

CITY OF MAUMEE
SALARIES, COMPENSATION, BENEFITS, TERMS
AND CONDITIONS OF EMPLOYMENT OF
MANAGEMENT AND SUPERVISORY PERSONNEL

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1	HOURS OF WORK	2
2	SICK LEAVE	3
3	INJURY LEAVE.....	6
4	PARENTAL LEAVE.....	8
5	BEREAVEMENT LEAVE.....	9
6	HOLIDAYS	9
7	PERSONAL LEAVE	10
8	RETIREMENT OR RESIGNATION BENEFITS	10
9	DEATH BENEFITS.....	11
10	HOSPITALIZATION, PHYSICIAN'S SERVICES, MAJOR MEDICAL INSURANCE	11
11	VACATION LEAVE	13
12	LONGEVITY PAY.....	15
13	OVERTIME COMPENSATION	15
14	ADDITIONAL COMPENSATIONS	17
15	TRAVEL AND MILEAGE ALLOWANCE	17
16	NONDISCRIMINATION.....	18
17	CIVIC LEAVE	18
18	MILITARY LEAVE	19
19	UNIFORMS	19
20	RESIDENCY	20
21	REDUCTION IN FORCE	20
22	LEAVE OF ABSENCE.....	20
23	PAYROLL YEAR, PAY PERIODS, AND PAY DATES	21
24	STEP ADVANCEMENT	21
25	BASE SALARY.....	22
26	MANAGEMENT AND SUPERVISORY RANGES	22
27	SALARY / COMPENSATION	23
28	MANAGEMENT RIGHTS	23
29	INTERNAL REVENUE SERVICE SECTION 125 PLAN	25
30	RETIREMENT PICK-UP	25
31	DRUG AND ALCOHOL TESTING.....	25
32	EMPLOYEE ASSISTANCE PROGRAM (EAP).....	25
33	FAMILY & MEDICAL LEAVE ACT	26
34	EDUCATION AND TRAINING.....	26
35	DURATION, REPEAL, AND CONFLICTS.....	27

**SALARIES, COMPENSATION, BENEFITS, TERMS AND CONDITIONS OF
EMPLOYMENT OF MANAGEMENT AND SUPERVISORY PERSONNEL:**

1. CHIEF OF FIRE
2. CHIEF OF POLICE
3. CHIEF BUILDING OFFICIAL
4. MUNICIPAL PROSECUTOR
5. ASSISTANT FINANCE DIRECTOR
6. ASSISTANT CHIEF OF POLICE
7. CHIEF OF BUREAU OF FIREFIGHTING
8. CHIEF OF BUREAU OF FIRE PREVENTION, AMBULANCE &
EMERGENCY SERVICE
9. ASSISTANT COMMISSIONER OF TAXATION/ACCOUNTANT II
10. COMMISSIONER OF HUMAN RESOURCES
11. SUPERINTENDENT OF PUMPING & DISTRIBUTION
12. SUPERINTENDENT OF WASTEWATER PUMPING &
COLLECTION
13. SUPERVISOR – DEPARTMENT OF PUBLIC SERVICE
14. ASSISTANT SUPERVISOR – DEPARTMENT OF PUBLIC
SERVICE
15. ASSISTANT SUPERINTENDENT OF WASTEWATER
PUMPING & COLLECTION
16. ASSISTANT SUPERINTENDENT OF PUMPING &
DISTRIBUTION
17. SUPERVISOR OF UTILITY BILLING
18. ZONING ADMINISTRATOR
19. CAPITAL PROJECTS MANAGER
20. IT MANAGER
21. PAYROLL COORDINATOR

HOURS OF WORK

SECTION 1

1.01 The hours of work for:

1. CHIEF OF FIRE
2. CHIEF OF POLICE
3. BUILDING OFFICIAL
4. MUNICIPAL PROSECUTOR
5. ASSISTANT FINANCE DIRECTOR
6. ASSISTANT CHIEF of POLICE
7. CHIEF OF BUREAU OF FIREFIGHTING
8. CHIEF OF BUREAU OF FIRE PREVENTION, AMBULANCE & EMERGENCY SERVICE
9. HUMAN RESOURCES COMMISSIONER
10. ASSISTANT COMMISSIONER OF TAXATION
11. ZONING ADMINISTRATOR
12. CAPITAL PROJECTS MANAGER
13. IT MANAGER
14. PAYROLL COORDINATOR

You became an employee of the City voluntarily. Unless you were presented with and agreed to an 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.

1 through 14 above are considered salaried employees and as such are not eligible for overtime and/or compensatory time unless their hours worked exceed 50 hours in a work week. However, designated holidays shall be considered hours worked for the purpose of calculating compensatory time.

All other non-exempted, covered, eligible employees shall be eligible for overtime compensation and/or compensatory if their hours worked exceed 40 hours in a work week as suggested in the Federal Fair Labor Standards Act (FLSA). However, designated holidays shall be considered hours worked for the purpose of calculating overtime. Generally, these employee's work hours shall be eight (8) hours per day, five (5) days per week, and fifty-two (52) weeks per year. However, there may be a time necessary when these hours may need to and may be adjusted in the best interests of the City.

1.02 The hours of work for covered employees not eligible for overtime compensation by Section 13.01 Compensatory time accrual herein shall be generally after said employee actually works in excess of one hundred (100) hours per pay period, on average, although hours may be more or less depending on whether duty necessitates.

1.03 Subject to prior approval by a supervisor in consultation with the appropriate Director, hours worked for eligible employees, over one hundred (100) hours in any pay period may be generally taken as time off during the next eight (8) pay periods.

All additional accruals and/or time off for eligible and/or non-eligible employees shall be recommended to the appropriate Director by each Commission/Chief/Supervisor as the situation warrants.

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 hours 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 appropriate Director and the City Administrator or the Administrator's designee. The appropriate Department Director and/or City Administrator may require a licensed physician's verification of such illness, injury or absence before granting approval.

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

2.09 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.

2.10 In all instances, the immediate supervisor or Department Director shall be notified before the employee's starting time for each day of absence except for those days previously approved.

2.11 If upon an employee's return to duty said employee fails to submit the required sick leave approval form, the requested and/or required medical certification, or the Department Director, or the Mayor in the case of a Department Director, 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. The appropriate Department Director and/or City Administrator may, in any case, require a licensed physician's written verification of such illness, disability, or absences prior to approving the sick leave request.

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

2.13 For those employees hired prior to December 31, 2000 sick leave shall accrue at the rate specified herein and shall not exceed one thousand nine hundred and twenty (1,920) hours.

For those employees hired between January 1, 2001 and December 31, 2005, sick leave shall accumulate at the rate specified herein for a total not to exceed one thousand seven hundred and twenty (1,720).

For those employees hired between January 1, 2006 and December 31, 2010 sick leave shall accrue the rate specified herein for a total not to exceed one thousand five hundred and sixty (1,560) hours.

For those employees hired between January 1, 2011 and December 31, 2015 sick leave shall accrue at the rate specified herein for a total not to exceed one thousand and forty (1,040) hours.

For those employees hired between January 1, 2016 and December 31, 2019 sick leave shall be accrued at the rate specified herein for a total not to exceed nine hundred and twenty (920) hours.

For those employees hired between January 1, 2020 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.

For those employees hired after January 1, 2021 sick leave shall be accrued at the rate specified herein for a total not to exceed five hundred and twenty (520) 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 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 any employee's sick bank with the City of Maumee.

2.14 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 jurisdictional accumulation as per the appropriate category above.

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

2.16 Each employee shall be entitled to an additional 20 bonus vacation hours if said employee 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 of absence and/or administrative paid or unpaid leaves related to disciplinary matters. Those employee's hired on or after January 1, 2021 will not be eligible for bonus vacation hours.

2.17 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 used negatively in determining eligibility for bonus vacation days.

2.18 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.

2.19 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 accrual cap referenced in (2) of this document by the amount of sick leave used to calculate a payout either annually or at separation.

2.20 Any sick leave hours not converted shall continue to be accrued subject to the limitations set forth in Section 2.14 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.

2.21 An employee shall not be considered on sick leave on scheduled day(s) off and holidays unless regularly assigned to duty on such days.

2.22 At the Employer's sole discretion, with the employee's agreement, on a case-by-case basis, an employee who is otherwise eligible for sick leave, may be eligible for light duty, if available, in his or her department. Light duty, if offered, shall be secondary to and not impede, light duty for work-related injuries.

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. The City pays the first 480 hours only for those eligible for workers Compensation, 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 employees 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 shall comply with the Family Medical Leave Act as it relates to all employee requests 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 City Administrator. Said approval shall only be given in extenuating circumstances.

5.02 An employee may be granted additional days of bereavement upon written request to the appropriate Department Director and the City Administrator 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 24 th on Saturday then designate Friday. If on Sunday, then designated Monday.

Christmas Day

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

6.02 In addition to the holidays set forth above, when New Years 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, provided that the employee has completed ninety (90) calendar days of employment. For persons hired on or after January 1, 2021 shall be afforded twenty-four (24) hours in a calendar year and personal leave available to an employee shall be prorated during the first year of employment.

7.02 Written requests for use of personal leave shall be submitted to the Department Director and must be approved before said employee is authorized to be absent from duty.

7.03 Such personal leave hours, upon approval, may be used in whole hours only with a fraction of an hour being counted as the next full hour. Personal leave hours not used within the calendar year shall not accumulate and carry over to a subsequent calendar year. Requested personal leave may be denied in the event such personal leave will unduly handicap the operation of the particular division or department.

RETIREMENT OR RESIGNATION BENEFITS

SECTION 8

8.01 Upon resignation or retirement, any employee who has five (5) years or more of continuous service with the City, immediately prior to 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 (2.14) of this document. In no case will any employee hired prior to December 31, 2020 be paid more than 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. 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 the time of 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 5 consecutive years of service with the City or the average of years 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 Section 2, 2.14 and Section 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 provided said deceased employee was continuously employed by the City for at least five (5) continuous years just prior to 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 base annual salary with a minimum face value of \$50,000, 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 on behalf of each employee who is eligible.

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) Such 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) Such employee must be considered a full-time, non-seasonal, non-part-time to be eligible for coverage.
- (3) Such 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,

Said employee has signed a payroll deduction form and filed the same with the Commissioner of Human Resources and the Director of Finance authorizing a payroll deduction for the premium in excess of the City's premium share of eighty-five 85% of the total premium per month as set forth in Section 10.03. Said premium share for an employee, their spouse, or legal dependent shall not exceed the amounts stated 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 with the spouse's employer for premium share, the spouse must elect coverage from their own employer and shall not be eligible 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 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 at less than the amount referenced in Section 10.01. It is the responsibility of the employee to notify the Employer of any change in this status.
- (6) Commencing January 1, 2022 If an employee choses to participate in the City's alternative health care 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 Beginning January 1, 2022 the City shall make payments of such premiums for the non-HSA group health plan described above, to the extent of eighty-five percent (85%) and the employee shall pay the remaining fifteen percent (15%) through automatic payroll deduction. 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 hired prior on or before December 31, 2008 shall be entitled to vacation leave as follows:

1 through 5 years of continuous service	-	80 hours
6 through 11 years of continuous service	-	120 hours
12 through 19 years of continuous service	-	160 hours
20 through 24 years of continuous service	-	200 hours
25 or more years of continuous service	-	240 hours

Employees hired on or after January 1, 2009 through December 31, 2020 shall be entitled to vacation leave as follows:

1 through 5 years of continuous service	-	80 hours
6 through 11 years of continuous service	-	120 hours
12 through 19 years of continuous service	-	160 hours
20 or more years of continuous service	-	200 hours

Employees hired on or after January 1, 2021 shall be entitled to vacation leave as follows:

1 st year of continuous service	-	40 hours
2 through 5 years of continuous service	-	80 hours
6 through 15 years of continuous service	-	100 hours
15 through or more years of continuous service	-	130 hours

Covered employees shall not be allowed to use any prior service with other employers, political subdivisions, special districts of the State of Ohio, or the State of Ohio counted as continuous service for purposes of accrual of vacation leave or any other paid leave. For purposes of this section hired means hired as a full-time employee. Part-time or volunteer service shall "hire date" shall not be utilized to determine hire date for purposes accruals.

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 for less than fifteen 15 days granted by the appropriate Department Director. However, Continuous service will be deemed interrupted for the time that an employee is on paid or unpaid administrative leave for a disciplinary matter.

11.03 Vacation leave shall accrue, as set forth in Section 11.01 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 appropriate Department Director authorizes up to the 15 days referred to in section 11.03. 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 shall not be utilized during an employee's first 6 months of employment; nor shall such leave be in excess of the number of hours accrued at any time. The City shall not loan leave time in advance.
- (2) Vacation leave may be denied, postponed by the appropriate Department Director in the best interests of the City.
- (3) All vacation leave must have prior approval, in writing, by the Department Director and the City Administrator.
- (4) Use of vacation leave in excess of one hundred twenty (120) consecutive hours at one time shall be allowed only upon prior written approval of the City Administrator after consultation with the appropriate Director.
- (5) 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 City Administrator after consultation with the appropriate Director. 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.

11.04 In the event an employee's service is discontinued because of termination for cause or resignation in lieu of termination, the employee shall be paid a cash payment for the employee's unused vacation time at the employee's rate of pay calculated by averaging the last five (5) years rate of pay or the average of the last consecutive years of service if less than five (5) whichever is less. In the event an employee retires or resigns for a reason other than discipline or in lieu of termination then said employee shall be paid a cash payment for the employee's unused vacation time at the rate of pay at separation.

11.05 In the event an employee's separation of service is not for cause, the employee shall be paid a cash payment for the employee's unused vacation time at the employee's rate of pay at the time of separation.

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 hired on or before December 31, 2009 who have completed five (5) full calendar years of continuous service with the City shall be entitled to annual longevity payments according to the following schedule.

COMPLETED CALENDAR YEARS OF SERVICE	AMOUNT
5 years through 9 years	\$ 600.00
10 years through 14 years	\$ 900.00
15 years through 19 years	\$1,200.00
20 years through 24 years	\$1,500.00
25 years or more	\$1,800.00

- (2) All covered employees hired between January 1, 2010 and December 31, 2015, who have ten (10) full calendar years of continuous service with the City shall receive \$450 for 15 through 19 years of service, \$750 for 20 years of service or more.
- (3) All covered employees hired after January 1, 2016 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 for the preceding calendar year.

OVERTIME COMPENSATION

SECTION 13

13.01 If approved by the Department Director, all covered employees of the City except the Chief of Police, Chief of Fire, Building & Zoning Inspectors, Zoning Administrator, Capital Projects Manager, Commissioners of Public Service, Assistant Director of Finance, Commissioner of Human Resources, Assistant Commissioner of Taxation and Municipal Prosecutor, Assistant Police Chief, Chief of Bureau of Firefighting, Chief of Bureau of Fire Prevention, Ambulance, and Emergencies Services and IT Manager shall receive, in addition to base pay, compensation for hours worked in excess of the 40 hours the employee actually works in any given week.

13.02 For purposes of this Section, "Actually Work" shall mean generally, the forty (40) hour workweek to which the employee is performing their duties; "Full shift" shall mean eight (8) hours of work. "Continuous time" shall begin when the employee starts work and shall be deemed interrupted by a lunch period. "Callout hours" shall mean unscheduled overtime only and does not include meetings, travel, or any other events which have been scheduled in advance prior to the end of said employee's regular shift end. Such compensation for unscheduled hours in addition to base pay, shall be as follows:

- (1) For hours employees who are exempted per Section 1 above and are not regularly scheduled to work or for hours traveling to or from approved training or conferences when such travel occurs on other than regularly scheduled hours of work of continuous time after the employee has worked more than fifty (50) hours said employee shall be paid , at the rate of straight time for said extra hours. On call time, when not participating on a an actual call/service run is not eligible to be counted toward the “actually worked” calculation.
- (2) For all unscheduled hours of non-exempted employees listed in Section 1 above, from 12:00 a.m. Sunday until 12:00 a.m. Monday and on Holidays, as defined in Section 6 above, at the rate of time and a half or one-hundred and fifty (150%).

13.03 Supervisory employees who are eligible for overtime compensation by Section 13.01 above shall receive said overtime compensation for no less than two hours (2) when called out with the approval of an employee's Department Director for duty not scheduled in advance or not abutting or overlapping their scheduled duties; provided however, that all subsequent callouts for such employee which fall within two hours (2) of the first callout be counted as a part thereof and that each affect Supervisor may be required to work the entirety of the call out period.

13.04 Covered, non-exempted employees may receive, in lieu of said overtime, time off (compensatory time not more than a 100-hour accumulation) with pay at the rate so specified above; provided however, that any such time off with pay be scheduled subject to the approval of the Department Director and further subject to the following conditions:

- (1) Said compensatory time shall be given in lieu of pay, and if the weekly overtime meets or exceeds forty (40) hours, may be split equally between pay and compensatory time to the nearest whole hour.
- (2) Compensatory time which is unscheduled as time off may be accrued by an employee up to an amount not to exceed one hundred (100) hours at any one time. Any overtime hours worked which would result in an excess of one hundred (100) hours unscheduled compensatory time shall be paid on the pay date for the pay period in which the hours were worked and consistent with subparagraph (1) above.
- (3) Compensatory time may be taken as time off, upon approval, or scheduled off provided no more than one hundred (100) hours of compensatory time can be utilized in a payroll year.
- (4) All other employees covered by this ordinance and exempted as per section 1 and 13.01 of this ordinance are consider salaried. However, they shall be eligible for overtime and/or compensatory time at straight time for all work performed over 50 hours in a week with a maximum accumulation of two hundred (200) hours accumulated after the adoption of this ordinance. All

such time must be approved, prior to accumulation and/or payout by the appropriate Department Director.

13.05 Department of Public Service Supervisors and Assistant Supervisors shall be allowed a four (4) hour rest period after working fourteen (14) consecutive clock hours upon being appropriately relieved. The rest period may be extended to a maximum of eight (8) hours at the option of the employee upon being appropriately relieved.

Upon completion of the rest period, the employee shall report back to his regularly scheduled shift. If pursuant to this section, a Supervisor or Assistant Supervisor is off for a portion of his regular shift, such employee will receive straight time wages for the portion of the shift that is the mandatory rest period and will be required to use available leave time to cover the rest period for any time exceeding four (4) hours.

ADDITIONAL COMPENSATIONS

SECTION 14

14.01 Employee(s) of the Fire Division covered by this ordinance who is/are on-call for silent fire runs shall be paid a daily stipend of fifteen dollars (\$15.00) when carrying a City issued cell phone or when on on-call status if a City issued cell phone is not issued. The total on-call compensation paid to Fire Division employees shall not exceed one hundred dollars (\$120.00) per week.

14.02 Employees of the Service Department covered by this ordinance who are on-call shall be paid a weekly stipend of one hundred dollars (\$100.00) when on-call status. The total on-call compensation paid to Service Department supervisors shall not exceed three hundred dollars (\$300.00) per week total or one hundred (\$100) per supervisor when on call.

14.03 Upon presentation of proof, the Employer shall reimburse the actual cost to each employee Department of Public Service employee covered by this ordinance who has renewed the Commercial Driver's License (CDL), when such renewal occurs in accordance with City policy and other governmental regulations applicable to CDL renewals, and the employee is not on extended unpaid leave for more than fifteen (15) days or paid or unpaid leave as a condition of a disciplinary matter.

TRAVEL AND MILEAGE ALLOWANCE

SECTION 15

15.01 Covered employees shall be reimbursed 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 by the Department Director.

15.02 The City will pay for or reimburse up to a maximum of fifty-five dollars (\$55.00) for three 3 meals per day, \$10.00 for breakfast, \$15.00 for lunch, and \$30.00 for dinner (excluding alcohol), lodging each evening during the travel period for the employee only, so long as the employee has traveled more than forty-five (45) miles from the Maumee

municipal building and provided that detailed receipts for such lodging and meals shall be submitted to the Director of Finance and attached to forms provided by the appropriate Director.

NONDISCRIMINATION

SECTION 16

16.01 The City will not aid, promote, or finance any employee group or organization which purports to engage in collective bargaining.

16.02 The employee organizations, their officials, employees, affiliates, or members shall not discriminate against, intimidate, coerce, or interfere with any employee of the City, whether represented by any such employee organization or not, with respect to the employee's work or with the right to refrain from engaging in any employee organization activities or membership, and further that there shall be no solicitation of nonmembers for employee organization membership or dues on City time.

16.03 The City shall not discriminate against any employee(s) based on age, gender, including pregnancy, childbirth and related medical conditions, citizenship status, race, religion affiliation, disability, marital status, sexual preference, national origin, or political affiliation.

16.04 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 17

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

17.02 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 Director 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 remained of the workday.

MILITARY LEAVE

SECTION 18

18.01 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 leave and City pay during which time the employee is engaged in the performance of official duty or training under competent orders.

18.02 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 workdays in any payroll year; provided however, to receive payment of salary, an employee must, prior to the leave, file with the Department Director 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.

UNIFORMS

SECTION 19

19.01 Covered employees in the Division of Fire and Division of Police shall receive a general uniform issue as recommended by the Chief of Fire or Chief of Police and approved by the Director of Public Safety at the time of employment. Items of general uniform issue shall be replaced as needed subject to the approval for such replacement by the Director of Public Safety. Department of Public Service supervisors covered by the ordinance shall be issued 5 work shirts that reflect their title, name, and the Maumee City Logo. Color and style shall be chosen by the City administrator and affected employees.

19.02 Covered employees in the Division of Fire, Division of Police and Department of Public Service Supervisors and Assistant Supervisors Building Inspector, Zoning Administrator, and Capital Projects Manager shall be entitled to reimbursement for the purchase of footwear limited to one hundred fifty dollars (\$150.00) per year. Required repairs to approved footwear shall be reimbursed. The color and style of footwear, as well as reimbursement for approved footwear replacement or repair, shall be subject to the prior approval by the appropriate Director.

Receipts for reimbursement shall be submitted to the Department of Finance prior to November 1 of any given year. Any receipt received outside the year in which the footwear was purchased will not be accepted for reimbursement.

19.03 Fire and Police personnel shall report to duty in a clean uniform as prescribed by the appropriate Division Chief. Soiled uniforms shall be deposited in a designated area at the end of each tour of duty and the same shall be cleaned and returned at the City's expense.

RESIDENCY

SECTION 20

20.01 The Chief of Fire, Chief of Police, Chief of the Bureau of Firefighting, Chief of the Bureau of Ambulance & Emergency Service, the Chief of the Bureau of Fire Prevention, and the Assistant Chief of Emergency Services shall reside within Lucas County, Ohio or in any contiguous county during the time of employment.

REDUCTION IN FORCE

SECTION 21

21.01 Whenever the number of employees, is reduced for any reason up to and including elimination of positions, the City reserves the right to reduce force or eliminate positions in the best interests of the City.

21.02 Whenever a reduction in force or position elimination becomes necessary, the Department Director shall notify the affected employee in writing at least fifteen (15) workdays prior to the effective date of such action unless said reduction is also related to a disciplinary matter in which case the reduction may be immediate.

LEAVE OF ABSENCE

SECTION 22

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

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

22.03 A leave of absence without pay may be extended not to exceed sixty (60) working days at the discretion of the City Administrator and the Mayor.

22.04 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.

22.05 Under no circumstances may an employee on an approved leave of absence for more than fifteen (15) working days continue to receive hospitalization and other insurance benefits paid by the City. The employee may arrange to prepay at the employee's expense, through the Director of Finance, the entire premiums necessary to continue the employee's hospitalization and other insurance benefits for the time of the leave of absence exceeding fifteen (15) days.

22.06 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.

22.07 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.

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

22.09 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 23

23.01 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 Ordinance are:

2021 – December 21, 2020 – December 19, 2021

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

23.03 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 shall have the authority, by resolution or motion to change the following scales and payments in the best interests of the City.

STEP ADVANCEMENT

SECTION 24

24.01 The salary schedule shall consist of eight (8) steps. . All employees shall normally progress through the salary steps upon the completion of one (1) year of service in an assigned pay step unless advanced otherwise by the City Administrator in consultation with the Mayor. All promotions and associated pay shall be determined in the same manner as above.

BASE SALARY

SECTION 25

25.01 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.

MANAGEMENT AND SUPERVISORY RANGES

SECTION 26

26.01 All covered employees are hereby placed in a salary range for purposes of determining the rate of compensation. The ranges are as follows:

- RANGE 1 Supervisor of Utility Billing
 Payroll Coordinator
 Assistant Supervisors – Department of Public Service
 Assistant Superintendent of Pumping & Distribution
 Assistant Superintendent of Wastewater Pumping & Collection
 Assistant Supervisor of Taxation/Accountant II

- RANGE 2 Supervisor – Department of Public Service
 Superintendent of Pumping & Distribution
 Superintendent of Wastewater Pumping & Collection

- RANGE 3 Bureau Chiefs – Fire Division
 Zoning Administrator
 Capital Projects Manager
 Municipal Prosecutor
 Chief Building Official
 IT Manager

- RANGE 4 Assistant Police Chief

- RANGE 5 Chief of Fire
 Chief of Police
 Assistant Finance Director
 Commissioner of Human Resources

SALARY / COMPENSATION

SECTION 27

27.01 Effective Payroll 1 2021, the salary and compensation for the positions covered by this Exhibit are as follows:

Step	Range 1	Range 2	Range 3	Range 4	Range 5
A	\$58,656	\$67,460	\$77,574	\$85,074	\$92,787
B	\$60,786	\$69,904	\$80,391	\$88,091	\$96,152
C	\$62,988	\$72,439	\$83,304	\$91,404	\$99,638
D	\$65,273	\$75,064	\$86,326	\$94,726	\$103,255
E	\$67,644	\$77,791	\$89,455	\$98,155	\$106,997
F	\$70,095	\$80,609	\$92,705	\$101,705	\$110,882
G	\$72,636	\$83,534	\$96,063	\$105,363	\$114,901
H	\$75,271	\$86,561	\$99,545	\$109,145	\$119,070

27.02 Effective Payroll 14, 2021, the salary and compensation for the positions covered by this Exhibit are as follows:

Step	Range 1	Range 2	Range 3	Range 4	Range 5
A	\$59,536	\$68,472	\$78,737	\$86,350	\$94,179
B	\$61,698	\$70,952	\$81,596	\$89,412	\$97,594
C	\$63,933	\$73,526	\$84,554	\$92,715	\$101,133
D	\$66,252	\$76,190	\$87,621	\$96,147	\$104,804
E	\$68,658	\$78,958	\$90,797	\$99,327	\$108,602
F	\$71,147	\$81,818	\$94,095	\$103,231	\$112,545
G	\$73,726	\$84,787	\$97,504	\$106,943	\$116,625
H	\$76,400	\$87,859	\$101,039	\$110,782	\$120,856

MANAGEMENT RIGHTS

SECTION 28

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

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

28.03 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, work force, and/or facilities.

28.04 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.

INTERNAL REVENUE SERVICE SECTION 125 PLAN

SECTION 29

29.01 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.

29.02 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 Deferral on City Contributions)

SECTION 30

30.01 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.

30.02 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 31

31.01 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 Federal HIPPA guidelines or court order. This procedure shall not preclude the Employer from other administrative action.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

SECTION 32

32.01 The Employer shall establish an Employee Assistance Program to assist employees in dealing with problems. The Employer agrees to allow rehabilitation of 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.

32.02 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 33

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

33.02 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; and,
- (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.

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

33.04 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.

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

EDUCATION AND TRAINING

SECTION 34

34.01 An employee may request or be directed to obtain training and/or professional certifications relative to performance of City job duties. Tuition reimbursement shall be authorized in advance of registration by the City Administrator if it is determined that such additional training will be of sufficient benefit to the City. Effective January 1, 2021 the maximum annual tuition reimbursement is \$8,500.

34.02 In order to qualify for tuition reimbursement, the employee must have prior written approval of the City Administrator, submit evidence of successfully completing the class

and/or training with a grade of 80% or higher for undergraduate work, 90% or higher for graduate work, and 95% or higher for post graduate work and/or its equivalent and submit a statement or invoice of the tuition or certification fees with proof of payment.

34.03 If an employee is paid education/training reimbursement, the employee must remain employed for a minimum of four (4) years after the fees have been paid or the employee shall reimburse the City for the fees.

DURATION, REPEAL, AND CONFLICTS

SECTION 35

35.01 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.

35.02 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.

35.03 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.