

EXHIBIT A  
ORD-0102-2016

Ordinance for the Supervisory  
Personnel of the City of  
Gahanna  
January 1, 2016  
Through December 31,  
2016

ORD-0143-2015  
*Approved 12/21/2015*

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## 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.

Full-Time Employment - Active service in a position of employment, which is to be performed on an established five eight-hour days per workweek for fifty-two 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.

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	D	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	33	
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 4, 2016 corresponding to the classification codes for each full time position:

<b><u>Open Range Plan— 2016 Implementation</u></b>					
<b>Grade</b>	<b>90%</b>	<b>95%</b>	<b>MKT/MIDPT</b>	<b>125%</b>	<b>Range Width</b>
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 4, 2016, the following salaries are established for 2016 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- 2016</u>
Building and Heating Inspector	34	\$60,907
Facilities Superintendent	37	Vacant
Fleet Management Superintendent	37	\$65,150
Golf Course Supervisor	33	<del>Vacant</del> \$50,084
Parks & Facilities Superintendent	37	<del>\$61,956</del> -\$63,873
Planning and Zoning Administrator	36	\$63,954
Recreation Specialist 1 / Camp & Youth/Family	27	Vacant
Recreation Specialist 2	27	Vacant
Recreation Superintendent	37	\$67,118
Recreation Supervisor - Community Programming	33	\$51,086
Recreation Supervisor – Camp & Youth/Family	33	<del>47,079*</del> \$48,582*
Recreation Supervisor – Adult Programming	33	<del>\$47,079*</del> -\$50,085
Recreation Supervisor - Aquatics	33	<del>Vacant</del> 47,476**
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

\*\*as of 12/1/2016

Section 3. The new pay schedule for 2016 results in a pay adjustment as described below:

- a. All Wage Schedules/Ranges will be adjusted in the Open Range Plan for 2016 by 0% to reflect the local market.
- b. Any employee who is not at or above their market rate as of 1/1/ 2016, and who is not within their probationary period, will be adjusted as follows: An employee at the 90<sup>th</sup> percent of their salary range will move to 92% after the successful completion of their probationary period. The employee will then move to 94% at their one year anniversary date, 97% at their two year anniversary date, 100% at their three year anniversary date upon satisfactory performance each year as documented in their performance evaluation. In addition to the anniversary date adjustments they receive during the year, the employee will receive the applicable market increase upon passage of the ordinance.
- c. Any employee at or above market rate who is not in their probationary period will receive the pay adjustment reflected in the Salary Chart.
- d. The merit based plan for determining potential salary increases will be suspended for 2016 and replaced with a 2% wage increase effective the first full pay period in January 2016. 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, 2016 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, 2016 will receive an applicable increase in the first full pay period upon successful completion of their probationary period or the performance development plan.
- g. The Fair Labor Standards Act (FLSA) minimum salary threshold for exempt employees will be increasing to \$47,476 annually (or \$1,826/biweekly) as of 12/1/2016. Exempt employees covered under this ordinance who are below the minimum will increase to \$1,826/biweekly through December 31, 2016.

No salary increase can exceed the top of the range. Any salary paid above the top of the range established in 2016 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 2016.

### **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 90<sup>th</sup> percentile of the market range for their class allocation unless the new employee brings prior experience beyond the requirements of the class specification. Based upon the knowledge, skills and experience they bring to the position, the new employee may be paid between the 90<sup>th</sup> percentile and the Midpoint of the market range for their class allocation. All new hire rates and probationary raises are subject to the guidelines of the City of Gahanna Salary Policy.

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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.

<b>Holiday</b>	<b>When</b>	<b>Observed in 2016</b>
New Year's Day	January 1 <sup>st</sup>	Friday, January 1 <sup>st</sup>
Martin Luther King Day	3rd Monday in January	Monday, January 18th
Presidents' Day	3rd Monday in February	Monday, February 15th
Memorial Day	Last Monday in May	Monday, May 30 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>	Monday, July 4th
Labor Day	1st Monday in September	Monday, September 5 <sup>th</sup>
Columbus Day	2nd Monday in October	Monday, October 10 <sup>th</sup>
Veterans' Day	November 11 <sup>th</sup>	Friday, November 11 <sup>th</sup>
Thanksgiving Day	4th Thursday in November	Thursday, November 24 <sup>th</sup>
Day After Thanksgiving	4th Friday in November	Friday, November 25 <sup>th</sup>
Christmas Eve	December 24 <sup>th</sup>	Friday, December 23rd
Christmas Day	December 25 <sup>th</sup>	Monday, December 26th

*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 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.

2016 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 Premium Reduction Incentive Program will pay a discounted rate as defined below of the monthly premium.

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

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

### Section 2. 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 3. Life Insurance

The City shall provide fully-paid life and accidental death and dismemberment insurance for the Employee in an amount of fifty thousand dollars or to two 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.

### Section 4. Eligibility

For the purpose of this section, "full-time employees" are defined as, "All employees who perform prescribed duties of an established schedule of forty hours or more per week for fifty-two weeks per calendar year." Full-time employees are eligible for the medical and prescription, dental, vision, life AD&D benefits on the first day of the month following date of hire or transfer to a full-time position.

### Section 5. Cash Payment for Waiving Insurance

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 payments are subject to all applicable payroll taxes and deductions. 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. Unused sick leave shall be cumulative without limit.

Employees shall earn sick leave, with pay, according to the schedule below, for each completed year of full-time continuous service during which the employee has been in paid status during each of the workdays and holidays of such month. 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 in half hour 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 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 recommendation of the Department Head and approval of the Mayor, 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

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 60% of their accumulated sick leave, up to a maximum of one thousand two hundred (1,200) sick leave hours. After one thousand two hundred (1,200) hours, payment shall be at twenty-five percent (25%) of accumulated sick leave.

Upon resignation or other termination of employment, full-time employees shall receive payment based on the employee's rate of pay for 30% of the 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 the accumulated sick leave. In the event, the employee accepts employment with another public sector employer, the employee may transfer their accumulated balance if it is accepted by the new employer.

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

#### Section 5. 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 his/her 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 his or her 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 (2,530 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 work ability 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. 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. Personal Time

Personal time is given as a recognition of the operational need for the employee to work beyond a standard work week and be required to be on call 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<sup>st</sup>. Personal time is earned at 1.53 hours per pay and shall be prorated for employment of less than one 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-hour increments.

Upon resignation, full-time employees shall receive payment based on the employee's rate of pay for 100% of the earned but unused personal time. If more time is taken than earned, the difference will be deducted from the employee's final paycheck.

## 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

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 his/her City employment.

## Section 4. Military Leave

- 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 or recertification 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 or recertification 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.
- 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.

## **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, evaluating performance 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 Employee 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 Employee'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 Employee 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 Employee's contentions, the inaccuracies shall be expunged.

## **ARTICLE XIV: COMPENSATION FOLLOWING CERTAIN PERSONNEL ACTIONS**

### Section 1. Rate of Pay Adjustment

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

Demotion (Voluntary and Physical Disability). When the Employee 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**

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, 2016, and they must be sent in for reimbursement/payment by January 7, 2017 so that the money may be paid by January 31, 2017. Any item not completed by December 31, 2016 and not submitted by January 7, 2017 WILL NOT BE REIMBURSED OR PAID.

### Section 2. Safety Equipment

Employees required to wear OSHA/PERRP approved personal protective equipment to perform their duties as a City employee shall be eligible to receive one pair of safety shoes/boots up to the amount of One Hundred Dollars (\$100.00) every 12 months. If an employee leaves their position for any reason within the first six 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 60 days of issuance, they will be required to repay the City 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 pre-approved by management and Human Resources or the employee will incur the cost.

### Section 3. 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 based upon number of months of service completed:

Months Completed	% owed by employee
<1 Month	100
1	95
2	90
3	85
4	80
5	75

Months Completed	% owed by employee
6	65
7	55
8	45
9	35
10	25
11	15
12	0%

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