



AGENDA

Administration & Compensation Committee

Monday

August 14, 2023

7:00 PM

| Village Hall | 21 W. Washington Street | Chagrin Falls, OH |

This is a public meeting and all are welcome to attend.

In-person meetings are held in council chambers at Village Hall.

Committee Members: Don Gutierrez, Erinn Grube, Mike Corkran

Agenda Items

1. Bereavement leave
2. Gift policy
3. Ben Himes Employee Contract
4. Miscellaneous
5. Adjournment

**Assistant Administrator
Part Time Work Agreement**

Introduction

This Agreement, made and entered into this August 8, 2022, by and between the Village of Chagrin Falls a municipal corporation, (hereinafter called "Employer") and Benjamin Himes, (hereinafter called "Employee") both of whom agree as follows:

Section 1: Term

This Agreement shall remain in full force and effect from July 12, 2022 until terminated by the Employer or Employee with thirty days' written notice. The term of this Agreement shall be for an initial period of one year. This Agreement shall be reviewed annually by Council sixty (60) days prior to the anniversary date to determine if the Agreement shall be renewed.

Section 2: Duties and Authority

- A. Employer agrees to employ Benjamin Himes as a part time employee, working less than 30 hours per week on average during the term, in the position of Assistant Administrator to assist with the performance of the functions and duties specified in the Village of Chagrin Falls Charter for the Chief Administrative Officer and to perform other legally permissible and proper duties and functions requested by the Mayor.
- B. The Employee shall perform the duties requested by the Employer with reasonable care, diligence, skill and expertise.
- C. All duties assigned to the Employee by the Mayor shall be appropriate and consistent with the professional role and responsibility of the Employee.
- D. The Employee may be requested to attend meetings of the Village Council, both public and closed.

Section 3: Compensation

- A. Hourly Rate: Employer agrees to pay Employee an hourly rate of \$144.90 (one hundred forty-four dollars and ninety cents) per hour payable in installments at the same time that the other employees of the Employer are paid. Employee shall submit pay sheets itemizing the hours worked to the Chief Administrative Officer for approval.
- B. The hourly rate in this Agreement shall be automatically amended to reflect any salary and wage adjustments that are provided by the Employer's compensation policies to include all salary adjustments on the same basis as applied generally to all other employees of the Village.
- C. Retainer: Employer agrees to pay Employee a monthly retainer in the amount of \$1,000 based upon a calendar month for each month in which the Employee is employed by the Employer.

Section 4: Health, Disability and Life Insurance Benefits

As a part time employee working less than 30 hours per week on average, the Employer will not provide health, disability and/or life insurance benefit pursuant to the Employer's policy towards all part time employees unless such policy changes in which case the Employee will be treated in the same manner as all other part time employees.

Section 5: Vacation, Sick, and Military Leave

As a part time employee, the Employer will provide no vacation, sick and/or military leave to Employee.

Section 6: Automobile Mileage

The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of his personal vehicle pursuant to the Employer's policy for all other employees.

Section 7: Retirement

Employee is currently receiving an Ohio Public Employees Retirement System retirement benefit. Employer must certify and deliver to OPERS a Notice of Re-employment of an OPERS Benefit Recipient (SR-6) by the end of the first month of employment. The Employer and Employee shall comply with all rules and regulations of the OPERS for re-employed retirees.

Section 8: General Business Expenses

Employee shall also be reimbursed for out-of-pocket expenses incurred in connection with business matters including, but not by way of limitation, long-distance telephone and cellular telephone charges, computer-assisted research, copying charges, telegrams, messenger services and reimbursement of reasonable and necessary long-distance travel when requested by the Mayor or Chief Administrative Officer.

Employer shall provide Employee, for business and personal use, a laptop computer, software, mobile phone for business and personal use to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall be returned to the Employer or, at the Employee's discretion, the Employee may keep such equipment and remove all confidential non-public data and documents on such devices, and will reimburse the Employer for the fair market residual value of the equipment as established by used equipment buyers such as Gazelle.com and mutually agreed by the Employee and Employer. The mobile phone number shall be transferred to the Employee for future use.

This Agreement may be terminated, at any time, upon 30-day written notice of Employer or Employee.

Section 10: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days' notice unless Employer and Employee agree otherwise.

Section 11: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

- (a) EMPLOYER: Mayor Bill Tomko
Village of Chagrin Falls
21 West Washington Street
Chagrin Falls, Ohio 44022

- (b) EMPLOYEE: Benjamin Himes
7340 Martingale Drive
Chesterland, Ohio 44026

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

EMPLOYEE

Benjamin Himes 8/9/22
date

EMPLOYER
VILLAGE OF CHAGRIN FALLS

William Tomko, Mayor 7/13/22
date