

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

Probationary Period - The period of three hundred sixty-five calendar days from the anniversary date during which no appointment may become final until the Supervisor has satisfactorily completed this period.

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

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

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

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

EXHIBIT A

ARTICLE II
PAY RANGES

Section 3. Effective JANUARY 2, 2002 2003, the following pay ranges* are established WHICH REFLECTS A 4.5% INCREASE OVER 2001 SALARIES WHICH REFLECTS A 4% INCREASE OVER 2002 SALARIES:

C-14 - 4.5%	A	B	C	D
HOURLY	17.16	18.24	19.25	20.28
BI-WEEKLY	1,372.80	1,459.30	1,540.00	1,623.10
ANNUALLY	35,692.80	37,941.80	40,040.00	42,200.60

C-14 - 4%	A	B	C	D
HOURLY	17.84	18.97	20.02	21.09
BI-WEEKLY	1,427.20	1,517.60	1,601.60	1,687.20
ANNUALLY	37,107.20	39,457.60	41,641.60	43,867.20

C-15 - 4.5%	A	B	C	D
HOURLY	18.31	19.48	20.55	21.66
BI-WEEKLY	1,465.10	1,559.00	1,644.49	1,732.90
ANNUALLY	38,092.60	40,534.00	42,756.74	45,055.40

C-15 - 4%	A	B	C	D
HOURLY	19.04	20.22	21.37	22.52
BI-WEEKLY	1,523.00	1,621.00	1,710.00	1,802.11
ANNUALLY	39,598.00	42,146.00	44,460.00	46,854.86

C-16 - 4.5%	A	B	C	D
HOURLY	18.70	19.86	20.98	22.00
BI-WEEKLY	1,496.00	1,588.80	1,678.40	1,760.00
ANNUALLY	38,896.00	41,308.80	43,638.40	45,760.00

C-16 - 4%	A	B	C	D
HOURLY	19.44	20.65	21.81	22.88
BI-WEEKLY	1,555.80	1,652.35	1,745.50	1,830.40
ANNUALLY	40,450.80	42,961.10	45,383.00	47,590.40

C-18 - 4.5%	A	B	C	D
HOURLY	21.75	23.09	24.31	25.51
BI-WEEKLY	1,740.00	1,847.20	1,944.80	2,040.80
ANNUALLY	45,240.00	48,027.20	50,564.80	53,060.80

C-18 - 4%	A	B	C	D
HOURLY	22.62	24.01	25.28	26.53
BI-WEEKLY	1,809.60	1,921.00	2,022.50	2,122.42
ANNUALLY	47,049.60	49,946.00	52,585.00	55,182.92

C-20 @ 4.5%	A	B	C	D
HOURLY	24.51	26.04	27.35	28.82
BI-WEEKLY	1,960.80	2,083.20	2,188.00	2,305.60
ANNUALLY	50,980.80	54,163.20	56,888.00	59,945.60

C-20 @ 4%	A	B	C	D
HOURLY	25.49	27.08	28.44	29.97
BI-WEEKLY	2,039.20	2,166.50	2,275.40	2,397.60
ANNUALLY	53,019.20	56,329.00	59,160.40	62,337.60

C-22 - 4.5%	A	B	C	D
HOURLY	28.58	30.29	32.10	34.02
BI-WEEKLY	2,286.40	2,423.20	2,568.00	2,721.60
ANNUALLY	59,446.40	63,003.20	66,768.00	70,761.60

C-22 - 4%	A	B	C	D
HOURLY	29.72	31.50	33.38	35.38
BI-WEEKLY	2,377.80	2,520.00	2,670.60	2,830.40
ANNUALLY	61,822.80	65,520.00	69,435.60	73,590.40

* All totals are rounded down to nearest hundredth. When hourly rates are calculated for payroll, they are computed to the nearest ten thousandth. Actual hourly and bi-weekly rates will be slightly different due to this method of computation.

ARTICLE III
WAGES AND SERVICE CREDIT

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

Section 2. Probationary Period. A Supervisor shall be required to serve a probationary period of three hundred sixty-five (365) calendar days.

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

5 thru 9 years	\$ 600.00	\$ 650.00
10 thru 14 years	\$ 800.00	\$ 850.00
15 thru 19 years	\$1,000.00	\$1,050.00
20 or more years	\$1,200.00	\$1,250.00

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

Section 4. Pay Plan Administration. The following shall apply to advancement from Step "A" to Step "D" in the Supervisor's position:

- A. The "A" Step shall be the minimum rate and shall be the hiring rate for the class.
- B. A Supervisor, upon recommendation of the appointing authority, shall be advanced to the "B" Step on the first day of the next full pay period immediately following satisfactory completion of one year in Step "A". The same procedure shall be used for subsequent advancement/s/.

ARTICLE IV
UNIFORMS

Section 1. Uniforms. With approval of the Department Head, Supervisors may elect to wear prescribed uniforms in the performance of their duties and shall be furnished uniforms and replacements. The uniform shall be furnished, cleaned and maintained by the City and shall consist of winter/summer shirts and pants.

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

ARTICLE V
VACATION LEAVE

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

Section 2. Conditions for Accrual. The Supervisor shall accrue vacation leave by pay period at the annual rate of workdays based on years of completed service as established in the schedules contained in Section 3 of this article. In computing years of completed service, the higher rate of accrual shall begin on the first day of the first pay period in which a year of service is completed.

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

<u>Years of Service</u>	<u>Hrs/Year</u>	<u>Days/Year</u>
1 Year but fewer than 4 years	104 hours	13 days
4 years, but fewer than 8 years	136 hours	17 days
8 years, but fewer than 12 years	152 hours	19 days
12 years, but fewer than 16 years	176 hours	22 days
16 years, but fewer than 20 years	192 hours	24 days
20 years or more	200 hours	25 days

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

Section 5. Additional Considerations.

- A. At the end of each vacation year, the Supervisor in full-time status may be paid for any vacation balances in excess of the maximum fixed by this article. This is subject to certification by the appointing authority to the Director of Finance and the approval by the City Council, that due to a bona fide emergency work requirement, it is not in the best interests of the City to permit the Supervisor to take vacation leave which would otherwise be forfeited as provided in Section 4. Failure to secure prior approval shall result in forfeiture of hours in excess of two hundred forty (240) hours. The Director of Finance must be notified no later than November 1.

- B. The Supervisor in full-time status who is to be separated from the City service through removal, resignation, retirement or layoff and who was unused vacation leave to his credit shall be paid in a lump sum for such unused vacation leave.
- C. If the Supervisor dies while in paid status in the City service, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased, in accordance with Section 2113.04 of the Ohio Revised Code.
- D. All vacation leave shall be taken at such time or times at the discretion of and as approved by the Department Head.

ARTICLE VI
HOLIDAYS

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

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

Section 2. When a holiday observed by Gahanna city employees falls on the first day of a Supervisor's regularly scheduled days off, it shall be celebrated on the previous day; and when a holiday falls on the second day of an employee's regularly scheduled days off, it shall be celebrated on the following day. Part-time employees shall not be compensated for time not worked on holidays.

ARTICLE VII
INSURANCE

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

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

EFFECTIVE DATE	NETWORK PLAN		TRADITIONAL PLAN*	
	Single	Family	Single	Family

08/01/02	5%-\$10 MAX	5%-\$30 MAX	*	*
01/01/03	6%-\$20 MAX	6%-\$40 MAX		

Section 2. Prescription Drugs:

- A. The plan shall provide a prescription card for employees to obtain prescriptions with a deductible at retail of 10% generic drugs and 15% brand drugs, with the plan paying the remainder for both the employee and family. Mail order will be paid in full after a deductible of 6% for 90-day supplies. Normal coordination of benefits will apply.
- B. Dental and Vision Insurance. The City shall provide, at no cost to the Supervisor, vision and dental insurance coverage for the Supervisor and his/her family. Plans will have at least equivalent benefits provided at the time this Ordinance is executed. The City will pay the entire premium for the vision and dental coverage.
- C. The City will provide fully-paid life insurance for the Supervisor in an amount of fifty thousand dollars or equal to twice the Supervisor's annual salary, whichever is greater.
- D. Cost Containment. If the Supervisor or a dependent is informed that a non-emergency in-patient admission is necessary, the admission must be pre-certified by the City. If no pre-certification is made, a two hundred dollar (\$200) co-insurance will be applied, in addition to the deductible and co-insurance provisions. This two hundred dollar (\$200) co-insurance does not apply to the out of pocket maximum.

ARTICLE VIII
SICK AND INJURY LEAVE

Section 1. Sick Leave Accumulation. The Supervisor shall be entitled to sick leave with pay as established in Section 2 of this Article. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the Supervisor's credit on the basis of one hour for every hour of absence from previously scheduled work. Sick leave accumulation begins from the first day of employment and is prorated by pay period.

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

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

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

- A. Sickness of the Supervisor;
- B. Injury to the Supervisor, except where injury leave applies;
- C. Medical, dental or optical consultation or treatment of the Supervisor, provided the person rendering such treatment is licensed to practice his profession by the State of Ohio;
- D. Sickness of a member of the immediate family, whether or not the member is living in the Supervisor's household.
- E. If the Supervisor is absent without leave for a period of three (3) working days, he/she is considered to have resigned; however, such resignation may be rescinded, at the discretion of the Department Head, within thirty (30) calendar days of the date the Supervisor became absent.
- F. A doctor's certificate may be required by the Department Head for any absence permitted by this section of the Ordinance, and shall be required for all absences of more than five (5) work days;
- G. Sick leave may be charged to vacation leave, at the discretion of the Supervisor;
- H. Sick leave shall be charged in hourly increments;
- I. No sick leave with pay shall be accredited or allowed, except that accredited for service as an employee for the City of Gahanna.

Section 4. Sick Leave Conversion at Retirement or Resignation.

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

Section 5. Injury and Major Medical Leave With Pay. The Supervisor shall be allowed injury leave with pay, according to the schedule in Section 6, for each service connected injury, provided such injury is reported to the Department Head within six (6) hours of such injury, but under unusual conditions no later than twenty-four (24) hours. In the absence of the Supervisor's Department Head, the injury may be reported to any supervisory or administrative official of the City of Gahanna. Any additional period of leave must receive Department Head approval before it will be effective.

A report of the cause of all injuries, signed by the Supervisor, shall be submitted to the Department Head within two (2) work days of the date of the injury, on forms designed and furnished by the City. The Department Head may arrange to have the injured person examined by a qualified physician other than the Supervisor's own personal physician and if, in the judgment of the Department Head, the injury was sustained while on duty with the City

of Gahanna, the Supervisor shall be continued on the payroll and be paid according to the schedule in Section 6. A report made by physician designated by the City, if applicable, shall be filed in the Supervisor's personnel file within three (3) months. If the physician designated by the City is of the opinion that the Supervisor is capable of performing his regular duties, the Supervisor shall be informed by the Department Head to return to work on the first regular assigned work day following the physician's report to the Department Head. If the physician recommends that the Supervisor be granted light duties for a period of time, the Supervisor shall be so notified and shall be recalled to work and given whatever light work is available for as long as necessary in the judgment of the physician. If the Supervisor is injured to the extent that he/she is unable to perform his/her regular duties after the maximum injury leave allowance, but is capable of performing other duties which are available to him/her in the municipal service, the Department Head to whom he/she will be assigned upon his/her return will submit a statement of his/her new duties to the Civil Service Commission and the Commission, after due investigation, will classify the job and recommend a new range to Council, if an appropriate classification and pay range does not already exist covering the work to be performed. If the injured Supervisor elects to return to work, he/she shall be employed in the new classification and at the appropriate rate within the range for that class. When able to resume his/her former duties, he/she shall be restored to his/her previous job at the Step at which he/she was paid when the injury occurred.

If the Supervisor disagrees with the determination of the City-appointed physician or other appropriate licensed practitioner, the Supervisor may submit an examination report from a licensed practitioner of his choice. If the opinion and conclusions of the City-appointed and employee-retained practitioners differ, the Supervisor shall submit to an examination by a practitioner mutually appointed by the two practitioners.

Section 6. Disability Benefits. In the event of a service-connected injury while in the active discharge of duty, and for which the Supervisor shall be entitled to disability payments from the Workers' Compensation Bureau, the Supervisor shall receive his/her full pay as an advance for a period not to exceed nine (9) months, subject to re-evaluation after six (6) months. Any reimbursement as a result of Workers' Compensation reduces, by the amount of the reimbursement, the amount paid as an advance so that wages reported by the City are correspondingly reduced and the City recovers an amount equal to the amount of the advance paid, up to the amount of the reimbursement.

The Supervisor, if injured while on duty, shall file for the Workers' Compensation benefits according to the Workers' Compensation Law and regulations. Such filing shall include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the City. As a condition to receiving leave, the Supervisor must submit all temporary total compensation to the City to which the Supervisor is entitled under Workers' Compensation for the period the Supervisor is receiving benefits, in compensation from the City. The requirement for reimbursement by the Supervisor of temporary total compensation will cease at the time the city ceases disability payments. In the event a Supervisor is determined to be ineligible for

temporary total benefits, the amount of any advance received under this Article will be set off against wages and/or sick leave.

Section 7. Major Medical Leave Schedule. The Supervisor shall be entitled to one year of leave at the full pay for major medical leave. Major Medical for purposes of this Section shall be defined as any debilitating disease or injury that by its nature requires a lengthy confinement or convalescence sufficient to exhaust the Supervisor's accrued sick leave and vacation. Major Medical leave may be used after other benefits from Article VIII have been used.

ARTICLE IX SPECIAL LEAVES

Section 1. Compensatory Time. The Supervisor shall work until the job is completed. To compensate for extended hours needed, the City shall grant forty (40) hours compensatory time per year. The Supervisor is on 24 hour call. To the extent possible, the Supervisor shall be available when needed. Compensatory time is not cumulative from year to year. Forty (40) hours compensatory time can be taken anytime during the calendar year from January 1 to December 31 and shall be taken in one-hour increments. Compensatory time shall be prorated for employment of less than one year.

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

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

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

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

Section 5. Funeral Leave. The Supervisor shall be entitled to three (3) consecutive work days, including the day of the funeral, and may be granted

two (2) additional work days with pay at the Supervisor's regular hourly rate for funeral leave for death in the immediate family, for extreme circumstances, subject to written approval by the Department Head.
Section 6. Absence Without Leave. All unreported absences shall be considered as absence without leave and loss in pay shall be automatic for the period of absence.

ARTICLE X
TUITION REIMBURSEMENT

Section 1. Reimbursement Program. The Supervisor shall be eligible for a reimbursement of tuition of job related courses of instruction taken toward a degree at an accredited college or university voluntarily undertaken by him/her at a rate of one hundred percent (100%). Job related advanced training given by recognized organizations and educational facilities shall be included to assist the Supervisor in professional development.

- A. All courses must be taken during non-working hours. Scheduled hours of instruction shall be filed with the Department Head (or designee) and the Director of Finance. Scheduled courses shall be approved by the appointing authority. Any situation, in the discretion of the appointing authority, which requires the Supervisor's presence on the job shall take precedence over any times scheduled for courses.
- B. Financial assistance from governmental or private agencies available to the Supervisor, whether applied for and regardless of when assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement. When the Supervisor's tuition is fully covered by another governmental or private agency, the Supervisor is not entitled to reimbursement.
- C. The Director of Finance shall create and maintain a current list of approved institutions for which reimbursement for tuition may be made. Those institutions listed by the Director of Finance shall establish eligibility of the Supervisor to receive reimbursement for tuition. Additional institutions may be added by forwarding an application for reimbursement to the Director of Finance not less than thirty (30) days prior to enrollment.
- D. No reimbursement shall be granted for books, supplies, transportation, meals, or other expense connected with any course.
- E. Reimbursement for tuition shall be made when the Supervisor presents an official certificate or its equivalent and receipt of payment from the institution confirming satisfactory completion of the approved course with a grade of "C" or above.
- F. Should the Supervisor resign from the City within eighteen (18) months of the Supervisor's graduation with any degree, and said Supervisor has been reimbursed by the City, the City shall be repaid all monies expended for tuition reimbursement.

ARTICLE XI
PERSONAL EXPENSES

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

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

ARTICLE XII
MANAGEMENT RESPONSIBILITIES

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

- A. To direct the work of employees;
- B. To help determine the objectives of the division;
- C. To help determine the size and composition of the workforce;.
- D. To supervise employees assigned to each division with regard to work assignment, hours, overtime, discipline, and other personnel matters, as delegated by the department head;
- E. To take actions as may be necessary to carry out the objectives of the Division in emergencies;
- F. To recommend the hiring, scheduling, promotion, demotion, transfer and assignment of employees;
- G. To recruit and recommend new employees;
- H. To train employees, as appropriate;

- I. To ensure that all necessary tools, facilities, vehicles, supplies, equipment, and uniforms, as determined by the Department Head, are furnished and in safe and working order.

ARTICLE XIII
CORRECTIVE ACTION AND RECORDS

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

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

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

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

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

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

ARTICLE XIV
RATES FOR SUPERVISORS FOLLOWING
CERTAIN PERSONNEL ACTIONS

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

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

ARTICLE XV
NON-DISCRIMINATION

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

ARTICLE XVI
MISCELLANEOUS ECONOMIC

Section 1. Employee Wellness Incentive Payment.

Each employee covered by this agreement is eligible for a lump-sum, non-wage payment, payable upon the completion of the 10 described wellness workshops. If successful, the employees will receive incentive payment on the pay period following the session completion deadline of November 30 in each year covered by this agreement, under the following conditions:

- A. The intent of this provision is to encourage employees to achieve a standard of wellness above the minimum standard required for job performance by encouraging - but not requiring - each employee to attend and complete a minimum number of 10 wellness workshops to be eligible to receive the wellness incentive. The workshops will include:
- 1) Three (3) required practical aerobic tests - employees must meet the objectives equal to 60% of the standard U.S. military guidelines to pass the test. Employees must pass at least 3 times to qualify for the incentive. Employees not able to perform the walk or running test have the option to bike or swim. Employees must indicate their choice at least one week prior to workshop date. (Testing done on paid time.)
 - 2) One (1) required safety workshop (session held on paid time.)
 - 3) One (1) required insurance orientation workshop (session held on paid time.)
 - 4) Five (5) self-selected educational sessions (session held on non-paid time.)
- b. Each employee covered by this agreement who, before November 30 of a year covered by this agreement, meets the requirements as stated and agreed to by the city shall receive, for that year, a lump sum payment in the amount of six hundred dollars (\$600), which shall not become part of their wage base, and which shall be paid in the first pay period after the completion deadline of November 30.

APPENDIX "A"

This Council hereby approves payment to the following employees as follows in accordance with the schedule and provisions herein:

A. Superintendent of Streets and Sanitation - RUSS SIMS (C-22)

	1-2-02 (4.5%)	1/2/03 (4%)
Hourly	30.29	33.38
Bi-Weekly	2,423.20	2,670.60
Annually	63,003.20	69,435.60

Effective August 6, 20023 - Step ED

Hourly	32.10	35.38
Bi-Weekly	2,568.00	2,830.40
Annually	66,768.00	73,590.40

B. Parks Superintendent - CARL NORRIS (C-20)

Effective January 2, 2002- Step ED

Hourly	28.32	29.97
Bi-Weekly	2,305.60	2,397.60
Annually	59,945.60	62,337.60

C. Superintendent of Vehicle Maintenance - JOHN KRING (C-20)

Hourly	28.82	29.97
Bi-Weekly	2,305.60	2,397.60
Annually	59,945.60	62,337.60

D. Building and Heating Inspector - EDWARD CORBETT (C-18)

Hourly	25.51	26.53
Bi-Weekly	2,040.80	2,122.42
Annually	53,060.80	55,182.92

E. Water and Sewer Billing Supervisor - MARTHA ARMSTRONG (C-18)

Hourly	25.51	26.53
Bi-Weekly	2,040.80	2,122.42
Annually	53,060.80	55,182.92

F. Senior Services Supervisor - DANISE HALL (C-14)

Hourly	20.28	21.09
Bi-Weekly	1,623.10	1,687.20
Annually	42,200.00	43,867.20

G. Greenskeeper - Alan Little C-14 - Step B

Hourly	18.24	18.97
Bi-Weekly	1,459.30	1,517.60
Annually	37,941.80	39,457.60

Effective March 26, 20023 Step C

Hourly	18.97	20.02
Bi-Weekly	1,517.60	1,601.60
Annually	39,457.60	41,641.60

H. Zoning Administrator - BONNIE GARD (C-14)

Hourly	20.28	21.09
Bi-Weekly	1,623.10	1,687.20
Annually	42,200.60	43,867.20

I. Recreation Supervisor - MIKE MUSSER (C-14-B)

Hourly	17.16	18.97
Bi-Weekly	1,372.80	1,517.60
Annually	35,692.80	39,457.60

Effective April 2, 20023 - STEP C

Hourly	18.24	20.02
Bi-Weekly	1,459.30	1,601.60
Annually	37,941.80	41,641.60

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