statement as to the need for their presence if requested by the Employer. Application for use of the sick leave shall state the reason. Any falsification will be cause for loss of accumulated sick leave in the amount request and subject the employee to progressive discipline. After an absence of 3 consecutive workdays, a physician's slip shall be required before payment for sick leave will be authorized.

AFSCME (Services) Sick Leave – For purposes of this Section, immediate family shall constitute an employee's spouse, parents, children and stepchildren. In the case of children and/or stepchildren not residing in the employee's household, employees shall

provide a physician's statement as to the need for their presence. Application for use of the sick leave shall state the reason. Any falsification will be cause for loss of accumulated sick leave in the amount requested and subject the employee to progressive discipline. After an absence of 3 consecutive workdays a physician's slip shall be required before payment for sick leave will be authorized.

***This needs to be verified for correct definition of loco-parentis – In loco-parentis is a legal doctrine describing a relationship similar to that of a parent to a child. It refers to an individual who assumes parental status and responsibilities for another individual, usually a young person, without formally adopting that person. For example, legal guardians are said to stand in loco-parentis with respect to their wards, creating a relationship that has special implications for insurance and Workers' Compensation law.**

Page 56 (bottom of the page) and the top of Page 57 – the Mayor requested that we remove the whole optional statement.

Full-time non-bargaining unit employees hired after the adoption of the policy/manual shall be paid in accordance with the following:

Upon retirement, an employee shall receive payment of accrued, but unused, sick leave for active service with the City, if the employee has at least 10 years of continuous service as a public employee with the City, state, or any political subdivision of the state or any combination thereof. The maximum amount of the payment shall be twenty-five percent of nine hundred sixty hours to a maximum of two hundred forty hours. Such payment shall be based upon one hundred percent of the employee's rate of pay at the time of retirement.

C. Employees eligible to receive payment for unused sick leave, as described herein, shall, upon retirement from active service with the City under an applicable state retirement plan, see the appointing authority to complete the required request form.

Ms. Cox asked the committee what they wanted to do.

Mayor said you are changing the rules on the new people.

Mr. Lautenschleger – asked the Mayor if he did not want to grandfather anybody, you don't want to have two classes, you just want to maintain it as it is.

Mayor said he just wants to maintain it as it is.

Mrs. Ramos asked why this was done.

Ms. Cox said we would have to have the Law Director check with Clemans, Nelson & Associates to see why this section was added.

Page 59 Holidays – Section 5.4

Mayor wasn't sure if all the non-bargaining holidays were included in the list.

Ms. Cox said she would review the union contracts.

*Note: The non-bargaining followed the AFSCME contract in the past.

Fire Contract Section 35.1. The following holidays are those which shall be recognized and observed: New Year's Day, Martin Luther King Day, Presidents' Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, Birthday of the Employee as a floating holiday.

Police Contract Section 23.2. The following days shall be considered holidays:

1. The first day of January, known as New Year's Day.
2. The third Monday of January, known as Martin Luther King Day.
3. The third Monday of February, known as President's Day.
4. The Friday immediately preceding Easter Sunday known as Good Friday.
5. The last Monday in May, known as Decoration or Memorial Day.
6. The fourth of July, known as Independence Day.
7. The first Monday in September, known as Labor Day.
8. The eleventh day of November, known as Veteran's Day.
9. The fourth Thursday in November, known as Thanksgiving Day.
10. The twenty-fifth day of December, known as Christmas Day.
11. The birthday of the employee. If the date of birth falls on any of the holidays heretofore designated, the Chief will assign another paid day off to the employee.

An employee wanting to use the Floating Holiday shall submit a written request to the Employer for approval at least four (4) calendar days in advance of the date of its intended use.

Clerical Contract Section 25.1. All employees in active pay status shall be paid for the following holidays provided the employee works, or is on approved leave, on the employee's regularly scheduled workday immediately prior to, and following, the holiday:

New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)

(4)

Good Friday
Memorial Day (4th Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25)
Employee's Birthday

AFSCME (Services) Contract Section 25.1 All employees in active pay status shall be paid for the following holidays provided the employee works, or is on approved leave, on the employee's regularly scheduled workday immediately prior to and following the holiday:

New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Good Friday
Memorial Day (4th Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25)
Employee's Birthday

Page 60 Funeral Leave Section 5.5

Mr. Lautenschleger questioned the (3) three work days of leave and thought it should be at least (5) days. Said he didn't understand the 175 miles from home, absence of five (5) work days will be allowed, but only three (3) days with pay. His own personal opinion 3 days is not enough. Mr. Lautenschleger said more than 3 are standard.

The Auditor said that it matches the union contracts.

Mrs. Ramos said she was fine with 3 days.

The Law Director said it is up to the committee and we should review the contracts.

Mr. Jim Zucal said the union contracts include aunts and uncles.

Ms. Cox said she wants to review the city contracts before she makes any decision on this item.

Fire Contract
ARTICLE 37
COMPASSIONATE LEAVE

Section 37.1. An Employee shall be granted one (1) shift compassionate leave in the event of a death of a member of the immediate family. If the family member's funeral is more than 150 miles from the City of New Philadelphia the employee shall be granted sixteen (16) additional hours of compassionate leave.

Section 37.2. In unusual circumstances which result in hardship on the Employee regarding family responsibility, emotional circumstances which may affect the personal health of the Employee, or such other situation, the Fire Chief may grant additional time off.

Section 37.3. Any additional time off granted by the Fire Chief shall be deducted from the Employee's sick leave.

Section 37.4. Immediate family shall be defined as wife, husband, mother, father, foster-mother, foster-father, step-mother, step-father, sister, brother, child, step child, grandchildren, sister-in-law, brother-in-law, step-sister, step-brother, mother-in-law, father-in-law, uncle, aunt, niece, nephew, grandparents, or spouse's grandparents.

Section 37.5. Time off with pay will be granted to any Employee for a death involving any member of the Employee's family not set forth in section 4 of this article, however, such time off shall be deducted from the Employee's sick leave.

Police Contract
ARTICLE 20
BEREAVEMENT LEAVE

Section 20.1. The Chief of Police may allow a member of the Department time off with pay, not to exceed three (3) days as Bereavement leave, on account of a death in the immediate family. Under this Agreement, immediate family is designated as mother, father, loco-parentis, brother, sister, spouse, child, grandparents, grandchildren, mother-in-law and father-in-law. In all cases where more than three (3) days are required, the officer involved shall submit a request in writing to the Chief of Police. The Chief, in his sole discretion, may grant up to an additional

two (2) days of bereavement leave. The Chief's decision shall not be appealable via the grievance and arbitration procedure. Time off for Bereavement leave shall not be deducted from sick leave or vacation accumulation.

Section 20.2. In the case of the death of a member of the employee's immediate or extended family, the Chief of Police may allow the employee to take additional time off for bereavement. The employee may be compensated for this additional bereavement provision from his/her vacation, personal day, compensatory time, or sick leave accrual. The Chief of Police shall not capriciously deny this leave.

Clerical Contract

Section 24.6. Bereavement Leave.

Employees who have a death in the immediate family shall be granted three (3) work days absence with pay to attend to funeral arrangements and/or funeral. The three (3) work days of leave shall be taken within one (1) week of the death. The immediate family shall be interpreted to mean father, mother, sister, brother, husband, wife, children, grandmother, grandfather, great grandmother, great grandfather, grandson, granddaughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepchildren, foster children, foster parents, guardian, or other person who stands in place of a parent (loco parentis), stepmother, stepfather, brother-in-law and sister-in-law. The loco parentis relationship must be demonstrated by the employee to the employer prior to the death of the claimed person who stands in place of a parent. If a death or funeral of a member in the immediate family occurs more than 175 miles from home, absence of five (5) work days will be allowed, but only three (3) days with pay. If a funeral leave is taken beyond the above limits, said leave shall be without pay. In all cases, the employee will inform the head of the Department when such leave will be extended. Holidays will not be counted as work days for the purpose of this section.

Time off will be granted to an employee for a death involving a member of the employee's family not listed above as a member of the employee's immediate family. Such time off, up to one day maximum may be deducted from the employee's sick leave. Additionally, the Service Director may authorize an additional day from the employee's vacation or personal day accrual.

AFSCME (Services) Contract

Section 24.6. Bereavement Leave. Employees who have a death in the

immediate family shall be granted three (3) work days absence with pay to attend to funeral arrangements and/or funeral. The three (3) work days of leave shall be taken within one (1) week of the death. The immediate family shall be interpreted to mean: father, mother, sister, brother, husband, wife, children, grandmother, grandfather, great grandfather, great grandmother, grandson, granddaughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepchild, foster child, foster parents, guardian or other person who stands in place of a parent (loco parentis), stepmother, stepfather, brother-in-law, sister-in-law, step-brother, step-sister, aunt, uncle, niece, nephew and, spouses grandparents. The loco parentis relationship must be demonstrated by the employee to the Employer prior to the death of the claimed person who stands in place of a parent. If a death or funeral of a member in the immediate family occurs more than one hundred seventy-five (175) miles from home, absence of five (5) work days will be allowed, but only three (3) days with pay. If a funeral leave is taken beyond the above limits, said leave shall be without pay. In all cases, the employee will inform the head of the department when such leave will be extended. Holidays will not be counted as work days for the purpose of this section.

Time off will be granted to an employee for a death involving a member of the employee's family not listed above as a member of the employee's immediate family. Such time off, up to one day maximum may be deducted from the employee's sick leave. Additionally, the Service Director may authorize an additional day from the employee's vacation or personal day accrual.

Page 61 under Civil Leave Section 5.6

Under B. Payment: Full-time non-bargaining unit employees who are called to serve as jurors in *any county or federal court* shall be paid the difference between the compensation received from said court and their regular City compensation.

The Mayor would like the wording to include municipal court - "*any municipal, county or federal court.*"

Page 66 Family and Medical Leave Section 5.12

Mr. Lautenschleger asked the Law Director since the Family and Medical Leave is a federal law and the city has to comply with. This can be ever changing. Do we need to have all this language, except for the current version?

The Law Director said at the beginning of this handbook we do have a disclaimer.

Note: On Page 2 – The policies and procedures set forth within this manual supersede all previously written or unwritten City personnel policies or legislation. *These policies have been written to comply with applicable laws and negotiated agreements. In the event there is a conflict between the matters expressed in this manual and any applicable law or negotiated agreement, such law or negotiated agreement shall prevail and such policy or procedure shall be interpreted and applied so as to eliminate any conflict.*

Page 74 Group Health Insurance Section 5.13

Ms. Cox referred to section C Payment: Premium payment levels are established by City Council.

Ms. Cox informed everyone that Council does not establish the premium payment levels. This process is done by the administration and the recommendation is sent on to Council to review and approve.

The committee agreed the wording should be changed to the “Premium payment levels are recommended by the Administration reviewed and approved by City Council.”

Page 76 Other Insurances Section 5.15

Mrs. Ramos – said we know that health care is increasing and asked that we take into consideration – many companies are requiring that spouses enroll in the health plan offered by their employer. If it is offered and if not, they stay on the other spouse’s employee plan and pay a spousal fee.

Mayor – This is not a business. This is a municipality. We have always included the spouse and we should continue to do so. These people are hard-working and now you are asking to take things away from them.

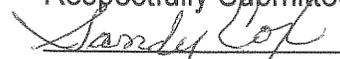
Mrs. Ramos – what I am saying is that this is a municipality. It is run by taxpayer’s dollars and we do have a bottom line. Just like any business. These are some things we need to consider looking at to contain the cost.

Mr. John Zucal said he appreciated Cheryl’s cost saving measures but I think we have to be very cognizant of the fact we could pay the people nothing, give them no benefits and that would be a great advantage to the taxpayers. Except we would not have anybody working for the City.

Mr. Lautenschleger said he wants to keep everything the same as the unions on this item.

There being no further discussion, Mr. Lautenschleger moved to adjourn the meeting at 7:30 p.m.

Respectfully Submitted,


Finance Chair

8-25-14 MW