

ORDINANCE NO. 3054

AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE PERSONNEL POLICY AND PROCEDURE MANUAL INCLUDING DISCIPLINARY PRINCIPLES, PROGRESSIVE DISCIPLINE, REIMBURSEMENT FOR NEW HIRE COST, AND PERFORMANCE EVALUATIONS, AND DECLARING AN EMERGENCY.

WHEREAS, on January 23, 2012, Crestline Village Council passed Ordinance No. 2992, which adopted a Personnel Policy and Procedure Manual for the Village of Crestline, and

WHEREAS, the Legislative Committee has recommended changes in this manual to Section 3.22 Reimbursement of Uniform Expenses, Sections 8.01 and 8.02 Disciplinary Principles, adopting an Evaluation Responsibility Chart, and factors to be considered in penalty determination.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CRESTLINE, OHIO:

SECTION 1. That the Village of Crestline Personnel Policy and Procedure Manual is hereby amended to adopt the following amendments and additions which are attached to this Ordinance as follows:

SECTION 3.22 REIMBURSEMENTS OF UNIFORM EXPENSES
AND CONTRACT, EXHIBIT A

SECTIONS 8.01 AND 8.02 DISCIPLINARY PRINCIPLES AND
PROGRESSIVE DISCIPLINE, EXHIBIT B

EVALUATION RESPONSIBILITY CHART, EXHIBIT C

FACTORS TO BE CONSIDERED IN PENALTY
DETERMINATION, EXHIBIT D

SECTION 2. That it is hereby determined that this Ordinance is an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the residents of this Village and for the further reason that the immediate effective date of these amendments is necessary to assist with the equitable administration of Village Personnel Policies and shall therefore go into immediate effect provided it receives a two-thirds (2/3) vote of all members elected to this Council, otherwise it shall go into effect in thirty (30) days if passed by a majority vote of Council.

Passed: _____

Aye_____ Nay_____ Abstain_____

David Sharrock, Mayor

Attest:

Annette Johnston, Clerk of Council

Approved as to form:

Harry M. Welsh, Law Director

A. POLICY

1. The Employer incurs substantial expenses in the process of new hires, training individuals to become qualified or maintain such qualification for their positions and in providing a uniform allowance for employees.

The Employer may rightfully expect that such any and all new hire cost, training and uniform expenses will be recaptured by the Employer as a result of service by employees in the employ of the Employer after completion of new hire physical and their training. It is also agreed that the Employer would suffer substantial detriment and irreparable damage if an employee ceases employment with the Employer due to any cause during the 24 month period immediately following the completion of the required any and all new hire cost, training or successful completion of the required probationary period.

2. Therefore in consideration of the Employer providing an employee with any and all new hire cost, a uniform allowance and training, an employee who ceases employment with the Employer due to any cause, within 24 months immediately following completion of any required training or successful completion of the required probationary period, shall repay the Employer for all expenses incurred for such any and all new hire cost, training and for the uniform allowance provided to such employee.
3. An employee's repayment obligation under the provisions of this policy shall not exceed the sum of those amounts expended by the Employer in connection with any and all new hire cost, the training of such employee and the uniform allowance for such employee. In addition to the repayment obligation, any employee who is terminated must relinquish all official uniform items supplied by the Employer to the employee, unless otherwise approved by the Employer.
4. Credit for service rendered will be applied to the repayment obligation in this policy as follows:
 - a. The employee's total initial repayment obligation shall equal the Employer's total cost described above.
 - b. The total initial repayment obligation shall be reduced at a rate of one twenty-fourth (1/24) for each month of continuous, full-time service performed after the completion of the any and all new hire cost, training or successful completion of the probationary period, whichever is applicable.
 - c. No credit for service rendered will be applied for the duration of absences due to illness or injury not incurred in the line of duty or other cause for periods exceeding 14 calendar days.

EXHIBIT A – Cont'd.
THE VILLAGE OF CRESTLINE, OHIO
PERSONNEL POLICY AND PROCEDURE MANUAL

REIMBURSEMENT OF NEW HIRES, TRAINING AND UNIFORM EXPENSES

SECTION 3.22
PAGE 2 OF 2

5. Complete satisfaction of the repayment obligation as described in this policy shall be due and payable to the Employer by the employee immediately following cessation of an employee's employment with the Employer. Complete payment of the reimbursement obligation shall be made before the issuance of the employee's final pay or within one (1) month from separation, whichever occurs first. The employee agrees that in the event of failure to make any payment required pursuant to this policy in a timely manner, the total amount of the reimbursement obligation including any legal fees, court costs or attorney fees, or other costs of collection efforts to collect any delinquent sums owing pursuant to this policy incurred by the Employer, shall be paid by the former employee.

6. With approval of the Appointing Authority, an employee may be permitted to repay the above obligation by making monthly payments in accordance with a repayment plan agreed upon and signed by both parties. If an employee fails to make any payment required by such repayment plan in a timely manner, the total balance of such payment obligation remaining unpaid shall immediately become due and payable and the Employer shall be entitled to the entire remaining balance immediately.

B. PROCEDURE

1. All applicable employees/applicants will be required to execute a Binding Contract for Reimbursement of Training and Uniform Expenses form. Such form is located in Section 9 of this manual.

Original Adoption Date: January 23, 2012 Revision Date: _____

EXHIBIT A – Cont'd.

THE VILLAGE OF CRESTLINE, OHIO

BINDING CONTRACT FOR REIMBURSEMENT OF NEW HIRE, TRAINING AND UNIFORM EXPENSES

WHEREAS, the employee identified below acknowledges that the Village of Crestline incurred substantial expenses on behalf of the employee for physical, training and/or providing uniforms to the undersigned, AND

WHEREAS, in accordance with the Reimbursement of any and all new hire cost, Training and Uniform Expenses found in Section 3.22 of the Village of Crestline's Personnel Policy and Procedures Manual, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by the employee with the Village of Crestline after completion of any and all new hire cost, training and that the Village will suffer substantial detriment if the undersigned should take employment elsewhere during a period of the employee's probationary period:

NOW, THEREFORE, the Village and the employee identified hereby agree as follows:

- A. in consideration of the agreement by the Village of Crestline to provide me with any and all new hire cost, formal training, do hereby agree to successfully complete the new new hire cost, training and hereby agree that in the event my employment with the Village of Crestline ceases due to any cause during the 24 month period immediately following the completion of any and all new hire cost, training or successful completion of the required probationary period, will reimburse the Village of Crestline for all expenses incurred in connection with said physical cost and training.
- B. The Village and the employee identified in Section A of this Agreement hereby agree and adopt by reference that the Village of Crestline's Personnel Policy and Procedures Manual Section 3.22 states the timeframe and manner in which the reimbursement shall occur.
- C. The employee identified in Section A of this Agreement hereby agrees that in the event of failure to make any payment required pursuant to this policy in a timely manner, the total amount of the reimbursement obligation including any legal fees, court costs or attorney fees, or other costs of collection efforts to collect any delinquent sums owing pursuant to this policy incurred by the Employer, shall be paid by the employee identified in Section A of this Agreement.

Dated this _____ day of _____ 20_____

Witness

Applicant

Witness

Village of Crestline

EXHIBIT A – Cont'd.

THE VILLAGE OF CRESTLINE, OHIO

**BINDING CONTRACT FOR REIMBURSEMENT OF TRAINING AND UNIFORM
EXPENSES**

PAGE 2 OF 2

STATE OF OHIO:

SS:

COUNTY OF CRAWFORD:

Before me a notary public in and for said county and state, personally appeared _____, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my official seal at Crestline, Crawford County, Ohio, on the ____ day of _____, 20__.

Notary Public

EXHIBIT B

**THE VILLAGE OF CRESTLINE, OHIO
PERSONNEL POLICY AND PROCEDURE MANUAL
SECTION 8
EMPLOYEE DISCIPLINE, APPEALS, AND GRIEVANCES**

- 8.01 Disciplinary Principles
- 8.02 Progressive Discipline
- 8.03 Guidelines for Disciplinary Action and Penalties
- 8.04 Conviction of a Felony

EXHIBIT B – Cont'd.

**THE VILLAGE OF CRESTLINE, OHIO
PERSONNEL POLICY AND PROCEDURE MANUAL**

DISCIPLINARY PRINCIPLES

**SECTION 8.01
PAGE 1 OF 1**

1. All employees of the Village, except police department and fire department employees, serve at the will of the Employer. However, to provide for professional and consistent delivery of services, the Employer has adopted the following general principles to administer disciplinary actions of employees:
 - a. Employees should be advised of expected job behavior, the types of conduct that the Employer has determined to be unacceptable, and the normal penalties for unacceptable behavior. Of course, some infractions are so obvious they will warrant discipline or removal even without a specific rule violation.
 - b. Immediate attention shall be given to policy infractions, unless special circumstances warrant further investigation or delay.
 - c. Discipline will be applied uniformly and consistently. Deviations from standard procedure should be clearly justified and documented.
 - d. Each offense should be dealt with objectively.
 - e. Discipline for minor offenses, as determined by the Employer, should be progressively applied.
 - f. Each department head shall be responsible for administering discipline (i.e., verbal warnings and written reprimands) and for making recommendations to the Mayor regarding more serious infractions.
 - (1) The Mayor will make final determinations regarding demotions, suspensions, or terminations of employment for all employees, with Council's concurrence, except police department employees.
 - (2) The Mayor will have final authority regarding demotions, suspensions, or terminations of police department employees after making inquiry into suspensions imposed by the Chief of Police, with Council's concurrence, as prescribed by law and pursuant to ORC 737.19.

Original Adoption Date: January 23, 2012 Revision Date:

EXHIBIT B – Cont'd.
THE VILLAGE OF CRESTLINE, OHIO
PERSONNEL POLICY AND PROCEDURE MANUAL

Progressive Discipline

SECTION 8.02
PAGE 1 OF 2

A. POLICY

1. The Employer has adopted this discipline policy as a guide for the uniform administration of discipline. It is not, however, to be construed as a delegation of, or a limitation upon, the Employer's statutory rights and/or obligations set forth in the O.R.C.
2. This discipline policy provides general guidelines for specific offenses, however, the examples of specific offenses given in any grouping are not all inclusive, and serve merely as a non-binding guide, when determining the severity of the offense it is suggested to reference the Douglas Factor rating scale.
3. The guidelines for discipline provided in this manual do not preclude the application of a more or less severe penalty for a given infraction by any employee.
4. All active records of discipline shall be maintained in the employee's personnel file. Working suspensions have the same effect as suspensions from work without pay for purposes of recording disciplinary actions and demonstrating progressive discipline.

Records of written warnings and written reprimands shall cease to have force and effect, as per the following schedule, and shall, upon written request of the employee, be removed from the personnel from the personnel file, provided no interviewing discipline has occurred. (Employee written warnings are subject to be reviewed on annual basis)

- a. Written warning — 12 months from the date of issuance.
- b. Written reprimands — 18 months from the date of issuance.

If intervening discipline occurs, the first warning or reprimand shall remain in effect until 36 months has elapsed, provided all records and disciplinary proceedings involving incidents of moral turpitude on the part of the employee shall remain in effect during the entire period of the employee's employment with the Village.

B. PROCEDURE

1. Supervisors may recommend and/or the department head may issue verbal warnings and written reprimands. Forms for issuing discipline are included in this manual. These forms should, in each case of discipline, be completed and signed by the department head, delivered to the employee, and signed by the employee. The completed form shall be forwarded to the Village Administrator and a copy placed in the employee's personnel file.
2. The Mayor has the authority to reduce in classification or pay, fine, suspend, or terminate an employee with Council's concurrence.

EXHIBIT B – Cont'd.

**THE VILLAGE OF CRESTLINE, OHIO
PERSONNEL POLICY AND PROCEDURE MANUAL
Progressive Discipline**

**SECTION 8.02
PAGE 2 OF 2**

While a Predisciplinary conference is not legally required for at-will employees it is strongly advised with the Village of Crestline, it is recommended that the Employer meet with the employee to provide the employee with an opportunity to respond regarding the alleged infraction, prior to reducing, suspending, fining, or removing the employee from public service.

- a. A Predisciplinary conference shall be conducted on all employees subject to an employee receiving disciplinary action that may result in employees suspended for more than three (3) days, reduced in rank or pay, or dismissal from duty.
 - b. Predisciplinary conferences shall be conducted by a representative of the Mayor and the representative shall report all findings to the Mayor.
3. The Chief of Police has exclusive authority to suspend police department employees. When an employee is suspended, the Chief shall certify to the Mayor in writing that the employee is suspended and for what cause but not before completing a Predisciplinary conference. The Mayor shall inquire into the cause of the suspension within five (5) days and may uphold, modify, or dismiss the suspension.
4. Police employees suspended for more than three (3) days, reduced in rank or pay, or dismissed by the Mayor may appeal the action to the legislative authority of the Village within five (5) days from the date of the Mayor's judgment.
- a. The legislative authority shall hear the appeal at its next regularly scheduled meeting. The employee may appear in person and/or by counsel, examine all witnesses, and answer all charges.
 - b. The legislative authority may dismiss the charges, uphold the Mayor's decision, or modify the judgment to one of suspension for not more than 60 days, reduction in rank, or removal from the department. The legislative authority must agree by a two-thirds (2/3) majority to suspend or discharge the employee.
 - c. In case of removal from the department, the employee may appeal on questions of law and fact the decision of the legislative authority to the Court of Common Pleas of Crawford County. The person shall make such appeal within ten (10) days from the date of the finding of the legislative authority.

Original Adoption Date: January 23, 2012 Revision Date: _____

**THE VILLAGE OF CRESTLINE, OHIO
PERSONNEL POLICY AND PROCEDURE MANUAL**

PERFORMANCE EVALUATIONS

SECTION 3.11

PAGE 1 OF 1

A. POLICY

1. A written performance evaluation provides the Employer with an effective mechanism to measure and communicate levels of job performance to employees. It provides the employee with documented, constructive feedback concerning current job performance. Documented performance evaluations can serve as a basis for important management decisions regarding training needs, job assignments, promotion, and retention of employees.
2. The work performance of all department heads shall be evaluated on an annual basis by the Employer. The Employer shall be authorized to perform special evaluations at any time. The work performance of all other Village of Crestline employees shall be conducted annually or evaluated at the discretion of the Employer.
3. Performance evaluations shall be conducted on each employee as described by the Employee Evaluation Diagram.
4. A six month evaluation shall be conducted on all new hires as described by the Employee Evaluation Diagram.

Original Adoption Date: January 23, 2012 Revision Date: _____

EXHIBIT C
 Crestline Village Employee
 Evaluation Diagram.

