



# BENEFITS ORDINANCE

for the

Personnel of the  
City of Gahanna

Effective January 1, 2020

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## ARTICLE 1: DEFINITIONS

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

Anniversary Date – An Employee's first day of work after hiring into a position.

Appointing Authority – Includes but not limited to the Mayor, City Council or City Attorney 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.

City – Shall mean the City of Gahanna.

Classified – Shall comprise all persons in the employ of the City, not specifically included in the unclassified service which is determined by City Charter.

Command Staff – Chief of Police and Deputy Chief of Police.

Compensatory Time – Hours granted in lieu of overtime pay.

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.

Exempt – Employee is exempt from pay for overtime under the Fair Labor Standards Act (FLSA) overtime pay provisions.

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

Full-Time Employment – Active service in a position of employment, which is to be performed on an established five (5), eight (8) hour days per workweek for fifty-two (52) weeks per calendar year.

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.

Job Sharing – An employment option that enables two (2) or more people to share the responsibilities of one (1) full-time position.

Non-exempt – Employees eligible for overtime pay under the Fair Labor Standards Act (FLSA) overtime pay provisions. Paid leave taken by the Employee does not count towards the forty (40) hour active paid status requirement for overtime purposes.

OP&F – Ohio Police and Fire Pension Fund.

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

Part-time Employment – Includes all active service with the City with the exception of the following: elected public officials; seasonal Employees; temporary; intern; intermittent; and, full-time Employees.

Part-time Plus Employment – Part-time Employees who average at least 30 hours per week over the course of a year.

Pay Period – All employees shall be paid on a bi-weekly pay period which begins on Saturday at 12:01 a.m. and ends on Friday at 12:00 midnight. The bi-weekly pay period may be changed by action of City Council or if required by applicable law or regulations. The pay period is defined for payroll administration purposes and it does not define an employee's scheduled workweek.

P.E.R.S. – Public Employees Retirement System.

Position – Any specific office, employment, or job calling for the performance of certain duties, either full-time or part-time, and for the exercise of certain responsibilities by one (1) individual. A position may be either occupied or vacant.

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.

Regular Hourly Rate – Rate of pay for non-exempt Employees.

Seasonal Employees – An individual hired primarily to perform services which, because of climatic conditions or because of the seasonal nature of such service, are for a period of one hundred eighty (180) days or less in a calendar year.

Service Credit – The completion of each one (1) year period of employment.

Supervisory – Employees in the following classifications shall be eligible to participate in benefits outlined in the Supervisory section of this Ordinance:

|   |
|---|
| Building and Heating Inspector <sup>1</sup> |
| Fleet Management Superintendent             |
| Golf Course Supervisor                      |
| Parks & Facilities Superintendent           |
| Planning & Zoning Administrator             |
|   |
| Recreation Superintendent                   |
| Recreation Supervisor                       |
|   |
| Streets and Utilities Superintendent        |
| Utilities Billing Supervisor                |

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.

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

Weekend – The first and second consecutive day of unscheduled work in the Employee's work week.

Work day – For full-time Employees, an eight (8) hour shift during which an Employee is assigned to active duty.

Workweek – Shall consist of seven (7) consecutive calendar days, starting at 12:01 am on Saturday and ending at midnight the following Friday. For full-time Employees, the normal workweek shall be forty (40) hours, based on five (5) consecutive eight (8) hour work days and two (2) consecutive days off.

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<sup>1</sup> Building and Heating Inspector classification is a Classified Supervisor.

## **ARTICLE 2: NON-DISCRIMINATION**

The City shall not discriminate against any Employee on the basis of age, sex, marital status, race, color, sexual orientation, religion, national origin, disability, genetic information, military or veteran status, or political affiliation, or any other legally-protected status.

**Articles 3 through 11 shall apply only to ALL FULL-TIME EMPLOYEES as defined in Article 1 of this Ordinance.**

**ARTICLE 3: SERVICE CREDIT**

The Employee shall receive, in addition to other pay outlined within the Salary Ordinance and/or Salary Administration Policy, an Annual Service Credit payment based on completed years of continuous service according to the following table:

|                     |            |
|---------------------|------------|
| 5 through 9 years   | \$ 700.00  |
| 10 through 14 years | \$ 900.00  |
| 15 through 19 years | \$1,100.00 |
| 20 or more years    | \$1,300.00 |

Payment of annual service credit shall be made in a lump sum 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 continuous active service as a full-time Employee. For the purpose of this Section, completed continuous active service shall include approved military leave.

Command staff who were active as of January 1, 2017, will be eligible for an additional \$100 per years of service level. Any command staff hired after January 1, 2017, will be eligible for the credit as described only in the table above.

**ARTICLE 4: VACATION LEAVE, PERSONAL LEAVE & COMPENSATORY TIME**

**Section 1. Vacation Year**

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

**Section 2. Conditions for Vacation Accrual**

Each full-time Employee in paid status shall accrue vacation by pay period at the annual rate of workdays based on years of completed full-time service as an Employee of the City of Gahanna, or other verifiable full-time employment covered by an Ohio public employment retirement system as established in the schedules contained in Section 4 of this Article. However, any Employee who has retired under a state retirement plan shall not have prior service counted for the purpose of computing vacation leave. To encourage Employees to work in public service, the Appointing Authority may grant credit for comparable service up to a maximum of eight (8) years.

**Section 3. Computing Years of Completed Service for Vacation**

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 public service covered by an Ohio public employment retirement system, 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 for Vacation**

Full-time Employees shall accrue vacation as follows:

| <b>Years of Service</b>           | <b>Paid Vacation Hours</b> | <b>Paid Vacation Days per Year</b> |
|-----------------------------------|----------------------------|------------------------------------|
| Date hired, but fewer than 4 yrs. | 104 hours                  | 13 days                            |
| 4 yrs., but fewer than 8 yrs.     | 136 hours                  | 17 days                            |
| 8 yrs., but fewer than 12 yrs.    | 152 hours                  | 19 days                            |
| 12 yrs., but fewer than 16 yrs.   | 176 hours                  | 22 days                            |
| 16 yrs., but fewer than 20 yrs.   | 192 hours                  | 24 days                            |
| 20 yrs. or more                   | 200 hours                  | 25 days                            |

**Section 5. Vacation Usage**

The Employee may use vacation leave in half-hour (30 minutes) increments, upon approval of the Department Head:

- a. All vacation leaves shall be taken at such time or times at the discretion of, and as approved by, the Department Head.
- b. Vacation leave taken by non-exempt Employees does not count towards hours in active paid status for the purpose of overtime.
- c. 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.
- d. 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.



- e. An Employee who changes from full-time status to part-time status, or participates in a job sharing situation, and who has unused vacation to their credit, shall be paid in a lump sum for such unused vacation leave.

**Section 6. Vacation Carry-Over**

The Employee may carry into the following year a maximum **300** hours.

**Section 7. Personal Leave Time**

- a. Employees shall be awarded sixteen (16) hours personal time per year which is available to use on January 1. Personal time is earned at the rate of .615 hours per pay, and shall be prorated for employment of less than one (1) year. Sixteen (16) hours of personal time can be taken anytime during the calendar year from January 1 to December 31, and shall be taken in thirty (30) minute increments.
- b. Upon separation, if more time is taken than earned, the difference will be deducted from the Employee's final paycheck. Personal leave is not subject to payout upon separation.
- c. Employees designated as Supervisory under this ordinance are eligible for additional personal leave as designated in Article 15.

**Section 8. Compensatory Time and Flex Time**

- a. Any non-exempt Employee has the right to request compensatory time in lieu of overtime pay. When elected, compensatory time shall be earned at the same rate as that specified for overtime payment.
- b. Compensatory time may accumulate to a maximum of one hundred fifty (150) hours. Any compensatory time greater than one hundred fifty (150) hours shall be converted and paid to the Employee. Payroll will maintain the non-exempt Employees' compensatory time balances, and the balances will be available in electronic format.
- c. Flex time may be required by authority of the Department Head of non-exempt Employees within a workweek; therefore, the Department Head has the authority to adjust weekly schedules.
- d. Flex time may be granted by authority of the Department Head to exempt Employees within a bi-weekly pay period.

**Section 9. Vacation, Personal & Compensatory Leave Payouts**

- a. At the end of each vacation year, an 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 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 of this Article. Failure to secure prior approval shall result in forfeiture of hours in excess of **three hundred (300)**. The Director of Finance must be notified no later than November 1.

- b. Due to the COVID-19 pandemic, employees in the following classifications, Department Director, Chief of Police, Deputy Chief of Police, and City Planner & Zoning Administrator with vacation hours in excess of 300 on December 31, 2020 will carry-over the excess hours for a period of two (2) years. The amount of hours carried over from 2020 will be forfeited if not used by December 31, 2022. These hours are not subject to pay out under part (c).**
- c. An Employee in full-time status who is to be separated from the City service through removal, resignation, retirement, or layoff, and who has unused vacation, and/or compensatory leave to their credit, shall be paid in a lump sum for such unused leave.
- d. If an Employee dies while in paid status in the City service, any unused vacation, personal or compensatory leave to their 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.
- e. 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 period following the move to the exempt position.
- f. A non-exempt Employee who changes from full-time status to part-time status or participates in a job sharing situation, and who has accrued unused vacation, and/or compensatory leave, shall be paid in a lump sum for such unused leave.

**ARTICLE 5: LEGAL HOLIDAYS**

**Section 1. Holiday Schedule**

The following are designated as paid holidays. Prior to the beginning of each calendar year, the City will publish a schedule of dates for observance of the designated holidays.

| <b>Holiday</b>         | <b>Date Observed</b>                 |
|------------------------|--------------------------------------|
| New Year’s Day         | January 1                            |
| Martin Luther King Day | 3 <sup>rd</sup> Monday in January    |
| Memorial Day           | Last Monday in May                   |
| Independence Day       | July 4                               |
| Labor Day              | 1 <sup>st</sup> Monday in September  |
| Veterans Day           | November 11                          |
| Thanksgiving Day       | 4 <sup>th</sup> Thursday in November |
| Day after Thanksgiving | 4 <sup>th</sup> Friday in November   |

|               |             |
|---------------|-------------|
| Christmas Eve | December 24 |
| Christmas Day | December 25 |

*And any other holidays proclaimed by the Mayor.*

**Section 2. Holiday Observances**

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

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

**Section 3. Compensation for Work on a Holiday**

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

**ARTICLE 6: INSURANCE**

**Section 1. Medical and Prescription Insurance**

- a. The City shall provide comprehensive hospitalization, surgical, major medical, additional physicians' services, and prescription coverage, with the Employee paying fifteen percent (15%) of the premium costs through bi-monthly payroll deductions.
- b. Employees who meet the participation requirements of the Wellness Program will be eligible for a reduced premium based upon their participation and successful completion of all requirements. The wellness premium incentive can reduce the Employee's premium to six percent (6%) depending on requirements met. The City will offer a lower cost traditional plan alternative. Employees who enroll in this option will receive a 50% discount off their premium rates.
- c. Details regarding the plans may be obtained through the Human Resources Department and on the City's intranet, in addition to the Summary Plan Description.
- d. Upon separation from the City, medical and prescription insurance coverage will terminate on the last day of the month in which the separation occurs.

**Section 2. Dental and Vision Insurance**

- a. The City shall provide a fully-paid dental and vision insurance plan.

- b. Upon separation from the City, vision and dental insurance coverage will terminate on the last day of the month in which the separation occurs.

**Section 3. Life Insurance**

- a. The City shall provide fully-paid life and accidental death and dismemberment (AD&D) insurance for the Employee in an amount of fifty thousand dollars (\$50,000) or two (2) times the Employee's annual salary, whichever is greater. Said amount will be within the life and accidental death and dismemberment insurance policy defined limits.
- b. Upon separation from the City, life insurance coverage will terminate on the day the separation occurs.

**Section 4. Eligibility**

Full-time Employees are eligible for the medical and prescription, dental, vision, and life and AD&D benefits on the first day of the month following date of hire or transfer to a full-time position.

**Section 5. Employee Assistance Program**

- a. Full-time Employees and members of their household, are eligible for the Employee Assistance Program on the first day of the month following date of hire.
- b. Upon separation from the City, EAP benefits will terminate on the day the separation occurs.

**Section 6. Cash Payment for Waiving Insurance**

Any Full-Time 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 payments are subject to all applicable payroll taxes and deductions. The amount will be prorated for the time that an Employee is eligible for coverage and waives such coverage.

**ARTICLE 7: SICK AND INJURY LEAVE**

**Section 1. Sick Leave Accumulation**

Each Employee shall be entitled to sick leave with pay as established in Section 2 of this Article. Unused sick leave shall be cumulative without limit.

Employees shall earn sick leave, with pay, according to the schedule set forth in Section 2 of this Article, for each completed year of continuous full-time service at the City of Gahanna 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.

Beginning July 1, 2020, sick leave accumulated during former employment with another public agency, as defined in Ohio Revised Code 124.38, may be credited to the employee upon hire with the City provided the employment takes place within ten (10) years of the former termination date. The transferred sick leave shall be maintained in a separate sick leave bank and is subject to usage under Article 7. Transferred sick leave will only be used after all earned City of Gahanna sick leave is exhausted. The transferred hours maintained in the separate sick leave bank are not eligible for payment upon separation from the City.

**Section 2. Sick Leave Accumulation Schedule**

Employees shall accumulate sick leave at the following rates:

| <b>Years of Service</b>    | <b>Sick Leave Hours Per Year</b> |
|----------------------------|----------------------------------|
| Date of hire up to 6 years | 120 hours                        |
| 6 years up to 11 years     | 128 hours                        |
| 11 years up to 15 years    | 136 hours                        |
| 15 years or more           | 144 hours                        |

**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 in half-hour (30 minutes) increments, upon approval of the Department Head, for the following reasons:

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

**Section 4. Additional Considerations**

- a. For the purpose of interpreting this section, pregnancy shall be considered to be a sickness entitled to the same benefits as other forms of sick leave, except when a pregnant Employee resigns, she shall be paid for accumulated sick leave in the same manner as other Employees, as provided in Section 1 of this Article.
- b. A doctor's certificate may be required by the Department Head for any absence permitted by this Article of the Ordinance.
- c. Sick leave may, at the discretion of the Employee, be charged to vacation leave.
- d. Any period to be charged to sick leave shall be actual time used.
- e. Sick leave taken by non-exempt Employees does not count towards hours in active paid status for the purposes of overtime.

**Section 5. Sick Leave Conversion at Retirement or Resignation**

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

Upon retirement, to include disability retirement, or a layoff, a full-time Employee shall receive payment based on the Employee's rate of pay for sixty percent (60%) of their accumulated sick leave, up to a maximum of twelve hundred (1,200) sick leave hours. After twelve hundred (1,200) hours, payment shall be at twenty-five percent (25%) of accumulated sick leave.

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

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

**Section 6. On the Job Injury Reporting and Leave**

- a. Reporting an On the Job Injury or Illness. An Employee must report each on the job injury or illness within twenty-four (24) hours, provided that the Employee is not incapacitated from making such a report. The report should be made to the Employee's immediate supervisor and would include completing and submitting paperwork in the "Injury/Illness Reporting Kit," which is available at each job location and also in the Human Resources department. If the injury or illness results in medical treatment and/or lost work time, the Employee is required to file a workers' compensation claim which would be reviewed for approval.
- b. Eligibility for On the Job Injury Leave. When it is determined by the Human Resources Director that the injury was sustained by the Employee while in the performance of the Employee's duties and prevents the Employee from working their regular duties, the Employee shall be placed on injury leave. Should the Employee be approved for injury leave, but workers' compensation coverage is later denied, any past injury leave pay will be allocated to the Employee's available leave balances, consistent with City policy, or reimbursed by the Employee to the City if the Employee's leave balances are not adequate to cover the approved injury leave.
- c. Using On the Job Injury Leave. If an Employee does have lost work time related to an on the job injury, the Employee may be eligible to receive injury leave with full pay. If approved, the injured Employee would be eligible for injury leave pay for a period not to exceed nine (9) months (one thousand four hundred forty (1,440) work hours) for each on the job injury. Use of injury leave pay would run concurrent with FMLA leave and is approved based upon the Employee's ability to work, as managed through the workers' compensation claim. An Employee on injury leave shall not accrue sick leave or vacation time. If the Employee is still unable to return to work after injury leave pay is exhausted, the Employee may file for Temporary Total Disability (TTD) benefits. Injury leave pay will terminate once an Employee is deemed by a physician to have reached Maximum Medical Improvement (MMI), if a physician deems the Employee able to return to full duty or injury leave pay has been exhausted.

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

- d. Restricted Duty. If an Employee on injury leave is approved for restricted duty by a physician, the City may place the Employee in a restricted duty assignment if there is available work consistent with the Employee's medical restrictions. Restricted duty assignments will not extend beyond ninety (90) calendar days unless an extension is

granted by the City. If the Employee is unable to return to full duty after ninety (90) calendar days or any granted extension, the Employee will return to leave status. If an Employee is offered a restricted duty assignment and chooses not to take it, he or she will not be eligible for injury leave pay.

### **Section 7. Special Major Medical Leave**

“Major Medical,” for purposes of this Section, shall be defined as any debilitating, non-duty related physical 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 paid leave. 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 full-time Employees, after five (5) years of full-time employment with the City, shall be entitled to eighteen (18) months of special major medical leave at full pay, with an additional six (6) months at three-quarters ( $\frac{3}{4}$ ) of full pay. Previous full time service that qualified for P.E.R.S. will be considered in the initial five (5) year requirement. This leave will be granted one (1) time only in any five (5) year period.

### **Section 8. Donated Leave**

The following voluntary leave donation program is established:

- a. An Employee may donate paid sick leave to a fellow Employee in order to assist an Employee in critical need of leave due to an extended serious illness or injury of the Employee, or if the Employee is needed to care for the Employee's spouse and/or the Employee's immediate family member due to an extended serious illness or injury.
- b. A critical need of leave due to an extended serious illness or injury for purposes of this program is a leave that requires absence from work of more than fifteen (15) consecutive work days and that, in the case of the Employee's own illness or injury, renders the Employee unable to perform his or her job duties.
- c. An Employee may donate leave earned from the City as follows:
  - (1) The first sixteen (16) hours donated shall be vacation leave. If the donor does not have accrued vacation time, this requirement will be waived or reduced. Thereafter, sick leave can be donated;
  - (2) The donor voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned since the leave is donated on an as needed basis;
  - (3) The donor donates a minimum of four (4) leave hours at each time;
  - (4) The donor retains a combined leave balance of at least two hundred and forty (240) hours of leave from the City after deduction of donated hours; and
  - (5) The donor does not donate more than eighty (80) hours of leave in one calendar year.



- d. For an Employee to receive donated leave at his or her regular rate of pay, up to the number of hours the Employee is scheduled to work each pay period, the following conditions apply:
- (1) Has an extended serious illness or injury, as previously defined, or has a spouse or immediate family member with an extended serious illness or injury, as previously defined, and provides written documentation from his or her health care provider certifying the serious illness or injury;
  - (2) Has no sick leave, Injury and/or compensatory leave balances and has exhausted all vacation leave;
  - (3) Has no active disciplinary record regarding sick leave abuse;
  - (4) Has applied for any paid leave and/or workers' compensation benefits program for which the Employee is eligible, provided that an Employee who has applied for these programs may use donated leave to satisfy the waiting period for such benefits;
  - (5) After the waiting period for the workers' compensation program has expired, donated leave may be used to supplement up to forty percent (40%) of the Employee's regular bi-weekly pay. The Employee may not receive more than he or she would have received in a regular pay period from workers' compensation benefits and leave donation, less applicable deductions. If the Employee is not eligible to receive workers' compensation benefits, the Employee may not receive more than he or she would have earned in a regular pay period from leave donations, less applicable deductions. No reimbursement for any overtime that the Employee may otherwise have earned is to be made to the Employee;
- e. An Employee who wishes receive leave donations or donate leave must agree to the above conditions and complete a City Donor Application Form. This form shall be available from the Human Resources Department.
- f. Provided the donating Employee and the intended recipient meet all of the requirements outlined in this section, the Director of Human Resources shall approve up to 320 hours of leave donated under this program. Thereafter, any donation made to the Employee may be approved or denied by the Director of Human Resources on a case-by-case basis. No Employee may be forced or coerced into donating sick leave for a fellow Employee;
- g. The donation of sick leave under this program shall occur on a strictly volunteer basis. With the permission of the Employee who is in need of leave, the Human Resources Director may inform Employees of an Employee's need for leave.
- h. Employees are prohibited from offering or receiving payments, remuneration or compensation of any kind, directly or indirectly, to another Employee as an inducement for donating leave.
- i. Receipt of privately paid insurance will not adversely impact rights under this article.
- j. The leave donation program shall be administered on a pay-by-pay period basis. Employees using donated leave shall be considered on active pay status, and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled.
- k. Leave accrued by an Employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received.

- l. Donated leave shall not count towards completion of an Employee's initial probation period, if received during his or her initial probationary period.
- m. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit at any time, including at the end of employment.
- n. Eligibility to receive donated leave shall cease upon any of the following occurrences:
  - (1) Certification from the Employee's health care provider that the extended serious health condition which necessitated the leave donation is no longer applicable;
  - (2) An Employee's application for service or disability retirement is approved;
  - (3) Death of the Employee or of the affected family Employee; or
  - (4) Exhaustion of all available donated leave.

## **ARTICLE 8: SPECIAL LEAVES**

### **Section 1. Military Leave**

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

When an Employee returns from military leave, they shall be restored to a position in their former range rank at the pay range which corresponds to the pay range received at the time of departure. They shall be granted increases entitled as if they had not entered military service.

### **Section 2. Jury Duty Leave**

City Employees, while performing jury duty in any court of record, shall be paid their regular daily rate of pay during the period of time served. Time so served shall be deemed active and continuous service with the City of Gahanna for all personnel purposes. Payment received for serving may be kept by the Employee to assist in paying incidental costs of serving.

### **Section 3. Examination Leave**

Employees will be afforded time off with pay to participate in City-sponsored Civil Service exams. Employees shall also be allowed time off with pay to take a required examination pertinent to their City employment.

### **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 charged to any applicable leave.

**Section 5. Funeral Leave**

The Employee shall be entitled to funeral leave for a death in the immediate family (see Article 1 for definition of immediate family). 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 rate of pay for funeral leave for a death in the immediate family, for extreme circumstances, with written approval of the Department Head.

**Section 6. Absence Without Leave**

An Employee who is absent without proper notice for a period of three (3) consecutive work days is considered to have resigned, although such resignation may be rescinded, at the discretion of the Department Head, within 30 calendar days of the date the Employee became absent.

**Section 7. Unpaid Leave**

Any full-time Employee may request unpaid leave where personal circumstances necessitate this request. and it would not create undue hardship on the operations of the City should this request be granted. The request shall be submitted to the Director of Human Resources. Employees will not accrue sick and vacation time during this period.

**Section 8. Absence Without Pay**

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

**ARTICLE 9: PROFESSIONAL DEVELOPMENT REIMBURSEMENT**

**Section 1. Tuition Reimbursement Program**

- a. The Employee shall be eligible for a reimbursement of tuition for job-related courses of instruction taken toward a degree at an accredited college or university voluntarily undertaken by the Employee. Tuition reimbursement shall be subject to a maximum limit of five thousand dollars (\$5,000) for Bachelor Degrees and seven thousand dollars (\$7,000) for Master Degrees, or a combination not to exceed seven thousand dollars (\$7,000) annually, per Employee, per calendar year.
- b. For classes that expand over the course of more than one (1) 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.
- c. Employees are not eligible for this benefit while in a probationary period.

**Section 2. Non-Degree Coursework/Certification Reimbursement**

- a. Those Employees not seeking a degree but requesting to take college level classes related to the essential duties of their position or to obtain a position-related professional certification or recertification may request reimbursement up to two thousand five hundred dollars (\$2,500) annually.
- b. If seeking a professional certification that is not a requirement for the position as outlined in the job description, the total amount of two thousand five hundred dollars (\$2,500) may be applied to the course work and examination fees based upon available funding. 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.
- c. Reimbursement for continuing education courses to meet certification or recertification requirements is based upon available funding.

**Section 3. Approval for Reimbursement.**

- a. The Employee must submit the grade and appropriate documentation displaying the cost of the course within 45 days of the course completion.
- b. Any financial assistance from any governmental or private agency(ies) available to an Employee, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the Employee is eligible for under this Section. When the Employee's tuition is fully covered by another governmental or private agency, the Employee is not entitled to reimbursement from the City.
- c. Applications for approval of institutions must be made to the Director of Human Resources not less than thirty (30) days prior to enrollment.
- d. No reimbursement shall be granted for books, supplies, transportation, or any other expense related to any course.
- e. Reimbursement for tuition shall be made 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. 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 institution.
- g. Should the Employee resign from the City, and said Employee has been reimbursed by the City or the City has paid the educational institution on the Employee's behalf, the City shall be repaid all monies expended for tuition reimbursement as detailed on the Professional Reimbursement Agreement.

**Section 4: Scheduling Courses**

- a. All courses must be taken during non-working hours. Scheduled hours of instruction shall be filed with the Department Head (or their 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.
- b. 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, which may be obtained in the Human Resources Department or on the City's Intranet.
- c. Any situation, in the discretion of the appointing authority, which would require the Employee's presence on the job, shall take complete and final precedence over any times scheduled for courses.

**ARTICLE 10: MISCELLANEOUS ECONOMIC**

**Section 1. Employee Wellness Incentive Program**

Each full-time Employee covered by this ordinance will be allocated an annual four hundred dollars (\$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 shall exceed the annual four hundred dollars (\$400) allotment. Details are on file in the Human Resources Department.

The City's wellness vendor will make any decision required regarding reimbursement eligibility, and Employees may appeal the decision to the Director of Human Resources. The Director of Human Resources, or their designee, shall make the final decision.

This four hundred dollars (\$400) allotment is only reimbursable to an Employee in active status with the City of Gahanna. The ending date of the service, program, exam, etc., that the Employee is participating in or has received MUST fall on or before the last date of active paid 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 of each year the program remains in effect. All reimbursements and payments are subject to applicable federal, state, and local taxes.

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

**Section 2. Safety Equipment**

Employees are required to use protective footwear when working in areas where there is a danger of foot injuries due to falling or rolling objects, objects piercing the sole, or when the use of protective footwear will protect the affected Employee from an electrical hazard, such as a static-discharge or electric-shock hazard, that remains even after taking other necessary precautions. Employees performing such tasks as a City Employee shall be eligible to receive up to one hundred dollars (\$100) every twelve (12) months for the purchase of protective footwear. The footwear purchased shall meet the Occupational Safety and Health Administration's criteria for protective footwear.

If an Employee leaves their position for any reason within the first six (6) months of employment, they will be required to repay the City the full amount of this expense. Thereafter, if an Employee leaves the City within sixty (60) days of issuance, they will be required to repay the City fifty percent (50%) of the amount of this expense. Such expenses will be deducted from the Employee's final paycheck. Equipment is to be worn only when working for the City. Such purchases should be preapproved by management and Human Resources, or the Employee will incur the cost.

## **ARTICLE 11: JOB SHARING**

Full-time positions, as defined in the Salary Ordinance for the Personnel of the City of Gahanna, Article 2: Pay Ranges, Table 2, may be considered for job sharing. In the event Employees are interested in job sharing, they are to contact their immediate supervisor. Approval must be obtained from their Department Head, the Director of Human Resources, and the Appointing Authority, and will be considered on a case-by-case basis depending upon the position, the needs of the City, Departmental structure, etc. At any time that the job sharing is considered to be ineffective or a hardship on the City, the City reserves the right to terminate it. If the City elects to terminate the job share, the Employee who held the initial position will have the choice to return to full-time status if the full-time position is available and fully-funded.

While participating in a job sharing situation, Employees shall not be eligible for any full time Employee benefits as defined in this ordinance.

**Articles 12 through 13 shall apply only to COMMAND STAFF as defined in Article 1 of this Ordinance.**

**ARTICLE 12: UNIFORMS, EQUIPMENT, AND ALLOWANCES**

**Section 1. Uniform Parts or Equipment**

Command staff shall be issued uniform parts and equipment consistent with that supplied to Police Officers in the current Police bargaining unit agreement.

Command staff 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 Employee.

**Section 2. Damaged Personal Property**

Command staff 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 Employee. The following rules will apply:

\$250.00 maximum per personal item damaged (excluding personal weapon)

\$400.00 maximum per incident

Total actual cost of repair or replacement of personal weapon.

An Accident/Injury Report will accompany all requests for reimbursements with written approval by the Director of Public Safety.

**ARTICLE 13: PHYSICAL FITNESS INCENTIVE**

As leaders of the Police Department, command staff are encouraged to achieve and maintain the level of physical fitness Police Officers are also encouraged to achieve and maintain.

Command staff shall be eligible to qualify for a lump-sum, non-wage rate payment, payable in the first paid 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 command staff Employee, 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), the Employee shall receive, for that year, lump-sum payment of six hundred dollars (\$600).
- b. If the command staff Employee meets the guidelines after either or both of these dates, the Employee shall receive the appropriate payment in the first pay period after the Employee meets the guidelines.

**Article 14 through 15 shall apply to SUPERVISORY Employees as defined in Article I of this Ordinance.**

## **ARTICLE 14: 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 paycheck.

## **ARTICLE 15: PERSONAL TIME**

Personal time is given in recognition of the operational need for the Employee to work beyond a standard work week and be required to be on call twenty-four (24) hours a day. To the extent possible, the Employee shall be available when needed. Personal time is not cumulative from year to year.

The City shall award forty (40) hours personal time per year which is available to use on January 1. Personal time is earned at the rate of 1.53 hours per pay, and shall be prorated for employment of less than one (1) year. Forty (40) hours personal time can be taken anytime during the calendar year from January 1 to December 31, and shall be taken in one (1) hour increments.

If more time is taken than earned, the difference will be deducted from the Employee's final paycheck.



Articles 16 through 20 shall apply only to PART-TIME and PART-TIME PLUS EMPLOYEES

**ARTICLE 16: PTO AND HOLIDAYS**

**Section 1. Paid Time Off (PTO)**

Part-time Employees (excluding intermittent, variable and seasonal employees) will be eligible to receive paid time off per year:

| <b>Continuous Service Time</b> | <b>Paid Time Off</b> |
|--------------------------------|----------------------|
| First 6 months                 | 7 hours              |
| 1 year                         | 24 hours             |
| 2 years                        | 35 hours             |

- a. Employees may utilize this time off for sick , vacation , and personals, and will be subject to departmental attendance policies. PTO must be used fifteen (15) minute increments only. Sick time used should not demonstrate a pattern of abuse.
- b. Employees will receive these paid time off days when they receive their first paycheck after the time of service as defined above. Employees will only be given paid time off equivalent to what they are typically scheduled to work in a day during the current calendar year.
- c. Employees who are hired for full-time positions and who start such full-time employment without any break in City service may convert to cash any paid time off that is unused. The payment of this unused paid time off shall be at the final part-time hourly rate.
- d. Employees may schedule their paid time off on a regularly scheduled workday or an unpaid holiday when the city is closed for business if they choose.
- e. Employees may carry over a maximum of thirty (30) hours from year to year. The year is defined as anniversary date.
- f. Unused PTO cannot get converted to cash payment.

**Section 2. PTO Earned for Holiday Work**

- a. Employees may be required to work holidays by their supervisor or Department Head, in addition to evenings and weekends at their regular rate of pay. Employees who are required to work the designated holidays below will be granted PTO hours equal to the hours worked on the holiday in addition to receiving their regular rate of pay for hours worked.

**Section 3. Holiday Schedule**

| <b>Holiday</b>   | <b>Date Observed</b>      |
|------------------|---------------------------|
| New Year's Day   | January 1 <sup>st</sup>   |
| Memorial Day     | Last Monday in May        |
| Independence Day | July 4 <sup>th</sup>      |
| Labor Day        | 1st Monday in September   |
| Thanksgiving Day | 4th Thursday in November  |
| Christmas Day    | December 25 <sup>th</sup> |

**ARTICLE 17: INSURANCE**

**Section 1. Medical and Prescription Insurance**

- a. The City shall provide a medical and prescription drug coverage plan to eligible part-time plus Employees that meet federal healthcare requirements. Those part-time Employees who work an average of thirty (30) or more hours per week, but less than forty (40) hours, will be eligible to elect coverage under this plan.
- b. Any part-time Employees working less than an average of thirty (30) hours a week are not eligible for this medical and prescription plan.
- c. Employees will be responsible for fifteen percent (15%) of the monthly cost of the Employee only plan. If an Employee elects coverage other than Employee only coverage, the Employee will be responsible for paying any additional cost of the monthly premium.
- d. Details regarding the plan may be obtained through the Human Resources Department and on the City's intranet, in addition to the Summary Plan Description.

**Section 2. Dental and Vision Insurance**

Part-time Employees shall not be eligible for the City's dental and vision programs. Persons working forty (40) hour or more per week, but in a position which is intended to continue for only a portion of a calendar year, shall not be considered full-time Employees and shall not be eligible for dental and vision programs.

**Section 3. Life Insurance**

Active status, part-time Employees who are scheduled to work twenty (20) or more hours per week on a consistent, year-round basis will be eligible for life and accidental death and dismemberment insurance. The City shall provide full-paid life and AD&D insurance in the amount of ten thousand dollars (\$10,000) for eligible Employees, subject to any limitations as described in the policy.

Covered Employees will be eligible to participate on the first day of the month following their date of hire or the first of the month following transfer to a covered part-time status.

**Section 4. Employee Assistance Program**

- a. Part-time Employees and members of their household (excluding intermittent, variable and seasonal employees), are eligible for the Employee Assistance Program on the first day of the month following date of hire.
- b. Upon separation from the City, EAP benefits will terminate on the day the separation occurs

**ARTICLE 18: SPECIAL LEAVE**

**Section 1. Absence Without Leave**

A part-time Employee who is absent without proper notification for a period of three (3) consecutive work days is considered to have resigned.

**Section 2. Unpaid Leave**

Any part-time Employee shall be entitled to up to ten (10) days unpaid leave annually where personal circumstances necessitate this request and it would not create undue hardship on the operations of the City should this request be granted. Requests shall be made to the Department of Human Resources.

**Section 3. Military Leave**

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

When an Employee returns from military leave, the Employee shall be restored to a position in the Employee's former range rank at the pay range which corresponds to the pay range received at the time of departure. The Employee shall be granted increases entitled as if the Employee had not entered military service.

**ARTICLE 19: OTHER LEAVE**

Seasonal, Intermittent, Temporary, and Intern Employees are not eligible for leaves under this article.

**Section 1. Funeral Leave**

Part-time Employees (excluding intermittent, variable and seasonal employees) shall be entitled to funeral leave for a death in the immediate family (see Article 1 for definition of immediate family). The Employee shall be entitled to three (3) consecutive work days at the Employee's regular rate of

pay for funeral leave for a death in the immediate family and may be granted two (2) additional work days with pay at the Employee's regular rate of pay for funeral leave for a death in the immediate family, for extreme circumstances, with written approval of the Department Head. Employees will only receive funeral leave pay for those hours they would have normally been scheduled to work.

**Section 2. Jury Duty Leave**

Regular part-time Employees working an average of twenty (20) hours a week or more, while performing jury duty in any court of record, shall be paid for those hours they would have normally been scheduled to work on such days. Time so served shall be deemed active and continuous service with the City of Gahanna for all personnel purposes.

**ARTICLE 20: SAFETY EQUIPMENT**

Employees are required to use protective footwear when working in areas where there is a danger of foot injuries due to falling or rolling objects, objects piercing the sole, or when the use of protective footwear will protect the affected Employee from an electrical hazard, such as a static-discharge or electric-shock hazard, that remains even after taking other necessary precautions. Employees performing such tasks as a City Employee shall be eligible to receive up to one hundred dollars (\$100) every twelve (12) months for the purchase of protective footwear. The footwear purchased shall meet the Occupational Safety and Health Administration's (OSHA) criteria for protective footwear.

If an Employee leaves their position for any reason within the first six (6) months of employment, they will be required to repay the City the full amount of this expense. Thereafter, if an Employee leaves the City within sixty (60) days of issuance, they will be required to repay the City fifty percent (50%) of the amount of this expense. Such expenses will be deducted from the Employee's final paycheck. Equipment is to be worn only when working for the City. Such purchases should be preapproved by management and Human Resources, or the Employee will incur the cost.