

Ordinance for the Supervisory
Personnel of the City of
Gahanna
January 1, 201~~0~~**1** through
December 31, 201~~0~~**1**

EXHIBIT A

ARTICLE I DEFINITIONS

Calendar Month - From the first day to and including the last day of any one of the twelve calendar months.

Calendar Week - Seven consecutive calendar days, starting at 12:01 a.m. on Sunday and ending at midnight the following Saturday.

Class Allocation Code - The code assigned to each full time employee covered by this ordinance which corresponds to a salary range for each position.

Compensatory Time - Hours granted in lieu of overtime pay and are to be taken as stipulated in Article IX, Section 1.

Continuous Service - Service shall be considered continuous for the Supervisor except where interrupted by resignation, retirement, or discharge for cause. However, time off because of suspension, leave of absence without pay (except for military leave, Family Medical Leave, or leave due to injury in line of duty), or layoff due to lack of work or funds shall be deducted in computing service credit. Resignation in order to immediately accept another position in the City service shall not be considered as an interruption of service.

Immediate Family - Spouse, son, daughter, brother, sister, parent, grandparent, father-in-law, mother-in-law, son-in-law, brother-in-law, sister-in-law, daughter-in-law, step-father, step-mother, step-sister, step-brother, step-son, step-daughter, half-brother, half-sister, grandchild and grandparent-in-law.

Original Appointment - Initial appointment of a person to a position in the City service, or appointment after service has been interrupted by resignation, retirement or discharge.

Paid Status - Shall include all periods when compensation is received for work performed for full-time employment, and when on authorized leave with pay.

Pay Plan - A schedule of compensation rates established for the classes of positions in the City service.

Probationary Period - The period of six months from the first date of employment or first date of a promotion or transfer to a new position during which no appointment may become final until the Supervisor has satisfactorily completed this period.

Range - The minimum and maximum pay rates, together with the intermediate pay rates, if any, established for a class.

Service Credit - The completion of each one-year period of employment.

Weekend - The first and second day of unscheduled work in the Supervisor's work week.

Workweek - The normal workweek shall be forty (40) hours based on five (5) consecutive eight (8) hour work days and two (2) consecutive days off.

ARTICLE II PAY RANGES

Section 1. The following chart represents the class allocation codes for all full time positions subject to this Ordinance:

CLASS CODE				DEPT	FLSA	ED	EXP	LIC	REPORTS TO	GRD
EEO	ORG	GRP	CLASS TITLE							
E	4	ce	Recreation Specialist	P&R	E	3	1	D	Rec Supt	27
2	4	ne	Utilities Billing Supervisor	Pub Svs	E	1	2		Dep Dir P Svc	31
2	4	ce	Recreation Supervisor	P&R	E	3	1	C	Rec Supt	33
2	4	ce	Senior Center Supervisor	P&R	E	3	2	D	Rec Supt	33
5	5	ce	Building and Heating Inspector	Develop	E	1	2	DC	C.B.O.	34
2	4	ce	Golf Course Supervisor	P&R	E	2	3	DL	Dir P&R	34
2	3	ce	Planning & Zoning Administrator	Develop	E	3	4		Dep Dir P&D	36
2	3	ce	Fleet Management Superintendent	Pub Svs	E	2	4	D	Dep Dir P Svc	37
2	2	ce	Recreation Superintendent	P&R	E	3	3	D	Dep Dir P&R	37
2	3	ce	Facilities Superintendent	P&R	E	3	3	DL	Dep Dir P&R	37
2	3	ce	Parks Superintendent	P&R	E	3	3	DL	Dep Dir P&R	37
2	3	ce	Streets and Utilities Superintendent	Pub Svs	E	1	4	LDC	Dep Dir P Svc	39

LEGEND

EEO

Codes

- 1 = Officials and Administrators
- 2 = Professionals
- 3 = Technicians
- 4 = Protective Service Workers
- 5 = Paraprofessionals
- 6 = Administrative Support
- 7 = Skilled Craft Workers
- 8 = Service-Maintenance

Licenses Codes

- D = Drivers License or CDL required
- L = Licenses required
- C = Certifications required

FLSA Codes

- N = Non-exempt (e.g., is covered)
- E = Exempt from FLSA

Group (GRP) Codes

- ce = Classified Supervisors, Exempt
- nn = Non-represented Non-exempt
- ne = Non-represented Exempt
- tm = Top Managers

Education Codes

- 1 = High School
- 2 = Associates Degree or advanced training
- 3 = Bachelor Degree
- 4 = Masters or JD Degree
- 5 = Ph.D. or beyond

Org Codes

- 1 = Department Head
- 2 = Assistant Department Head
- 3 = Manager Level
- 4 = Supervisor Level
- 5 = Lead Worker
- 6 = Line Worker

The following chart represents the salary range effective January 1, 2010¹ corresponding to the above class allocation code for each full time position:

<u>Open Range Plan—2010¹ Implementation</u>					
Grade	90%	95%	MKT/MIDPT	125%	Range Width
20	\$24,520	\$25,882	\$27,245	\$34,056	39%
21	\$25,542	\$26,961	\$28,380	\$35,474	39%
22	\$26,607	\$28,085	\$29,563	\$36,954	39%
23	\$27,715	\$29,254	\$30,794	\$38,492	39%
24	\$28,870	\$30,473	\$32,077	\$40,097	39%
25	\$30,600	\$32,300	\$34,000	\$42,500	39%
26	\$32,437	\$34,239	\$36,041	\$45,051	39%
27	\$34,383	\$36,294	\$38,204	\$47,755	39%
28	\$37,227	\$39,296	\$41,364	\$51,705	39%
29	\$38,715	\$40,866	\$43,017	\$53,771	39%
30	\$40,263	\$42,500	\$44,737	\$55,921	39%
31	\$41,874	\$44,201	\$46,527	\$58,159	39%
32	\$43,549	\$45,968	\$48,387	\$60,484	39%
33	\$45,076	\$47,581	\$50,085	\$62,606	39%
34	\$50,648	\$53,461	\$56,275	\$70,344	39%
35	\$52,167	\$55,065	\$57,963	\$72,454	39%
36	\$53,180	\$56,135	\$59,089	\$73,861	39%
37	\$57,486	\$60,680	\$63,873	\$79,842	39%
38	\$60,778	\$64,154	\$67,531	\$84,414	39%
39	\$68,881	\$72,707	\$76,534	\$95,668	39%
40	\$73,946	\$78,054	\$82,162	\$102,703	39%
41	\$81,036	\$85,539	\$90,041	\$112,551	39%
42	\$84,076	\$88,747	\$93,418	\$116,772	39%
43	\$86,862	\$91,687	\$96,513	\$120,641	39%

Section 2. Effective JANUARY 1, 2010¹, the following salaries are established for 2010¹ for the employees with each position listed in accordance with the schedule and provisions herein:

<u>Exempt Supervisor Positions</u>	<u>Grade</u>	<u>Pay-2010¹</u>
Recreation Specialist 1	27	\$38,204
Recreation Specialist 2	27	\$37,822*
Utilities Billing Supervisor	31	Vacant
Recreation Supervisor	33	\$48,582*
Senior Center Supervisor	33	\$60,103
Building and Heating Inspector	34	\$55,712*
Golf Course Supervisor	34	Vacant
Planning and Zoning Administrator	36	\$59,089
Fleet Management Superintendent	37	\$64,183
Recreation Superintendent	37	\$63,873
Facilities Superintendent	37	\$75,903
Parks Superintendent	37	\$64,651
Streets and Utilities Superintendent	39	\$89,951

*Until end of probationary period or until anniversary date (explained in Section 3).

Section 3. The new pay schedule for 2010¹ results in a pay adjustment as described below:

- a. All Wage Schedules/Ranges will be adjusted in the Open Range Plan for 2010¹ by 0% to reflect the local market.
- b. Any employee who is not at or above their market rate as of 1/1/2010¹, and who is not within their probationary period, will be adjusted per the Salary Policy¹. In addition to the anniversary date adjustments they receive during the year, the employee will receive the applicable market increase upon passage of the ordinance.
- c. Any employee at or above the market rate who is not in their probationary period is receiving the pay adjustment reflected in the Salary Chart. Each position will receive raises that are strictly merit increases and based upon the performance appraisal received for the rating period ending September 30, 2009¹⁰.
- d. Any employee at market rate who is within their probationary period will receive an applicable merit increase approved by the Department Director and Director of Human Resources in 2010¹ upon successful completion of their probationary period.

No salary increase can exceed the top of the range. Any salary paid above the top of the range established in 2010¹ will be held until the range increases above the employee's rate of pay.

¹ An employee hired at the 90th percent of their salary range will move to 92% after the successful completion of their probationary period. The employee will then move to 93% at their one year anniversary date, 95% at their two year anniversary date, 97% at their three year anniversary date, 99% at their four year anniversary date, and 100% (midpoint/market) at their five year anniversary date upon satisfactory performance each year documented by their Department Head.

The pay ranges, any movement within the ranges, except as allowed in Article III, and annual rates of pay established by this Article shall be reviewed by the Council of the City of Gahanna year end 2019~~1~~.

ARTICLE III WAGES AND SERVICE CREDIT

Section 1. Wages. The Supervisor shall be paid on a basis except where this would be in conflict with other official regulatory provisions or unless otherwise provided by law.

Section 2. Probationary Period. A Supervisor shall be required to serve a probationary period of six (months).

Section 3. Annual Service Credit. The Supervisor shall receive, in addition to other pay called for herein, an Annual Service Credit payment based on completed years of service according to the following table:

5 thru 9 years	\$ 650.00
10 thru 14 years	\$ 850.00
15 thru 19 years	\$1,050.00
20 or more years	\$1,250.00

Payment of annual service credit shall be made in a lump sum, in a separate check, and shall be paid on the next full pay period subsequent to the Supervisor's anniversary date. Payment shall be based upon completed years of active service as a full-time employee. For the purpose of this Section, completed active service shall include approved military leave.

Section 4. Pay Plan Administration.

Any employees newly hired to a position under this ordinance will start at the 90th percentile of the market range for their class allocation unless the new employee brings prior experience beyond the requirements of the class specification. Based upon recommendation from the supervisor and approval from the Director of Human Resources and Mayor, the new employee may be paid between the 90th percentile and the Midpoint of the market range for their class allocation. All new hire rates and probationary raises are subject to the guidelines of the City of Gahanna Salary Policy.

Any salary or hourly rate paid to a new hire above the Midpoint/Market of their range must be approved by Council.

No increases shall be granted during the first six months of hire or promotion. Employees shall receive the applicable increase upon completion of this probationary period.

No salary increase can exceed the top of the range.

ARTICLE IV UNIFORMS

Section 1. Uniforms. With approval of the Department Head, Supervisors may elect to wear prescribed uniforms in the performance of their duties and shall be furnished uniforms and

replacements. The uniform shall be furnished, cleaned and maintained by the City and shall consist of winter/summer shirts and pants.

Section 2. Termination. Upon termination, Supervisors shall return all uniforms furnished by the City. Failure to return uniforms authorizes the city to withhold an amount equal to the value of the uniforms.

ARTICLE V VACATION LEAVE

Section 1. Vacation Year. The vacation year for the Supervisor shall end at midnight on December 31 of each year.

Section 2. Conditions for Accrual. The Supervisor shall accrue vacation leave by pay period at the annual rate of workdays based on years of full-time completed service in paid status as an employee of the City of Gahanna, or other full-time employment covered by P.E.R.S., as established in the schedules contained in Section 3 of this article *. However, any employee who has retired under a state retirement plan must have service start as of the latest date hired or rehired. In computing years of completed service, the higher rate of accrual shall begin on the first day of the first pay period following the bi-weekly pay period in which a year of service is completed. A newly hired full-time employee with prior P.E.R.S. service will receive the base rate of accrual during their six-month probationary period. Should the employee be eligible for a higher rate of accrual, they will begin receiving the higher rate on the first day of the first pay period after their six-month probationary period is completed.

* All employees covered under this ordinance as of 2/1/05 will be grandfathered into the prior full-time service PERS clause.

Section 3. Accrual Schedule for Vacation. The following vacation accrual schedules are established:

<u>Years of Service Hrs./Year</u>	<u>Paid Vacation</u>	<u>Paid Vacation Days /Year</u>
Date hired But Fewer Than 4 Yrs.	104 Hours	13 Days
4 Years But Fewer Than 8 Years	136 Hours	17 Days
8 Years But Fewer Than 12 Years	152 Hours	19 Days
12 Years But Fewer Than 16 Years	176 Hours	22 Days
16 Years But Fewer Than 20 years	192 Hours	24 Days
20 Years or More	200 Hours	25 Days

Section 4. Vacation Carry-Over. The Supervisor may carry into the following year a maximum of two hundred forty (240) hours.

Section 5. Additional Considerations.

- A. At the end of each vacation year, the Supervisor in full-time status may be paid for any vacation balances in excess of the maximum fixed by this article. This is subject to certification by the appointing authority to the Director of Finance and the approval by the City Council, that due to a bona fide emergency work requirement, it is not in the best interests of the City to permit the Supervisor to take vacation leave which would otherwise

be forfeited as provided in Section 4. Failure to secure prior approval shall result in forfeiture of hours in excess of two hundred forty (240) hours. The Director of Finance must be notified no later than November 1.

- B. The Supervisor in full-time status who is to be separated from the City service through removal, resignation, retirement or layoff and who was unused vacation leave to his credit shall be paid in a lump sum for such unused vacation leave.
- C. If the Supervisor dies while in paid status in the City service, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased, in accordance with Section 2113.04 of the Ohio Revised Code.
- D. All vacation leave shall be taken at such time or times at the discretion of and as approved by the Department Head.
- E. No accrued vacation may be used during the probationary period of a new hire, unless for emergency purposes as determined by the Department Head and Director of Human Resources.
- F. Vacation leave must be requested at least twenty-four (24) hours in advance for approval, unless it is being used for a bona fide emergency as approved by the Department Head.

ARTICLE VI HOLIDAYS

Section 1. Paid Holidays. The following are designated as paid holidays.

New Year's Day, January 1
Martin Luther King Day, the third Monday in January
Presidents' Day, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Columbus Day, the second Monday in October
Veterans' Day, November 11
Thanksgiving Day, the fourth Thursday in November
Day After Thanksgiving
Christmas Eve, December 24
Christmas Day, December 25

Section 2. When a holiday observed by Gahanna city employees falls on the first day of a Supervisor's regularly scheduled days off, it shall be celebrated on the previous day; and when a holiday falls on the second day of an employee's regularly scheduled days off, it shall be celebrated on the following day.

ARTICLE VII INSURANCE

Section 1. Hospitalization, Surgical, Major Medical, Vision Care and Dental Insurance.

The City shall continue to provide comprehensive hospitalization, surgical, major medical, and additional physicians' services coverage, with the city paying all of the monthly premiums for both the Supervisors and family coverage, except for the member contributions set forth as follows.

EFFECTIVE DATE	NETWORK PLAN	
	Single	Family
01/01/10 1	15%*	15%*

*2010~~1~~ rates at 15% will be ~~\$73.25~~ **80.58**/month for single and ~~\$189.71~~ **207.12**/month for family. One-half of these amounts will be deducted out of the employees' paychecks two times per month.

Employees and spouses, if applicable, who participate in and meet the requirements of the Healthy Merits Health Incentive Program will receive a 9% discount on the member contribution rate and pay 6% of the monthly premium.

Section 2. Prescription Drugs:

The City shall provide prescription drug coverage. Details regarding your plan may be obtained through the Human Resources Department in addition to your Summary Plan Description.

Section 3. Dental and Vision Insurance.

The City shall provide, at no cost to the Supervisor, vision and dental insurance coverage for the Supervisor and his/her family. Plans will have at least equivalent benefits provided at the time this Ordinance is executed. The City will pay the entire premium for the vision and dental coverage.

Section 4.

The City will provide fully-paid life insurance for the Supervisor in an amount of fifty thousand dollars or equal to twice the Supervisor's annual salary, whichever is greater.

Section 5. Cost Containment.

If the Supervisor or a dependent is informed that a non-emergency in-patient admission is necessary, the admission must be pre-certified by the City. If no pre-certification is made, a two hundred dollar (\$200) co-insurance will be applied, in addition to the deductible and co-insurance provisions. This two hundred dollar (\$200) co-insurance does not apply to the out of pocket maximum.

Section 6.

Effective 1/1/2010, any Supervisor who elects not to be covered by the medical, dental and vision plans offered by the City and can demonstrate they have coverage by another plan other than the

plan the city offers may elect a cash payment of one thousand dollars (\$1,000) per year, paid through a yearly election. A married Supervisor who can demonstrate their spouse has coverage by another plan other than the plan offered by the city and elects single coverage may elect a cash payment of five hundred dollars (\$500) per year, paid through a yearly election. Supervisors will receive these cash payments during the month of December and must be in Active Paid Status at the time the checks are issued. These amounts will be pro-rated for any new hires from the date they are eligible to begin coverage until the end of the calendar year.

ARTICLE VIII SICK AND INJURY LEAVE

Section 1. Sick Leave Accumulation. The Supervisor shall be entitled to sick leave with pay as established in Section 2 of this Article. Employees shall earn sick leave, with pay, according to the schedule below, for each completed month of full-time continuous service during which the employee has been in paid status during each of the workdays and holidays of such month. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the Supervisor's credit on the basis of one half hour for every half hour of absence from previously scheduled work. Sick leave accumulation begins from the first day of employment and is prorated by pay period.

Section 2. Sick Leave Accumulation Schedule. The Supervisor shall accumulate sick leave at the following rates:

<u>Years of Service</u>	<u>Sick Leave Hours Per Year</u>
Date of hire up to 6 years	120 hours per year
6 up to 11 years	128 hours per year
11 up to 15 years	136 hours per year
16 years or more	144 hours per year

In computing years of service, the higher rate of accrual will begin on the first day of the first pay period following the bi-weekly pay period in which a year of service is completed.

Section 3. Sick Leave Usage. The Supervisor may use sick leave, upon approval of the Department Head, for the following reasons:

- A. Sickness of the Supervisor;
- B. Injury to the Supervisor, except where injury leave applies;
- C. Medical, dental or optical consultation or treatment of the Supervisor, provided the person rendering such treatment is licensed to practice his profession by the State of Ohio;
- D. Sickness of a member of the immediate family, whether or not the member is living in the Supervisor's household.
- E. If the Supervisor is absent without leave for a period of three (3) working days, he/she is considered to have resigned; however, such resignation may be rescinded, at the

discretion of the Department Head, within thirty (30) calendar days of the date the Supervisor became absent.

- F. A doctor's certificate may be required by the Department Head for any absence permitted by this section of the Ordinance, and shall be required for all absences of more than five (5) work days;
- G. Sick leave may be charged to vacation leave, at the discretion of the Supervisor;
- H. Any period to be charged to sick leave shall be actual time used;
- I. No sick leave with pay shall be accredited or allowed, except that accredited for service as an employee for the City of Gahanna.

Section 4. Sick Leave Conversion at Retirement or Resignation. Supervisors, at the time of their retirement or resignation, shall receive payment based on the Supervisor's rate of pay at retirement or resignation for sixty percent (60%) of the accumulated sick leave up to a maximum of 1,200 sick leave hours but not less than that accumulated at December 31, 1990. Above 1,200 hours, payment shall be at twenty-five percent (25%) of accumulated sick leave. All severance pay shall be paid at the Supervisor's current rate of pay. In the event a Supervisor dies payment under this section shall be made as provided in Ohio Revised Code, Section 2113.04.

Section 5. Duty Injury and Major Medical Leave With Pay. The Supervisor shall be allowed injury leave with pay, according to the schedule in Section 6, for each service connected injury (hereinafter "Duty Injury"), provided such injury is reported to the employee's immediate supervisor within six (6) hours of such injury. Notice provided after six (6) hours will be acceptable only where there are circumstances to justify the delay and in no case will injury leave be granted if the required notice is given more than twenty-four (24) hours after the injury. In the absence of the employee's immediate supervisor, the injury may be reported to any management person in the Department. Any request for Duty Injury leave is subject to approval by the Department Head and the Human Resources Department before it will be effective.

A report of the cause of all injuries, signed by the Supervisor, the Department Head and the employee, shall be submitted to the Human Resources Department within two (2) work days of the date of the injury, on forms designed and furnished by the City. The Director of Human Resources may arrange to have the injured person examined by a qualified physician other than the Supervisor's own personal physician and if, in the judgment of the Director of Human Resources and the Department Head, the injury was sustained while on duty with the City of Gahanna and prevents the employee from working, the Supervisor shall be continued on the payroll and be paid according to the schedule in Section 6.

If the physician designated by the City is of the opinion that the Supervisor is capable of performing his regular duties, the Supervisor will be instructed to return to work. If the physician recommends that the Supervisor is able to perform restricted work duties for a period of time, the Supervisor may be recalled to work if there is light duty work available which the employee is qualified to perform. If the Supervisor is injured to the extent that he/she is unable to perform his/her regular duties after the maximum injury leave allowance, but is capable of performing other duties which are available to him/her in the municipal service, the Department Head to whom he/she will be assigned upon his/her return may submit a statement of his/her new duties to the

Civil Service Commission and the Commission, after due investigation, may classify the job and recommend a new range to Council, if an appropriate classification and pay range does not already exist covering the work to be performed. If the injured Supervisor elects to return to work, he/she shall be employed in the new classification and at the appropriate rate within the range for that class. If the supervisor is able to resume his/her former duties at any point in time within one (1) year of the original injury, he/she shall be restored to his/her previous job at the Step at which he/she was paid when the injury occurred. This provision does not require the City to create work or otherwise provide work or create a job where none exists.

Section 6. Duty Injury Leave Benefits. Supervisors who have verified duty injuries shall be eligible for duty-injury leave at full pay for nine (9) months subject to re-evaluation at any time. An employee on duty-injury leave shall not accrue sick leave or vacation time.

The Supervisor, if injured while on duty, shall file for the Workers' Compensation benefits according to the Workers' Compensation Law and regulations. Such filing may include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the City. The requirement for reimbursement by the Supervisor of temporary total compensation will cease at the time the city ceases duty injury leave payments. In the event the City elects to have the employee apply for Temporary Total Disability (TTD) benefits, the employee will be required to reimburse the City for all TTD benefits received for any period of injury leave.

Should the employee receive Duty Injury leave, and one of the following occurs: The Supervisor is determined to be ineligible for temporary total benefits under Bureau of Workers' Compensation guidelines, the employee is determined by a physician to have reached Maximum Medical Improvement, or a physician determines the employee is able to return to work, the duty injury leave received under this Article will be terminated and any further wages will be allocated to sick leave should the employee continue to stay off work.

Section 7. Major Medical Leave Schedule. The Supervisor shall be entitled to one year of leave at the full pay for major medical leave. Major Medical for purposes of this Section shall be defined as any non-duty related physical debilitating disease or injury (Including but not limited to cancer and heart disease) that requires a lengthy confinement or convalescence sufficient to exhaust the Supervisor's accrued sick leave and vacation. Major Medical leave may be used only after all accrued paid leave has been exhausted. The City will require verification from a physician to substantiate the need for this leave.

All supervisors, after five (5) years of full-time employment with the City, shall be entitled to this benefit of special major medical leave. Previous full time service that qualified for P.E.R.S. will be considered in the initial five (5) year requirement. This leave will be granted one time only in any five year period.

ARTICLE IX SPECIAL LEAVES

Section 1. Compensatory Time. The Supervisor shall work until the job is completed. To compensate for extended hours needed, the City shall grant forty (40) hours compensatory time per year. The Supervisor is on 24 hour call. To the extent possible, the Supervisor shall be available when needed. Compensatory time is not cumulative from year to year. Forty (40) hours compensatory time can be taken anytime during the calendar year from January 1 to December

31 and shall be taken in one-hour increments. Compensatory time shall be prorated for employment of less than one year.

Section 2. Jury Duty Leave. The Supervisor, while performing jury duty in a court of record in Franklin County, or any other Ohio county, shall be paid a regular salary for work days during the period of time served. Time so served shall be deemed active and continuous service for all purposes.

Section 3. Examination Leave. Time off with pay shall be allowed the Supervisor to participate in Civil Service tests or to take a required examination pertinent to his/her City employment, before a State or Federal licensing board.

Section 4. Military Leave. The Supervisor shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of America or any branch thereof. Such leave of absence shall be governed by the following principles:

- A. The Supervisor shall not lose his seniority enjoyed at the time of his enlistment or induction into the active service of the Armed Forces of the United States of America or any branch thereof.
- B. The term "Armed Forces of the United States" as used in this section shall include the Army, Air Force, Navy and Marines.
- C. Where service in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.
- D. Where service in the Armed Forces results from enlistment, leave shall be granted for not more than one (1) voluntary enlistment.

Section 5. Funeral Leave. The Supervisor shall be entitled to three (3) consecutive work days, including the day of the funeral, and may be granted two (2) additional work days with pay at the Supervisor's regular hourly rate for funeral leave for death in the immediate family, for extreme circumstances, subject to written approval by the Department Head.

Section 6. Absence Without Leave. All unreported absences shall be considered as absence without leave and loss in pay shall be automatic for the period of absence.

ARTICLE X TUITION REIMBURSEMENT

Section 1. Reimbursement Program. The Supervisor shall be eligible for a reimbursement of tuition of job related courses of instruction taken toward a degree at an accredited college or university voluntarily undertaken by him/her. Tuition reimbursement shall be subject to a maximum limit of \$5,000 for Bachelor Degrees and \$7,000 for Master Degrees, per employee, per calendar year. Employees enrolled in a reimbursable degree program as of November 1, 2007 will not be subject to the \$5,000 and \$7,000 limit up until completion of that degree for courses taken in connection with that degree. This reimbursement amount is calculated based upon the dates checks are issued to the Supervisor from the City. The Supervisor must submit the grade and appropriate documentation displaying the cost of the course within 60 days of the course completion. Job related advanced training given by recognized organizations and educational

facilities shall be included to assist the Supervisor in professional development. This advanced training is not subject to the maximum limits.

- A. All courses must be taken during non-working hours. Scheduled hours of instruction shall be filed with the Department Head (or designee) and the Director of Human Resources along with a detailed listing of costs that will be incurred and are expected by the employee to be reimbursed. All scheduled times of courses and reimbursement for costs incurred by the employee must be approved by their Department Head and the Director of Human Resources. Request for approval for tuition assistance must be accompanied by a signed Professional Reimbursement Agreement form (Exhibit A) which may be obtained in the Human Resources Department or on the Intranet. Any situation, in the discretion of the appointing authority, which requires the Supervisor's presence on the job shall take precedence over any times scheduled for courses.
- B. Financial assistance from governmental or private agencies available to the Supervisor, whether applied for and regardless of when assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement. When the Supervisor's tuition is fully covered by another governmental or private agency, the Supervisor is not entitled to reimbursement.
- C. The Director of Human Resources shall create and maintain a current list of approved institutions for which reimbursement for tuition may be made. Those institutions listed by the Director of Human Resources shall establish eligibility of the Supervisor to receive reimbursement for tuition. Additional institutions may be added by forwarding an application for reimbursement to the Director of Human Resources not less than thirty (30) days prior to enrollment.
- D. No reimbursement shall be granted for books, supplies, transportation, meals, or other expense connected with any course.
- E. Reimbursement for tuition shall be made when the Supervisor presents an official certificate or its equivalent and receipt of payment from the institution confirming satisfactory completion of the approved course with a grade of "C" or above.
- E. Should the Supervisor resign from the City, and said Supervisor has been reimbursed by the City or the City has paid the educational institution on the employee's behalf, the City shall be repaid all monies expended for tuition reimbursement as detailed on the Professional Reimbursement Agreement (Attachment A).
- F. Employee must obtain his or her purchase order prior to enrollment from the Human Resources Department. Reimbursement for courses will only occur after all items required are submitted to Human Resources. Human Resources will then process the purchase order for reimbursement. This same requirement applies when reimbursement is being made directly to the school.

ARTICLE XI PERSONAL EXPENSES

Section 1. Personal Expenses. The following shall apply as to personal expenses incurred by the Supervisor in the pursuit of City business:

- A. The Supervisor, when authorized by the Department Head to engage in official business on behalf of the City, shall be reimbursed for expenses incurred within the specifications and guidelines of the Travel Policy for the City of Gahanna. The Supervisor shall submit a statement of expenses, to the Director of Finance with supporting data.
- B. Reimbursement for expenses shall include, but not be limited to, payment for the use of private vehicles at the rate per mile allowed by the Internal Revenue Service.
- C. The Supervisor may request prepayment of expenses within the specifications and guidelines of the policy and procedure manual for the City of Gahanna. Request shall be authorized by the Department Head and submitted to the Director of Finance for approval with supporting data. Prepayment shall be accounted for to the Director within thirty (30) days following the expenditure.

ARTICLE XII MANAGEMENT RESPONSIBILITIES

Section 1. Responsibilities. The Department Head may, subject to the applicable sections of law, promulgate rules and regulations relative to the management of the various departments. Except to the extent otherwise limited or modified by this ordinance, the City requires the Supervisor:

- A. To direct the work of employees;
- B. To help determine the objectives of the division;
- C. To help determine the size and composition of the workforce;
- D. To supervise employees assigned to each division with regard to work assignment, hours, overtime, discipline, and other personnel matters, as delegated by the department head;
- E. To take actions as may be necessary to carry out the objectives of the Division in emergencies;
- F. To recommend the hiring, scheduling, promotion, demotion, transfer and assignment of employees;
- G. To recruit and recommend new employees;
- H. To train employees, as appropriate;
- I. To ensure that all necessary tools, facilities, vehicles, supplies, equipment, and uniforms, as determined by the Department Head, are furnished and in safe and working order.

ARTICLE XIII CORRECTIVE ACTION AND RECORDS

Section 1. Corrective Action for Cause. The Supervisor shall not be reduced in pay or position, suspended, removed, or reprimanded except for just cause.

Section 2. Actions of Record. At a time when an inquiry concerning the Supervisor occurs, when corrective action of record (written reprimand, suspension, reduction, or removal) may result, the Supervisor shall be notified. Some Department Heads will retain private, written notes to document their giving of oral reprimands, however, such written documents of oral reprimands shall not appear in the Supervisor's personnel files or other official records.

Section 3. Progressive Action. The principles of progressive corrective action shall be followed with respect to minor infractions, as determined by the Department Head and Director of Human Resources.

Section 4. Duration of Records. All actions of record shall be maintained in the Supervisor's personnel file throughout his period of employment.

Section 5. Review of Personnel Files. The Supervisor shall be allowed to review his/her personnel file.

Section 6. Inaccurate Documents. If, upon examining his/her personnel file, the Supervisor has reason to believe that there are inaccuracies contained therein, he/she may notify in writing the Director of Human Resources, explaining the alleged inaccuracy. If, upon investigation and review, the Director of Human Resources concurs with the Supervisor's contentions, the inaccuracies shall be expunged.

ARTICLE XIV RATES FOR SUPERVISORS FOLLOWING CERTAIN PERSONNEL ACTIONS

Section 1. Notwithstanding the foregoing provisions of Article XIII, the rate of pay for the Supervisor when affected by the personnel actions listed below shall be as follows:

Demotion (Voluntary and Physical Disability). When the Supervisor with permanent status requests and is granted a voluntary demotion, or is required to accept a demotion, his/her rate of pay shall be at the rate which corresponds to the rate previously received for the position in the higher range, if such rate exists, or at the rate in the lower range which requires him/her to take the least reduction in salary.

ARTICLE XV NON-DISCRIMINATION

The City shall not discriminate against any employee based on age, sex, marital status, race, color, sexual orientation, religion, national origin, disability, veteran status, or political affiliation.

ARTICLE XVI MISCELLANEOUS ECONOMIC

Section 1. Employee Wellness Incentive Program.

The City reserves the right to change the following program and/or amount of payment at any time:

Each employee covered by this agreement will be allocated a \$400 amount; Spouses enrolled in the City health insurance program may access the employee's \$400 allocation as well. Employees may receive the allocation as follows, but no reimbursement or payment will ever exceed the annual \$400 allotment:

#1--Items Eligible for Reimbursement:

- Healthy Eating
 - Reimbursed up to \$20 for one time program
 - Reimbursed 50% of cost for ongoing programs; 75% attendance rate required
- Health and Fitness Programs
 - Reimbursed up to \$20 for one time program
 - Reimbursed 50% of cost for ongoing programs; 75% attendance rate required
- Weight Watchers
 - 50% of cost reimbursed; 10 of 13 weeks attendance required
- Gym Memberships
 - \$25 per month reimbursed; 8 times per month attendance required
- City of Gahanna Walking **& Running** Program
 - \$25 per month incentive; 8 times per month attendance required
- Smoking Cessation
 - 50% reimbursed
- Flu Shot
 - Reimbursed at full cost

NO REIMBURSEMENT WILL EXCEED THE COST OF THE ORIGINAL ITEM

#2--Items Eligible for Incentive Payments:

- Annual Physicals
- Annual Dental Exam
- Annual Eye Exam
- 6 Month Blood Screen Re-Check through Lab Corp
- PSA
- Annual Mammogram
- Annual Gynecological Exam

EACH ITEM IS ELIGIBLE FOR A \$25 INCENTIVE PAYMENT PER CALENDAR YEAR

With the exception of smoking cessation products, tangible items such as equipment or physical fitness apparatus, aerobic videos, and food items are not reimbursable.

The HR Director will make any decisions regarding reimbursement eligibility. Employees/Spouses may appeal the decision to the Employee Committee who will be the final decision.

This \$400 allotment is only reimbursable to an active employee with the City of Gahanna. The ending date of the service, program, exam, etc. that the employee is participating in or has received MUST fall on or before the last date of paid active work by the employee. All items for which the employee is expecting reimbursement or an incentive payment must be completed

between January 1 and ~~November 30~~ **December 31, 2010**. The employee must submit for reimbursement/payment by ~~December~~ **January 7, 2011** for payment to the employee by ~~December~~ **January 31, 2011**. Any item not completed by ~~November 30~~ **December 31, 2010** and not submitted by ~~December~~ **January 7, 2011** WILL NOT BE REIMBURSED OR PAID. All reimbursements and payments are subject to applicable Federal, State, and local taxes.

Section 2. Compensatory Time Earned As A Non-Exempt Employee.

Should a non-exempt employee be moved to an exempt position, any accrued unused compensatory leave accumulated will be paid at the final hourly rate of pay received in the non-exempt position before being moved. These hours will be paid in the first paycheck of the first full pay period following the move to the exempt position.

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