

# Ordinance for the Command Staff Personnel of the City of Gahanna

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

~~Revised 8/3/2015~~2016  
~~TO AMEND ORD-0181-2014, by ORD-0075-2015~~2016

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## **AN ORDINANCE FOR THE CHIEF AND DEPUTY CHIEF OF THE GAHANNA POLICE DEPARTMENT**

Section 1. Agreement. This Agreement is made between the City of Gahanna, hereinafter referred to as the “City,” and the Chief/Deputy Chief, hereinafter referred to as the “Chief”, except where otherwise specified.

### **ARTICLE I: MANAGEMENT RESPONSIBILITIES**

The Chief of Police is the Chief Executive Officer of the Police Department and shall enjoy all the rights and responsibilities thereof. He shall have full authority to carry out the duties of the Police Department subject to the Safety Director, the City Charter and Ordinances. The City shall provide the Chief of Police full legal representation in all aspects related to his job as Chief of Police.

In the absence of the Chief of Police, the Deputy Chief will assume the Chief’s duties.

### **ARTICLE II: RIGHTS DURING INVESTIGATION**

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

Section 2. If the Chief is notified to report for an investigation, and upon his request, he shall be provided the opportunity to contact an individual of his choice for the purpose of representation.

Section 3. The City shall inform the Chief of the nature of any investigation prior to any questioning and, to the extent known at that time, whether the investigation is focused on the Chief. If the Chief requests it, he shall be given a brief time prior to any questioning to locate and review any written documents he possesses regarding the event(s) being investigated in order to fully prepare himself to accurately and completely respond to the questioning. An investigating officer may accompany the Chief during the brief search for and review of such documents.

Section 4. If the Chief is to be questioned as a suspect in an internal investigation that may lead to criminal charges against him, he shall be advised of his constitutional rights in accordance with the law.

Section 5 If the Chief is suspected of a violation and is being interrogated in an internal investigation, such interrogation shall be recorded by the Police Department at the request of the City or the Chief.

Section 6. If the Chief is charged with violating Police Rules and Regulations, he and his attorney, when one is involved, shall be provided access to transcripts, records, written statements, and video tapes. Such access shall be provided reasonably in advance of any hearing.

Section 7. At the request of the City or the Chief, interviews, or portions thereof, with the Chief conducted during the course of an inquiry shall be recorded (audio). The Chief and his attorney will be afforded the opportunity, upon written request, to listen to and make personal notes or verify the accuracy of a transcript regarding a recording made of his interview. If a transcript of

the recording is made by the City, the Chief will be provided a copy of such transcript upon written request.

Section 8. Prior to any disciplinary actions being taken against the Chief based on complaints or charges, the Director of Public Safety shall conduct an independent hearing at which the Chief or his representative shall have the opportunity to confront and cross-examine his accuser(s), and offer testimony and other evidence on his own behalf. Reasonable advance notice of a hearing date and time, as well as the charges to be heard, witnesses to be called or whose testimony will be used, and copies of any pertinent evidentiary documents will be provided to the Chief in advance of any hearing on the charge.

## ARTICLE III: WAGES AND SERVICE CREDIT

### Section 1. Wages.

A. The following chart represents the class allocation codes for the Chief and Deputy Chief.

| CLASS CODE |     |     |                        |        |      |    |     |     |              |     |  |
|------------|-----|-----|------------------------|--------|------|----|-----|-----|--------------|-----|--|
| EEO        | ORG | GRP | CLASS TITLE            | DEPT   | FLSA | ED | EXP | LIC | REPORTS TO   | GRD |  |
| 4          | 2   | ne  | Deputy Chief of Police | Police | E    | 3  | 7   | DC  | Chief Police | 42  |  |
| 4          | 1   | tm  | Chief of Police        | Police | E    | 3  | 10  | DC  | Dir Pub Sfty | 43  |  |

### LEGEND

#### EEO Codes

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

#### 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

#### Group (GRP) Codes

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

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

| Open Range Plan— 2015 Implementation |          |          |           |           |             |
|--------------------------------------|----------|----------|-----------|-----------|-------------|
| Grade                                | 90%      | 95%      | MKT/MIDPT | 125%      | Range Width |
| 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 for both full time positions:

| Exempt Positions       | Grade | Pay 2015                  |
|------------------------|-------|---------------------------|
| Chief of Police        | 43    | \$113,256.72<br>\$115,521 |
| Deputy Chief of Police | 42    | \$104,491.92<br>vacant    |

Annual salaries are rounded to the nearest dollar

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

- a. All Wage Schedules/Ranges will be adjusted in the Open Range Plan for 2015 by 0% to reflect the local market.
- b. Any employee who is not at or above their market rate as of 1/1/2015, 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 as documented in their 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 and replaced with a 2% wage increase effective the first full pay period in January 2015. 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. Employees below market as of January 1, 2015 will not be eligible.
- f. Any employee at market rate who is within their probationary period or under a performance development plan on January 1, 2015 will receive an applicable merit increase in the first full pay period upon successful completion of their probationary period or the performance development plan.

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

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 ~~2015~~2016.

Section 2. Annual Service Credit.

The Chief 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 for ~~2015~~2016:

|                     |            |
|---------------------|------------|
| 5 through 9 years   | \$750.00   |
| 10 through 14 years | \$950.00   |
| 15 through 19 years | \$1,150.00 |
| 20 or more years.   | \$1,350.00 |

Payment of Service Credit shall be made in a lump sum, in a separate check, and will accompany the first regular paycheck in December of each calendar year. Payment shall be based upon continuous years of active service as a full-time officer in the Gahanna Police Department as of the date of payment.

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

Section 3. Pay Plan Administration.

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 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 one hundred eighty calendar days from date 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: RATES FOLLOWING CERTAIN PERSONNEL ACTIONS**

Section 1. Notwithstanding the foregoing provisions of Article III, the Chief's rate of pay after the personnel actions listed below shall be as follows:

- A. Demotion (Voluntary and Physical Disability). Whenever a Chief with permanent status requests and is granted a voluntary demotion, or is required to accept a demotion because of physical disability, his rate of pay shall be at the rate which corresponds to the rate previously received for his position in the higher range, if such rate exists; or at the rate in the lower range which requires him to take the least reduction in salary and he shall be eligible for his next Step increase, if any, six (6) months from the date of his last Step increase.

## ARTICLE V: UNIFORMS, EQUIPMENT AND ALLOWANCES

### Section 1. Damaged Uniform Parts or Equipment.

The Chief shall be allowed to turn in uniform parts or equipment which are damaged in the line of duty and these items will be replaced by the City at no cost to the Chief.

### Section 2. Damaged Personal Property.

The Chief shall be allowed to turn in personal property which is damaged in the line of duty and these items will be repaired or replaced by the City at no cost to the Chief. The following rules will apply: \$250.00 maximum per personal item damaged (excluding personal weapon); \$400.00 maximum per incident; and total actual cost of repair or replacement of personal weapon. An A/I Report will accompany all requests for reimbursements with written approval by the Director of Public Safety.

## ARTICLE VI: VACATION LEAVE

### 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.

The Chief in paid status shall accrue vacation by pay period at the annual rate of workdays based on years of completed service as a full-time employee of the City of Gahanna, or other full-time employment covered by P.E.R.S. or OP&F, as established in the schedules contained in Section 3 of this Article. However, any Chief 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<br/>Vacation</u> | <u>Paid<br/>Vacation<br/>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                                 |



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 4. Vacation Carry-Over.

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

Section 5. Additional Considerations.

- A. At the end of each year, a Chief 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 interest 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. A Chief who is to be separated from City service shall be paid in a lump sum for unused vacation leave.
- C. In the event a Chief dies while in active status in the City service, any unused vacation leave to his credit shall be paid in a lump sum 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 Director of Public Safety.

**ARTICLE VII: HOLIDAYS**

Section 1. Paid Holidays.

The following are designated as paid holidays.

| Holiday                | When                      | Observed in <del>2015</del> 2016                                    |
|------------------------|---------------------------|---|
| New Year's Day         | January 1 <sup>st</sup>   | <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>7<sup>th</sup></del> 5 <sup>th</sup>         |
| Columbus Day           | 2nd Monday in October     | Monday, October <del>12<sup>th</sup></del> 10 <sup>th</sup>         |
| Veterans' Day          | November 11 <sup>th</sup> | <del>Wednesday</del> Friday, November 11 <sup>th</sup>              |
| Thanksgiving Day       | 4th Thursday in November  | Thursday, November <del>26<sup>th</sup></del> 24 <sup>th</sup>      |
| Day After Thanksgiving | 4th Friday in November    | Friday, November <del>27<sup>th</sup></del> 25 <sup>th</sup>        |

|               |                           |  |
|---------------|---------------------------|--|
| Christmas Eve | December 24 <sup>th</sup> | <del>Thursday, December 24<sup>th</sup></del><br><del>Friday, December 23<sup>rd</sup></del> |
| Christmas Day | December 25 <sup>th</sup> | <del>Friday, December 25<sup>th</sup></del><br><del>Monday, December 26<sup>th</sup></del>   |

## ARTICLE VIII: INSURANCE

### Section 1. Medical Insurance.

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

~~2015~~2016 rates will be at 15% of the monthly cost of the medical plan. Employees and spouses, if applicable, who participate in and meet the requirements of the City of Gahanna Wellness Premium Reduction Incentive Program will pay a discounted rate as defined below of the monthly premium.

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

| <b>Premium/Semi-Monthly</b>      |            |            |           |
|----------------------------------|------------|------------|-----------|
| <b>Coverage</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  |

*One-half of these amounts will be deducted out of the employees' paychecks two times per month for a total of 24 deductions per year.*

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

Section 2. Dental Insurance. The City will continue to provide, at no cost to the member or his family, a fully paid dental insurance plan.

Section 3. Life Insurance. The City will continue to provide fully paid life and accidental death and dismemberment insurance for the Chief in an amount equal to twice the member's annual wage rate. ~~with a provision for double that coverage in the event of accidental death or dismemberment.~~ Said amount will be within the life and accidental death and dismemberment insurance policy defined limits.

Section 4. Vision Insurance. The City will provide, at no cost to the member or his family, a fully paid vision care insurance plan to cover the member and his family.

Section 5. Modifications. The employer agrees to notify the Chief of any modifications in the insurance plan prior to the time any modifications are implemented.

Section 6. Cash Payment for Waiving Insurance

Effective 1/1/2010, the chief may elect not to be covered by the medical plan offered by the City and can demonstrate he has 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. If the chief is covered under the plan and is married and can demonstrate his eligible spouse has medical coverage by another plan other than the plan offered by the city and elects single coverage, he 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 IX: SICK AND INJURY LEAVE**

Section 1. Sick Leave Accumulation. The Chief 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 the Chief's credit on the basis of one-half hour for every one-half hour of absence from previously scheduled work.~~

Employees shall earn sick leave, with pay, according to the schedule below, for each completed year of continuous full-time service during which the employee has been in paid status during each of the workdays and holidays of such 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. The Chief shall accumulate sick leave at the following rates for full-time service with the City:

| <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  
15 years or more

136 hours per year  
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 Chief may use sick leave in one half hour increments, upon approval of the Director of Public Safety, for the following reasons:

- A. Sickness of the Chief.
- B. Injury to the Chief, except where injury leave may apply.
- C. Medical, dental or optical consultation or treatment, providing the person rendering such treatment is licensed to practice in his profession
- D. Sickness of a member of the Chief's immediate family, whether or not the member is living in the Chief's household when the Chief's presence is reasonably necessary.
- E. For the purpose of interpreting this section of the Ordinance, pregnancy shall be considered to be sickness entitled to the same benefits as any other form of such leave.
- F. If the Chief is absent without approval for a period of three (3) consecutive work days without proper notice, he/she is considered to have resigned; however, such resignation may be rescinded, at the discretion of the Director of Public Safety, within thirty (30) calendar days of the date the Chief became absent.
- G. A doctor's certificate may be required by the Director of Public Safety for any absence permitted by this section of the Ordinance, and shall be required for all absences of more than five (5) work days with the exception of approved FMLA leave.
- 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 a Chief of the City of Gahanna Police Department.~~

Section 4. ~~Cash Payment for Sick Leave Credit.~~ Sick Leave Conversion at Retirement or Resignation

Upon retirement to include disability retirement, or a layoff, the Chief 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, the Chief shall receive payment based on the employee's rate of pay for 30% of the accumulate sick leave, up to a maximum of one thousand two hundred (1,200) sick leave hours. After one thousand two hundred (1,200-00) 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 5. Major Medical Leave Schedule. The Chief shall be entitled to 18 months of Major Medical leave at full pay with an additional six months at three quarters of full pay after five (5) years of full-time employment with the City. "Major Medical" shall be defined as any physical debilitating 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 leave may only be used after other benefits from Article X have been used and all accrued paid leave has been exhausted. The City will require verification from a physician to substantiate the need for this leave. Previous full time service that qualified for P.E.R.S. or OP&F will be considered in the initial five (5) year requirement. This leave will be granted one time only in any five year period.

Section 6. Coordination of Workers' Compensation. If the Chief receives disability duty-injury leave benefits, he cannot receive and retain workers' compensation temporary total disability benefits for the same period of time, arising out of the same injury. However, if the Chief is injured while on duty, he shall file for workers' compensation benefits according to the Ohio Workers' Compensation Act. Copies of all filings shall be submitted to the Human Resource Department. The Chief shall receive duty-injury leave for verified duty-related injuries 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.

## **ARTICLE X: SPECIAL LEAVES**

Section 1. Jury Duty Leave. The Chief, while serving upon a jury in any court of record in Franklin County, or county in which they reside, will be paid his regular salary for each of his schedule workdays during the period of time so served. Time so served shall be deemed active and continuous service for all purposes.

### Section 2. Military Leave.

- A. Paid Leave. Subject to O.R.C. 5923.05, the Chief shall be granted military leave of absence with pay in addition to vacation leave when ordered to temporary active duty or when ordered to military training exercises for a period not to exceed ten (10) calendar days during each year. When the Chief Executive Officer of the State of Ohio or the Chief Executive Officer of the United States declares that a state of emergency exists, the Chief, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this section for a period, or periods, whether or not consecutive, not to exceed twenty-two (22) days during each calendar year. The Chief shall be paid his regular salary for the period of time so served.
- B. Military Leave Without Pay. The Chief 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:
1. The Chief shall not lose his rank, grade, or 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.
  2. The term "Armed Forces of the United States" as used in this section shall include the Army, Air Force, Navy and Marines.

3. Where service in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.
4. Where service in the Armed Forces results from enlistment, leave shall be granted for not more than one (1) voluntary enlistment.

C. Return From Military Leave.

Whenever the Chief returns from military leave, and it is determined that his physical and mental condition has not been impaired to the extent of rendering him incompetent to perform the duties, he shall be restored in his former position and shall be granted any increases to which he would have been entitled had he not entered military service.

Section 3. Funeral Leave.

The Chief shall be entitled to three (3) consecutive work days with pay at his regular straight hourly rate for funeral leave for a death in the immediate family. Two additional days may be granted for special hardship, at the pleasure of the Director of Public Safety.

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 the Chief's own expense, or such time may be changed to vacation time.

Section 5. Absence without pay

At the discretion of the Director of Public Safety, absence without pay may be granted for up to 10 calendar days a year.

## **ARTICLE XI: PROFESSIONAL DEVELOPMENT REIMBURSEMENT**

Section 1. Professional Development Reimbursement

The Chief shall be eligible for a reimbursement of tuition of job related courses of instruction at an accredited college or university voluntarily undertaken by him. 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 dates checks are issued to the Chief from the City. The Chief must submit the grade and appropriate documentation displaying the cost of the course within 60 days of the course completion. The degree curriculum course requirements shall be filed in the Human Resources department with the request for reimbursement.

Job related advanced training given by recognized organizations and educational facilities shall be included to assist the Chief in professional development. These courses may be taken towards a degree or degrees. This advanced training is not subject to the maximum limits.

- A. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Director of Public Safety and with the Department 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 the Director of Public Safety 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 Director of Public Safety, which would require the Chief'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 the Chief, 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 he is eligible for under this section. If the Chief's tuition is fully covered by another governmental or private agency, then he is not entitled to any payment from the City.
- C. No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of tuition.
- D. Reimbursement for tuition will be made when the Chief presents an official certificate or its equivalent and a receipt of payment from the institution confirming satisfactory completion of the approved course with a grade of "C" or above.
- E. Employee must obtain their purchase order from the Human Resources Department prior to 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.
- F. Should the Chief 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).

## ARTICLE XII: PERSONAL EXPENSES

Section 1. Personal Expenses. The following shall apply to personal expenses the Chief incurs related to City business:

- A. The Chief, whenever authorized by the Director of Public Safety to engage in or upon official daily business for or on behalf of the City, will be reimbursed for all expenses incurred. The Chief shall submit a statement of expenses to the Director of Finance with such supporting data as the Director requires.
- 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 by the I.R.S.

~~Section 2. Prepayment. The Chief may request prepayment of any expenses. Such request shall be authorized by the Director of Public Safety and submitted to the Director of Finance for approval with such supporting data as the Director of Finance requires. Such prepayment shall be accounted for to the Director of Finance within thirty (30) days following the expenditure.~~

## ARTICLE XIII: MISCELLANEOUS ECONOMIC

Section 1. Physical Fitness Incentive Payment. The Chief is eligible to qualify for a lump-sum, non-wage rate payment, payable in the first pay period after June 1 and in the first pay period after November 1 in each year covered by this Ordinance, under the following conditions:

- A. If the Chief, before November 15 of a year covered by this Ordinance, meets military, age-graded fitness guidelines as agreed to by the City (with testing done on paid time) he shall receive, for that year, lump sum payment of Six Hundred Dollars (\$600). If the Chief meets the guidelines after either or both of these dates, he shall receive the appropriate payment in the first pay period after he meets the guidelines.

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.

Section 3. 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 occur on or before the last date of paid active status 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, ~~2016-2017~~ for payment to the employee by January 31, ~~2016~~ 2017. Any item not completed by December 31, ~~2015~~2016 and not submitted by January 4, ~~2016-2017~~ 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.

## ARTICLE XIV: DEFINITIONS

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.

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

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

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 based upon number of months of service completed following completion of the above referenced course:

~~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> |
|-------------------------|---------------------------|
| <u>&lt;1 Month</u>      | <u>100</u>                |
| <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