

# Ordinance for the Unclassified Personnel of the City of Gahanna

January 1, ~~2015~~ 2016 through  
December 31, ~~2015~~ 2016

*Revised* ~~8/3/2015~~ 12/15/2016

To Amend ~~ORD-0182-2014~~ by ~~ORD-0078-2015~~ 2016

## Table of Contents

ARTICLE I: DEFINITIONS.....	4
ARTICLE II: PAY RANGES .....	6
Section 1. Classifications.....	6
Section 2: Pay Ranges .....	8
Section 3. Positions Held Concurrently .....	11
Section 4. Pay Adjustments.....	11
Section 5. Council Review.....	12
Section 6. Non-Exempt Positions .....	12
ARTICLE III: PAY FOR LESS THAN FULL-TIME SERVICE (PART-TIME EMPLOYEES) ....	13
Section 1. Benefits.....	13
Section 2. Job Sharing .....	13
ARTICLE V: APPOINTING AUTHORITY .....	14
ARTICLE VI: PROBATIONARY PERIOD .....	14
ARTICLE VII: SALARY AND ADJUSTMENTS .....	14
Section 1. Annual Service Credit.....	14
Section 2. Administration of Pay Plan.....	14
ARTICLE VIII: VACATION LEAVE AND COMPENSATORY TIME .....	15
Section 1. Vacation Year .....	15
Section 2. Conditions for Accrual .....	15
Section 3. Computing Years of Completed Service.....	15
Section 4. Accrual Schedule of Vacation.....	15
Section 5. Vacation Carry-Over .....	16
Section 6. Additional Considerations.....	16
Section 7. Compensatory Time and Flex Time.....	16
ARTICLE IX: LEGAL HOLIDAYS .....	17
Section 1. Holiday Schedule.....	17
Section 2. Holiday Observances .....	18
Section 3. Compensation for Work on a Holiday .....	18
ARTICLE X: INSURANCE .....	18
Section 1. Medical and Prescription Insurance.....	18
Section 2. Dental and Vision Insurance.....	19
Section 3. Life Insurance .....	19
Section 4. Eligibility.....	19
Section 5. Cash Payment for Waiving Insurance .....	19
ARTICLE XI: SICK AND INJURY LEAVE.....	19
Section 1. Sick Leave Accumulation.....	19
Section 2. Sick Leave Accumulation Schedule.....	19
Section 3. Sick Leave Usage.....	20
Section 4. Additional Considerations .....	20
Section 5. Cash Payment for Sick Leave Credit.....	20
Section 6. Duty Injury Leave.....	21
Section 7. Special Major Medical Leave.....	22
ARTICLE XII: SPECIAL LEAVE .....	23

Section 1. Military Leave .....	23
Section 2. Jury Duty Leave.....	23
Section 3. Examination Leave .....	23
Section 4. Court Leave .....	23
Section 5. Funeral Leave.....	23
Section 6. Absence Without Leave.....	24
Section 7. Unpaid Leave .....	24
Section 8. Absence Without Pay .....	24
ARTICLE XIII: PROFESSIONAL DEVELOPMENT REIMBURSEMENT .....	24
Section 1. Professional Development Reimbursement.....	24
ARTICLE XIV: MISCELLANEOUS ECONOMIC.....	25
Section 1. Employee Wellness Incentive Program .....	25
Exhibit A: Professional Development Reimbursement Agreement.....	28

## ARTICLE I: DEFINITIONS

Active Paid Status - Shall include all periods when compensation is received for work performed by full-time, non-exempt employees. Does not include hours paid for time not worked such as holiday hours, compensatory hours, sick hours, vacation hours or any other hours for which the employee receives compensation but did not work.

Anniversary Date - An employee's first day of work after hiring into a full-time position.

Appointing Authority – Includes but not limited to the Mayor or City Council who has the power of appointment to, or removal from, positions. This authority may be granted to a designee in writing by the appointing authority.

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

City - Shall mean the City of Gahanna.

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

Continuous Service - Service shall be considered continuous for an employee except where interrupted by resignation, retirement, or discharge for cause. However, time off because of suspension, leave of absence without pay (except 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.

Exempt – Exempt from pay for overtime under the Fair Labor Standards Act overtime pay provisions.

Full-Time Employment - Active service in a position of employment, which is to be performed on an established five eight-hour days per workweek for fifty-two weeks per calendar year.

Flex Time – Allowing time off within a workweek or pay period in exchange for extra hours worked.

Immediate Family - Spouse, son, daughter, brother, sister, parent, grandparent, grandparent-in-law, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother and half-sister.

Job Sharing – An employment option that enables two or more people to share the responsibilities of one full-time position.

Non-exempt – Non-exempt employees are those eligible for overtime pay under the Fair Labor Standards Act overtime pay provisions. Paid leave taken by the employee does not count towards the forty hour active paid status requirement for overtime purposes.

Original Appointment - Initial appointment of a person to a full-time 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.

Part-Time Employment - Includes all active service with the City except for elected public officials and full-time employees.

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

Position - Any specific office, employment, or job calling for the performance of certain duties, either full-time or part-time, and for the exercise of certain responsibilities by one individual. A position may be either occupied or vacant.

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 employee has satisfactorily completed this period.

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

Regular Hourly Rate – Hourly rate for non-exempt employees as defined in Article II, Pay Ranges.

Seasonal Employee - An individual hired primarily to perform services which, because of climatic conditions or because of the seasonal nature of such service, for a period of 180 days or less in a calendar year.

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

Temporary Employment – An employee who works in a position, which is of a non-permanent nature, which has a specified duration of time, not to exceed 180 days

Unclassified Service - All positions and employments not specifically included by provisions of the City Charter as being in the Classified Service.

Weekend - The first and second consecutive days of unscheduled work in an employee's work week. Saturday and Sunday shall be the normal weekend unless otherwise specified.

Workday - An eight-hour shift during which an employee is assigned to active duty.

Workweek – Seven consecutive calendar days, starting at 12:01 a.m. on Monday and ending at midnight the following Sunday.

## ARTICLE II: PAY RANGES

### Section 1. Classifications

Pay ranges shall be used for payroll purposes and other personnel transactions and are applicable only to positions designated as full-time positions. The following chart represents the class allocation codes for all full-time positions subject to this Ordinance:

CLASS CODE			CLASS TITLE	DEPT	FLSA	ED	EXP	LIC	REPORTS	GRD
EEO	ORG	GRP							TO	
6	6	Nn	Receptionist/Mail Coordinator	Pub Svs	N	1	0		Dir Pub Svc	24
6	6	Nn	Office Assistant	Various	N	1	1		Various	25
6	6	Nn	Staff Assistant	Police	N	1	1		Pol. Lieut.	25
6	6	Nn	Building and Zoning Specialist	Develop	N	2	2	D	Dep Dir Plan & Dev	27
6	6	Nn	Procurement Coordinator	Police	N	1	2	D	Pol. Lieut.	28
6	6	Nn	Administrative Assistant	Various	N	1	3		Various	28
6	6	Nn	Human Resources Assistant	HR	N	2		D	HR Coordinator	28
6	6	Nn	Deputy Clerk of Council II	Clk/Coun	N	1	3	DC	Clk Council	28
3	6	Nn	Information Technology Support Specialist	IT	N	1	1	D	Dir Tech	28
3	6	Nn	Records Administrator	Clk/Coun	EN	1	1		Clk Council	28
6	6	Nn	Police Coordinator	Police	N	1	1		Office Manager	28
3	6	Nn	Prevailing Wage Coordinator	Pub Svs	N	1	1	DC	City Eng	29
4	6	Nn	Crime Analyst	Police	N	2	2		Pol. Lieut.	30
3	6	Ne	Engineering Program Technician	Engr	E	1	2		City Engineer	31
2	5	Ne	Administrative Coordinator	Pub Svs	N	2	5		Dir Pub Svc	31
2	6	Ne	Administrative Technician	Pub Svs	E	2	3	D	Dir Pub Svc	31
5	6	Ne	Finance Coordinator	Finance	N	3	1	D	Dep Fin Dir	31
5	6	Nn	Payroll Coordinator	Finance	N	1	3	D	Dep Fin Dir	31
6	5	Nn	Deputy Clerk of Council III	Clk/Coun	E	1	4	C	Clk Council	32
3	5	Nn	GIS Technician	IT	N	3	2	D	Dir Tech	32
2	4	Ne	Office Coordinator	P&R	E	2	5		Dir P&R	33
2	6	Ne	Human Resources Coordinator Administrator	HR	E	2	4	D	Dir Hum Res	35
3	6	Ne	Systems Administrator	IT	E	3	4	D	Dir Tech	35
2	6	Ne	Project Administrator	Pub Svs	E	3	2	D	City Engineer	36
2	6	Ne	Water Resources Engineer	Pub Svs	E	3	2	DL	Dep Dir P Svc	36
3	4	Ne	GIS Administrator	IT	E	3	4	D	Dir Tech	36
3	6	Nn	Network Administrator	IT	E	4	4	D	Dir Tech	37
2	6	Ne	Water Resources Engineer	Pub Svs	E	3	2	DL	Dep Dir P Svc	37
2	4	Ne	Public Information Manager	Mayor	E	3	6	D	Mayor	37
2	3	Ne	Economic Development Manager	Develop	E	4	3	D	Dep Dir P&D	37
3	6	Nn	Network Administrator	IT	E	1	4	D	Dir Tech	38
2	3	Ne	Administrative Operations Manager	Police	E	1	4	D	Dir Pub Saf	38
2	3	Ne	Community Development Manager	Develop	E	4	3	C	Dep Dir P&D	38
2	3	Ne	Chief Building Official	Develop	E	3	5	DC	Dep Dir Develop	38
2	2	Ne	Assistant City Engineer	Pub Svs	E	3	3	DL	City Eng	38
1	1	Ne	Clerk of Court	Courts	E	2	4	L	Mayor	38
2	2	Ne	Assistant City Administrator	Mayor	E	3	4	D	Mayor	39
2	2	Ne	Dep Dir of Planning & Dvmt	Develop	E	4	3	D	Dir Plan Dev	39
2	2	Ne	Deputy Director of Parks and Rec.	P&R	E	3	4	DL	Dir P&R	39
2	2	Ne	Deputy Director of Finance	Finance	E	3	3	C	Dir Fin Svc	39
2	2	Ne	Deputy Director of Public Services	Pub Svs	E	2	4	D	Dir Pub Svc	39
2	2	Ne	Senior Manager of Technology	IT	E	1	3	D	Assistant City Administrator	39
1	1	Tm	Clerk of Council	Clk/Coun	E	2	7	C	Council Pres	39
1	1	Tm	Emergency Management Director	Mayor	E	3	4	D	Mayor	39
1	1	Tm	City Engineer	Engr	E	3	5	DL	Dir Pub Svc	40
1	1	Tm	Director of Human Resources	HR	E	3	5	D	Mayor	40

1	1	Tm	Director of Parks and Recreation	P&R	E	3	5	D	Mayor	41
1	1	Tm	Director of Planning & Development	Develop	E	4	7	D	Mayor	41
1	1	Tm	Director of Finance	Finance	E	3	5	C	Mayor	42
1	1	Tm	Director of Public Safety	Police	E	3	5	D	Mayor	42
1	1	Tm	Director of Public Services	Pub Svs	E	3	5	D	Mayor	42
1	1	Tm	Director of Technology	IT	E	1	5	D	Mayor	42
1	1	TM	City Administrator	Mayor	E	4	7	D	Mayor	43

**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

**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

Bevw

**Group (GRP) Codes**

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

**Section 2: Pay Ranges**

Effective January 4, ~~2015~~2016, the following salaries are established for ~~2015~~2016 for the employees within each position listed in accordance with the schedule and provisions herein:

<b>Open Range Plan— <del>2015</del>2016 Implementation</b>					
<b>Grade</b>	<b>90%</b>	<b>95%</b>	<b>MKT/MIDPT</b>	<b>125%</b>	<b>Range Width</b>
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%



The following chart represents the salary for ~~2015~~2016 for each position:

<u>Exempt Positions</u>	<u>Grade</u>	<u>Pay- 20152016</u>
Administrative Operations Manager	38	<u>\$63,22667,531</u>
Administrative Technician	31	<u>\$44,28446,527</u>
<del>Assistant City Administrator</del> **	<del>39</del>	<del>Vacant</del>
Assistant City Engineer	38	Vacant
Chief Building Official	38	<u>\$72,88274,340</u>
<u>City Administrator</u>	<u>42</u>	<u>100,088.70</u>
City Engineer	40	<u>\$75,58979,697*</u>
Clerk of Council/Council Services Director	39	<u>\$78,06579,625</u>
Clerk of Court	38	<u>\$69,57070,961</u>
Community Development Manager	38	Vacant
Deputy Clerk <u>of Council</u> III	32	<del>Vacant</del> <u>49,354</u>
<u>Dep. Dir/Finance</u>	<u>39</u>	<u>\$78,84580,422</u> <u>Vacant</u>
Dep. Dir/Parks & Recreation	39	<u>\$82,21178,064</u>
Dep. Dir/Planning & Development	39	<u>\$70,41174,237*</u>
Dep. Dir/Public Service	39	<u>\$71,94274,237*</u>
Director/ Public Service	42	<u>\$99,127101,109</u>
Director/Emergency Comm.	39	Vacant
Director/Finance** *	42	<u>\$87,812\$96,239</u>
Director/Human Resources	40	<u>\$84,64386,336</u>
Director/Parks & Rec.	41	<u>\$100.32091,841</u>
Director/Planning & Development	41	<u>\$92,76094,615</u>
Director/Technology	42	<u>\$85,94490,615*</u>
Economic Development Manager	37	<u>\$65,80267,118</u>
Engineering Program Technician	31	<u>\$49,37050,357</u>
GIS Administrator	36	Vacant
Human Resources <del>Coordinator</del> <u>Administrator</u>	35	<u>\$61,50562,735</u>
Network Administrator	<del>37</del> <u>38</u>	<u>\$67,77670,487</u>
Office Coordinator	33	<u>\$47,55850,085</u>
<del>Records Administrator</del>	<del>28</del>	<del>\$43,90644,784</del>
Project Administrator	36	<del>Vacant</del> <u>\$55,543*</u>
Public Information Manager	37	<u>\$65,15166,453</u>
Senior Manager of Technology	39	Vacant
System Administrator	35	<u>\$54.25352157*</u>
Water Resources Engineer	<del>36</del> <u>37</u>	<u>\$73,86176,815</u>

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

*Annual salaries are rounded to the nearest dollar*

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*\*\*Positions occupied by the same employee*

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<b>Non-Exempt Positions</b>	<b>Grade</b>	<b>Pay- <del>2015</del>2016</b>
Adm. Asst. Mayor's Office	28	Vacant
Administrative Assistant/Dev	28	<del>\$21.11</del> 21.53/hr
Administrative <del>Assistant/Service</del> Coordinator/Service	<del>28</del> 31	<del>\$18.03</del> 20.13/hr*
Administrative Assistant/Public Safety	28	<del>\$21.11</del> 21.53/hr
Clerk/Development/Reception		Vacant
Building and Zoning Specialist	27	<del>\$17.69</del> 18.37/hr
Crime Analyst	30	<del>\$22.16</del> 22.60/hr
Dep. Clerk of Council II	28	<del>\$17.90/hr*</del> vacant
Human Resources Assistant	28	<del>\$18.03</del> 18.69/hr*
Information Technology Support Specialist	28	<del>\$20.49/hr</del> vacant
Finance Coordinator/Accounting & Reconciliation	31	<del>\$24.67</del> 25.17/hr
Finance Coordinator/Budget & Performance	31	<del>Vacant</del> 22.82/hr
GIS Technician	32	<del>\$23.97/hr</del> vacant
Payroll Coordinator	31	<del>\$23.74</del> 20.57/hr*
Police Coordinator	28	Vacant
Prevailing Wage Coordinator	29	Vacant
Procurement Coordinator	28	<del>\$20.28</del> 20.69/hr
Receptionist/Mail Coordinator	24	Vacant
<del>Records Administrator</del>	<del>28</del>	<del>21.53/hr</del>
Staff Assistant/Police	25	Vacant

\* Until end of probationary period or until anniversary date (explained in Section 4).

### Section 3. Positions Held Concurrently

That where one employee continuously occupies two or more positions concurrently, the market rate of the highest salary grade provided for one of the positions occupied shall be the appropriate rate of pay for the affected employee.

If an employee is assigned to complete at least 50% of the essential job functions of another position or be assigned to special duties for a designated period of time and the position/duties is the same or lower classification while still performing their regular job functions, the employee shall be compensated an additional wage not to exceed 105% of their current rate of compensation. The Human Resources Director will make recommendation to the Mayor for approval. Temporary assignments shall not normally exceed six (6) months. However, an additional extension may be approved based upon the City's operational needs, but may not exceed 18 months in total to include the original 6 months designation.

### Section 4. Pay Adjustments

The new pay schedule for ~~2015~~2016 results in a pay adjustment as described below:

- a. All Wage Schedules/Ranges will be adjusted in the Open Range Plan for ~~2015~~2016 by 0% to reflect the local market.

- b. Any employee who is *not* at or above their market rate as of 1/1/ ~~2015~~2016, and who is not within their probationary period, will be adjusted as follows: An employee at the 90<sup>th</sup> percent of their salary range will move to 92% after the successful completion of their probationary period. The employee will then move to 94% at their one year anniversary date, 97% at their two year anniversary date, 100% at their three year anniversary date upon satisfactory performance each year documented in a performance evaluation. 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 market rate who is not in their probationary period will receive the pay adjustment reflected in the Salary Chart
- d. The merit based plan for determining potential salary increases will be suspended for ~~2015~~2016 and replaced with a 2% wage increase effective the first full pay period in January ~~2015~~2016. The increase will apply to employees who are at or above market, and who are meeting or exceeding overall expectations on their most recent performance evaluation completed within the last 12 months.
- e. Any employee at market rate who is within their probationary period or under a performance development plan on January 1, ~~2015~~2016 will receive an applicable merit increase in ~~2015~~2016 upon successful completion of their probationary period or the performance development plan

Any salary paid above the top of the range established in ~~2015~~2016 will be held until the range increases above the employee's rate of pay.

#### Section 5. Council Review

That the pay ranges, any movement within the ranges, except as allowed in Article VII, and annual rates of pay established by this Article shall be reviewed by the Council of the City of Gahanna year end ~~2015~~2016.

#### Section 6. Non-Exempt Positions

As per the U.S. Department of Labor regulations, the following positions are classified as non-exempt:

- (1) Administrative Assistant/Public Safety
- (2) Dep. Clerk of Council II
- (3) Administrative Assistant/Service
- (4) Building and Zoning Specialist
- (5) Prevailing Wage Coordinator
- (6) Payroll Coordinator
- (7) Accounting Technician
- (10) Crime Analyst
- (11) Administrative Assistant/Development
- (12) Clerk/Development/Reception
- (14) Receptionist/Mail Coordinator
- (15) Procurement Coordinator
- (16) Staff Assistant/Police
- (17) Technology Support Specialist
- (18) Administrative ~~Assistant~~ Coordinator/Public Service
- (19) Police Coordinator
- (20) Human Resources Assistant
- (21) Finance Coordinator
- (22) Administrative Assistant/Mayor's Office
- (23) GIS Technician
- (24) Records Administrator

Employees in non-exempt positions will be paid based on one-quarter (1/4) hour increments. The Fair Labor Standards Act requires that all non-exempt employees will be paid for all time worked and any hours worked over forty hours in active paid status during the workweek will be paid overtime at 1 ½ times the regular hourly rate for non-exempt positions. Therefore, non-exempt employees cannot work in a voluntary capacity doing the same duties that they are paid to perform in their usual paid position. Non-exempt positions will be paid for all time worked; however, all overtime must be approved in advance by the employee's Supervisor. Overtime shall be paid in increments of one-quarter (1/4) of an hour. Therefore, all start and end times must be rounded back to the nearest quarter hour for 1 – 7 minutes past the quarter hour and must be rounded forward to the nearest quarter hour for 8 – 14 minutes past the quarter hour. The employee has the right to request compensatory time in lieu of overtime pay. See Article VIII, Section 7.

### **ARTICLE III: PAY FOR LESS THAN FULL-TIME SERVICE (PART-TIME EMPLOYEES)**

#### Section 1. Benefits

Seasonal, part-time, and temporary employees hired by the City to work in the summer programs, seasonal or part-time work of any kind, shall not be eligible for any employee benefits defined and explained within this ordinance. Said employees will receive ~~all only those~~ benefits as outlined in the current part-time salary ordinance. ~~in accordance with ordinance #ORD-0020-2005 as created and established in 2005 and in any subsequent part time ordinances passed thereafter or as provided under state or federal law.~~

#### Section 2. Job Sharing

Full time positions listed in Article II, Section 1, may be considered for job sharing. In the event employees are interested in job sharing, they are to contact their immediate supervisor. Approval must be obtained from their Director, Director of Human Resources, and Mayor, and will be considered on a case by case basis depending upon the position, needs of the City, Departmental structure, etc. At any time that the job sharing is considered to be ineffective or a hardship on the City, the City reserves the right to terminate it. If the City elects to terminate the job share, the employee who held the initial position will have the choice to return full time if the full time position is available and fully funded.

While participating in a job sharing situation, employees shall not be eligible for any employee benefits defined and explained within this ordinance. Wages will be based on the applicable salary grade for the position, and distribution of the wages to the job sharing employees will be determined by the Director of Human Resources with approval by the Mayor. At no time will the combined wages, either salary or hourly, exceed the amount authorized for the position in Article I, Section I. Any increases to the wages will be merit based.

Job sharing employees working a position that is exempt under the Department of Labor Guidelines will continue to stay exempt if they meet all the criteria set by the Department of Labor as determined by the Director of Human Resources.

### **ARTICLE IV: PERSONAL EXPENSES**

The following shall apply to personal expenses, related to travel, etc., incurred by employees on City business:

- a. Any employee, whenever authorized by the Department Head to engage in or upon official daily business for, or on behalf of, the city, will be reimbursed for all expenses incurred within the specifications and guidelines of the Travel Policy for the City of Gahanna. Such employee shall submit a statement of expenses, with such supporting data as the Director of Finance requires, to the Director of Finance.

b. This reimbursement for any expenses shall include, but not be limited to, the pay for the use of private automobiles at the rate allowed per mile by the Internal Revenue Service.

~~c. Any employee may request prepayment of any expenses within the specifications and guidelines of the policy and procedure manual for the City of Gahanna. Such request shall be authorized by the Department Head and submitted, with such supporting data as the Director of Finance requires, to the Director of Finance. Such prepayment shall be accounted for, to the Director of Finance, within thirty (30) days following the expenditure.~~

**ARTICLE V: APPOINTING AUTHORITY**

Unclassified employees serve at the pleasure of the appointing authority.

**ARTICLE VI: PROBATIONARY PERIOD**

There shall be a period of one hundred and eighty (180) calendar days from the beginning employment date during which no appointment or promotion shall become final.

**ARTICLE VII: SALARY AND ADJUSTMENTS**

Section 1. Annual Service Credit

An employee shall receive, in addition to other pay, an Annual Service Credit payment based on completed years of continuous service in full-time paid status according to the following table:

<u>Years of Service</u>	<u>Amount</u>
5 through 9 years	\$ 650.00
10 through 14 years	\$ 850.00
15 through 19 years	\$1,050.00
20 or more years	\$1,250.00

Payment of Service Credit shall be made in a lump sum, in a separate check, and will accompany the first full pay period following the employee’s anniversary date. Payment shall be based upon continuous years of active service as an employee of the City of Gahanna as of the date of payment.

For the purpose of this Section, continuous active service shall include approved leave.

Section 2. Administration of Pay Plan

a. Any employees newly hired to a position under this ordinance will start at the 90<sup>th</sup> 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 90<sup>th</sup> percentile and 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.

b. 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.

- c. The Clerk of Council and other employees of Council shall be paid in accordance with the same procedures as provided the administration. Any employees newly hired to a Council office position under this ordinance will start at the 90<sup>th</sup> 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 Clerk of Council and approval from the Director of Human Resources and Council President, the new employee may be paid between the 90<sup>th</sup> percentile and Midpoint of the market range for their class allocation. (This approval process shall be the approval process for any provisions of this ordinance for Council office employees.) 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 the majority vote of Council.

## **ARTICLE VIII: VACATION LEAVE AND COMPENSATORY TIME**

### Section 1. Vacation Year

The vacation year for all employees other than full-time elected officials shall end at midnight on December 31 of each year.

### Section 2. Conditions for Accrual

Each full-time employee in paid status shall accrue vacation by pay period at the annual rate of workdays based on years of completed full-time service 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 (4) of this Article. However, any employee who has retired under a state retirement plan Shall not have prior service counted for the purpose of computing vacation leave. To induce employees to work in public service, the Mayor may grant credit for comparable service up to a maximum of eight (8) years.

### Section 3. Computing Years of Completed Service

In computing years of 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 or who is granted comparable time by the Mayor will receive the base rate of accrual during their one-hundred eighty (180) calendar day 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 one-hundred eighty (180) calendar day probationary period is completed.

### Section 4. Accrual Schedule of 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

### Section 5. Vacation Carry-Over

Employee may carry into the following year a maximum of two hundred forty (240) hours.

### Section 6. Additional Considerations

- a. At the end of each year, an employee in full-time status may be paid for vacation balances in excess of the maximum fixed by the Article. This is subject to certification by the appointing authority to the Director of Finance and the approval by City Council, that due to a bona fide emergency work requirement, it was not in the best interests of the City to permit an employee 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.
- b. An employee in full-time status who is to be separated from the City service through removal, resignation, retirement, or layoff, and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave.
- d. When an employee dies while in paid status in the City service, any unused vacation leave to his/her 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 leaves shall be taken with the approval of the Department Head.
- e. Vacation leave taken by non-exempt employees does not count towards hours in active paid status for the purpose of overtime.
- f. 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.
- g. 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.
- h. An employee who changes from full-time status to part-time status or participates in a job sharing situation, and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave.

### Section 7. Compensatory Time and Flex Time

- a. Any non-exempt employee has the right to request compensatory time in lieu of overtime pay. When elected, compensatory time shall be earned at the same rate as that specified for overtime payment. Compensatory time may accumulate to a maximum of 150 hours. Any compensatory time greater than 150 hours shall be converted and paid to the employee. Payroll will maintain the non-exempt employees' compensatory time balances, and the balances will be available in electronic format.
- b. A non-exempt employee in full-time status who is to be separated from the City service through removal, resignation, retirement or layoff and who has unused compensation time to his credit, shall be paid in a lump sum for such unused compensation time.



- c. When a non-exempt employee dies while in paid status in the City service, any unused compensation time to his/her credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased.
- d. Flex time may be required by authority of the Department Head of non-exempt employees within a workweek; therefore, the Department Head has the authority to adjust weekly schedules.
- e. Flex time may be granted by authority of the Department Head to exempt employees within a bi-weekly pay period.
- f. 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.
- g. A non-exempt employee who changes from full-time status to part-time status or participates in a job sharing situation, and who has accrued unused compensatory leave, shall be paid in a lump sum for such unused compensatory leave.

**ARTICLE IX: LEGAL HOLIDAYS**

Section 1. Holiday Schedule

<b>Holiday</b>	<b>When</b>	<b>Observed in <del>2015</del>2016</b>
New Year's Day	January 1st	<del>Thursday</del> Friday, January 1 <sup>st</sup>
Martin Luther King Day	3rd Monday in January	Monday, January <del>19<sup>th</sup></del> 18 <sup>th</sup>
Presidents' Day	3rd Monday in February	Monday, February <del>16<sup>th</sup></del> 15 <sup>th</sup>
Memorial Day	Last Monday in May	Monday, May <del>25<sup>th</sup></del> 30 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>	<del>Friday, July 3<sup>rd</sup></del> Monday, July 4 <sup>th</sup>
Labor Day	1st Monday in September	Monday, September <del>5<sup>th</sup></del> 7 <sup>th</sup>
Columbus Day	2nd Monday in October	Monday, October <del>10<sup>th</sup></del> 12 <sup>th</sup>
Veterans' Day	November 11th	<del>Wednesday</del> Friday, November 11 <sup>th</sup>
Thanksgiving Day	4th Thursday in November	Thursday, November <del>24<sup>th</sup></del> 26 <sup>th</sup>
Day After Thanksgiving	4th Friday in November	Friday, November <del>25<sup>th</sup></del> 27 <sup>th</sup>
Christmas Eve	December 24th	<del>Thursday</del> Friday, December <del>24<sup>th</sup></del> 23 <sup>rd</sup>
Christmas Day	December 25th	<del>Friday, December 25<sup>th</sup></del> Monday, December 26 <sup>th</sup>

*Any other holidays proclaimed by the Mayor.*

Section 2. Holiday Observances

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

When a holiday occurs during vacation leave, such day shall not be charged to vacation leave.

Section 3. Compensation for Work on a Holiday

Any non-exempt employee required to work a holiday will be paid their normal hourly rate in addition to their holiday pay. Only actual hours worked on a holiday will count towards the 40 hour workweek for the purpose of overtime.

**ARTICLE X: INSURANCE**

Section 1. Medical and Prescription Insurance

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

~~2015~~2016 medical premiums rates are 15% of the monthly cost of the plan.

Employees and spouses, if applicable, who participate in and meet the requirements of the City of Gahanna Wellness Incentive Program will pay a discounted rate as defined below of the monthly premium.

<b>Coverage</b>	<b>Premium/Semi-Monthly</b>		
	<b>15%</b>	<b>10%</b>	<b>6%</b>
Employee Only	-\$53.26	-\$35.51	-\$21.30
Employee + Child(ren)	-\$110.22	-\$73.48	-\$44.09
Employee + Spouse	-\$99.86	-\$66.57	-\$39.95
Employee + Spouse and Child(ren)	-\$156.82	-\$104.55	-\$62.73

<b>Premiums -- Semi-Monthly</b>			
<b>Medical Premiums</b>	<b>15%</b>	<b>10%</b>	<b>6%</b>
Employee	111.85	74.57	44.74
Employee+Spouse	209.72	139.81	83.89
Employee+Child(ren)	231.47	154.31	92.59
Family	329.33	219.55	131.73

*Details regarding your plan may be obtained through the Human Resources Department in addition to the Summary Plan Description.*

Section 2. Dental and Vision Insurance

The City shall provide a fully paid dental and vision insurance plan at least equivalent to that which is currently in effect.

Section 3. Life Insurance

The City shall provide fully paid life and accidental death and dismemberment insurance in the amount of \$50,000 or two times the annual salary, whichever is greater. Said amount will be within the life and accidental death and dismemberment insurance policy defined limits.

Section 4. Eligibility

For the purpose of this section, "full-time employees" are defined as, "All employees who perform prescribed duties of an established schedule of forty hours or more per week for fifty-two weeks per calendar year." ~~Employees working less than forty hours per workweek shall be excluded from insurance programs. Persons working forty hours or more per week, but in a position which is intended to continue for only a portion of a calendar year, or as a temporary status employee, shall not be considered full-time employees and shall be excluded from insurance programs.~~ Full-time employees are eligible for the medical and prescription, dental, vision, life and AD&D benefits on the first day of the month following date of hire or transfer to a full-time position.

Section 5. Cash Payment for Waiving Insurance

Any unclassified employee who elects not to be covered by the medical plan 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 employee who has coverage under the plan and 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. Employees will receive these cash payments during the month of December and must be in an Active Paid Status at the time the checks are issued. These payments are subject to all applicable payroll taxes and deductions. The amount will be pro-rated —for the time that an employee is eligible for coverage and waives such coverage.

**ARTICLE XI: SICK AND INJURY LEAVE**

Section 1. Sick Leave Accumulation

Each employee shall be entitled to sick leave, with pay, as established in Section 2 of this Article. Unused sick leave shall be cumulative without limit. ~~When sick leave is used, it shall be deducted from an employee's credit on the basis of actual time used.~~

Employees shall earn sick leave, with pay, according to the schedule below, for each completed ~~month~~ year of continuous full-time service during which the employee has been in paid status during each of the workdays and holidays of such ~~month~~ year. Employees shall be paid for approved sick leave to the extent such sick leave has been earned.

No sick leave with pay shall be accredited or allowed except that accredited for service as an employee of the City of Gahanna.

Section 2. Sick Leave Accumulation Schedule

Employees shall accumulate sick leave at the following rates:

<u>Years of Service</u>	<u>Sick Leave Hours Per Year</u>
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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
15 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

Employees may use sick leave in half hour increments, upon approval of the Department Head, for the following reasons:

- a. Sickness of the employee.
- b. Injury to the employee except where injury leave may apply.
- c. Medical, dental, or optical consultation or treatment of the employee, providing the person rendering such treatment is licensed to practice in his profession. -
- d. Sickness of a member of the immediate family, whether or not the employee is living in the employee's household when the employee's presence is reasonably necessary.
- e. Sick leave may be used to attend a funeral.

Section 4. Additional Considerations

- a. For the purpose of interpreting this section, pregnancy shall be considered to be a sickness entitled to the same benefits as other forms of sick leave, except when a pregnant employee resigns, she shall be paid for accumulated sick leave in the same manner as other employees, as provided in Section 1 of this Article.
- b. A doctor's certificate may be required by the Department Head for any absence permitted by this Section of the Agreement.
- c. Sick leave may, at the discretion of the employee, be charged to vacation leave.
- d. Any period to be charged to sick leave shall be actual time used.
- e. ~~No sick leave with pay shall be accredited or allowed except that accredited for service as an employee of the City of Cahanna.~~
- f. Sick leave taken by non-exempt employees does not count towards hours in active paid status for the purpose of overtime.

Section 5. ~~Cash Payment for Sick Leave Credit~~ Sick Leave Conversion at Retirement or Resignation

An employee who is separated from service, who changes from full-time status to part-time status or who participates in a job sharing situation, shall be paid in a lump sum for all accumulated sick leave on the basis of the following schedule:

Upon retirement, to include disability retirement, or layoff, a full-time employee shall receive payment based on the employee's rate of pay for 60% of their accumulated sick leave, up to a maximum of one

thousand two hundred (1,200) sick leave hours. After one thousand two hundred (1,200) hours, payment shall be at twenty-five percent (25%) of accumulated sick leave.

Upon resignation or other termination of employment, full-time employees shall receive payment based on the employee's rate of pay for 30% of the accumulated sick leave, up to a maximum of one thousand two hundred (1,200) sick leave hours. After one thousand two hundred (1,200) hours, payment shall be at twenty-five percent (25%) of the accumulated sick leave. In the event, the employee accepts employment with another public sector employer, the employee may transfer their accumulated balance if it is accepted by the new employer.

All sick time payout shall be paid at the employee's current rate of pay. In the event an employee dies, his/her estate shall be paid on a day-for-day basis for his/her unused sick leave, as provided in Section 2113.04 of the Ohio Revised Code.

## Section 6. Duty-On the Job Injury Leave-Reporting and Leave

- ~~a. Duty Injury. Employees shall be allowed injury leave with pay for each service connected injury, provided such injury is reported to the employee's immediate supervisor within six (6) hours of such injury, but under unusual conditions, no later than twenty-four (24) hours. In the absence of the employee's immediate supervisor, the injury may be reported to any supervisory official of the City of Gahanna. Any duty injury leave must receive the approval of the Department Head and the Director of Human Resources. An employee on duty injury leave shall not accrue sick leave or vacation time.~~
- ~~a. b. — Report of an Duty-On the Job Injury or Illness. A report of the cause of all injuries signed by the employee, the immediate supervisor, the Division and Department Heads, 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 or Department Head may arrange to have the injured person examined by a qualified physician other than the employee's own personal physician and if, in the judgment of the Director of Human Resources and Department Head, the injury was sustained while on duty with the City, the employee shall be continued on the payroll according to the provisions of this Article. An employee must report each on the job injury or illness within twenty-four (24) hours, provided that the employee is not incapacitated from making such a report. The report should be made to his or report immediate supervisor and would include completing and submitting paperwork in the "Injury/Illness Reporting Kit" which is available at each job location and also in the Human Resources department. If the injury or illness results in medical treatment and/or lost work time, the employee is required to file a workers' compensation claim which would be reviewed for approval.~~
- ~~b. Eligibility for On the Job Injury Leave. When it is determined by the Human Resources Director that the injury was sustained by the employee while in the performance of the employee's duties and prevents the employee from working his or her regular duties, the employee shall be placed on injury leave. Should the employee be approved for injury leave, but workers' compensation coverage is later denied, any past injury leave pay will be allocated to the employee's available leave balances, consistent with City policy, or reimbursed by the employee to the City if the employee's leave balances are not adequate to cover the approved injury leave.~~
- ~~c. Using On the Job Injury Leave. If an employee does have lost work time related to an on the job injury, the employee may be eligible to receive injury leave with full pay. If approved, the injured employee would be eligible for injury leave pay for a period not to exceed nine (9) months (2,530 work hours) for each on the job injury. Use of injury leave pay would run concurrent with FMLA leave and is approved based upon the employee's work ability as~~

managed through the workers' compensation claim. An employee on injury leave shall not accrue sick leave or vacation time. If the employee is still unable to return to work after injury leave pay is exhausted, the employee may file for Temporary Total Disability (TTD) benefits. Injury leave pay will terminate once an employee is deemed by a physician to have reached Maximum Medical Improvement (MMI), if a physician deems the employee able to return to full duty or injury leave pay has been exhausted.

Once an employee returns from injury leave to full or restricted duty, subsequent time off from work for medical appointments or prescribed physical therapy caused by the on the job injury or illness and which occur during the employee's scheduled work hours will qualify for injury leave pay provided the employee has injury leave time still available. The injury leave pay will be for no more time than the scheduled work time missed to commute to and from the appointment and to attend the appointment, but will not exceed four (4) hours for each appointment, unless specific circumstances justify approval of additional time. The employee will make a good faith effort to schedule appointments outside of his or her regular shift hours and, failing that, to schedule appointments in a way that causes the least possible disruption to city operations.

d. Restricted Duty. If an employee on injury leave is approved for restricted duty by a physician, the City may place the employee in a restricted duty assignment if there is available work consistent with the employee's medical restrictions. Restricted duty assignments will not extend beyond ninety (90) calendar days unless an extension is granted by the City. If the employee is unable to return to full duty after ninety (90) calendar days or any granted extension, the employee will return to leave status. If an employee is offered a restricted duty assignment and chooses not to take it, he or she will not be eligible for injury leave pay.

~~c. Length of Duty Injury Leave. Employees who have verified duty related injuries that render the employee unable to perform the material and substantial duties of their position, shall be eligible for duty injury leave at full pay for up to nine (9) months subject to re-evaluation at any time. An employee on duty injury leave shall not accrue sick leave or vacation time.~~

~~d. Workers' Compensation Employees who are injured while on duty shall file for the Worker's Compensation benefits according to the Worker's 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 Human Resources Department. The requirement for reimbursement by the employee 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 employee 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 the Article will be terminated and any further wages will be allocated to sick leave should the employee continue to stay off work.~~

## Section 7. Special Major Medical Leave

"Major Medical" shall be defined as any debilitating physical non-duty related disease or injury (Including but not limited to cancer and heart disease) that requires a lengthy confinement or convalescence sufficient to exhaust an employee's accrued sick leave and vacation. Major Medical

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 unclassified employees, after five (5) years of full-time employment with the City, shall be entitled to eighteen months of special major medical leave at full pay with an additional six months at three-quarters of full pay. 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 XII: SPECIAL LEAVE**

### Section 1. Military Leave

An employee shall be granted military leaves of absence or separation with reinstatement rights in accordance with ORC 5923.05 for twenty-two (22) days annually. An employee under active orders to attend training exercises or programs on an annual basis shall be permitted annual military leave. The employee shall suffer no loss of benefits or wages as a result of participation. The City shall pay the employee during absence the amount normally earned, less the amount paid by the military during the period. Certification of the employee's military pay shall be required of the employee to be eligible for a difference in pay.

When an employee returns from military leave, he/she shall be restored to a position in his/her former range rank at the pay range which corresponds to the pay range received at the time of departure. He/she shall be granted increases entitled as if he/she had not entered military service.

### Section 2. Jury Duty Leave

City employees, while serving upon a jury in any court of record, shall be paid their regular daily rate of pay for the period of time involved. Time so served upon a jury shall be deemed active service with the City of Gahanna for all personnel purposes.

### Section 3. Examination Leave

Employees will be afforded time off with pay to participate in City-sponsored Civil Service exams. Employees shall also be allowed time off with pay to take a required examination pertinent to his/her City employment.  
~~Time off, with pay, shall be allowed City employees participating in any Civil Service exam or taking a required examination pertinent to their City employment before a State, County, or Federal Licensing Board.~~

### Section 4. Court Leave

Time in court, as a witness in any civil or criminal case not required by the City of Gahanna shall be taken at his/her own expense, or such time may be charged to vacation leave.

### Section 5. Funeral Leave

Any full-time employee shall be entitled to three consecutive workdays, including the day of the funeral, and may be granted two additional workdays with pay for extreme conditions, at the regular straight hourly rate, for funeral leave for a death in the immediate family, with written approval of the Department Head.

## Section 6. Absence Without Leave

An employee who is absent without proper notice for a period of three consecutive workdays is considered to have resigned, although such resignation may be rescinded, at the discretion of the Department Head, within thirty (30) calendar days of the date the worker became absent.

## Section 7. Unpaid Leave

Any full-time employee shall be entitled to request three months unpaid leave where personal circumstances necessitate this request and it would not create undue hardship on the operations of the city should this request be granted. Employees will not accrue sick and vacation time during this period.

## Section 8. Absence Without Pay

At the discretion of the Department Head, absence without pay may be granted for up to 10 calendar days a year

# **ARTICLE XIII: PROFESSIONAL DEVELOPMENT REIMBURSEMENT**

## Section 1. Professional Development Reimbursement

~~Each employee who is subject to the provisions of this Agreement~~The employee shall be eligible for a reimbursement of tuition in job-related courses of instruction taken towards a degree at an accredited college or university voluntarily undertaken by him/her. voluntarily undertaken by him/her and approved by the appointing authority.—Tuition reimbursement shall be subject to a maximum limit of \$5,000 for Bachelor Degrees and \$7,000 for Master Degrees or a combination not to exceed \$7,000 annually, 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 calendar years in which the course work was completed. Classes that expand over the course of more than one year, the reimbursement amount will be applied to the year in which the course is completed. The degree curriculum course requirements shall be filed in the Human Resources department with the request for reimbursement.

Those employees not seeking a degree but requesting to take college level classes related to the essential duties of their position or to obtain a position-related professional certification or recertification may request reimbursement up to \$2,500 annually. If seeking a professional certification that is not a requirement for the position as outlined in the job description, the total amount of \$2,500 may be applied to the course work and examination fees. The city will only pay a one-time reimbursement for such coursework and/or examination fees. In the event that coursework or examinations must be repeated by the employee, no further reimbursement will be provided. Courses to meet certification or recertification requirements for continuing education will not be eligible for reimbursement under this plan.

The Employee must submit the grade and appropriate documentation displaying the cost of the course and or testing fee within -45 days of the- completion.

- a. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Department Head or his/her designee and with 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 would require an employee's presence on the job shall take complete and final precedence over any times scheduled for courses.

- b. Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the employee is eligible for under this Section. When an employee's tuition is fully covered by another governmental or private agency, then the employee is not entitled to any payment from the City.
- c. Applications for approval of institutions must be made 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, or any other expense related to any course.
- e. Reimbursement for tuition shall be made after the employee presents an official certificate, or its equivalent, with a receipt of payment from the institution confirming satisfactory completion of the approved course with a grade of "C" or above.
- f. Employee must obtain their purchase order from the Human Resources department prior the first day of the course. 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.
- g. Should the employee resign from the City, and said Employee 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 (Exhibit A).
- h. Employees are not eligible for this benefit while in a probationary period or under a performance development plan as a result of performance issues.

## **ARTICLE XIV: 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 an annual \$400 amount; Spouses enrolled in the City medical insurance program may earn incentives towards the employee's \$400 allocation as well. Employees may receive the allocation for preventive services and activity based events. The amount shall be prorated in the first year for new wellness plan participants. No reimbursement or payment will ever exceed the annual \$400 allotment. Details are on file in the Human Resources Department.

Wellness, Inc will make any decision required regarding reimbursement eligibility, and employees may appeal the decision to the HR Director. The HR Director or designee would make 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 December 31, ~~2015~~2016. The employee must submit for reimbursement/payment by January ~~4~~7, 2017~~6~~ for payment to the employee by January 31, 2017~~6~~. Any item not completed by December 31, ~~2015~~2016 and not submitted by January 7, 2017~~6~~ WILL NOT BE REIMBURSED OR PAID. All reimbursements and payments are subject to applicable Federal, State, and local taxes.

Details for eligible reimbursement are on file in the Human Resources Department.

**Section 2. Safety Equipment**

Employees required to wear OSHA/PERRP approved personal protective equipment to perform their duties as a City employee shall be eligible to receive one pair of safety shoes/boots up to the amount of One Hundred Dollars (\$100.00) every 12 months. If an employee leaves their position for any reason within the first six months of employment, they will be required to repay the City the full amount of this expense. Thereafter, if an employee leaves the City within 60 days of issuance, they will be required to repay the City 50% of the amount of this expense. Such expenses will be deducted from the employee's final paycheck. Equipment is to be worn only when working for the City. Such purchases should be pre-approved by management and Human Resources or the employee will incur the cost.

**CITY OF GAHANNA**

Exhibit A: Professional Development Reimbursement Agreement

NAME : \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

COURSE: \_\_\_\_\_

DATES: \_\_\_\_\_

COST: \_\_\_\_\_

In consideration of the City of Gahanna's payment of the above referenced course or certification examination fee, I hereby agree as follows:

If, prior to completion of 12 consecutive months of service following my completion of the above referenced course, I should voluntarily resign from the City of Gahanna, or if my employment at the City is terminated for cause, to be determined solely by the City, I will repay the City the cost of the course in accordance with the following schedule:

One Month	I will repay 100%	Seven Months	I will repay 65%
Two Months	I will repay 95%	Eight Months	I will repay 55%
Three Months	I will repay 90%	Nine Months	I will repay 45%
Four Months	I will repay 85%	Ten Months	I will repay 35%
Five Months	I will repay 80%	Eleven Months	I will repay 25%
Six Months	I will repay 75%	Twelve Months	I will repay 15%

<u>Months Completed</u>	<u>% owed by employee</u>
<1 Month	100
<u>1</u>	<u>95</u>
<u>2</u>	<u>90</u>
<u>3</u>	<u>85</u>
<u>4</u>	<u>80</u>
<u>5</u>	<u>75</u>

<u>Months Completed</u>	<u>% owed by employee</u>
<u>6</u>	<u>65</u>
<u>7</u>	<u>55</u>
<u>8</u>	<u>45</u>
<u>9</u>	<u>35</u>
<u>10</u>	<u>25</u>
<u>11</u>	<u>15</u>
<u>12</u>	<u>0%</u>

Any repayment required under this agreement will be due and payable in full to the City of Gahanna no later than 5:00 p.m. on my last day of employment. If required, and in accordance with any applicable state law, I authorize deductions to be withheld from my wages, salary, bonus, or other sums due me for any reason for amounts due the City of Gahanna in accordance with the above schedule.

Payment by the City of Gahanna for this course does not constitute a commitment by the City with respect to the duration of employment.

I have read the above agreement and agree to the terms included.

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Employee

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Date

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Department Head

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Date

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Director of Human Resources

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Date