

ORDINANCE NO. 5-2025

**AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 59-2024 (THE "MASTER BENEFITS ORDINANCE") ESTABLISHING THE EMPLOYMENT PROVISIONS AND FRINGE BENEFITS FOR ALL EMPLOYEES OF THE VILLAGE OF LORDSTOWN EXCEPT FOR THE HOURLY EMPLOYEES IN THE POLICE AND FIRE DEPARTMENTS EFFECTIVE JANUARY 1, 2025 – DECEMBER 31, 2027 AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:**

**Section 1:                    Scope**

The provisions herein shall be applicable to all employees of Lordstown Village except for the hourly employees in the Police and Fire Departments and such employees as are excluded by specific provisions hereinafter.

**Section 2:                    Employment Opportunities**

Vacant employment positions within the Village of Lordstown must be advertised in a newspaper of general circulation within Trumbull County, Ohio, with publication of sufficient information to attract and encourage the most qualified candidates to apply. After which the Mayor, (or such other appropriate department supervisor), Clerk, Treasurer or appropriate Committee of Village Council or the Board of Public Affairs shall narrow the list of applicants to the three (3) most qualified candidates, conduct interviews and then recommend to the Mayor or other appointing authority the most qualified candidate to be employed by the Village; however, subject to ratification by Village Council. All new Village employees shall serve a six (6) month probationary period. The failure to adhere to this protocol shall render the employment of a new Village employee null and void.

**Section 3:                    Definitions**

- (A) Full-time employee is defined as an employee who is scheduled to work forty (40) hours per week.
- (B) Part-time employee is defined as an employee who is scheduled to work twenty-nine (29) hours per week or less; provided, however, that such part-time employees may work additional hours with the consent of the Finance Committee of Village Council.

- (C) Salary employee is one who receives a salary rather than an hourly rate.
- (D) Hourly employee is one who receives an hourly rate of pay rather than a salary.

**Section 4:**                    **Employment Background Check**

Individuals seeking employment with the Village (full-time, part-time, temporary, seasonal, compensated or uncompensated) shall be required to submit to an employment background check pursuant to Ordinance No. 27-2021.

**Section 5:**                    **Pre-Employment Physical**

- (A) No person shall be hired as a Village employee, either full-time or year round part-time, unless he or she has first passed a physical examination, given by a licensed physician, showing that he or she is capable of performing the duties of the position to which he or she is to be hired to perform.
- (B) The Village of Lordstown will select the licensed physician for said examination and the Village shall pay said licensed physician for said examination.

**Section 6:**                    **Beginning Hourly Employees Wages**

- (A) Beginning employees must be employed for thirty (30) calendar days before they are eligible for insurance benefit coverages.
- (B) No new or replacement employee shall be placed on the payroll without an approved job description on file and authorized by Council.
- (C) Employees covered by this Ordinance shall receive a rate of pay consistent with their individual ordinances concerning hourly rate of pay.

**Section 7:**                    **Overtime**

- (A) All full-time, hourly employees shall be paid one and one-half (1-1/2) times their regular rate of pay for time worked in excess of forty (40) hours per week. All overtime must have the approval of the department head.
- (B) Part-time employees shall not be paid at an overtime rate unless they work in excess of forty (40) hours per week.
- (C) The following shall be used in establishing the amount of hours worked per week: actual hours worked; including legal holidays; compensated sick time; vacation time; bereavement leave time; compensated personal leave days; and such other non-working compensatory days. Notwithstanding the foregoing, a non-

bargaining unit employee shall not be compensated for more than eight (8) hours base rate of compensation for any of the aforementioned non-working compensatory days unless the employee actually works such day.

**Section 8:**                    **Probationary Period**

All newly hired hourly employees of the Village must serve a six- (6-) month probationary period during which they may be dismissed for any reason upon the recommendation of the department supervisor and the Mayor and concurrence by Village Council.

**Section 9:**                    **Entitlement to Fringe Benefits**

- (A) Only full-time hourly and salary employees are entitled to fringe benefits in excess of statutory requirements.
- (B) Fringe benefits shall be defined as and include ONLY special schooling, insurances (health and life), holidays, vacations, bereavement pay, leave without pay, sick leave, family leave, and personal leave days.
- (C) Except for those benefits which may be required under applicable provisions of this agreement, or federal or state laws governing the extension of health and retirement benefits beyond employment, employees who are on lay-off or who have been terminated, are entitled to no fringe benefits.

**Section 10:**                    **Special Schooling**

Any full-time employee required to attend special schooling which is necessary for his or her present position, shall be paid (if not scheduled for work during that time) a regular hourly rate while attending the course (not to exceed eight hours per day), providing, however, all such special school attendance must be recommended by the employee's supervisor and approved by the Mayor.

**Section 11:**                    **Insurances**

The Village of Lordstown shall provide all full-time employees of the Village with the following health insurance coverages; provided, that a non-bargaining unit employee may voluntarily elect to "opt out" of such health insurance coverages and receive additional cash compensation in an amount which is the equivalent of fifty percent (50%) of the premium payments (however, not to exceed One Thousand and 00/100 Dollars (\$1,000.00) a month) which the Village of Lordstown is required to pay monthly for such employee's health insurance coverage. Provided, however, that in the event of a husband and wife both being employed by the Village of Lordstown, for purposes of this "opt-out", they shall be treated as one unit; therefore, if one spouse elects insurance coverage, it must be family coverage, and the other spouse shall not be entitled to receive the "opt-out" payments. Conversely, should both spouses not elect the employer-sponsored insurance, then they shall be entitled to only one "opt-out" payment. The "opt-out" reimbursement formula shall be recalculated at the expiration of each insurance fiscal year. The "opt out" premium payments shall be paid to each eligible employee by payroll check on or before the end of each month. To be eligible for the "opt out", the employee must execute the Insurance Coverages

Verification Form and deliver a copy of the same annually to the Clerk of the Village:

- (A) **Life.** The Village shall furnish life insurance to each full-time employee in an amount of \$35,000 per employee and in accordance with the plan adopted by Council as amended or superseded. During the term of this Ordinance, the Village reserves the right to change the insurance carriers and/or coverages.
- (B) **Dental.** The Village shall furnish to each full-time employee a dental health care plan in accordance with the plan adopted by Council as amended or superseded; provided, however, that for the period January 1, 2025 through December 31, 2027, the Village shall provide each full-time employee reimbursement for orthodontic dental coverage as follows: Employee Co-Pay 40%, Employer Contribution 60%, however, not to exceed One Thousand Dollars (\$1,000.00) per person. The orthodontic coverage shall be self-funded by the Village. Employees shall submit fully paid receipts to the Clerk of the Village at the time they seek reimbursement for orthodontic coverage. During the term of this Ordinance, the Village reserves the right to change the insurance carriers and/or coverages; provided, however, that an employee of the Village of Lordstown may include coverage for an adult child to age 26 .
- (C) **Prescription.** The Village shall furnish to each full-time employee prescription drug insurance in accordance with the plan adopted by Council as amended or superseded. During the term of this Ordinance, the Village reserves the right to change the insurance carriers and/or coverages; provided, however, that an employee of the Village of Lordstown may include coverage for an adult child to age 26.
- (D) **Hospitalization.** The Village shall furnish a family plan of hospitalization and medical insurance in accordance with the Plan adopted by Village Council for all employees of the Village of Lordstown, as amended or superseded; provided, however, that an employee of the Village of Lordstown may include coverage for an adult child to age 26.
- (E) **Optometric.** The Village shall furnish optical coverage for each full-time employee in accordance with the plan adopted by Council as amended or superseded. During the term of this Ordinance, the Village reserves the right to change the insurance carriers and/or coverages; provided, however, that an employee of the Village of Lordstown may include coverage for an adult child to age 26.
- (F) **Insurance Provider Requirements.** In order to remain eligible to receive the foregoing insurance benefits, each Employee of the Village must furnish information reasonably requested by an insurance provider wishing to contract with the Village of Lordstown to provide such insurance coverages for the Village. The Village shall determine whether such requested information is

reasonable. Employees who fail or refuse to furnish information reasonably requested by such insurance provider shall forfeit their eligibility to participate in the Village of Lordstown's insurance benefits.

- (G) During the term of this Ordinance, the Village reserves the right to change the insurance carriers and/or coverages, as well as the right to require a payroll deduction for an employee to cover the cost of their selected insurance plan premiums.

**Section 12:** That the Village of Lordstown shall pay one hundred percent (100%) of the premium costs for the *Basic* insurance coverage for employees who elect "PPO" or "HSA" insurance coverage (family or single or Group Health Plan insurance coverage (family or single) which payment shall be made from the Benefits Account within the General Fund, M&R Fund and Utility Fund.

**Section 13: Health Savings Account.** That for those employees who elect Group Health Plan coverage (family or single), the Village shall contribute the following amounts for the periods set opposite into a health savings account for the electing employee, to-wit:

(A) Year	Family Coverage	Single Coverage
2025	\$5,000.00	\$2,480.00
2026	\$5,000.00	\$2,480.00
2027	\$5,000.00	\$2,480.00

-- which contributions shall be made in monthly installments payable by the 15<sup>th</sup> of the following month in which payroll deduction was withheld for 2025, 2026 and 2027.

(B) Prorated Contributions for Mid-Year Hires: For those employees who elect Group Health Plan Coverage (family or single), the Village of Lordstown shall make pro-rata contributions to such employees' HSAs based on the number of months that the employee was employed by the Village and eligible to receive such benefits during the year.

(C) The Village of Lordstown shall pay the initial set up fee to create the HSA account; however, the employee shall be responsible for payment of any monthly HSA administrative fees to the depository bank which maintains the HSA account.

(D) That the Village of Lordstown shall furthermore offer its employees the option to make additional contributions to his/her HSA account through payroll deduction to be funded in equal pretax amounts per pay period to supplement the permitted Internal Revenue Service maximum deposit to such employee's HSA account.

**Section 14: Holidays**

(A) The following days are hereby designated as "Legal Holidays":

- (1) The first day of January, known as New Year's Day;

- (2) The third Monday in January, known as Martin Luther King, Jr., Day;
  - (3) The third Monday in February, known as President's Day;
  - (4) Good Friday;
  - (5) The last Monday in May, known as Memorial Day;
  - (6) The nineteenth day of June, known as Emancipation Day;
  - (7) The fourth day of July, known as Independence Day;
  - (8) The first Monday in September, known as Labor Day;
  - (9) The eleventh day of September, known as Patriot Day, provided that such day is declared a Federal holiday;
  - (10) The second Monday in October, known as Columbus Day;
  - (11) The eleventh day of November, known as Veteran's Day;
  - (12) The fourth Thursday in November, known as Thanksgiving Day;  
and
  - (13) The twenty-fifth day of December, known as Christmas Day.
- (B) If a holiday falls on a Saturday, the employee will have the preceding Friday off, and if the holiday falls on a Sunday, the employee will have the following Monday off.
- (C) In order to be eligible for paid holidays, the employee must report to work and actually work either: (1) his last scheduled work day before the holiday, and the holiday if scheduled, and his next scheduled work day immediately after the holiday; or (2) unless the employee has a doctor's slip verifying the employee was either sick or injured and could not report for work; or (3) the employee is specifically excused by their Supervisor; or (4) the employee is on authorized vacation.
- (D) Employees shall also have the following days off at their regular rate:
- (1) The day after Thanksgiving\*;
  - (2) The day of Christmas Eve\*;

- (3) The day of New Year's Eve\*.

Provided, however, that should these dates create a hardship within a department of the Village, the department head may require scheduled Employees to work these days at one and one-half (1-1/2) their regular rate of pay.

**Section 15:**                    **Personal Leave**

Each full-time employee shall be entitled to three (3) personal days off with pay. Request for time off pursuant to this provision shall be approved in advance by the department head.

\*Further provided that in lieu of the holidays itemized in the aforementioned Section 14 (D), that Police Dispatchers shall be granted two (2) additional personal leave days (or sixteen (16) hours) for a total of forty (40) hours because of scheduling difficulties due to the number of Police Dispatchers.

For Full Time Dispatcher Only: The number of personal days shall be pro-rated as follows if an employee is hired mid-year:

- If hired in Jan-Feb-March, five (5) personal days
- If hired in April-May, four (4) personal days
- If hired in June-July-August, three (3) personal days
- If hired in Sept-Oct, two (2) personal days
- If hired in Nov-Dec, one (1) personal day.

**Section 16:**                    **Vacations**

(A) Full-time employees shall be entitled to vacation according to the following schedule:

- (1) Zero to three (3) years of service – eighty (80) hours of vacation;\*
- (2) Four (4) years of service - one hundred twenty (120) hours of vacation;
- (3) Seven (7) years of service - one hundred forty-four (144) hours of vacation;
- (4) Nine (9) years of service - one hundred sixty (160) hours of vacation;
- (5) Twelve (12) years of service – one hundred sixty-eight (168) hours of vacation;
- (6) Fifteen (15) years of service - one hundred eighty-four (184)

hours of vacation;

- (7) Twenty (20) years of service - two hundred (200) hours of vacation.
- (8) Twenty-Five (25) years of service - two hundred forty (240) hours of vacation.
- (9) Thirty (30) years of service - two hundred eighty (280) hours of vacation.

\*New hires may not use earned vacation during the first year of employment until they have completed their six month probation.

- (B) After one (1) full year of service, vacation time anniversaries will revert to January 1.
- (C) An employee may carry over into the following year up to forty (40) hours of unused vacation, paid at the rate of pay prevailing at the time used. In the event of death of an employee, any carry-over vacation pay shall accrue to the decedent's estate. If the resulting vacation imposes a scheduling burden in the Department which would create the need for the hiring of additional employees, the Department shall not be required to tack this carry-over to the current entitlement.
- (D) The time designated for vacation by employees must be approved by the department supervisor.
- (E) Prior service credit for vacation will be granted in the computation of vacation leave for any employees having previous employment with Village of Lordstown as required by Ohio Revised Code, Section 9.44, who become Village employees after January 1, 1991.
- (F) Upon retirement or termination from employment, an Employee may either take his/her accumulated but unused vacation time with department head approval or elect to receive a lump sum payment in lieu thereof.

**Section 17: Bereavement Pay**

Bereavement pay shall be allowed for working days off (not to exceed three (3) days). Said pay or time shall not be deducted from accumulated sick leave. Said allowance shall apply in the case of the death of the employee's spouse, **mother, father, children, step children of a current marriage, step-parents or legal guardian (loco parentis), brother, sister, mother-in-law, father-in-law, grandchildren, grandparents or grandparents in-law, brother-in-law or sister-in-law. Bereavement pay shall be allowed for one (1) working day off for the death of an employee's or employee's spouse's aunt, uncle, niece or nephew.**

**Section 18:**                    **Leave Without Pay**

- (A) The Village may grant temporary leave without pay for a period not to exceed thirty (30) days per calendar year upon the request, in writing, for good cause shown. Such requests will not be unreasonably denied.
  
- (B) An employee who is unable to work due to sickness, injury, or illness and who has exhausted all available leave shall be granted leave without pay and no fringe benefits for up to one (1) year if requested by the employee in writing. Any employee granted leave as set forth herein without pay shall be reinstated at his or her former rank or position without loss of seniority, accrued to the date of leave without pay was taken, if physically and mentally competent to perform his or her duties.

**Section 19:**                    **Jury Duty Leave**

An employee serving upon a jury or subpoenaed to be witness in any court of law will be paid his regular wages for each work day he is so serving, less whatever amount such employee may otherwise receive as compensation for jury or witness duty. Time so served shall be deemed active and continuous service for all purposes of employment.

**Section 20:**                    **Military Leave**

An employee shall be granted a leave of absence without pay to serve in the armed forces of the United States or any branch thereof. Such leave shall last only for the initial enlistment or induction. An employee on military leave without pay shall continue to accrue seniority, and if the employee requests reinstatement within thirty-one (31) days of his discharge for military service, the Employer shall reinstate the employee at the same rank as when he left (with full credit for prior seniority). The Village may require the employee to establish that his physical and mental conditions have not been impaired so as to render him incompetent to perform the duties of his position.

Employees who are members of the Ohio National Guard or any military reserve unit shall be granted military leave with pay when ordered to temporary active duty or when ordered to military training exercises not to exceed thirty-one (31) days per calendar year. Military leave pay shall be the difference between the employee's regular pay and service pay. The employee may, at his/her option, elect to use accumulated vacation and receive vacation pay in lieu of military leave pay.

**Section 21:**                    **Sick Leave Entitlement**

- (A) Sick leave for full-time employees of the Village shall be computed on the basis of five (5) hours for every eighty (80) hours of service.
  
- (B) Accumulation of sick leave shall be unlimited.
  
- (C) An employee who has transferred to the Village from another municipal

corporation shall be credited with the unused balance of his accumulated sick leave from such municipal corporation; however, not to exceed thirty (30) days. Accumulated sick leave from a prior public employer other than a municipal corporation shall not be transferable to the Village of Lordstown.

- (D) At the time of retirement from active service, an employee, in order to receive payment for unused sick leave, must have been employed by the Village for three (3) full years.
- (E) Upon retirement or in the event of death prior to retirement, an employee shall be entitled to receive a lump sum cash payment of **one hundred percent (100%)** of any accrued but unused sick leave up to a maximum of **six hundred (600) hours**. In the event such payment arises due to the death of an employee prior to retirement, such payment shall then be made to the employee's estate.
- (F) To assure that an employee who has been injured on the job returns to work in a manner which is healthy and safe, an employee who receives medical treatment for a job related illness or injury must provide medical statements for each visit to a medical provider. Medical statements shall be provided to the Clerk or his designee upon the employee's return to work. If the medical statement contains any restrictions, conditions, requirements or limitations concerning the employee's return to work, the employee and employer must adhere to those recommendations. Failure to provide medical statements or failure to follow the recommendations, conditions, requirements or limitations for returning to work may result in disciplinary action.

**Section 22:**                      **Sick Leave Policy**

- (A) An employee who reports for work and who, in the opinion of the department supervisor, is too ill to perform their assigned duties may be ordered off duty with a deduction in sick leave accrual equivalent to the time missed. If the employee has no sick leave accrued, the time off shall be without pay.
- (B) Any employee who is off work due to sickness or injury for more than three (3) consecutive work days, shall be required to submit a statement from his or her attending physician verifying the fact that said employee was absent from work due to said sickness or injury.
- (C) Any employee who is off work due to sickness or injury for ten (10) days or more, shall be required, at the discretion of his/her immediate supervisor, to submit to an impartial examination, by a physician designated and paid for by the Village of Lordstown. Forms will be provided by the Village.
- (D) In the event that the examining physician recommends x-rays, examination by a specialist or psychiatrist, the employee shall submit, at Village expense, to these

recommendations at the earliest possible time. Any recommendations by the above examining physicians, as to duty status, will be final.

- (E) In any illness/injury extending ten (10) days or more, it will also be the responsibility of the employee to submit a complete copy of his/her attending physician's diagnosis, treatment and prognosis of the said illness or injury, if requested.
- (F) Any employee refusing or neglecting to comply with the above policies, will not be permitted by his/her immediate supervisor to return to work until such time as he/she has complied with said policies.
- (G) Employees will not receive compensation of any kind for failure to comply with this section, such as accumulated sick leave or vacation days.

**Section 23: Sick Leave Donation Program**

The Village of Lordstown Sick Leave Donation Program is to provide a means of obtaining additional sick leave days to avoid loss of compensation due to a catastrophic illness or injury of the employee. This benefit is available to all eligible, voluntarily participating full-time employees of the Village of Lordstown (including full-time employees of the Village Police Department) who have legitimately exhausted all of their accumulated sick leave, vacation leave, compensatory time, and personal leave days.

- (A) The office of the Village Clerk shall be responsible for managing and administering the Village of Lordstown Sick Leave Donation Program to include the procedural establishment, solicitation of donations from participating employees, processing of applications and records management.
- (B) All regular full-time Village of Lordstown employees who have a sick leave balance of ten (10) or more days (i.e., eighty (80) hours) at the time of the initial donation shall be eligible to participate in the Village of Lordstown Sick Leave Donation Program.
- (C) Newly hired employees shall be eligible to participate in the Sick Leave Donation Program the month following the accumulation of eighty (80) hours of sick leave.
- (D) Any full-time employee (the donating employee) may choose to donate in increments of eight (8) hours or one (1) day, but not to exceed forty (40) hours/five (5) days at any one time of accumulated but unused sick leave which exceeds eighty (80) hours of his or her respective accumulated sick leave to another full-time employee who has depleted his or her time off, i.e., sick leave, vacation, compensatory time, personal days, etc.
- (E) Donation of sick leave hours shall be calculated and transferred monthly as needed, but not to exceed one hundred sixty (160) total hours donated to any one

donee per month.

- (F) Once a full-time employee (the donee) has neared the point of depleting his or her leave, his/her department head shall be notified and a request for donations of sick leave shall be posted where all employees can view the request. Any full-time employee wishing to donate sick leave hours to that individual may then contact the Village Clerk who will refer the request to the Payroll Clerk to process the transfer of donated sick leave hours. Provided, however, that the full-time employee donating the sick leave must retain a minimum of eighty (80) hours of sick leave for their own use.
- (G) Criteria for Receiving Sick Leave Donation.
  - (i) Serious accident by the recipient full-time employee requiring absences from work.
  - (ii) Serious illness of the recipient full-time employee.
  - (iii) Extended hospitalization of the recipient full-time employee.
- (H) The Sick Leave Donation Program will go into effect on January 1, 2017.

**Section 24:**                    **Family Leave Policy**

- (A) An employee who has been employed by the Village for at least twelve (12) months and has worked 1250 hours during the previous twelve-month period is an "eligible employee" for family leave.
- (B) Family leave shall be granted to "eligible employees"
  - (1) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
  - (2) Because of the placement of a son or daughter with the employee for adoption or foster care.
  - (3) Because of a serious health condition that makes the employee unable to perform the functions of the job.
  - (4) To care for an immediate family member with a serious health condition.
- (C) An eligible employee shall be granted a total of twelve (12) weeks of family leave within the first twelve (12) months after a baby's birth or placement.

- (D) Said leave may be taken by either parent.
- (E) During family leave, the eligible employee shall first use all accumulated vacation, compensatory time and sick leave. Then the employee shall take the balance of family leave as unpaid leave.
- (F) Leave must be taken in one block of time **or on an intermittent basis**, unless approved by the Employer.
- (G) An employee is required to request leave in writing thirty (30) days prior to commencement, if possible.
- (H) If both parents are employed by the same Employer, the total amount of leave provided shall not exceed twelve (12) weeks (60 working days).
- (I) During the unpaid leave, all health care and life insurance benefits will be paid by the Employer.
- (J) If an employee elects not to return to work after the expiration of the family leave, the Employer may recover from the employee the cost of medical premiums paid during the unpaid portion of the leave.

**Section 25:**                    **Seminar Expenses Incurred by Employees**

Seminar expenses incurred by employees shall be determined by a separate Ordinance adopted by the Council of the Village of Lordstown.

**Section 26:**                    **Rules of Employment**

To promote the general welfare and harmony, and to maintain safe and proper working conditions for all employees of the Village, the following rules governing the employees are hereby adopted:

- (A) Any employee violating any one or more of Items (1) through (6) listed below will be subject to immediate suspension upon the recommendation of the department supervisor and with approval of the Mayor. Said suspension may result in dismissal upon approval of the Village Council. However, a lesser punishment may be prescribed by the department supervisor and Mayor.
  - (1) No employee shall report for work under the influence of alcohol and/or drugs. It will be necessary for the department supervisor to attest to the degree of alcohol/drug effect.
  - (2) No employee shall steal from the Village, a fellow employee, or any other person or persons.

- (3) No employee shall make a false statement in connection with employment applications or other prescribed Village records such as sick leave reports or equipment damage reports.
  - (4) No employee shall act in an insubordinate manner. This shall include refusal or failure to perform assigned jobs.
  - (5) No employee shall intentionally damage or treat with disregard any item of Village property.
  - (6) No employee shall physically assault another person.
  - (7) No employee shall sleep while on duty. This shall include on Village premises, in vehicles or on job sites.
  - (8) No employee shall treat with disrespect any resident or visitor to the Village.
  - (9) No employee shall verbally abuse another person.
  - (10) Any violation not specifically cited above, but which is deserving of disciplinary action shall be dealt with upon agreement of the department head and Mayor.
  - (11) Employees of the Village of Lordstown who are required to maintain a commercial driver's license shall comply with Village Ordinance No. 78-2017 (CDL Drug and Alcohol Random Testing Policy). All other employees of the Village of Lordstown shall comply with Village Ordinance No. 35-2017 (Drug and Alcohol Random Testing Policy).
- (B) In cases of disciplinary action as a result of violation of Items (1) through (6) above, an appeal hearing shall be heard at the next regularly scheduled Council meeting if it occurs within five (5) days of the notice of appeal and if no meeting is scheduled within five (5) days of the notice of appeal.
- (C) Violation of any one or more of Items (7) through (10) shall cause the employee to be disciplined in accordance with the following policy.
- (D) Disciplinary Policy and Procedures
- (1) No employee shall be reduced in pay, suspended or discharged except for just cause.
  - (2) Except in instances where the employee is found guilty of gross misconduct,

discipline will be applied in a corrective, professional and uniform manner in accordance with the following procedures.

(3) The Employer's policy on aggregated progressive discipline is as follows:

- First Offense** - Oral reprimand.
- Second Offense** - Written reprimand which will be kept on file for twelve (12) months.
- Third Offense** - Three (3) days off without pay, a record of which shall be kept on file eighteen (18) months, upon the recommendations of the department supervisor and approval of the Mayor.
- Fourth Offense** - Four (4) days off without pay, a record of which shall be kept on file for twenty-four (24) months, upon the recommendation of the department supervisor and the approval of the Mayor.
- Fifth Offense** - Dismissal, upon the recommendation of the department supervisor and the Mayor with approval of Village Council.

(E) Appeal of disciplinary action for Items (7) through (10) above:

- (1) Any employee who is suspended for disciplinary reasons has the right to file a written appeal within twenty-four (24) hours of the time said employee is served with the notice of suspension. The appeal shall be filed with the department supervisor.
- (2) After an appeal has been filed, a hearing date will be set within forty-eight (48) hours. The appropriate committee of Village Council shall hear the appeal.
- (3) If in the opinion of the appropriate committee, a suspension is justified, said suspension shall begin on the next regularly scheduled working day after the hearing.

**Section 27: Absences, Excessive Absences and Tardiness**

(A) **Absences.** An absence is defined as a continuous time period during which an employee is not present during his/her scheduled work hours, whether authorized or unauthorized.

Absences in each calendar year are unpaid and may subject an employee to disciplinary action.

If an employee arrives at work late or leaves work early due to illness, the employee will be paid for actual time worked after the start of a scheduled shift. Balance of time off will be covered by sick, vacation or personal time.

(B) Excessive Absences. An excessive absence is defined as an unscheduled, unpaid, unexcused absence within any rolling 12-month period, which exceeds the paid absence days allowed. Discipline will be imposed for excessive unexcused absences as follows:

FIRST STAGE: Action: Oral Reprimand	Four (4) unexcused days of absence within any rolling 12-month period.
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SECOND STAGE: Action: Written Reprimand	Five (5) unexcused days of absence within any rolling 12-month period.
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SUSPENSION: Action: Three (3) unpaid days off	Six (6) unexcused days or partial days of absence within any rolling 12-month period.
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SUSPENSION SUBJECT TO DISCHARGE: Action: Dismissal, upon the recommendation of the Department Supervisor and the Mayor with the approval of Village Council.	Seven (7) unexcused days or partial days of absence within any rolling 12-month period.
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(C) Tardiness. Tardiness is defined as arriving within an hour late of, or calling in after your scheduled start time or return time from meals or breaks without advance authorization from the Department Supervisor.

FIRST STAGE: Action: Oral Reprimand	Six (6) times tardy within any rolling 12-month period.
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SECOND STAGE: Action: Written Reprimand	Seven (7) times tardy within any rolling 12-month period.
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SUSPENSION: Action: Three (3) unpaid days off	Eight (8) times tardy within any rolling 12-month period.
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SUSPENSION SUBJECT TO DISCHARGE: Action: Dismissal, upon the recommendation of the Department Supervisor and the Mayor with the approval of Village Council.	Nine (9) times tardy within any rolling 12-month period.
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**Section 28:**                    **Employee Incidents Involving Village Vehicles or Property**

Any incident involving damage to Village-owned vehicles or property shall be reported to the Supervisor of that Department immediately and a report SHALL be made and submitted to the Mayor and the Clerk of the Village. The Employee(s) involved shall be sent for a drug / alcohol test within one hour of the incident. A failure to report the incident will result in disciplinary action pursuant to the Collective Bargaining Agreement for Police personnel or Master Benefits Ordinance for other employees of the Village.

Incidents occurring within the Village (except those involving police vehicles) will be investigated by the Lordstown Police Department. Any incident involving police vehicles will be investigated by Ohio State Highway Patrol or Trumbull County Sheriff's Department. Any incident occurring outside of the Village of Lordstown will be investigated by the law enforcement authorities of that jurisdiction.

Incidents involving third parties within or outside of the Village shall also be reported to the Village insurance carrier.

**Section 29:**                    **Employee Upon Election to Public Office**

In order to prevent any potential conflict of interest, any Village employee who is elected or appointed to the position of Mayor, Village Clerk, Treasurer or Village Council or any Water Department employee who is elected or appointed to the Board of Trustees of Public Affairs must resign from said Village employment before taking over the duties and responsibilities of his or her elected or appointed office.

**Section 30:**                    **Retiree Honorarium**

Upon the retirement with ten or more years of continuous service as a Village employee, the Village of Lordstown may present the new retiree with a gift. The value of said gift shall not exceed One Hundred Twenty-Five and 00/100 Dollars (\$125.00).

**Section 31:**

All prior ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed.

**Section 32:**

That the Clerk be and is hereby authorized and directed to implement the foregoing provisions of this Ordinance and to pay for the same from the appropriate funds of the Village of Lordstown.

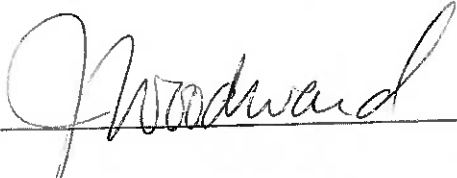
**Section 33:**

That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare and because implementation is time sensitive due to the timing and enactment of related legislation.

**Section 34:**

That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 18 day of February, **2025**.

  
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Mayor

  
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Clerk