

**CITY OF MAUMEE  
SALARIES, COMPENSATION, BENEFITS, TERMS  
AND CONDITIONS OF EMPLOYMENT OF  
DEPARTMENT DIRECTORS**

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**SALARIES, COMPENSATION, BENEFITS, TERMS AND CONDITIONS OF  
EMPLOYMENT OF DEPARTEMENT DIRECTORS:**

1. CITY ADMINISTRATOR/PUBLIC SAFETY-SERVICE  
DIRECTOR
2. FINANCE DIRECTOR/ASSISTANT MUNICIPAL CLERK
3. DIRECTOR OF LAW

You became an employee of the City voluntarily. Unless specified in a separate employment contract, your employment is at-will. At-will means that the City may terminate your employment at any time, with or without cause or advance notice, as long as we do not violate federal or state laws.

Sometimes the City may need to change, add, cancel policies and/or benefits. We want you to know that this could happen, and that the City has the right to make changes. The only exception is that the City will not change its employment-at-will policy.

**HOURS OF WORK**

**SECTION 1**

- 1.01 The average hours of work for Directors shall be eighty (80) hours per pay period, but the salaries set forth below shall encompass all hours of work for Directors regardless of the actual number of hours of work required.
- 1.02 Department Directors or Administrator shall not be eligible for paid overtime compensation. However, Directors and Administrator shall be allowed to accumulate compensatory time at straight time for all hours worked exceeding 55 hours in a week. However, designated holidays shall be considered hours worked for the purpose of calculating compensatory time. Total accumulation shall not exceed 360 hours.

**SICK LEAVE**

**SECTION 2**

- 2.01 Sick leave shall be defined as an absence with pay necessitated by:
  - (1) Illness or injury to the employee.
  - (2) Exposure of the employee to contagious disease communicable to other employees.
  - (3) The illness or injury of a member of the employee's immediate family, as defined herein, where the employee's presence is reasonably necessary.
  - (4) Death of a relative of an employee.
- 2.02 Immediate family is hereby defined, for purposes of sick leave, as:

- |                  |                      |
|------------------|----------------------|
| (1) Parent       | (8) Step-child       |
| (2) Step-parent  | (9) Mother-in-law    |
| (3) Guardian     | (10) Father-in-law   |
| (4) Sibling      | (11) Daughter-in-law |
| (5) Step-sibling | (12) Son-in-law      |
| (6) Spouse       | (13) Grandparent     |
| (7) Child        | (14) Grandchild      |

2.03 All covered employees who were hired on or before December 31, 2020 shall accrue sick leave at the rate of four (4) hours per pay period. All employees who were hired on or after January 1, 2021 shall accrue sick leave at a rate of three (3) hours per pay period. No employee shall accrue sick hours if their time off is otherwise unpaid or said time off is a condition of a disciplinary action.

2.04 Sick leave shall be used in whole hour increments rounded up.

2.05 No payment of salaries or wages shall be made to an employee for any period of absence or sick leave unless and until approved by the Mayor. The Mayor may require a license physician's verification of such, injury or absence before granting approval.

2.06 An employee may use up to three (3) consecutive days of sick leave without being examined by a licensed physician. However, in the event, an employee uses four (4) days or more consecutive or seven (7) days total in any one calendar year they are required to be physically examined by and provide note from a licensed physician.

2.07 Any absence from duty as a result of a claimed illness or injury may be verified, during the employee's normal working hours, by an authorized representative of the City.

2.08 No employee may be paid for a holiday listed in Section 6 if they are absent either the workday prior or workday after said holiday if on sick leave without a licensed medical doctor's certificate of inability to work.

2.9 Verification of ability of return to duty shall be submitted prior to and as a condition of return to duty and shall indicate:

- (1) The date of the employee's return to duty.
- (2) That the employee is not disabled from the performance of normal duties.
- (3) That the employee can perform the material and substantial duties of the assigned position.
- (4) That the employee's return to duty will not jeopardize the health and safety of other employees.

2.09 In all instances, the City Administrator or Mayor shall be notified of absence.

2.10 If a Director's return to duty said employee fails to submit the required sick leave approval form, the requested and/or required medical certification, or the Mayor finds there is not satisfactory evidence to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay or paid by other accrued leave if available.

2.11 Any abuse, patterned use, or falsification of reasons for use of sick leave shall be just and sufficient cause for disciplinary action or dismissal.

2.12 For those employees hired on or before December 31, 2007, sick leave shall accrue the rate specified herein for a total not to exceed one thousand four hundred (1,100) hours. For those employees hired between January 1, 2008 and December 31, 2020 sick leave shall be accrued at the rate specified herein for a total not to exceed seven hundred and twenty-eight (728) hours.

Such accumulation shall include hours earned and unused while employed by the City of Maumee and any hours transferred at the time of employment from any other municipality within the political subdivision or agency of the State of Ohio. For those hired after January 1, 2021 no accumulated sick time shall be accepted from any other jurisdiction as an inclusion to an employee's sick bank with the City of Maumee.

2.13 Employees who transferred sick leave hours to the City shall continue to accumulate City sick leave until such time that an employee's sick leave bank reaches the maximum combined jurisdiction accumulation as per the appropriate category above.

2.14 Sick leave hours used shall be the hours last accrued.

2.15 Each employee, shall be entitled to an additional 20 bonus vacation hours if said employees fails to use any sick leave during each preceding 6-month period in a calendar year, provided said employee is not off work for unpaid leaves related to disciplinary matters. Those employees hired on or after January 1, 2021 will not be eligible for bonus vacation hours.

2.16 However, absences due to injuries sustained while on duty with the City, as set forth in Section 3.01 of this Exhibit, shall not be reviewed negatively in determining eligibility for bonus vacation days.

2.17 Employees may, instead of time off, convert the vacation, bonus to cash. The conversion shall be of the amount of bonus vacation earned under the above schedule. Employees must designate, each year and in writing on forms provided by the Finance Department, whether the employee desires to have the sick leave bonus in time off as bonus vacation or as pay at the employee's rate of pay in effect on December 31st of each year.

2.18 In addition to the above, an employee who has five hundred (500) hours or more of sick leave earned and unused excluding transferred, accrued time from another jurisdiction, while employed by the City of Maumee may, upon completion of a sick leave conversion form provided by the Finance Department, request to convert the earned but unused sick leave to cash at the rate of one (1) hour of pay for two (2) hours of sick leave. Conversion of unused sick leave shall be of the sick leave accrued during the previous payroll year ending with the last full pay period. The conversion shall only apply to the hours accrued in the previous year and employees shall not be permitted to convert the hours which would place the employee's balance under five hundred (500) hours of sick leave earned and unused while employed by the City of Maumee. However, if an employee chooses the preceding payout, the number of sick leave accrual hours used for this cash conversion shall permanently reduce said employee's Maumee accrued sick leave bank and accrual cap referenced in this Ordinance by the amount of sick leave used to calculate a payout either annually or at separation unless otherwise specified in any other contract.

2.19 Any sick leave hours not converted shall continue to be accrued subject to the limitations set forth in Section 2 above. Said conversion shall be made by the first pay period in February of each year for the prior payroll year's accrued sick leave designated for conversion by the employee on the form provided by the Finance Department.

### **INJURY LEAVE**

#### **SECTION 3**

3.01 In the event a covered employee is absent due to a disabling injury incurred on duty, under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio, providing the extent of such injury or disability prevents such person from performing those duties as may be assigned and, provided further, such period shall not exceed sixty (60), eight (8) hour workdays. In order to be eligible, the employee must submit a City Employee Injury Report and a written statement from the attending physician or medical authority which:

- (1) Verifies the disability.
- (2) Indicates the cause of the injury.
- (3) Indicates that the employee is unable to perform the assigned duties and/or any workplace restrictions based upon job site analysis; and
- (4) States the employee's expected date of return to duty.

3.02 A written statement from the attending physician or medical authority shall be submitted by the employee to the City and shall set forth the nature of the injury and that the employee is unable to return to limited or regular duty.

3.03 In the event the Bureau of Workers' Compensation should deny any claim as not being sustained during and arising out of employment, disability pay charged to injury leave shall be charged to sick leave if the employee has enough sick days to utilize a specific claim.

3.04 In the event an employee has an insufficient number of accumulated sick leave hours to cover the number of hours charged to injury leave, a claim for which having been denied by the State of Ohio Bureau of Workers' Compensation, said employee shall be provided an opportunity for unpaid FMLA. Said employee's next regular paycheck and every check thereafter shall be reduced by an amount equal to the hours not covered by sick leave, not to exceed 50% of gross pay until the City is repaid for time utilized and advanced by the City.

3.05 If an employee returns to work prior to the expiration of the original sixty (60) workdays and then is disabled later due to the same injury incurred under the same terms and conditions as set forth in Section 3.01 above including a written statement from an attending physician or medical authority:

- (1) Verifying the disability.
- (2) Its cause by an earlier injury.
- (3) That the employee is unable to perform the assigned duties and/or any workplace restrictions based upon job site analysis; and
- (4) The date when such employee may resume performing the assigned duties.

The employee may use the unused portion of the sixty (60) workdays until such remaining injury leave is exhausted.

3.06 An employee, only on an approved injury leave as set forth above, may, at the City's discretion, be required as part of a transitional work program to work or be assigned other duties or limited duty, including an alternative schedule, during the period of disability at the employee's regular rate of compensation, provided, in the opinion of a physician or medical authority, the employee is sufficiently recovered from such injury to perform the duties as assigned.

3.07 In the event of a service-connected injury while in the active discharge of duty and for which the employee is entitled to temporary total payments from the Workers' Compensation Bureau, the employee shall receive his or her full pay from said employee's sick or other leave bank for a period not to exceed sixty (60), eight (8) hour workdays. On a case-by-case basis, and in the sole discretion of the Employer, such wage continuation may be continued for a period determined by the Employer.

3.08 Employees who are injured while on duty shall, as a condition of receiving injury leave, file for the Workers' Compensation benefits according to the Workers'

Compensation law and regulations immediately. Such filing shall, at the City's discretion, 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 employee must submit to the City all temporary total compensation which the employee receives from the Bureau of Workers' Compensation for the period the employee is receiving wages from the City for injury leave or any sick leave the employee elects to use as a result of the injury.

3.09 Injury leave shall be granted in not less than whole hours with a fraction of an hour being counted as the next full hour.

### **PARENTAL LEAVE**

#### **SECTION 4**

4.01 All covered employees, after completing ninety (90) calendar days of employment, will be granted, upon written request from the employee accompanied by a statement from a duly licensed physician or medical authority verifying the employee's pregnancy, parental leave commencing on such date recommended by the employee's duly licensed physician or medical authority that the employee can no longer safely perform the material and substantial duties and responsibilities of the position to which assigned and continuing up to, but not to exceed, ninety (90) calendar days after delivery, upon the terms and conditions set forth herein.

4.02 An employee granted such parental leave may use accumulated sick leave for any actual working days missed or take such parental leave without pay.

4.03 Written request to return to duty must be made by the employee thirty (30) calendar days before expiration of such parental leave or the employee shall be considered resigned.

4.04 Insurance benefits to employees shall be continued for an employee during the period of an approved parental leave taken without pay; provided, any applicable employee contribution for such coverage has been prepaid through the Director of Finance.

4.05 An employee returning to duty at the expiration of an approved parental leave shall be considered to have been in continuous service with the City for the period of the leave and shall return to the same or a comparable position held by the employee at the commencement of the parental leave.

4.06 The City of Maumee shall comply with the Family Medical leave act for employee request for parental leave.



**BEREAVEMENT LEAVE**

**SECTION 5**

5.01 All covered employees will be granted up to a maximum of three (3) scheduled eight (8) hour working days of leave with pay at the affected employee's regular rate of pay to arrange and attend services of a deceased member of their immediate family as defined in Section 2.02 above and including the employee's brother-in-law, sister-in-law, spouse's grandparent, or any relative residing in the household of the employee. Said days of leave for attendance at funerals for members of the immediate family or any relative residing in the household of the employee shall not be charged to sick leave. Employees shall be entitled to two (2) additional days if travel to the funeral is in excess of five hundred (500) one-way miles. Such bereavement leave must be used within six (6) weeks of the date of passing unless approved by the Mayor. Said approval shall only be approved in extenuating circumstances.

5.02 An employee may be granted additional days of bereavement upon written request to the Mayor to be taken as personal, or vacation leave at the employee's discretion.

**HOLIDAYS**

**SECTION 6**

6.01 The following days are hereby designated as holidays, with pay, for all covered employees. Holidays, as used in this Section, shall mean eight (8) hours. To be eligible for paid holidays, employees must work, or be in pay status, the regularly scheduled working days immediately preceding and following such holiday.

New Year's Day	January 1 (if on Saturday then designate Friday, if on Sunday then designate Monday)
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 (if on Saturday then designate Friday, if on Sunday then designate Monday)
Labor Day	First Monday in September
Veterans Day	November 11 (if on Saturday then designate Friday, if on Sunday then designate Monday)
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving.
Christmas Eve	if the 24 <sup>th</sup> on Saturday then designate Friday. If on Sunday, then designate Monday.

Christmas Day                                      December 25 (if on Saturday then designate Friday, if on Sunday then designate Monday)

6.03 In addition to the holidays set forth above, when New Year's Day (January 1) is on Tuesday, Wednesday, Thursday or Friday, only the afternoon immediately preceding is designated as a holiday.

### **PERSONAL LEAVE**

#### **SECTION 7**

7.01 In addition to the holidays provided for by Section 6 above, covered employees shall be afforded the ability to take personal leave at a maximum of forty (40) hours of personal leave with pay during each calendar year.

### **RETIREMENT OR RESIGNATION BENEFITS**

#### **SECTION 8**

8.01 Upon resignation or retirement, an employee who has not less than five (5) years of continuous service with the City, immediately prior to the retirement or resignation, shall be entitled to a cash payment equal to an amount of one-half of up to each employee's maximum, earned, accumulated sick leave bank as stipulated in Section 2 of this Ordinance. The employee will be paid one half of one thousand two hundred hours (1,200) or a maximum of six hundred hours (600) of accumulated unused sick leave earned in service to the City of Maumee to be paid at the employee's rate of pay at the time of separation unless otherwise specified in by contract. Furthermore, no employee hired after January 1, 2021 shall be paid more than a maximum of two hundred (200) hours of accumulated, unused sick leave earned in service to the City of Maumee.

8.02 Provisions of this Section shall not apply when an employee's termination of service is the result of a disciplinary action.

8.03 In addition, all employees upon separation of employment shall receive a cash payment for the employee's earned and unused vacation time, personal leave time, and compensatory time at the employee's rate of pay at separation. For those employees hired on or after January 1, 2021, the payout referenced above shall be paid at a rate average of the last five (5) consecutive years of service with the City or the average of years of served if less than five (5) years, whichever is less.

### **DEATH BENEFITS**

#### **SECTION 9**

9.01 Sick leave allowance to employees which has been earned and accumulated while employed by the City of Maumee and prior to termination of service as a result of the death of such employee in the amounts specified in Sections 2 and 8 shall be payable to the employee's designated beneficiary or beneficiaries at the employee's regular scheduled rate of pay at the time of said employee's termination of service by death.

9.02 All covered employees, provided that such employees have completed ninety (90) calendar days employment with the City of Maumee, shall be included in a group life insurance program containing convertibility rights upon termination of service in an amount equal to the employee's base annual salary with a minimum face value of salary equivalent , rounded to the nearest thousand dollars on January 1st of each year, and an accidental death and dismemberment clause of an amount equal to face value.

9.03 The amount of coverage, as provided in Section 9.02 above, shall be reduced pursuant to the contract of the group life insurance program in effect for those employees who have attained the age of sixty-five (65) years.

9.04 The entire premium for the group term life insurance program shall be paid by the City of Maumee.

## **HOSPITALIZATION, PHYSICIAN'S SERVICES, MAJOR MEDICAL INSURANCE**

### **SECTION 10**

10.01 All full-time employees and the dependents of such employees shall be eligible for coverage under the City group health plan, the premiums for which shall be paid by the City, subject to the following exceptions and conditions:

- (1) Said employee has been employed by the City for thirty (30) or more calendar days (the employee shall be covered the first day of the month following completion of thirty (30) days of employment).
- (2) Said employee must be considered full-time, non-seasonal, non-part-time to be eligible for coverage.
- (3) Said employee is a subscriber to said group health plan by having completed the necessary application forms and filed the same with the Commissioner of Human Resources and the Director of Finance; and has signed a payroll deduction form and filed the same with the Director of Finance authorizing a payroll deduction for the premium in excess of the City's share as set forth in Section 10.03.
- (4) Effective January 1, 2022, if the spouse of the employee is eligible for health care coverage, at a premium cost that which does not exceed \$250.00 per month for single coverage with the spouse's employer for premium share, the spouse must elect coverage from their own employer and shall not be eligible for coverage herein. In order to receive healthcare coverage from the City, the alternative coverage through the spouse's employer must provide comparable coverage and specific deductibles and copays as the City of Maumee for less than the \$250 mentioned above. For example, an employee's spouse being offered, from their employer, a \$5,000 deductible plan with no HRA or portion reimbursement is not considered comparable.

- (5) Each employee seeking coverage hereunder must certify by affidavit that his or her spouse is not eligible for and does not have healthcare coverage with another employer and/or for the amount stated above. It is the responsibility of the employee to notify the Employer of any change in this status.
- (6) If an employee chooses to participate in the City’s alternative healthcare plan (HSA), the City shall provide a healthcare savings account monthly stipend of \$100 and \$200 for single and family coverage respectively.

10.02 The City shall include dental and optical programs as a part of the employer group health plan, the cost for which shall be included as a part of the City's contribution formula set forth in Section 10.

10.03 The City shall make payments of such premiums for the group health plan (non-HSA) described above, to the extent of eighty-five percent (85%) and the employee shall pay the remaining fifteen percent (15%) through automatic payroll deduction. There will be no caps on Employee share commencing January 1, 2022. During 2021 all employees shall also pay the 15% or caps previously approved during the last revision of this ordinance of \$125 for single and \$250 for a family. No caps will exist after the end of 2021.

10.04 Employees recognize the right of the City, in its discretion, to secure alternate insurance carriers and/or modify coverage including cost sharing in the best interests of the City by simple motion or resolution of the City Council.

10.05 The Employer agrees to provide a “Wellness Program” for access by the employees covered by this ordinance.

**VACATION LEAVE**

**SECTION 11**

11.01 Employees shall be entitled to vacation leave as follows unless otherwise specified in a contract:

Up to 5 years of continuous service	-	80 hours
6 through 11 years of continuous service	-	120 hours
12 through 19 years of continuous service	-	200 hours
20 or more years of continuous service	-	240 hours

The Mayor shall have the authority to place an employee at any level depending on said employee’s education and experience.

11.02 Continuous service for purposes of the accrual of vacation leave of any employee shall not be deemed to have been interrupted by any period during which such employee was absent from employment on duly authorized leaves with pay or on any other absence from duty without pay granted by the Mayor.

11.03 Vacation leave shall accrue, as set forth above, for each completed full pay period in which the employee worked except for those on unpaid leave for more than fifteen (15) days. In order for an employee to accrue vacation leave, they must not be tardy or absent without pay for more than one (1) hour in a pay period unless the Mayor authorizes differently. Such vacation leave shall be taken after accrual and within the anniversary year during which the employee becomes entitled thereto, subject to the following exceptions:

- (1) Vacation leave may be postponed or advanced for the convenience of the City.
- (2) All vacation leave must have prior approval by the Mayor .
- (3) Unused vacation leave, to a maximum of eighty (80) hours, may be carried over up to one (1) year from the employee's anniversary date of the year in which accrued; provided, the requested carryover is approved in writing by the Mayor unless specified by contract. All other unused vacation leave, not including any vacation accrued during the current anniversary year, shall be paid to the employee in a cash payment based on the employee's rate of pay on the day before the employee's anniversary date times the unused vacation leave hours. Said vacation leave payment will be made on the pay date for the first full pay period completed after the employee's anniversary date, unless specified in another contract.

11.05 In the event an employee's service is severed for any reason, the employee shall be paid a cash payment for the employee's unused vacation time at the employee's rate of pay when separation occurs.

11.06 Vacation leave shall be allowed and taken in whole hours with a fraction of an hour being counted as the next full hour subject to the conditions set forth above.

### **LONGEVITY PAY**

#### **SECTION 12**

12.01 Longevity pay shall be paid in accordance with the following:

- (1) All covered employees who have completed five (5) full calendar years of continuous service with the City shall be entitled to annual longevity payments of \$900.
- (2) All covered employees hired after January 1, 2010 shall not be eligible for longevity pay.

12.02 All such longevity pay shall be paid in a lump sum by the first pay period in February of each calendar year.

### **TRAVEL AND MILEAGE ALLOWANCE**

#### **SECTION 13**

13.01 The City shall either pay or reimburse the mileage rate approved by the Internal Revenue Service, plus parking charges and tolls, for travel on official business for the City in their privately owned automobiles; provided however, such travel must be authorized the Mayor or contract.

13.02 The City either pay or reimburse for reasonable costs for meals (excluding alcohol) for the employee, and for lodging for the employee ONLY, provided that detailed receipts for such lodging and/or meals shall be submitted to the Director of Finance.

### **NONDISCRIMINATION**

#### **SECTION 14**

14.01 The City shall not discriminate against any employee(s) on the basis of age, gender, sexual orientation, race, religious affiliation, gender, disability, marital status, national origin, or political affiliation.

14.02 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders, shall be construed to include all of said genders. Using either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of gender.

### **CIVIC LEAVE**

#### **SECTION 15**

15.01 All covered employees will be granted, upon written request from the employee, civic leave upon the terms and conditions set forth herein.

15.02 Whenever any covered employee is required to be absent from work by summons for jury duty or by a proper subpoena issued by a court or commission legally empowered to subpoena witnesses which compels the employee's presence as a witness, unless the employee is a party to the proceedings or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with the summons or subpoena; provided, the employee presents evidence of having served as a juror or witness; and provided further, that such employee has submitted a copy of the summons or subpoena to the Department Head prior to the date the employee will be required to be absent from work. If said employee is dismissed by a court of competent jurisdiction more than 3 hours before the end of his or her regular shift, they must return to work for the remainder of the workday.

### **MILITARY LEAVE**

#### **SECTION 16**

16.01 Any covered employee who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to military leave and receive the difference in pay between employee military and City pay during which time the employee is engaged in the performance of official duty or training under competent orders.

16.02 While on such leave, such employee shall be paid the employee's regular rate of pay, minus any military pay eligible for or received, not to exceed a total of twenty-two (22) eight (8) hour work-days in any payroll year; provided however, to receive payment of salary, an employee must, prior to the leave, file with the Mayor a copy of official orders, and upon return, a certification from the Commanding Officer of the performance of duty in accordance with the terms of the orders.

## **RESIDENCY**

### **SECTION 17**

17.01 The Directors and Administrator shall reside within Lucas County, Ohio or in any contiguous county during the time of employment.

## **LEAVE OF ABSENCE**

### **SECTION 18**

18.01 Covered employees may be granted a leave of absence, without pay, upon the approval of the Mayor, and for good cause shown, for a period not to exceed sixty (60) days in any payroll year so long as the employee has exhausted all other eligible available leave time.

18.02 For purposes of this Section, searching for and/or pursuing other employment or working at another job not related to City function shall not serve as good cause.

18.03 A leave of absence without pay may be extended not to exceed sixty (60) days at the discretion of the Mayor.

18.04 An employee on an approved leave of absence of fifteen (15) working days or less shall be afforded continued coverage of hospitalization and other insurance benefits during the period of the leave of absence; provided, any applicable employee contribution for such coverage has been deposited with the Director of Finance prior to the commencement of the leave of absence.

18.05 An employee on an approved leave of absence who fails to prepay any necessary employee contributions or premiums, may be subject to immediate cancellation of the additional approved leave mentioned above.

18.06 An employee on an approved leave of absence shall cease to accrue vacation , sick, compensatory leave, and/or other benefits for any pay period during which the employee is on the leave of absence.

18.07 An employee who fails to report to duty at the end of an approved leave of absence on the date specified by the Mayor shall be considered severed from City employment.

18.08 An employee who uses a leave of absence for purposes other than the reason for which the leave was granted shall be subject to termination.

### **PAYROLL YEAR, PAY PERIODS, AND PAY DATES**

#### **SECTION 19**

19.01 As used throughout this Exhibit, the payroll year shall constitute all days of any pay period, the pay date for which falls within the calendar year. The payroll year is the same as the tax year for reporting earned income on Form W-2 for the Internal Revenue Service. The payroll years covered in part, or in whole, by this Exhibit are:

2021 – December 21, 2020 to December 19, 2021

19.02 For the purpose of paying salaries and other compensation for covered employees, the pay periods shall be bi-weekly periods.

19.03 The pay date for salaries and compensation due covered employees, as established by this Ordinance for each pay period, shall be the Monday next following the expiration of each bi-weekly pay period; provided however, when such Monday is a holiday, as set forth in Section 6, the pay date shall be the workday immediately preceding any such designated holiday. The City Council or the Mayor shall have the authority, by resolution, motion, or order to increase the following wages ranges in the best interests of the City unless otherwise specifically contracted.

### **BASE SALARY**

#### **SECTION 20**

20.01 The base salaries for the positions covered by this Ordinance shall be calculated based on two thousand eighty (2080) hours equaling the herein listed annual salaries.

### **SALARY/COMPENSATION**

#### **SECTION 21**

21.01 The compensation of the City Administrator/Director of Public Safety and Public Service, the Director of Finance/Assistant Municipal Clerk, and the Director of Law shall be administered by contract and/or as follows:

Salary ranges established herein reflect the proper relationship to ranges of comparable jobs in the public sector and to the ranges of comparable and subordinate positions in the City. The range allows actual compensation to reflect the various levels of contribution anticipated of incumbents of differing skill levels.



The Mayor shall establish the salaries of the Directors. Those salaries shall reflect the level of contribution of the incumbent in carrying out the function of the position/s.

The salary range of the Directors shall be:

	<u>Minimum</u>	<u>Maximum</u>
Administrator/Safety-Service Director	\$110,000	\$170,000
Finance Director/Asst. Municipal Clerk	\$90,000	\$130,000
Director of Law	\$90,000	\$130,000

**MANAGEMENT RIGHTS**

**SECTION 22**

22.01 Nothing in this Exhibit shall be construed as delegating to others the authority conferred by law upon the City or in any way abridging or reducing such authority.

22.02 The employees recognize that except as specifically limited or abrogated by the terms and provisions of this Exhibit, all rights to manage, direct, or supervise the operations of the City and all of the employees are vested solely and exclusively with the City and/or its designated representatives.

22.03 Not by way of limitation of this paragraph, but to only indicate the type of matters or rights which belong to, and are inherent with the City, the City retains the right to:

- (1) Hire and transfer employees.
- (2) Discharge, suspend, or discipline employees.
- (3) Determine the number of persons required to be employed, laid off, or discharged.
- (4) Determine the starting and quitting time and the number of hours to be worked by its employees.
- (5) Make any and all rules and regulations. In the best interests of the city
- (6) Determine the work assignments of its employees.
- (7) Determine the basis for selection, retention, and promotion of employees.
- (8) Determine the type of equipment used and the sequence of work processes.
- (9) Determine the making of technological alterations by revising either process or equipment, or both.
- (10) Determine work standards and the quality and quantity of work to be produced.

- (11) Select and locate buildings and other facilities.
- (12) Establish, expand, and/or consolidate work processes and facilities.
- (13) Transfer or subcontract work; Consolidate, merge, or otherwise transfer any or all its facilities, property, processes of work with, or to, any other entity or effect or change, in any respect, the legal status, management, or responsibility of such property, facilities, processes of work.
- (14) Terminate or eliminate all or any part of its work, workforce, and/or facilities.

22.04 In addition, the employees agree that all the functions, rights, powers, responsibilities, and authority of the City, in regard to the operation of its work and business, and the direction of its workforce which the City has not specifically abridged, deleted, granted, or modified by the expressed and specific written provisions of this Ordinance are, and shall remain, exclusively those of the City and shall not be subject to the grievance procedure.

### **INTERNAL REVENUE SERVICE SECTION 125 PLAN**

#### **SECTION 23**

23.01 Effective the first pay period following approval by the appropriate governmental agencies, the City will implement an I.R.S. Section 125 Plan to allow a pre-tax deduction of the employee's share of premiums/contributions paid for health insurance, dental insurance, Ohio Municipal League accident insurance, or flexible spending accounts.

23.02 To participate in the Section 125 Plan, an employee must meet the conditions for eligibility of the insurance policy(ies); which provide the benefits, be responsible for paying all or part of the applicable premiums/contributions, and complete and file the necessary forms with the Department of Finance.

### **RETIREMENT PICK-UP (Tax Deferment on contributions)**

#### **SECTION 24**

24.01 As permitted by the Internal Revenue Service and Ohio Public Employees Retirement System (OPERS), and the Ohio Police and Firemen's Disability and Pension Fund (OPF), the Employer agrees to implement the "salary reduction" method for pension "pick-up". Such plan will take effect upon approval of the pension board and appropriate governmental agencies.

24.02 The employee's gross pay will be reduced by the employee's contribution rate, which amount will be forwarded to OPERS and OPF. Any other deductions will then be made from the reduced salary for that period. The reduced salary shall be the income reported on the employee's W-2 form, thus deferring taxes on the pension contribution and increasing the employee's take-home pay.

### **DRUG AND ALCOHOL TESTING**

**SECTION 25**

25.01 Drug/Alcohol screening/testing shall be conducted at any time randomly and at times of pre-employment, annual physical, if given, for reasonable suspicion, or otherwise in accordance with the Drug Free Workplace Policy (DFWP) of the City of Maumee. Under no circumstances may the results of drug/alcohol screening or testing be released without following HIPPA guidelines or court order. This procedure shall not preclude the Employer from other administrative action.

**EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**SECTION 26**

26.01 The Employer shall establish an Employee Assistance Program to assist employees in dealing with problems. The Employer agrees to allow rehabilitation employees who are first time drug and alcohol abusers, only if reasonably practical, and otherwise in accordance with the Drug Free Workplace Policy (DFWP) of the City of Maumee. Employees will not normally be discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined or discharged.

26.02 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action or discrimination in employment. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

**FAMILY & MEDICAL LEAVE ACT**

**SECTION 27**

27.01 The City agrees to be bound by the provisions of the Family & Medical Leave Act of 1993, and as set forth herein below:

27.02 Any leave taken by any employee, whether paid or unpaid, for the following reasons, shall be applied against the employees' entitlement to twelve (12) work weeks of leave during the twelve (12) month period of commencing with the first use of the leave:

- (1) The birth of a son or daughter, and to care for the newborn child.
- (2) The placement with the employee of a son or daughter, or parent with a serious health condition; and,
- (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- (4) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

27.03 The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

27.04 Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family & Medical Leave Act shall not be reduced to comply with said Act.

27.05 No employee shall lose seniority during the period off which is attributable to the Family & Medical Leave Act.

### **EDUCATION AND TRAINING**

#### **SECTION 28**

28.01 An employee may request tuition reimbursement for additional schooling or training and professional certifications, above and beyond the training required by the City, relative to the performance of the employee's job duties. Tuition reimbursement may be authorized by the Mayor if it is determined that such additional training will be of sufficient benefit to the City.

28.02 In order to qualify for tuition reimbursement, the employee must have prior written approval of the Mayor, submit evidence of successfully completing the class/s and/or training with a grade of 80% or higher for undergraduate work, 90% or higher for graduate level work, and 95% for post graduate work and/or its equivalent and submit a statement or invoice of the tuition or certification fees with proof of payment.

### **DURATION, REPEAL, AND CONFLICTS**

#### **SECTION 29**

29.01 Any ordinance, resolution, or part thereof pertaining to the subjects treated in this Ordinance and which are inconsistent with said ordinance are hereby, repealed to the extent so inconsistent.

29.02 This Ordinance supersedes, cancels, and repeals all previous methods of calculating compensation; verbal, written, or based on alleged past practices between the City and its employees, or representatives of employees, and constitutes the entire method for calculation of employee compensation unless otherwise specified by contract.

29.03 If any provision of this ordinance, or any application of the provisions of this ordinance, conflict with federal or state laws or rulings, now or hereafter enacted or issued, such provisions or applications shall be inoperative; however, the remaining provisions hereof shall remain in effect.