

AN ORDINANCE OF THE CITY OF VILLA HILLS, IN KENTON COUNTY, KENTUCKY AMENDING THE VILLA HILLS PERSONNEL POLICIES.

WHEREAS, the current Villa Hills Personnel Policies were adopted in 2013 and amended in 2013, 2015, 2018, 2019, and 2021; and

WHEREAS, The city of Villa Hills wishes to update the personnel policies to comply with state law changes, best practices, and to remain competitive in retention and recruitment of employees;

BE IT ORDAINED BY THE CITY OF VILLA HILLS, KENTUCKY:

SECTION I

The changes to the Villa Hills Personnel Policies contained in Exhibit A, attached hereto and incorporated by reference, are hereby adopted.

SECTION II

Any and all Ordinances in conflict with this Ordinance shall be, and hereby are, repealed to the extent of said conflict.

SECTION III


The provisions of this ordinance are severable and the invalidity of any provision of this ordinance shall not affect the validity of any other provisions hereof, and such other provisions shall remain in full force and effect as long as they remain valid in the absence of that provision determined to be invalid.

SECTION IV

This Ordinance shall take effect and be in full force from and after its passage, and may be published in summary form, and recording, according to law.

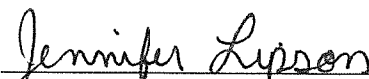
Passed by the City Council this 19th day of June, 2024.

City of Villa Hills, Kentucky
A Municipal Corporation of the Home Rule Class



Heather H. Jansen, Mayor

ATTEST:



Jennifer Lipson, City Clerk

Sponsor: Wadsworth

First Reading: May 15, 2024

Second Reading: June 19, 2024

Published: June 28, 2024

Ayes: 6

Nays: 0

Abstentions: 0

Absent: 0

CHAPTER 7

BENEFITS

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Section 1 -- Retirement plan

The City of Villa Hills participates in the County Employees Retirement System (CERS) retirement plan, and participation in the plan is mandatory for those employees who meet the statutory eligibility requirements. An eligible employee must contribute a percentage of her/his gross salary and the City shall contribute a matching amount as required by CERS. CERS defines eligibility requirements and contribution rates.

Section 2- Health Care Insurance

The City may make available health insurance for full-time regular employees and their families. The terms and conditions for receipt of health insurance benefits are governed by the City's detailed health insurance plan documents. Details can be found from the Mayor or Mayor's designee. The City makes available health insurance for full-time, regular workers and their families on the first of the month following date of hire. Depending upon budget considerations and other factors, the City may, at its sole discretion, pay a portion of the premium cost for regular full-time workers and their families. The portion of the premium cost paid by the city, if any, may change from time to time at the discretion of the city. The City also complies with the Consolidated Omnibus Reconciliation Act (COBRA). These plans are subject to specific terms and conditions of the insurer, and the scope of benefits and offerings may change depending upon alterations and amendments to the group.

The City may offer a monthly stipend in lieu of health insurance at the request of an employee eligible for health insurance coverage pursuant to the Affordable Care Act. The employee must provide proof of coverage by another health insurance plan offering credible coverage to the employee. This stipend will be set at an amount less than the single coverage rate and is subject to the availability of resources provided by Council. The stipend amount may change from time to time at the discretion of the city.

Section 3—FSA Plan Overview

The city has established a Section 125, Flexible Spending Account and eligible employees, at their discretion, and consistent with plan requirements, may enroll in this plan. The government under Section 125 allows the city to sponsor this plan so employees can pay eligible expenses without being taxed on those dollars. The sections of the plan include Premium Conversion for pre-tax insurance premiums, unreimbursed medical accounts for medical, dental, and vision expenses not covered by insurance, and dependent care expenses. The eligible expenses may change based on changes to federal law or regulations.

Section 4-- Worker's Compensation Act

The City of Villa Hills will provide worker's compensation insurance for all employees at no cost to the employees. An employee must report all accidents promptly. If an employee has an accident

while at work, no matter how minor the injury may be, it must be reported promptly to the City Clerk or if unavailable the Mayor. An employee will then be sent to a doctor, or may go to one of his/her preference provided that said visit is necessary. As soon as possible after such an accident, a full report must be made to the Bureau of Worker's Compensation. The City Clerk, the Department Head, or the third-party administrator will assist in the preparation of this report.

Section 5 -- Dental Insurance

The City may provide dental insurance to all regular full-time employees. The terms and conditions for receipt of dental insurance benefits are governed by the City's detailed dental insurance plan.

Section 6 -- Life Insurance

The City may pay the premium for a life insurance policy for all regular full-time employees. The terms and conditions for receipt of life insurance benefits are governed by the City's detailed life insurance plan.

Section 7- Vision Insurance

The City may provide vision insurance to all regular full-time employees. The terms and conditions for receipt of vision insurance benefits are governed by the City's detailed vision insurance plan.

Section 8 – Long term Disability

The City may pay the premium for a long-term disability insurance policy for all regular full-time employees. The terms and conditions for receipt of long-term disability life insurance benefits are governed by the City's detailed Long Term Disability plan.

Section 9 – Health Reimbursement Account

Each full-time regular employee may be eligible for a specific dollar amount to be used for reimbursement of various medical expenses. Complete details can be obtained from the City Clerk. Federal law and the City Council determine the amount of dollars available to each employee under the HRA plan.

Section 10 – Voluntary Benefits

The Mayor may allow to be offered various voluntary benefits to employees, such as short-term disability, for which any employee who elected to take such benefits would be 100% responsible for the premium/cost and no cost would be incurred by the city except for the incidental processing of deductions and payments.

Section 11 – Recruitment/Retention programs

The City may, with the approval of the Mayor and within the resources approved by Council, develop Recruitment and Retention programs to attract high quality applicants and retain high performing personnel. Such programs may be tailored to fit the individual circumstances of the

employee being recruited or retained. Such programs shall be for services rendered by the personnel and subject to the prohibition of bonuses for public employees in the Constitution of Kentucky.

Section 12 - Return to Work/Modified Duty Program

A. Policy Statement

It is the policy of City of Villa Hills, when possible, to modify work assignments for a limited period to assist employees who are temporarily restricted from performing their regularly assigned duties. This policy applies to all City of Villa Hills employees. Modification of duties will be done on a case-by-case basis, and the City may at any time decline to modify duties if in the judgment of the City modification will impair the efficient operations of the City. Any modification of work assignments under this policy must be approved in advance by the Mayor. (Note: This policy should not be construed as recognition that an employee has a disability as defined by the Americans with Disabilities Act (ADA) of 1990 and its Amendments.)

B. Definitions

Return to Work (RTW) (Modified Duty) position is a temporary position to which an employee is assigned when he/she is unable to return to his/her regular position following an ~~on-the-job~~ injury, illness, or other condition that have job related restrictions. The Return-to-Work position temporarily addresses the restrictions placed on an individual by an evaluating physician.

Employment related injury is an injury or occupational disease, which arises out of the course and scope of employment and is a compensable injury or illness, as defined under the Kentucky Workers' Compensation Act.

Physician in this policy means a doctor of medicine, osteopathic medicine, optometry, dentistry, podiatry, or chiropractic who is licensed and authorized to practice as defined in the Kentucky Workers' Compensation Act.

C. Responsibilities

The injured employee is to inform the evaluating physician of employer's early return to work program; adhere to the assigned restrictions/limitations for the specified period of time; maintain a positive attitude toward working within physical restrictions/limitations; continue to seek and follow appropriate medical care throughout recovery period.

Employer to review and evaluate work alternatives for a temporary specified period of time as established by the evaluating physician; to evaluate job description and modify requirements within the position to accommodate the employee to the assigned restrictions; to monitor the injured employee to ensure work performed is within the assigned restrictions; to continue to review and adjust job assignments as medical condition improves and restrictions change until final goal of either release to full duty or maximum medical improvement is achieved.

Evaluating Physician to assign specific temporary restrictions for a specified period of time; to review and adjust assigned restrictions at each evaluation; maintain beneficial and appropriate medical care and treatment with the goal of moving injured worker to full duty release or maximum medical improvement.

Claims Adjuster, in cases of Employment related injury or illness, to obtain specific temporary restrictions/limitations for a specified period of time from the evaluating physician after each evaluation; communicate verbally and written restrictions to the designated employer contact; work effectively with the injured employee, employer and physician to reach goal of returning employee to gainful employment.

D. Eligibility

To be eligible for participation in the RTW Program, an employee must provide a written statement from the designated treating physician that he/she is:

- Temporarily unable to perform his/her essential duties.

and

- Capable of carrying out work of a lighter or modified nature from his/her regular duties and is expected to return to his/her regular duties within 60 calendar days.

E. Process

1. If related to an on-the-job injury or illness, the department must complete a First Report of Injury for Workers' Compensation and inform the employee in writing of the Return-to-Work Program. The Company Nurse program provided by the city's Workers' Compensation carrier can assist with the initial evaluation and completion of the First Report of Injury form.

2. The employee must be seen and evaluated by a physician to determine if the employee is able to return to work, and if so, with or without restrictions.

At the time of the evaluation, the employee must inform the physician of the Return-to-Work Program, and provide him/her with a copy of the employee's regular job description that identifies the essential functions of the job and its requirements.

3. When the employee is able to return to work with restrictions, the employee's physician must complete a report, indicating the specific restrictions, and the duration of those restrictions. Clarification regarding temporary restrictions may be requested of the treating physician.

4. Taking into consideration the information provided by the physician, the Mayor, in consultation with Department Supervisor, will determine if a temporary Modified Duty assignment can be offered. It should be understood that there may be instances in which the City will not be able to offer a Modified Duty assignment.

F. Compensation

There will be no adjustment in the employee's normal compensation. The salary and benefits of the employee will remain the responsibility of the original employing department, including during any period of temporary placement external to the department.

G. Offer of Modified Duties Position

Once the employee has been approved to participate in the Return-to-Work Program, the City through the department head shall provide a Return to Work (Modified Duty) job offer letter. This letter shall include:

1. The position offered.
2. The location and duties of the position offered.
3. The wages and schedule of the position offered.
4. The duration of the temporary work assignment.
5. A statement that the department will only assign a position or duties consistent with the employee's knowledge and skills, and will provide training if necessary.
6. A statement acknowledging that the employer is knowledgeable about and will abide by the limitations under which the treating physician has authorized the return to work.

H. Refusal of Modified Duties Offer

An employee may choose to accept or refuse the Return to Work (Modified Duty) job offer. However, an employee who refuses a Modified Duty job offer is subject to termination. If a Return-to-Work job offer is made as a result of a workplace injury or illness, rejection of the job will also result in suspension of income benefits under Workers' Compensation Insurance.

Employees do not waive any rights to Workers' Compensation benefits by participating in the Return-to-Work Program. Employees participating in the Return-to-Work Program will continue to be covered by the Workers' Compensation Act for reasonable and necessary medical expenses and disability benefits related to the injury or illness.

I. Duration of Modified Duty

A Return-to-Work with Modified Duty offer will be for no longer than 60 calendar days. The duration of approved time will be based upon the information provided by the employee's designated treating physician.

The 60-day limit may be waived if the restrictions are due to pregnancy and the availability of modified duty continues during the remainder of the pregnancy.

J. End of Modified Duty

An employee who is unable to return to his/her regularly assigned duties at the end of the Modified Duty (60-day) agreement and remains with temporary restrictions which will prevent him/her from returning to their pre injury positions, will begin to receive temporary total disability benefits through the workers compensation program if the restrictions are related to a workplace injury or illness. (If the restrictions are permanent and will not allow the employee to return to his/her pre injury position, then they can request a leave of absence or the employer can address termination.)

Employees may be required to attend an IME (Independent Medical Exam) to clarify the continued restrictions or once they reach MMI (Maximum Medical Improvement) and permanent restrictions are assigned and determined by the treating physician.

Provided the employee has exhausted any entitlement under the Family and Medical Leave Act (FMLA), the department has the option to approve or deny the leave of absence request. If Leave Without Pay is denied, employment with the organization will be terminated.

If the employee believes that the condition is permanent, progressive, or chronic, the employee may pursue the Americans with Disabilities Act Accommodation Policy to determine if they are a qualified individual with a disability.

Section 13- Benefits not Guaranteed

All employee benefits are subject to change or be eliminated at the discretion of the city, except the CERS retirement plan which is controlled by state law.