

Ordinance for the Unclassified  
Personnel of the City of  
Gahanna

January 1, ~~2012~~ 2013 through  
December 31, ~~2012~~ 2013

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## ARTICLE I: DEFINITIONS

**Active Paid Status** - Shall include all periods when compensation is received for work performed by full-time, 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 full-time position.

**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.

**City** - Shall mean the City of Gahanna.

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

**Continuous Service** - Service shall be considered continuous for an employee except where interrupted by resignation, retirement, or discharge for cause. However, time off because of suspension, leave of absence without pay (except 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** – Exempt from pay for overtime under the Fair Labor Standards Act overtime pay provisions.

**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.

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

**Immediate Family** - Spouse, son, daughter, brother, sister, parent, grandparent, grandparent-in-law, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half brother and half sister.

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

Non-exempt – Non-exempt employees are those eligible for overtime pay under the Fair Labor Standards Act overtime pay provisions. Paid leave taken by the employee does not count towards the four hour active paid status requirement for overtime purposes.

Original Appointment - Initial appointment of a person to a full-time 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.

Part-Time Employment - Includes all active service with the City except for elected public officials and full-time employees.

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

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 individual. A position may be either occupied or vacant.

Probationary Period - The period of six months 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 position.

Regular Hourly Rate – Hourly rate for non-exempt employees as defined in Article II, Pay Ranges.

Seasonal Employee - An individual hired primarily to perform services which, because of climatic conditions or because of the seasonal nature of such service, it is customary to operate only during regularly recurring periods of forty weeks or less in any consecutive fifty-two weeks.

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

Temporary Employment - Active service with the City for not more than one hundred eighty work days in one year.

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 days of unscheduled work in an employee's work week. Saturday and Sunday shall be the normal weekend unless otherwise specified.

Workday - An eight-hour shift during which an employee is assigned to active duty.

Workweek – Seven consecutive calendar days, starting at 12:01 a.m. on Monday and ending at midnight the following Sunday.

## ARTICLE II: PAY RANGES

### Section 1. Classifications

Pay ranges shall be used for payroll purposes and other personnel transactions and are applicable only to positions designated as full-time positions. The following chart represents the class allocation codes for all full-time positions subject to this Ordinance:

CLASS CODE			CLASS TITLE	DEPT	FLSA	ED	EXP	LIC	REPORTS	GRD
EEO	ORG	GRP							TO	
6	6	nn	Receptionist/Mail Coordinator	Pub Svs	N	1	0		Dep Dir P Svc	24
6	6	nn	Secretary	Various	N	1	1		Various	25
6	6	nn	Staff Assistant	Police	N	1	1		Pol. Lieut.	25
6	6	nn	Procurement Coordinator	Police	N	1	2	D	Pol. Lieut.	28
6	6	nn	Accounting Technician	Finance	N	1	2		Dep Fin Dir	28
6	6	nn	Administrative Assistant	Various	N	1	3		Various	28
6	6	nn	Deputy Clerk of Council	Clk/Coun	N	1	3	C	Clk Council	28
3	6	nn	Desktop Support Specialist	IT	N	1	1	D	Dir Tech	28
3	6	nn	Records Administrator	Clk/Coun	N	1	1		Clk Council	28
6	6	nn	Police Coordinator	Police	N	1	1		Office Manager	28
3	6	nn	Prevailing Wage Coordinator	Engr	N	1	1	DC	City Eng	29
4	6	nn	Crime Analyst	Police	N	2	2		Pol. Lieut.	30
3	6	ne	Engineering Program Administrator	Engr	E	1	2		City Eng	31
5	6	ne	Finance Coordinator	Finance	N	3	1		Dep Fin Dir	31
5	6	nn	Payroll Coordinator	Finance	N	1	3		Dep Fin Dir	31
6	5	nn	Senior Deputy Clerk of Council	Clk/Coun	N	1	4	C	Clk Council	32
3	5	nn	GIS Technician	IT	N	3	2	D	Dir Tech	32
3	6	nn	Systems Administrator	IT	N	1	1	D	Dir Tech	33
2	4	ne	Office Manager	Police	E	1	4	L	Dir Pub Saf	34
2	6	ne	Human Resources Coordinator	HR	E	2	4	L	Dir Hum Res	35
2	6	ne	Project Administrator	Pub Svs	E	3	2	DL	Dep Dir P Svc	36
2	6	ne	Water Resources Engineer	Pub Svs	E	3	2	DL	Dep Dir P Svc	36
3	4	ne	GIS Administrator	IT	E	3	4	D	Dir Tech	36
3	6	nn	Network Administrator	IT	E	1	4	D	Dir Tech	37
2	4	ne	Public Information Manager	Mayor	E	3	6	D	Asst City Admin	37
2	3	ne	Economic Development Manager	Develop	E	4	3		Dep Dir P&D	37
2	3	ne	Community Development Manager	Develop	E	4	3	C	Dep Dir P&D	38
2	3	ne	Chief Building Official	Develop	E	3	5	DC	Dep Dir Develop	38
2	2	ne	Assistant City Engineer	Engr	E	3	3	DL	City Eng	38
2	3	ne	Tax Administrator	Finance	E	3	2		Dir Fin Svc	38
1	1	ne	Clerk of Court	Courts	E	2	4	L	Asst City Admin	38
2	2	Ne	Assistant City Administrator	Mayor	E	3	4		Mayor	39
2	2	ne	Dep Dir of Planning & Dvmt	Develop	E	4	3		Dir Plan Dev	39
2	2	ne	Deputy Director of Parks and Rec.	P&R	E	3	4	DL	Dir P&R	39
2	2	ne	Deputy Director of Finance	Finance	E	3	3	C	Dir Fin Svc	39
2	2	ne	Deputy Director of Public Services	Pub Svs	E	2	4		Dir Pub Svc	39
2	2	ne	Senior Manager of Technology	IT	E	1	3		Assistant City Administrator	39
1	1	tm	Clerk of Council	Clk/Coun	E	2	7	C	Council Pres	39
1	1	tm	Emergency Management Director	Mayor	E	3	4		Mayor	39
1	1	tm	City Engineer	Engr	E	3	5	L	Mayor	40
1	1	tm	Director of Human Resources	HR	E	3	5	D	Mayor	40
1	1	tm	Director of Technology	IT	E	1	5		Mayor	40
1	1	tm	Director of Parks and Recreation	P&R	E	3	5	D	Mayor	41
1	1	tm	Director of Planning & Development	Develop	E	4	7		Mayor	41
1	1	tm	Director of Finance	Finance	E	3	5	C	Mayor	42
1	1	tm	Director of Public Safety	Police	E	3	5		Mayor	42
1	1	tm	Director of Public Services	Pub Svs	E	3	5	D	Mayor	42

## 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

### 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

### Group (GRP) Codes

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

## Section 2: Pay Ranges

The following chart represents the salary range corresponding to the above class allocation code for each position effective January 1, 2012 2013:

<u>Open Range Plan—2012- 2013</u>					
<u>Implementation</u>					
Grade	90%	95%	MKT/MIDPT	125%	Range Width
20	\$24,520	\$25,882	\$27,245	\$34,056	39%
21	\$25,542	\$26,961	\$28,380	\$35,474	39%
22	\$26,607	\$28,085	\$29,563	\$36,954	39%
23	\$27,715	\$29,254	\$30,794	\$38,492	39%
24	\$28,870	\$30,473	\$32,077	\$40,097	39%
25	\$30,600	\$32,300	\$34,000	\$42,500	39%
26	\$32,437	\$34,239	\$36,041	\$45,051	39%
27	\$34,383	\$36,294	\$38,204	\$47,755	39%
28	\$37,227	\$39,296	\$41,364	\$51,705	39%
29	\$38,715	\$40,866	\$43,017	\$53,771	39%
30	\$40,263	\$42,500	\$44,737	\$55,921	39%
31	\$41,874	\$44,201	\$46,527	\$58,159	39%
32	\$43,549	\$45,968	\$48,387	\$60,484	39%
33	\$45,076	\$47,581	\$50,085	\$62,606	39%
34	\$50,648	\$53,461	\$56,275	\$70,344	39%
35	\$52,167	\$55,065	\$57,963	\$72,454	39%
36	\$53,180	\$56,135	\$59,089	\$73,861	39%
37	\$57,486	\$60,680	\$63,873	\$79,842	39%
38	\$60,778	\$64,154	\$67,531	\$84,414	39%
39	\$68,881	\$72,707	\$76,534	\$95,668	39%
40	\$73,946	\$78,054	\$82,162	\$102,703	39%
41	\$81,036	\$85,539	\$90,041	\$112,551	39%
42	\$84,076	\$88,747	\$93,418	\$116,772	39%

The following chart represents the salary for 20122013 for each position:

<u>Exempt Positions</u>	<u>Grade</u>	<u>Pay-2012- 2013</u>
Assistant City Administrator	39	\$78,830
Assistant City Engineer	38	Vacant
Chief Building Official	38	\$70,746
City Engineer	40	\$ 101,553
Clerk of Council/Council Services Director	39	\$86,712
Clerk of Court	38	\$66,855
Community Development Manager	38	Vacant
Dep. Dir/Finance	39	\$74,237*
Dep. Dir/Parks & Recreation	39	\$79,801
Dep. Dir/Planning & Development	39	\$76,534
Dep. Dir/Public Service	39	\$76,534
Director/ Public Service	42	\$ 96,221
Director/Emergency Comm.		Vacant
Director/Finance	42	\$93,418
Director/Human Resources	40	\$82,162
Director/Parks & Rec.	41	\$ 97,379
Director/Planning & Development	41	\$90,040
Director/Technology	40	Vacant
Economic Development Manager	37	\$63,234
Engineering Program Administrator	31	\$47,923
GIS Administrator	36	Vacant
Human Resources Coordinator	35	\$59,702
Network Administrator	37	\$65,789
Office Manager	34	\$57,963
Project Administrator	36	<del>\$60,862</del> Vacant
Public Information Manager	37	\$65,789
Senior Manager of Technology	39	Vacant
Tax Administrator	38	Vacant
Water Resources Engineer	36	\$72,368

<u>Non-Exempt Positions</u>	<u>Grade</u>	<u>Pay-2011 2013</u>
Accounting Technician	28	\$23.25/hr
Adm. Asst. Mayor's Office	28	\$19.29/hr*
Adm. Asst. Public Service	28	\$19.89/hr
Administrative Assistant/Development	28	\$20.49/hr
Administrative Assistant/Parks & Rec.	28	\$20.58/hr
Administrative Assistant/Public Safety	28	\$20.49/hr
Clerk/Development/Reception		Vacant
Crime Analyst	30	Vacant
Dep. Clerk of Council	28	Vacant
Desktop Support Specialist	28	<del>Vacant</del> \$19.89/hr*
Finance Coordinator	31	\$23.95/hr
GIS Technician	32	Vacant
Payroll Coordinator	31	\$23.04/hr
Police Coordinator	28	Vacant
Prevailing Wage Coordinator	29	Vacant
Procurement Coordinator	28	\$19.49/hr*
Receptionist/Mail Coordinator	24	vacant
Records Administrator	28	\$20.49/hr
Secy. Development	25	\$16.84/hr
Secy. Human Resources	25	\$16.84/hr
Secy. Public Service	25	\$16.84/hr
Senior Dep. Clk. of Council	32	\$24.76/hr
Staff Assistant/Police	25	Vacant
Systems Administrator	33	\$24.80/hr

\* Until end of probationary period or until anniversary date (explained in Section 4).

### Section 3. Positions Held Concurrently

That where one employee continuously occupies two or more positions concurrently, the market rate of the highest salary grade provided for one of the positions occupied shall be the appropriate rate of pay for the affected employee. Should this market rate be lower, the employee will continue at their current rate of pay.

### Section 4. Pay Adjustments

The new pay schedule for 2012- 2013 results in a pay adjustment as described below:

- All Wage Schedules/Ranges will be adjusted in the Open Range Plan for 2012- 2013 by 0% to reflect the local market.
- Any employee who is not at or above their market rate as of 1/1/2012 2013, and who is not within their probationary period, will be adjusted per the Salary Policy<sup>1</sup>. In addition to the

<sup>1</sup> An employee hired 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 93% at their one year anniversary date, 95% at their two year anniversary date, 97% at their three year anniversary date, 99% at their four year anniversary date, and 100% (midpoint/market) at their five year anniversary date upon satisfactory performance each year documented by their Department Head.



anniversary date adjustments they receive during the year, the employee will receive the applicable market increase upon passage of the ordinance.

- c. ~~The merit base plan for determining potential salary increases will be suspended for 2012 and replaced with a 3% increase. This increase will apply to employees who are at or above market, and meet or exceed overall expectations on their performance appraisal for the rating period ending September 30, 2011. Employees below market, in a probationary period, or under a performance action plan as of January 1, 2012 are not eligible. Any employee at or above market rate who is not in their probationary period will receive the pay adjustment reflected in the Salary Chart. Each position will receive increases that are strictly merit increase and based upon the performance appraisal received for the rating period ending September 30, 2012.~~

e.d.

- d.e. Any employee at market rate who is within their probationary period will receive an applicable merit increase approved by the Department Director and Director of Human Resources in ~~2012- 2013~~ upon successful completion of their probationary period.

Any salary paid above the top of the range established in ~~2012- 2013~~ will be held until the range increases above the employee's rate of pay.

#### Section 5. Council Review

That the pay ranges, any movement within the ranges, except as allowed in Article VII, and annual rates of pay established by this Article shall be reviewed by the Council of the City of Gahanna year end ~~2012~~2013.

#### Section 6. Non-Exempt Positions

As per the U.S. Department of Labor regulations, the following positions are classified as non-exempt:

- (1) Administrative Assistant/Public Safety
- (2) Senior Dep.Clk. of Council
- (3) Dep. Clerk of Council
- (4) Administrative Assistant/Parks & Rec.
- (5) Secy. Public Service
- (6) Secy. Development
- (7) Prevailing Wage Coordinator
- (8) Payroll Coordinator
- (9) Accounting Technician
- (10)Crime Analyst
- (11)Administrative Assistant/Development
- (12)Records Administrator
- (13)Clerk/Development/Reception
- (14)Receptionist/Mail Coordinator
- (15)Procurement Coordinator
- (16)Staff Assistant/Police
- (17)Desktop Support Specialist
- (18)Administrative Assistant/Public Service
- (19)Police Coordinator
- (20) Systems Administrator
- (21) Secy. Human Resources
- (22) Finance Coordinator
- (23) Administrative Assistant/Mayor's Office
- (24) GIS Technician

Employees in non-exempt positions will be paid based on one-quarter (1/4) hour increments. The Fair Labor Standards Act requires that all non-exempt employees will be paid for all time worked and any hours worked over forty hours in active paid status during the workweek will be paid overtime at 1 ½ times the regular hourly rate for non-exempt positions. Therefore, non-exempt employees cannot work in a voluntary capacity doing the same duties that they are paid to perform in their usual paid position. Non-exempt positions will be paid for all time worked; however, all overtime must be approved in advance by the employee's Supervisor. Overtime shall be paid in increments of one-quarter (1/4) of an hour. Therefore, all start and end times must be rounded back to the nearest quarter hour for 1 – 7 minutes past the quarter hour and must be rounded forward to the nearest quarter hour for 8 – 14 minutes past the quarter hour. The employee has the right to request compensatory time in lieu of overtime pay. See Article VIII, Section 7.

### **ARTICLE III: PAY FOR LESS THAN FULL-TIME SERVICE (PART-TIME EMPLOYEES)**

#### **Section 1. Benefits**

Seasonal, part-time, and temporary employees hired by the City to work in the summer programs, seasonal or part-time work of any kind, shall not be eligible for any employee benefits defined and explained within this ordinance. Said employees will receive all benefits in accordance with ordinance #ORD-0020-2005 as created and established in 2005 and in any subsequent part time ordinances passed thereafter or as provided under state or federal law.

#### **Section 2. Job Sharing**

Full time positions listed in Article II, Section 1, 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 Director, Director of Human Resources, and Mayor, and will be considered on a case by case basis depending upon the position, 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 full time if the full time position is available and fully funded.

While participating in a job sharing situation, employees shall not be eligible for any employee benefits defined and explained within this ordinance. Wages will be based on the applicable salary grade for the position, and distribution of the wages to the job sharing employees will be determined by the Director of Human Resources with approval by the Mayor. At no time will the combined wages, either salary or hourly, exceed the amount authorized for the position in Article I, Section I. Any increases to the wages will be merit based.

Job sharing employees working a position that is exempt under the Department of Labor Guidelines will continue to stay exempt if they meet all the criteria set by the Department of Labor as determined by the Director of Human Resources.

### **ARTICLE IV: PERSONAL EXPENSES**

The following shall apply to personal expenses, related to travel, etc., incurred by employees on City business:

- a. Any employee, whenever authorized by the Department Head to engage in or upon official daily business for, or on behalf of, the city, will be reimbursed for all expenses incurred within the specifications and guidelines of the Travel Policy for the City of Gahanna. Such employee shall submit a statement of expenses, with such supporting data as the Director of Finance requires, to the Director of Finance.

- b. This reimbursement for any expenses shall include, but not be limited to, the pay for the use of private automobiles at the rate allowed per mile by the Internal Revenue Service.
- c. Any employee may request prepayment of any expenses within the specifications and guidelines of the policy and procedure manual for the City of Gahanna. Such request shall be authorized by the Department Head and submitted, with such supporting data as the Director of Finance requires, to the Director of Finance. Such prepayment shall be accounted for, to the Director of Finance, within thirty (30) days following the expenditure.

## **ARTICLE V: APPOINTING AUTHORITY**

Unclassified employees serve at the pleasure of the appointing authority.

## **ARTICLE VI: PROBATIONARY PERIOD**

There shall be a period of one hundred and eighty (180) calendar days from the beginning employment date during which no appointment or promotion shall become final.

## **ARTICLE VII: SALARY AND ADJUSTMENTS**

### Section 1. Annual Service Credit

An employee shall receive, in addition to other pay, an Annual Service Credit payment based on completed years of continuous service in full-time paid status according to the following table:

<u>Years of Service</u>	<u>Amount</u>
5 through 9 years	\$ 650.00
10 through 14 years	\$ 850.00
15 through 19 years	\$1,050.00
20 or more years	\$1,250.00

Payment of Service Credit shall be made in a lump sum, in a separate check, and will accompany the first full pay period following the employee's anniversary date. Payment shall be based upon continuous years of active service as an employee of the City of Gahanna as of the date of payment.

For the purpose of this Section, continuous active service shall include approved leave.

### Section 2. Administration of Pay Plan

- a. 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 recommendation from the supervisor and approval from the Director of Human Resources and Mayor, the new employee may be paid between the 90<sup>th</sup> percentile and 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.

- b. No increases shall be granted during the first six months of hire or promotion. Employees shall receive the applicable increase upon completion of this probationary period.
- c. The Clerk of Council and other employees of Council shall be paid in accordance with the same procedures as provided the administration. Any employees newly hired to a Council office 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 recommendation from the Clerk of Council and approval from the Director of Human Resources and Council President, the new employee may be paid between the 90<sup>th</sup> percentile and Midpoint of the market range for their class allocation. (This approval process shall be the approval process for any provisions of this ordinance for Council office employees.) 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 the majority vote of Council.

## **ARTICLE VIII: VACATION LEAVE AND 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 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 full time employment covered by P.E.R.S., as established in the schedules contained in Section (4) of this Article. However, any employee 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.

### Section 3. Computing Years of Completed Service

In computing years of 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 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 of 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  
20 Years or More

192 Hours  
200 Hours

24 Days  
25 Days

#### Section 5. Vacation Carry-Over

Employee may carry into the following year a maximum of two hundred forty (240) hours.

#### Section 6. Additional Considerations

- a. At the end of each year, an employee in full-time status may be paid for vacation balances in excess of the maximum fixed by the Article. This is subject to certification by the appointing authority to the Director of Finance and the approval by City Council, that due to a bona fide emergency work requirement, it was not in the best interests of the City to permit an 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.
- b. 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 leave to his credit, shall be paid in a lump sum for such unused vacation leave.
- d. When an employee dies while in paid status in the City service, any unused vacation leave to his/her 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 leaves shall be taken with the approval of the Department Head.
- e. Vacation leave taken by non-exempt employees does not count towards hours in active paid status for the purpose of overtime.
- f. 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.
- g. 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.
- h. An employee who changes from full-time status to part-time status or participates in a job sharing situation, and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave.

#### Section 7. 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. Compensatory time may accumulate to a maximum of 150 hours. Any compensatory time greater than 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.
- b. A non-exempt employee in full-time status who is to be separated from the City service through removal, resignation, retirement or layoff and who has unused compensation time to his credit, shall be paid in a lump sum for such unused compensation time.

- c. When a non-exempt employee dies while in paid status in the City service, any unused compensation time to his/her credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased.
- d. Compensatory time may be granted on an hour for hour basis to exempt employees by authority of the Department Head.
- e. 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.
- f. Flex time may be granted by authority of the Department Head to exempt employees within a bi-weekly pay period.
- g. 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.
- h. 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 compensatory leave, shall be paid in a lump sum for such unused compensatory leave.

## ARTICLE IX: LEGAL HOLIDAYS

### Section 1. Holiday Schedule

<b>Holiday</b>	<b>When</b>	<b>Observed in 2012 2013</b>
New Year's Day	January 1st	Monday, January 2nd <sup>1st</sup>
Martin Luther King Day	3rd Monday in January	Monday, January 16th <sup>21st</sup>
Presidents' Day	3rd Monday in February	Monday, February 20th <sup>18th</sup>
Memorial Day	Last Monday in May	Monday, May 28th <sup>27th</sup>
Independence Day	July 4th	Wednesday <sup>Thursday</sup> , July 4th
Labor Day	1st Monday in September	Monday, September 3rd <sup>2nd</sup>
Columbus Day	2nd Monday in October	Monday, October 8th <sup>14th</sup>
Veterans' Day	November 11th	Monday, November 12th <sup>11th</sup>
Thanksgiving Day	4th Thursday in November	Thursday, November 22nd <sup>28th</sup>
Day After Thanksgiving	4th Friday in November	Friday, November 23rd <sup>29th</sup>
Christmas Eve	December 24th	Monday <sup>Tuesday</sup> , December 24th
Christmas Day	December 25th	Tuesday <sup>Wednesday</sup> , December 25th

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 40 hour workweek for the purpose of overtime.

# **ARTICLE X: INSURANCE**

## Section 1. Medical and Prescription Insurance

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

~~\*2012 rates at 15% of the monthly cost will be \$98.18/month for single and \$254.28/month for family. One-half of these amounts will be deducted out of the employees' paychecks two times per month for a total of 24 deductions per year. Employees and spouses, if applicable, who participate in and meet the requirements of the Healthy Merits Health Incentive Program will receive a 9% discount on the member contribution rate and pay 6% of the monthly premium.~~

<b>Coverage</b>	<b>Premium/Pay</b>	
	<b>15%</b>	<b>6%</b>
Single	<del>\$ 49.09</del>	<del>\$ 19.64</del>
Family	<del>\$ 127.14</del>	<del>\$ 50.85</del>

2013 rates at 15% of the monthly cost will be \$ 95.24/month for employee only, \$178.59 for employee and child (ren) only, \$197.12 for employee and spouse only and \$280.47/month for employee, spouse and children (family). One-half of these amounts will be deducted out of the employees' paychecks two times per month for a total of 24 deductions per year.

Employees and spouses, if applicable, who participate in and meet the requirements of the City of Gahanna Wellness Incentive Program will pay a discounted rate as defined below of the monthly premium.

<b>Coverage</b>	<b>Premium/Pay</b>		
	<b>15%</b>	<b>10%</b>	<b>6%</b>
<u>Employee Only</u>	<u>\$95.24</u>	<u>\$63.50</u>	<u>\$38.10</u>
<u>Employee + Child(ren)</u>	<u>\$178.59</u>	<u>\$119.06</u>	<u>\$71.44</u>
<u>Employee + Spouse</u>	<u>\$197.12</u>	<u>\$131.41</u>	<u>\$78.85</u>
<u>Employee + Spouse</u>	<u>\$280.47</u>	<u>\$186.98</u>	<u>\$112.19</u>

and Child(ren)			
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Details regarding your plan may be obtained through the Human Resources Department in addition to the Summary Plan Description.

#### Section 2. Dental and Vision Insurance

The City shall provide a fully paid dental and vision insurance plan at least equivalent to that which is currently in effect.

#### Section 3. Life Insurance

The City shall provide fully paid life insurance in the amount of \$50,000 or two times the annual years salary, whichever is greater. The policy shall include a provision for double indemnity in the event of accidental death or dismemberment.

#### 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." Employees working less than forty hours per workweek shall be excluded from insurance programs. Persons working forty hours or more per week, but in a position which is intended to continue for only a portion of a calendar year, or as a provisional employee, shall not be considered full-time employees and shall be excluded from insurance programs.

#### Section 5. Cost Containment

~~If no pre-certification is made a two hundred dollar (\$200) co-insurance will be applied, in addition to the deductible and co-insurance provisions. This two hundred dollar (\$200) co-insurance does not apply to the out of pocket maximum.~~

#### Section 6 5. Cash Payment for Waiving Insurance

Any unclassified employee who elects not to be covered by the medical, dental and vision plans 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 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 Active Paid Status at the time the checks are issued. These amounts will be pro-rated for any new hires from the date they are eligible to begin coverage until the end of the calendar year.

### **ARTICLE XI: 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. When sick leave is used, it shall be deducted from an employee's credit on the basis of actual time used.

Employees shall earn sick leave, with pay, according to the schedule below, for each completed month of continuous full-time service during which the employee has been in paid status during each of the workdays and holidays of such month. Employees shall be paid for approved sick leave to the extent such sick leave has been earned.



## Section 2. Sick Leave Accumulation Schedule

Employees 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
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

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

- a. Sickness of the employee.
- b. Injury to the employee except where injury leave may apply.
- c. Medical, dental, or optical consultation or treatment of the employee, providing the person rendering such treatment is licensed to practice by the State of Ohio.
- d. Sickness of a member of the immediate family, whether or not the employee 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 Section of the Agreement.
- 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. No sick leave with pay shall be accredited or allowed except that accredited for service as an employee of the City of Gahanna.
- f. Sick leave taken by non-exempt employees does not count towards hours in active paid status for the purpose of overtime.

## Section 5. Cash Payment for Sick Leave Credit

An employee who is separated from service, for any reason whatsoever, 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:

Full-time employees 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 24, 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.

#### Section 6. Duty Injury Leave

- a. Duty-Injury. Employees shall be allowed injury leave with pay for each service connected injury, provided such injury is reported to the employee's immediate supervisor within six (6) hours of such injury, but under unusual conditions, no later than twenty-four (24) hours. In the absence of the employee's immediate supervisor, the injury may be reported to any supervisory official of the City of Gahanna. Any duty injury leave must receive the approval of the Department Head and the Director of Human Resources.
- b. Report of Duty-Injury. A report of the cause of all injuries signed by the employee, the immediate supervisor, the Division and Department Heads, shall be submitted to the Human Resources Department within two (2) work days of the date of the injury, on forms designed and furnished by the City. The Director of Human Resources or Department Head may arrange to have the injured person examined by a qualified physician other than the employee's own personal physician and if, in the judgment of the Director of Human Resources and Department Head, the injury was sustained while on duty with the City, the employee shall be continued on the payroll according to the provisions of this Article.
- c. Length of Duty-Injury Leave. Employees who have verified duty related injuries that render the employee unable to perform the material and substantial duties of their position, shall be eligible for duty-injury leave at full pay for up to nine (9) months subject to re-evaluation at any time. An employee on duty-injury leave shall not accrue sick leave or vacation time.
- d. Workers' Compensation Employees who are injured while on duty shall file for the Worker's Compensation benefits according to the Worker's Compensation law and regulations. Such filing may include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the City. The requirement for reimbursement by the employee of temporary total compensation will cease at the time the City ceases duty injury leave payments. In the event the City elects to have the employee apply for Temporary Total Disability (TTD) benefits, the employee will be required to reimburse the City for all TTD benefits received for any period of injury leave. Should the employee receive Duty Injury leave, and one of the following occurs: The employee is determined to be ineligible for temporary total benefits under Bureau of Workers' Compensation guidelines, the employee is determined by a physician to have reached Maximum Medical Improvement, or a physician determines the employee is able to return to work, the duty injury leave received under the Article will be terminated and any further wages will be allocated to sick leave should the employee continue to stay off work.

#### Section 7. Special Major Medical Leave

"Major Medical" shall be defined as any debilitating physical non-duty related disease or injury (Including but not limited to cancer and heart disease) that requires a lengthy confinement or convalescence sufficient to exhaust an employee's accrued sick leave and vacation. Major Medical 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 unclassified employees, after five (5) years of full-time employment with the City, shall be entitled to eighteen months of special major medical leave at full pay with an additional six months at three-quarters 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 time only in any five year period.

## **ARTICLE XII: SPECIAL LEAVE**

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

An employee shall be granted military leaves of absence or separation with reinstatement rights in accordance with state reserve training for up to ten (10) 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, 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 2. Jury Duty Leave**

City employees, while serving upon a jury in any court of record, shall be paid their regular daily rate of pay for the period of time involved. Time so served upon a jury shall be deemed active service with the City of Gahanna for all personnel purposes.

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

Time off, with pay, shall be allowed City employees participating in any Civil Service exam or taking a required examination pertinent to their City employment before a State, County, or Federal Licensing Board.

### **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 taken at his/her own expense, or such time may be charged to vacation leave.

### **Section 5. Funeral Leave**

Any full-time employee shall be entitled to three consecutive workdays, including the day of the funeral, and may be granted two additional workdays with pay for extreme conditions, at the regular straight hourly rate, for death leave for a death in the immediate family, with written approval of the Department Head.

### **Section 6. Absence Without Leave**

An employee who is absent without leave for a period of three consecutive workdays is considered to have resigned, although such resignation may be rescinded, at the discretion of the Department Head, within thirty (30) calendar days of the date the worker became absent.

## Section 7. —Unpaid Leave

Any full-time employee shall be entitled to request three months 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. 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.

# **ARTICLE XIII: TUITION REIMBURSEMENT**

## Section 1. Tuition Reimbursement

Each employee who is subject to the provisions of this Agreement shall be eligible for a reimbursement of tuition in job-related courses of instruction voluntarily undertaken by him/her and approved by the appointing authority. 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 Employee from the City. 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 other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Department Head or his/her designee and with 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 would require an employee'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 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 an employee's tuition is fully covered by another governmental or private agency, then the employee is not entitled to any payment from the City.
- c. The Department of Human Resources shall create and maintain a current list of approved institutions for which reimbursement for tuition may be made under this Section. Only those institutions listed by the Department shall establish eligibility of the employee to receive reimbursement for tuition. Additional institutions may be added by forwarding an application for reimbursement to the Director of Human Resources. 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 after the employee presents an official certificate, or its equivalent, with a receipt of payment from the institution confirming satisfactory completion of the approved course with a grade of "C" or above.

- f. Employee must obtain their purchase order prior to enrollment from the Human Resources Department. 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 XIV: 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 a \$400 amount; Spouses enrolled in the City health insurance program may access the employee's \$400 allocation as well. Employees may receive the allocation as follows, but no reimbursement or payment will ever exceed the annual \$400 allotment:

<u>Items</u>	
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>
<u>Marathon/Race</u>	<ul style="list-style-type: none"> <li>• <u>\$25 per event</u></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/ <u>City of Gahanna Fitness Center</u>	<ul style="list-style-type: none"> <li>• \$25 per month incentive; 8 times per month attendance required <u>in any combination of runs/walks/use of the City of Gahanna Fitness Center.</u></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>
<u>Brown Bag Wellness Sessions</u>	<ul style="list-style-type: none"> <li>• <u>\$5.00 for each one attend over the required 2 minimum</u></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>• <del>6 Month Blood Screen Re-Check through Lab Corp</del></li> <li>• <u>Annual PSA</u></li> <li>• Annual Mammogram</li> <li>• <u>Annual Gynecological Exam</u></li> <li>• <u>Annual Testicular Exam</u></li> </ul>

	<ul style="list-style-type: none"> <li>• <u>Annual Whole-Body Skin Cancer Screen</u></li> <li>• <u>6 month blood screen with own healthcare provider</u></li> <li>• <u>Colonoscopy</u></li> <li>• <u>Flu Vaccine</u></li> <li>• <u>Pneumonia Vaccine</u></li> </ul> <p><b>EACH ITEM IS ELIGIBLE FOR A \$25 INCENTIVE PAYMENT PER CALENDAR YEAR</b></p>
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NO REIMBURSEMENT WILL EXCEED THE COST OF THE ORIGINAL ITEM

With the exception of smoking cessation products, tangible items such as equipment or physical fitness apparatus, aerobic videos, and food items are not reimbursable.

Healthy Merits (Meritain) Wellness, Inc will make any decision required regarding reimbursement eligibility, and employees may appeal the decision to the HR Director. The HR Director or designee would make the final decision.

This \$400 allotment is only reimbursable to an active employee 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 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, ~~2012~~ 2013. The employee must submit for reimbursement/payment by January 4, ~~2013~~ 2014 for payment to the employee by January 31, ~~2013~~ 2014. Any item not completed by December 31, ~~2012~~ 2013 and not submitted by January 7, ~~2013~~ 2014 WILL NOT BE REIMBURSED OR PAID. All reimbursements and payments are subject to applicable Federal, State, and local taxes.

## 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, I hereby agree as follows:

If, prior to completion of 12 consecutive months of service following my completion of the above referenced course, I should voluntarily resign from the City of Gahanna, or if my employment at the City is terminated for cause, to be determined solely by the City, I will repay the City the cost of the course in accordance with the following schedule:

One Month	I will repay 100%	Seven Months	I will repay 65%
Two Months	I will repay 95%	Eight Months	I will repay 55%
Three Months	I will repay 90%	Nine Months	I will repay 45%
Four Months	I will repay 85%	Ten Months	I will repay 35%
Five Months	I will repay 80%	Eleven Months	I will repay 25%
Six Months	I will repay 75%	Twelve Months	I will repay 15%

Any repayment required under this agreement will be due and payable in full to the City of Gahanna no later than 5:00 p.m. on my last day of employment. If required, and in accordance with any applicable state law, I authorize deductions to be withheld from my wages, salary, bonus, or other sums due me for any reason for amounts due the City of Gahanna in accordance with the above schedule.

Payment by the City of Gahanna for this course does not constitute a commitment by the City with respect to the duration of employment.

I have read the above agreement and agree to the terms included.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Human Resources

\_\_\_\_\_  
Date

**Wellness Program Participation Agreement**  
**2013 Plan Year**

**Current Participants (Unclassified, Supervisory, and Command Employees)**

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*A separate agreement needs to be completed by both employee and spouse, if spouse is covered under the City of Gahanna Health Plan.*

Your name (printed): \_\_\_\_\_

**Please check one of the following:**

- ☐ Employee of the City of Gahanna  
☐ Spouse of a participating Employee of the City of Gahanna

Name of spouse (printed): \_\_\_\_\_

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**PROGRAM REQUIREMENTS:**

To participate in the wellness incentive program and receive a discounted rate on my health insurance premium in 2013, I understand that I and my spouse (if covered) must complete or have completed the following:

1. Meet my Interactive Health Fitness Goal set from my 2011 Biometric Test (biometric screening must be completed by Saturday, November 24, 2012)
2. Complete on-line Health Risk Assessment with our wellness vendor in January 2013 with dates forthcoming.
3. Complete and sign a Participation Agreement for 2013 (this document)
4. **EMPLOYEES ONLY**—Attended (1) one hour mandatory employee meeting with Dr. Luter presented in January, 2012
5. **EMPLOYEES ONLY**—participated in two educational lunch time sessions in 2012
6. **EMPLOYEES ONLY**—participated in 2012 City of Gahanna Health Fair
7. Participation in telephonic Disease Management program if identified by wellness vendor for coaching. This requirement may be waived if participant completes and returns a Disease Management waiver form with doctor's signature.

As per ordinance, the employee premium portion is **15%**. However, participation in the wellness program may qualify you for a discounted rate. The level of discount is based upon the successful completion of goals:

- **6%:** Meet goal set from 2012 Biometric Test (Must complete biometric test in November 2013; Health Risk Assessment in January 2013)
- **10%:** Employee and/or spouse does not meet IHI goal score, but areas identified for improvement from the previous year's goal does show at least a 50% improvement from last year. If employee and/or spouse meets goal except for presenting a level of 2.0 ng/ml or higher for nicotine and/or a level of cotinine at 20.0 ng/ml or higher. \*

\*Employee and/or spouse would need to provide copy of the detailed report to Human Resources of individual category scoring supporting the improvement. This information would be kept confidential.



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To participate in the wellness program and be eligible for a discounted rate on my health insurance premium in 2014, I understand that I must do the following in 2013:

1. Complete and sign a Participation Agreement for 2014
2. Complete online Health Risk Assessment through City of Gahanna wellness vendor in November 2013.
3. Participation in telephonic Disease Management program if identified by wellness vendor for coaching. This requirement may be waived if participant completes and returns a Disease Management waiver form with doctor's signature.
4. EMPLOYEES ONLY—Attend (1) one hour mandatory employee wellness meeting in January 2013.
5. EMPLOYEES ONLY—participate in two educational lunch time sessions in 2013
6. EMPLOYEES ONLY—participate in November 2013 City of Gahanna sponsored wellness event (such as a health fair or similar activity)
7. Additional items identified on the new participation agreement if 2013 was my first year with the wellness program

The level of discount is based upon the successful completion of goals:

- **6% discount:** Meet goal set from 2012 Biometric Test (Must complete biometric test in November 2013; Health Risk Assessment in November 2013)
- **10% discount:** Employee and/or spouse does not meet goal(s) set through biometric screening, but areas identified for improvement from the previous year's goal does show at least a 50% improvement from last year. If employee and/or spouse meets goal(s) except for presenting a level of 2.0 ng/ml or higher for nicotine and/or a level of cotinine at 20.0 ng/ml or higher. \*

\*Employee and/or spouse would need to provide copy of the detailed report to Human Resources of individual category scoring supporting the improvement. This information would be kept confidential.

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Please indicate your understanding of the following by initialing each section.

**I understand that:**

\_\_\_\_\_ If I choose to not participate in the program or if I do not meet the requirements as listed above, I will pay a rate of 15% on my health insurance premiums for this plan year. If I participate in future years, I will need to meet the requirements of a new participant.

\_\_\_\_\_ I have a \$400 allotment available to me, or to share with my spouse who participates in the health insurance plan, to utilize tools and incentive provided under the wellness program (see Wellness Program Tools and Incentives).

\_\_\_\_\_ Tangible items (except for smoking cessation products) such as equipment or physical fitness apparatus, aerobic videos, and food items are not reimbursable. In addition, I understand that no reimbursement or incentive will be paid that would cause me to exceed my \$400 allotment. I also understand proof of attendance will be required as indicated, and that I will be required to submit the appropriate forms for reimbursement or payment.

\_\_\_\_\_ Should I enroll in the smoking cessation program and purchase smoking cessation products, 50% of these costs will be paid out of my \$400 allotment and the other 50% will be automatically deducted out of my paycheck, subject to any required federal and state taxes. In addition, I understand that the 50% payment from my \$400 allotment may not exceed the \$400, and therefore, anything above the allotment will also be deducted from my paycheck, subject to any required federal and state taxes. By signing this document, I authorize the City of Gahanna to deduct these amounts from my paycheck for myself or my participating spouse. If I am a participating spouse, these amounts will be deducted from my spouse, the employee for the City of Gahanna, who has also signed an agreement authorizing the appropriate deduction from his or her paycheck on my behalf.

\_\_\_\_\_ UMR (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.

\_\_\_\_\_ I have this \$400 allotment available to me as an employee or, as a participating spouse in the health insurance plan, to share with an employee, however, I fully understand this amount is only available and reimbursable to me while my spouse or I am an active employee with the City of Gahanna. The ending date of the service, program, exam, etc. that I am participating in or have received MUST fall on or before the last date of paid active work by the employee. I also understand that all items I am expecting reimbursement or an incentive payment for must be completed between January 1 and December 31, 2013, and they must be sent in for reimbursement/payment by January 3, 2014 so that the money may be paid to me by January 31, 2014. Any item not completed by December 31, 2012 and not submitted by January 4, 2013 WILL NOT BE REIMBURSED OR PAID.

\_\_\_\_\_ **Receiving Payment:** I may receive my reimbursements and incentive payments through an employee paycheck, subject to all federal, state, and local taxes, or through deposit into your Flexible Spending Account that would be assigned to me or my family, and be exempt from all taxes as long as the money is used for IRS recognized medical expenditures. I understand that should I have a participating spouse, the selection made by the employee is for both the employee and the spouse.

As a participating spouse, should we choose to receive reimbursements/payments in the employee paycheck or deposit into the Flexible Spending Account, I understand this is where the funds will be placed and understand I have no authority to request differently or request the money be given directly to me.

I further understand my/our selection must be made now, and will be the final decision for the 2013 calendar year. I understand we have the ability to change it at the end of 2013 for 2014. The Wellness Program is subject to City Council approval including program details, incentives, requirements and discounted rates. Any aspect of the program may be subject to change.

### Wellness Program Tools and Incentives

<u>Items</u>	<u>Details</u>
<b>Healthy Eating</b>	<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>
<b>Weight Watchers</b>	<ul style="list-style-type: none"> <li>• On-line or meetings; 50% of cost reimbursed; 10 of 13 weeks attendance required</li> </ul>
<b>Gym Memberships</b>	<ul style="list-style-type: none"> <li>• \$25 per month reimbursed; 8 times per month attendance required</li> </ul>
<b>Marathon/Race</b>	<ul style="list-style-type: none"> <li>• Up to \$20 per event.</li> </ul>
<b>Health and Fitness Programs</b>	<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>
<b>City of Gahanna Walking &amp; Running Program/City of Gahanna Fitness Center</b>	<ul style="list-style-type: none"> <li>• \$25 per month incentive; 8 times per month attendance required in any combination of runs/walks/use of City of Gahanna Fitness Center</li> </ul>
<b>Smoking Cessation</b>	<ul style="list-style-type: none"> <li>• 50% reimbursed</li> </ul>
<b>Disease Management</b>	<ul style="list-style-type: none"> <li>• \$25 incentive for initial telephonic assessment</li> </ul>
<b>Preventative Incentives</b>	<ul style="list-style-type: none"> <li>• Annual Physicals</li> <li>• Annual Dental Exam</li> <li>• Annual Eye Exam</li> <li>• Annual PSA</li> <li>• Annual Colonoscopy</li> <li>• Annual Testicular exam</li> <li>• Annual Mammogram</li> <li>• Annual Gynecological Exam</li> <li>• Annual Whole-Body Skin Cancer Screen</li> <li>• 6 month blood screen with own healthcare provider</li> <li>• Flu Vaccine</li> <li>• Pneumonia Vaccine</li> </ul> <p><b>EACH ITEM IS ELIGIBLE FOR A \$25 INCENTIVE PAYMENT PER CALENDAR YEAR</b></p>

**Note: Reimbursements will not exceed the original cost of the item. The preventative incentive rewards are not subject to this limitation.**

I choose the following (check one):

☐ Flexible Spending Account

(Deposit is not taxable; subject to normal IRS qualified medical expenses for FSA and FSA plan design; any amount deposited in to the FSA exceeding \$2,500 will be taxable; employee must be enrolled in the FSA to participate in this option and may not be within 180 days from their date of full-time employment.

☐ Added to employee paycheck

(Subject to all federal, state, and local taxes)

**Program Election: (select one)**

\_\_\_\_\_ **PARTICIPATING:** I have read all of the above and understand all of the requirements of the program and **am electing to participate in the program.** I understand the City of Gahanna has taken all appropriate and legal measures under HIPAA to ensure the confidentiality of all my information between Wellness Inc, UMR and Mount Carmel Corporate Health & Wellness. By signing I understand that I am agreeing to all of the participation requirements.

\_\_\_\_\_ **NOT PARTICIPATING:** I have read all of the above and understand all of the requirements of the program and **am not electing to participate in the program.** I understand that I will not be eligible to receive the discounted rate of health insurance premiums; however, I will still be eligible for the \$400 allotment.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed