

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

**Gahanna**

**January 1, ~~2011~~2012**  
**through December 31,**  
**~~2011~~2012**

**EXHIBIT A**

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

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

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

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

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

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

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

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

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

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

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

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

**Section 7.** At the request of the City or the Chief, interviews, or portions thereof, with the Chief conducted during the course of an inquiry shall be taped (audio). The Chief and his attorney will be afforded the opportunity, upon written request, to listen to and make personal

## ARTICLE III: WAGES AND SERVICE CREDIT

### Section 1. Wages.

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

CLASS CODE				DEPT	FLSA	ED	EXP	LIC	REPORTS TO	GRD
EEO	ORG	GRP	CLASS TITLE							
2	2	ne	Deputy Chief of Police	Police	E	3	7	DC	Chief Police	40
1	1	tm	Chief of Police	Police	E	3	10	DC	Dir Pub Sfty	43

### LEGEND

#### EEO

#### Codes

1 =	Officials and Administrators
2 =	Professionals
3 =	Technicians
	Protective Service
4 =	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

#### Education Codes

1 =	High School
2 =	Associates Degree or advanced training
3 =	Bachelor Degree

#### Org Codes

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

#### 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

The following chart represents the 2011-2012 salary range corresponding to the above class allocation codes for each full time position:

Open Range Plan—2011-2012 Implementation					Range Width
Grade	90%	95%	MKT/MIDPT	125%	
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%

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 six months ~~one hundred eighty calendar days~~ from date of hire or promotion. Employees shall receive the applicable increase upon completion of this probationary period.

No salary increase can exceed the top of the range.

## **ARTICLE IV: RATES FOLLOWING CERTAIN PERSONNEL ACTIONS**

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

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

## **ARTICLE V: UNIFORMS, EQUIPMENT AND ALLOWANCES**

Section 1. Damaged Uniform Parts or Equipment. The Chief shall be allowed to turn in uniform parts or equipment which are damaged in the line of duty and these items will be replaced by the City at no cost to the Chief.

Section 2. Damaged Personal Property. The Chief shall be allowed to turn in personal property which is damaged in the line of duty and these items will be repaired or replaced by the City at no cost to the Chief. The following rules will apply: \$250.00 maximum per personal item damaged (excluding personal weapon); \$400.00 maximum per incident; and total actual cost of repair or replacement of personal weapon. An A/I Report will accompany all requests for reimbursements with written approval by the Director of Public Safety.

## **ARTICLE VI: VACATION LEAVE**

Section 1. Vacation Year. The vacation year for all employees other than full-time elected officials shall end at midnight on December 31 of each year.

Section 2. Conditions for Accrual. The Chief in paid status shall accrue vacation by pay period at the annual rate of workdays based on years of completed service as a full-time employee of the City of Gahanna, or other full-time employment covered by P.E.R.S. or OP&F, as established in the schedules contained in Section 3 of this Article. However, any Chief who has retired under a state retirement plan must have service start as of latest date hired or rehired. To induce employees to work in public service, the Mayor may grant credit for comparable service up to a maximum of eight (8) years. In computing years of completed service, the

## ARTICLE VII: HOLIDAYS

### Section 1. Paid Holidays.

The following are designated as paid holidays.

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

Holiday	When	Observed in 2012
New Year's Day	January 1st	Monday, January 2nd
Martin Luther King Day	3rd Monday in January	Monday, January 16th
Presidents' Day	3rd Monday in February	Monday, February 20th
Memorial Day	Last Monday in May	Monday, May 28th
Independence Day	July 4th	Wednesday, July 4th
Labor Day	1st Monday in September	Monday, September 3rd
Columbus Day	2nd Monday in October	Monday, October 8th
Veterans' Day	November 11th	Monday, November 12th
Thanksgiving Day	4th Thursday in November	Thursday, November 22nd
Day After Thanksgiving	4th Friday in November	Friday, November 23rd
Christmas Eve	December 24th	Monday, December 24th
Christmas Day	December 25th	Tuesday, December 25th

## ARTICLE VIII: INSURANCE

### Section 1. Medical Insurance.

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

EFFECTIVE DATE	NETWORK PLAN	
	Single	Family
01/01/14	15%*	15%*

Section 2. Sick Leave Accumulation Schedule. The Chief shall accumulate sick leave at the following rates for full-time service with the City:

<u>Years of Service</u>	<u>Sick Leave Hours Per Year</u>
Date of hire up to 6 years	120 hours per year
6 up to 11 years	128 hours per year
11 up to 15 years	136 hours per year
16 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 Chief may use sick leave, upon approval of the Director of Public Safety, for the following reasons:

- A. Sickness.
- B. Injury, except where injury leave may apply.
- C. Medical, dental or optical consultation or treatment, providing the person rendering such treatment is licensed to practice his profession by the State of Ohio.
- D. Sickness of a member of the Chief's immediate family, whether or not the member is living in the Chief's household.
- E. For the purpose of interpreting this section of the Ordinance, pregnancy shall be considered to be sickness entitled to the same benefits as any other form of such leave.
- F. If the Chief is absent without leave for a period of three (3) work days, he is considered to have resigned; however, such resignation may be rescinded, at the discretion of the Director of Public Safety, within thirty (30) calendar days of the date the Chief became absent.
- G. A doctor's certificate may be required by the Director of Public Safety for any absence permitted by this section of the Ordinance, and shall be required for all absences of more than five (5) work days.
- H. Any period to be charged to sick leave shall be actual time used.
- I. No sick leave with pay shall be accredited or allowed except that accredited for service as a Chief of the City of Gahanna Police Department.

Section 4. Cash Payment for Sick Leave Credit.

The Chief shall receive payment, based on the employee's rate of pay for 60% of the accumulated sick leave, up to a maximum of one thousand two hundred (1,200) sick leave hours, but not less than that accumulated as of December 31, 1990. After one thousand two hundred (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 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.

4. Where service in the Armed Forces results from enlistment, leave shall be granted for not more than one (1) voluntary enlistment.
- C. **Return From Military Leave.** Whenever the Chief returns from military leave, and it is determined that his physical and mental condition has not been impaired to the extent of rendering him incompetent to perform the duties, he shall be restored in his former position and shall be granted any increases to which he would have been entitled had he not entered military service.

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

## **ARTICLE XI: TUITION REIMBURSEMENT**

**Section 1. Reimbursement Program.** The Chief shall be eligible for a reimbursement of tuition of job related courses of instruction at an accredited college or university voluntarily undertaken by him. Tuition reimbursement shall be subject to a maximum limit of \$5,000 for Bachelor Degrees and \$7,000 for Master Degrees, per employee, per calendar year. Employees enrolled in a reimbursable degree program as of November 1, 2007 will not be subject to the \$5,000 and \$7,000 limit up until completion of that degree for courses taken in connection with that degree. This reimbursement amount is calculated based upon the dates checks are issued to the Chief from the City. The Chief must submit the grade and appropriate documentation displaying the cost of the course within 60 days of the course completion. Job related advanced training given by recognized organizations and educational facilities shall be included to assist the Chief in professional development. These courses may be taken towards a degree or degrees. This advanced training is not subject to the maximum limits.

- A. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Director of Public Safety and with the Department of Human Resources along with a detailed listing of costs that will be incurred and are expected by the employee to be reimbursed. All scheduled times of courses and reimbursement for costs incurred by the employee must be approved by the Director of Public Safety and the Director of Human Resources. Request for approval for tuition assistance must be accompanied by a signed Professional Reimbursement Agreement form (Exhibit A) which may be obtained in the Human Resources Department or on the Intranet. Any situation, in the discretion of the Director of Public Safety, which would require the Chief's presence on the job shall take complete and final precedence over any times scheduled for courses.
- B. Any financial assistance from any governmental or private agency available to the Chief, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement he is eligible for under this section. If the Chief's tuition is fully covered by another governmental or private agency, then he is not entitled to any payment from the City.
- C. No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of tuition.
- D. Reimbursement for tuition will be made when the Chief presents an official certificate or its equivalent and a receipt of payment from the institution confirming satisfactory completion of the approved course with a grade of "C" or above.

Employees may receive the allocation as follows, but no reimbursement or payment will ever exceed the annual \$400 allotment:

Items	
Healthy Eating	<ul style="list-style-type: none"><li>• Reimbursed up to \$20 for one time program</li><li>• Reimbursed 50% of cost for ongoing programs; 75% attendance rate required</li></ul>
Weight Watchers	<ul style="list-style-type: none"><li>• 50% of cost reimbursed; 10 of 13 weeks attendance required</li></ul>
Gym Memberships	<ul style="list-style-type: none"><li>• \$25 per month reimbursed; 8 times per month attendance required</li></ul>
Health and Fitness Programs	<ul style="list-style-type: none"><li>• Reimbursed up to \$20 for one time program</li><li>• Reimbursed 50% of cost for ongoing programs; 75% attendance rate required</li></ul>
City of Gahanna Walking & Running Program	<ul style="list-style-type: none"><li>• \$25 per month incentive; 8 times per month attendance required</li></ul>
Smoking Cessation	<ul style="list-style-type: none"><li>• 50% reimbursed</li></ul>
Flu Shot	<ul style="list-style-type: none"><li>• Reimbursed at full cost</li></ul>
Disease Management	<ul style="list-style-type: none"><li>• \$25 incentive for initial telephonic assessment</li></ul>
Preventative Exam	<ul style="list-style-type: none"><li>• Annual Physicals</li><li>• Annual Dental Exam</li><li>• Annual Eye Exam</li><li>• 6 Month Blood Screen Re-Check through Lab Corp</li><li>• PSA</li><li>• Annual Mammogram</li><li>• Annual Gynecological Exam</li></ul> <p><b>EACH ITEM IS ELIGIBLE FOR A \$25 INCENTIVE PAYMENT PER CALENDAR YEAR</b></p>

#1—Items Eligible for Reimbursement:

- Healthy Eating
  - Reimbursed up to \$20 for one time program
  - Reimbursed 50% of cost for ongoing programs; 75% attendance rate required
- Health and Fitness Programs
  - Reimbursed up to \$20 for one time program
  - Reimbursed 50% of cost for ongoing programs; 75% attendance rate required
- Weight Watchers
  - 50% of cost reimbursed; 10 of 13 weeks attendance required
- Gym Memberships
  - \$25 per month reimbursed; 8 times per month attendance required
- City of Gahanna Walking and Running Program
  - \$25 per month incentive; 8 times per month attendance required
- Smoking Cessation

## CITY OF GAHANNA

### Exhibit A: Professional Development Reimbursement Agreement

NAME : \_\_\_\_\_  
COURSE: \_\_\_\_\_  
DATES: \_\_\_\_\_

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

In consideration of the City of Gahanna's payment of the above referenced course, 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.

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Employee

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Date

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Department Head

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Date

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Director of Human Resources

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Date