

Ordinance for the Supervisory
Personnel of the City of
Gahanna
January 1, 2015
Through December 31,
2015

Table of Contents

ARTICLE I: DEFINITIONS	4
ARTICLE II: PAY RANGES.....	6
Section 1. Classifications	6
Section 2. Pay Ranges	8
ARTICLE III: WAGES AND SERVICE CREDIT	9
Section 1. Wages.....	9
Section 2. Probationary Period	9
Section 3. Annual Service Credit.	9
Section 4. Pay Plan Administration	9
ARTICLE IV: UNIFORMS	10
Section 1. Uniforms.....	10
Section 2. Termination	10
ARTICLE V: VACATION LEAVE.....	10
Section 1. Vacation Year	10
Section 2. Conditions for Accrual.....	10
Section 3. Accrual Schedule for Vacation.....	11
Section 4. Vacation Carry-Over	11
Section 5. Additional Considerations	11
ARTICLE VI: HOLIDAYS	12
Section 1. Paid Holidays	12
Section 2. Holiday Observances.....	12
ARTICLE VII: INSURANCE	13
Section 1. Medical and Prescription Insurance	13
Section 3. Dental and Vision Insurance.....	13
Section 4. Life Insurance	13
Section 5. Cash Payment for Waiving Insurance.....	13
ARTICLE VIII: SICK AND INJURY LEAVE	14
Section 1. Sick Leave Accumulation	14
Section 2. Sick Leave Accumulation Schedule	14
Section 3. Sick Leave Usage	14
Section 4. Sick Leave Conversion at Retirement or Resignation.....	15
Section 5. Duty Injury and Major Medical Leave With Pay.....	15
Section 6. Duty Injury Leave Benefits	16
Section 7. Major Medical Leave Schedule	17
ARTICLE IX: SPECIAL LEAVES	17
Section 1. Compensatory Time.....	17
Section 2. Jury Duty Leave	17
Section 3. Examination Leave	17
Section 4. Military Leave.....	17
Section 5. Funeral Leave	18
Section 6. Absence Without Leave	18

ARTICLE X: PROFESSIONAL DEVELOPMENT REIMBURSEMENT	18
Section 1. Reimbursement Program	18
ARTICLE XI: PERSONAL EXPENSES	20
Section 1. Personal Expenses	20
ARTICLE XII: MANAGEMENT RESPONSIBILITIES	20
Section 1. Responsibilities	20
ARTICLE XIII: CORRECTIVE ACTION AND RECORDS	21
Section 1. Corrective Action for Cause	21
Section 2. Actions of Record	21
Section 3. Progressive Action	21
Section 4. Duration of Records	21
Section 5. Review of Personnel Files	21
Section 6. Inaccurate Documents	21
ARTICLE XIV: RATES FOR SUPERVISORS FOLLOWING CERTAIN PERSONNEL ACTIONS	21
Section 1. Rate of Pay Adjustment	21
ARTICLE XV: NON-DISCRIMINATION	21
ARTICLE XVI: MISCELLANEOUS ECONOMIC	22
Section 1. Employee Wellness Incentive Program	22
Section 2. Compensatory Time Earned As A Non-Exempt Employee	22
Professional Development Reimbursement Agreement	23

ARTICLE I: DEFINITIONS

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.

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

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

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

Continuous Service - Service shall be considered continuous for the Employee 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.

Intermittent Employment – Employees who work on an irregular schedule, which is determined by the fluctuating, demands of the work and is generally not predictable.

Intern – means an individual employed to work in a professional capacity and/or position that is directly related to their college course of study. College Interns may be at various degree levels.

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 one hundred eighty (180) calendar days 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 class.

Seasonal Employees – 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 employment.

Temporary Employee – 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.

Weekend - The first and second consecutive day of unscheduled work in the Employee'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. The work week shall consist of seven consecutive calendar days, starting at 12.01 am on Monday and ending at midnight the following Sunday.

ARTICLE II: PAY RANGES

Section 1. Classifications

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

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

LEGEND

EEO Codes

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

Licenses Codes

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

FLSA Codes

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

Group (GRP) Codes

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

Education Codes

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

Org Codes

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

The following chart represents the salary range effective January 1, 2015 corresponding to the classification codes for each full time position:

<u>Open Range Plan— 2015 Implementation</u>					
Grade	90%	95%	MKT/MIDPT	125%	Range Width
20	\$24,520	\$25,882	\$27,245	\$34,056	39%
21	\$25,542	\$26,961	\$28,380	\$35,474	39%
22	\$26,607	\$28,085	\$29,563	\$36,954	39%
23	\$27,715	\$29,254	\$30,794	\$38,492	39%
24	\$28,870	\$30,473	\$32,077	\$40,097	39%
25	\$30,600	\$32,300	\$34,000	\$42,500	39%
26	\$32,437	\$34,239	\$36,041	\$45,051	39%
27	\$34,383	\$36,294	\$38,204	\$47,755	39%
28	\$37,227	\$39,296	\$41,364	\$51,705	39%
29	\$38,715	\$40,866	\$43,017	\$53,771	39%
30	\$40,263	\$42,500	\$44,737	\$55,921	39%
31	\$41,874	\$44,201	\$46,527	\$58,159	39%
32	\$43,549	\$45,968	\$48,387	\$60,484	39%
33	\$45,076	\$47,581	\$50,085	\$62,606	39%
34	\$50,648	\$53,461	\$56,275	\$70,344	39%
35	\$52,167	\$55,065	\$57,963	\$72,454	39%
36	\$53,180	\$56,135	\$59,089	\$73,861	39%
37	\$57,486	\$60,680	\$63,873	\$79,842	39%
38	\$60,778	\$64,154	\$67,531	\$84,414	39%
39	\$68,881	\$72,707	\$76,534	\$95,668	39%
40	\$73,946	\$78,054	\$82,162	\$102,703	39%
41	\$81,036	\$85,539	\$90,041	\$112,551	39%
42	\$84,076	\$88,747	\$93,418	\$116,772	39%
43	\$86,862	\$91,687	\$96,513	\$120,641	39%

Section 2. Pay Ranges

Effective January 5, 2015, the following salaries are established for 2015 for the employees within each position listed in accordance with the schedule and provisions herein:

<u>Exempt Supervisor Positions</u>	<u>Grade</u>	<u>Pay- 2015</u>
Building and Heating Inspector	34	\$59,713
Facilities Superintendent	37	Vacant
Fleet Management Superintendent	37	\$68,104
Golf Course Supervisor	34	Vacant
Parks & Facilities Superintendent	37	\$67,776
Planning and Zoning Administrator	36	\$62,700
Recreation Specialist 1 / Camp & Youth/Family	27	Vacant
Recreation Specialist 2	27	Vacant
Recreation Superintendent	37	\$65,802
Recreation Supervisor 1	33	\$48,492*
Recreation Supervisor 2	33	Vacant
Senior Center Supervisor	33	\$62,606
Streets and Utilities Superintendent	39	\$95,488
Utilities Billing Supervisor	31	Vacant

**Until end of probationary period or until anniversary date (explained in Section 3).
Annual salaries are rounded to the nearest dollar*

Section 3. 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 90th 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 increase in the first full

pay period upon successful completion of their probationary period or the performance development plan

No salary increase can exceed the top of the range. 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**.

ARTICLE III: WAGES AND SERVICE CREDIT

Section 1. Wages

The Employee 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

An Employee shall be required to serve a probationary period of 180 calendar days.

Section 3. Annual Service Credit.

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

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

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

Section 4. Pay Plan Administration

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

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

No increases shall be granted during the first one hundred eighty calendar days since 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: UNIFORMS

Section 1. Uniforms

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

Section 2. Termination

Upon termination, Employees 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 from the employee's final pay check.

ARTICLE V: VACATION LEAVE

Section 1. Vacation Year

The vacation year for the Employee shall end at midnight on December 31 of each year.

Section 2. Conditions for Accrual

The Employee shall accrue vacation leave by pay period at the annual rate of workdays based on years of full-time completed service in paid status as an employee of the City of Gahanna, or other full-time employment covered by P.E.R.S., as established in the schedules contained in Section 3 of this article *. However, any employee who has retired under a state retirement plan shall not have prior service counted for the purpose of computing vacation leave. .

Section 3. Computing Years of Completed Service.

In computing years of completed service, the higher rate of accrual shall begin on the first day of the first pay period following the bi-weekly pay period in which a year of service is completed. A newly hired full-time employee with prior P.E.R.S. service will receive the base rate of accrual during their 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.

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

|

Section 3. Accrual Schedule for Vacation

The following vacation accrual schedules are established:

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

Section 4. Vacation Carry-Over

The Employee 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 Employee 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 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. The Director of Finance must be notified no later than November 1.
- B. The Employee 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 Employee dies while in paid status in the City service, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased, in accordance with Section 2113.04 of the Ohio Revised Code.
- D. All vacation leave shall be taken at such time or times at the discretion of and as approved by the Department Head.
- E. No accrued vacation may be used during the probationary period of a new hire, unless for emergency purposes as determined by the Department Head and Director of Human Resources.
- F. Vacation leave must be requested at least twenty-four (24) hours in advance for approval, unless it is being used for a bona fide emergency as approved by the Department Head.

ARTICLE VI: HOLIDAYS

Section 1. Paid Holidays

The following are designated as paid holidays.

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

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 celebrated on the previous day; and when a holiday falls on the second day of an employee's regularly scheduled days off, it shall be celebrated on the following day.

ARTICLE VII: INSURANCE

Section 1. Medical and Prescription Insurance

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

2015 Medical rates will be 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.

Coverage	Premium/Semi-Monthly		
	15%	10%	6%
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

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

Section 3. Dental and Vision Insurance

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

Section 4. Life Insurance

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

Section 5. Cash Payment for Waiving Insurance

Effective 1/1/2010, any 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 can demonstrate their eligible 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 amounts will be pro-rated for the time that an employee is eligible for coverage and waives such coverage.

ARTICLE VIII: SICK AND INJURY LEAVE

Section 1. Sick Leave Accumulation

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

Section 2. Sick Leave Accumulation Schedule

The Employee shall accumulate sick leave at the following rates:

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

The Employee may use sick leave, upon approval of the Department Head, for the following reasons:

- A. Sickness of the Employee;
- B. Injury to the Employee, except where injury leave applies;
- C. Medical, dental or optical consultation or treatment of the Employee, provided the person rendering such treatment is licensed to practice his profession;
- D. Sickness of a member of the immediate family, whether or not the member is living in the Employee's household when the employees presence is reasonably necessary.
- E. If the Employee is absent without approval for a period of three (3) consecutive work 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 Employee 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 Employee;
- H. Any period to be charged to sick leave shall be actual time used;
- I. No sick leave with pay shall be accredited or allowed, except that accredited for service as an employee for the City of Gahanna.

Section 4. Sick Leave Conversion at Retirement or Resignation

~~Employees, at the time of their retirement or resignation, shall receive payment based on the Employee's rate of pay at retirement or resignation for fifty percent (50%) 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 Employee's current rate of pay. In the event that the employee accepts employment with another public sector employer, the employee may transfer their accumulated balance if it is accepted by the new employer.~~

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, 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 of employment, full-time employees 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.

~~In the event an Employee dies payment under this section shall be made as provided in Ohio Revised Code, Section 2113.04.~~

Section 5. Duty Injury and Major Medical Leave With Pay

The Employee shall be allowed injury leave with pay, according to the schedule in Section 6, for each service connected injury (hereinafter "Duty Injury"), provided such injury is reported to the employee's immediate Employee within six (6) hours of such injury. Notice provided after six (6) hours will be acceptable only where there are circumstances to justify the delay and in no case will injury leave be granted if the required notice is given more than twenty-four (24) hours after the injury. In the absence of the employee's immediate Employee, the injury may be reported to any

management person in the Department. Any request for Duty Injury leave is subject to approval by the Department Head and the Human Resources Department before it will be effective.

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

If the physician designated by the City is of the opinion that the Employee is capable of performing his regular duties, the Employee will be instructed to return to work. If the physician recommends that the Employee is able to perform restricted work duties for a period of time, the Employee may be recalled to work if there is light duty work available which the employee is qualified to perform. If the Employee is injured to the extent that he/she is unable to perform his/her regular duties after the maximum injury leave allowance, but is capable of performing other duties which are available to him/her in the municipal service, the Department Head to whom he/she will be assigned upon his/her return may submit a statement of his/her new duties to the Civil Service Commission and the Commission, after due investigation, may classify the job and recommend a new range to Council, if an appropriate classification and pay range does not already exist covering the work to be performed. If the injured Employee elects to return to work, he/she shall be employed in the new classification and at the appropriate rate within the range for that class. If the Employee is able to resume his/her former duties at any point in time within one (1) year of the original injury, he/she shall be restored to his/her previous job at the Step at which he/she was paid when the injury occurred. This provision does not require the City to create work or otherwise provide work or create a job where none exists.

Section 6. Duty Injury Leave Benefits

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

The Employee, if injured while on duty, shall file for the Workers' Compensation benefits according to the Workers' Compensation Law and regulations. Such filing may include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the 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 this Article will be terminated and any further wages will be allocated to sick leave should the employee continue to stay off work.

Section 7. Major Medical Leave Schedule

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

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

ARTICLE IX: SPECIAL LEAVES

Section 1. Compensatory Time

The Employee 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 Employee is on 24 hour call. To the extent possible, the Employee 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 Employee, 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 Employee 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 Employee 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 Employee 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.~~

~~Where service in the Armed Forces results from enlistment, leave shall be granted for not more than one (1) voluntary enlistment.~~

- A. 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.
- B. 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 5. Funeral Leave

The Employee 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 Employee'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: PROFESSIONAL DEVELOPMENT REIMBURSEMENT

Section 1. Reimbursement Program

The Employee shall be eligible for a reimbursement of tuition of job related courses of instruction taken toward a degree at an accredited college or university voluntarily undertaken by him/her. Tuition reimbursement shall be subject to a maximum limit of \$5,000 for Bachelor Degrees and \$7,000 for Master Degrees 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 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 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 within 60 days of the course completion.

- A. All courses must be taken during non-working hours. Scheduled hours of instruction shall be filed with the Department Head (or designee) and the Director of Human Resources along with a detailed listing of costs that will be incurred and are expected by the employee to be reimbursed. All scheduled times of courses and reimbursement for costs incurred by the employee must be approved by their Department Head and the Director of Human Resources. Request for approval for tuition assistance must be accompanied by a signed Professional Reimbursement Agreement form (Exhibit A) which may be obtained in the Human Resources Department or on the Intranet. Any situation, in the discretion of the appointing authority, which requires the Employee'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 Employee, 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 Employee's tuition is fully covered by another governmental or private agency, the Employee is not entitled to reimbursement.
- C. The Director of Human Resources shall create and maintain a current list of approved institutions for which reimbursement for tuition may be made. Those institutions listed by the Director of Human Resources shall establish eligibility of the Employee to receive reimbursement for tuition. Additional institutions may be added by forwarding an application for reimbursement to the Director of Human Resources not less than thirty (30) days prior to enrollment.
- D. No reimbursement shall be granted for books, supplies, transportation, meals, or other expense connected with any course.
- E. Reimbursement for tuition shall be made when the Employee 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 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 (Attachment A).
- G. Employee must obtain his or her purchase order from the Human Resources Department before 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.

ARTICLE XI: PERSONAL EXPENSES

Section 1. Personal Expenses

The following shall apply as to personal expenses incurred by the Employee in the pursuit of City business:

- A. The Employee, when authorized by the Department Head to engage in official business on behalf of the City, shall be reimbursed for expenses incurred within the specifications and guidelines of the Travel Policy for the City of Gahanna. The Employee 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 Employee 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 Employee:

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

Section 3. Progressive Action

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

Section 4. Duration of Records

All actions of record shall be maintained in the Employee's personnel file throughout his period of employment.

Section 5. Review of Personnel Files

Upon request, the Employee shall be allowed to review his/her personnel file.

Section 6. Inaccurate Documents

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

ARTICLE XIV: RATES FOR SUPERVISORS FOLLOWING CERTAIN PERSONNEL ACTIONS

Section 1. Rate of Pay Adjustment

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

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

ARTICLE XV: NON-DISCRIMINATION

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

ARTICLE XVI: MISCELLANEOUS ECONOMIC

Section 1. Employee Wellness Incentive Program

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

Each employee covered by this agreement will be allocated an annual \$400 amount; Spouses enrolled in the City medical insurance program may access the employee's \$400 allocation as well. Employees may receive the allocation as for preventive services and activity based events, but no reimbursement or payment will ever exceed the annual \$400 allotment. The amount shall be prorated in the first year for new wellness plan participants. Details are on file in the Human Resources Department.

Note: NO REIMBURSEMENT WILL EXCEED THE COST OF THE ORIGINAL ITEM^[JT1]

Wellness, Inc. will make any decision required regarding reimbursement eligibility, and that I may appeal the decision to the HR Director. The HR Director or designee would make the final decision.

This \$400.00 allotment is only available and reimbursable to active employees with the City of Gahanna. The ending date of the service, program, exam, etc. 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, and they must be sent in for reimbursement/payment by January 7, 2016 so that the money may be paid by January 31, 2016. Any item not completed by December 31, 2015 and not submitted by January 7, 2016 WILL NOT BE REIMBURSED OR PAID.

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.

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%

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.

Employee

Date

Department Head

Date

Director of Human Resources

Date