

ORDINANCE NO. 281 -- 2018

ESTABLISHING SALARIES AND COMPENSATION OF ADJUNCT EMPLOYEES OF THE CITY OF MAUMEE, ESTABLISHING TIMES AND MANNER OF PAYMENT THEREOF, AND OTHER EMPLOYEE BENEFITS AND RELATED MATTERS, REPEALING CERTAIN ORDINANCES AS APPLIED TO EMPLOYEES OF THE CITY OF MAUMEE AND DECLARING AN EMERGENCY.

WHEREAS, the wages and benefits of the employees covered by the Adjunct employee ordinance have a need to be updated for the next three payroll years,

WHEREAS, the proposed amendment to the ordinance reflect similar adjustments within all other employee wage and benefit ordinances.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Maumee, Ohio, that:

SECTION 1. The salaries, compensation, benefits and terms of employment for Adjunct employees of the City of Maumee be established as set forth in Exhibit "A", a copy of which is attached hereto and made a part hereof as though fully rewritten herein.

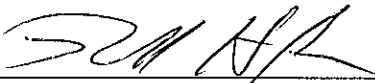
SECTION 2. Any and all ordinances in conflict with the express provisions of said Exhibit "A" are superseded by this Exhibit "A".

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

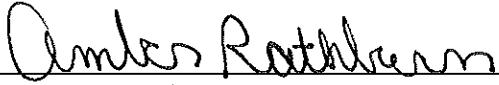
SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City of Maumee, Ohio. Such necessity exists by reason of the fact that in order to facilitate payment of compensation to certain employees of the City, the foregoing Ordinance is required to take effect in accordance with the Exhibit or December 14, 2015. This Ordinance shall take effect and be in force from and after its passage.

Vote on emergency clause: Yeas 7 Nays 0.

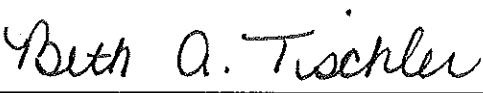
Passed as an emergency measure: December 28, 2018.

  
\_\_\_\_\_  
Mayor.

ATTEST:

  
\_\_\_\_\_  
Municipal Clerk.

Approved as to form:

  
\_\_\_\_\_  
Law Director.

**CITY OF MAUMEE  
SALARIES, COMPENSATION, BENEFITS, TERMS  
AND CONDITIONS OF EMPLOYMENT OF  
ADJUNCT PERSONNEL**

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

1. ASSISTANT MUNICIPAL PROSECUTOR
2. DEPARTMENT SECRETARY- LAW / ADMINISTRATION

**HOURS OF WORK**

**SECTION 1**

1.01 The hours of work for the Assistant Municipal Prosecutor shall be a **maximum** of 60 hours per pay period with no more than 40 hours in any one week, with a specific weekly schedule to be determined by the Municipal Prosecutor or the Law Director; the hours of the Department Secretary- Law/Administration shall be seven (7) hours per day, five (5) days per week, and fifty-two (52) weeks per year.

1.02 The hours of work for covered employees not eligible for overtime compensation by section 13.01 herein shall be eighty (80) hours per pay period.

1.03 Subject to prior approval, hours worked over said eighty (80) hours per pay period may be taken as time off during the next six pay periods. If said hours worked over eighty (80) hours in a pay period are not taken as time off within the next six (6) pay periods, the hours shall not be carried to another pay period.

**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 Each covered employee shall accrue sick leave. The Assistant Prosecutor- 3 hours and Department Secretary- 3.5 hours per pay period when in pay status during not less than fifty percent (50%) of all hours for which the employee is regularly scheduled in the pay period, unless such absence from pay status is a result of disciplinary action of more than one (1) day.

2.04 Sick leave may be used in not less than whole hours with a fraction of an hour being counted as the next full hour.

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 Department Head, except in the case of a Department Head where approval must be made by the Mayor. In addition thereto, the Department Head, in any case, may demand verification of the nature of the illness, injury or absence before granting approval.

2.06 When an employee takes up to two consecutive regularly scheduled days of sick leave "without certification of inability to work by a duly licensed physician or medical authority" and when such hours exceeds five (5) days or thirty-five (35) hours for the Dept. Secretary or thirty-six (30) hours for the Asst. Prosecutor, within a payroll year, the employee shall be granted sick leave for any additional hours off during that payroll year only upon certification of inability to work by a licensed physician or medical authority.

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 Except on a regularly scheduled working day before or after a holiday and subject to the provisions of Sections 2.01, 2.05 and 2.06 hereof, two (2) consecutive days of sick leave may be taken without certification of inability to return to duty by a duly licensed physician or medical authority.

2.09 An employee will not be considered to be in pay status for regularly scheduled working days if such working days coincide with a calendar holiday as listed in Section 6 if such employee is on sick leave, unless said employee is excused upon presentation of a certificate of inability to work by a duly licensed physician or medical authority.

2.10 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 is able to 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.

2.11 In all instances, the immediate supervisor or Department Head shall be notified before the employee's starting time for each day of absence.

2.12 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 Head, or the Mayor in the case of a Department Head, 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. Such Department Head or Mayor may, in any case of use of sick leave, demand proof of the nature of such illness, disability, or absences prior to approving the sick leave request.

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

2.14 Sick leave shall accumulate at the rate specified herein for a total not to exceed 1440 for the Asst. Prosecutor and 1680 for the Dept. Secretary. 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 political subdivision or agency of the State of Ohio.

2.15 Employees who transfer sick leave hours to the City shall continue to accumulate City sick leave when such employee reaches the total sick leave accumulation indicated for their position in 2.14 above and have the transferred sick leave reduced until the employee reaches their maximum hours of sick leave accumulated with the City.

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

2.17 Each employee, when in pay status for at least 50% of all regularly scheduled hours in each payroll period for the entire payroll year, meaning that said employee was employed day one of payroll one, shall be entitled during the following year to additional bonus vacation allowance according to the following schedule:

For Each Thirteen Pay Period Increment:

Sick Leave Used	Bonus Vacation Hours	
	<u>Asst. Pros.</u>	<u>Dept. Sec.</u>
0	15.0	17.5
4	13.5	15.75
8	12.0	14.0
12	10.5	12.25
16	9.0	10.5
20	7.5	8.75
24	6.0	7.0
28	4.5	5.25
32	3.0	3.5
36	1.5	1.75

2.18 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 counted in determining eligibility for bonus vacation days.

2.19 Employees may, instead of bonus vacation, convert the sick leave 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.

2.20 In addition to the above, an employee who has five hundred (500) hours or more of sick leave earned and unused 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.

2.21 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.

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

2.23 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 Department. This light duty, if offered at all, 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 employee shall be carried on the payroll of the City for the period of disability, 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), regular work days. 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 in the course of and arising out of employment, disability pay charged to injury leave shall be charged to sick leave.

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's next regular pay check 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) work days and then is disabled at a later date 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) work days 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 full pay as an advance for a period not to exceed sixty (60), regular work days. 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. 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 The requirement for reimbursement by the employee of temporary total compensation will cease at the time the City ceases injury leave payments and available sick leave is exhausted.

3.10 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.

**FUNERAL LEAVE**

**SECTION 5**

5.01 All covered employees will be granted up to a maximum of three (3) scheduled regular hour working days of leave with 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 one (1) additional day if travel to the funeral is in excess of five hundred (500) one way miles. Such funeral leave must be used within six (6) weeks of the date of passing.

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

**HOLIDAYS**

**SECTION 6**

6.01 The following days are hereby designated as holidays, with pay, for each covered employee. Holidays, as used in this Section, shall mean seven hours per day for the Dept. Secretary and seven and a half hours per day for the Asst. Prosecutor. 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 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 Christmas Day (December 25) is on Tuesday, Wednesday, Thursday or Friday, the day immediately preceding is designated as a holiday.

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 employed by the City before the effective date of this Ordinance may request and receive a maximum for the Asst. Pros. of thirty (30) hours and thirty-five (35) hours for the Dept. Secretary of personal leave with pay during each calendar year, provided that the employee has completed ninety (90) calendar days of employment. For persons employed after the effective date of this Ordinance, 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 Head, or the Mayor in the case of a Department Head, 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.

7.04 Deleted December 28, 2018.

## 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 for the employee's total accumulated unused sick leave earned in the City of Maumee to a maximum of nine hundred sixty (960) hours to be paid at the employee's rate of pay at the time of resignation or retirement for all employees hired before July 1, 1985. All employees hired after July 1, 1985 shall be entitled to a cash payment equal to an amount of one-half of up to one thousand two hundred hours (1,200) or a maximum of six hundred hours (600) of accumulated unused sick leave earned in the City of Maumee to be paid at the employee's rate of pay at the time of retirement. Any hours in excess of 960 or 1,200, as set forth above, may be transferred.

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 who sever employment shall be paid 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 when severed.

**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 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 the amount of \$50,000 face value, 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 aforementioned group term life insurance program shall be paid by the City of Maumee.

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

**SECTION 10**

10.01 These employees and the dependents of such employees shall be eligible for coverage under the group health plan which the City, by contract, has entered into, 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 is a subscriber to said group health plan by having completed the necessary application forms and filed the same with the Director of Finance; and,
- (3) Said employee 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) If the spouse of the employee is eligible for health care coverage, at a premium cost not to exceed \$75.00 per month with the spouse's employer, the spouse must elect coverage from their own employer and shall only be eligible for secondary coverage herein.
- (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. It is the responsibility of the employee to notify the Employer of any change in this status.

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 cap formula set forth in Section 10.03.

10.03 Effective August 1, 2002, and continuing thereafter, the City shall make payments of such premiums for the group health plan described in Section 10.01 above, to the extent of eighty-five percent (85%) and the employee shall pay the remaining fifteen percent (15%) through automatic payroll deduction not to exceed \$125 per month for single coverage and \$250 per month for family coverage.

10.04 Employees recognize the right of the City, in its discretion, to secure alternate insurance carriers and to modify coverage which measures may be used to maintain or to lessen premium costs. Prior to any modifications of benefits or coverage the Employees and the City agree to meet and discuss any modifications in the health insurance coverage and/or benefits.

10.05 Not less than 90 days prior to the date of the renewal of the City health insurance, the City will meet with one (1) member of the employee group covered by this ordinance to review the insurance and discuss economically feasible alternatives. This committee shall have no authority to bind the City, but upon consensus shall make such recommendation to the City Administrator for presentation to City Council. The committee meeting shall occur during the normal workday of the committee participants.

10.06 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 to January 1, 2009 shall be entitled to vacation leave as follows:

	<u>Asst. Pros.</u>	<u>Dept. Sec.</u>
1 through 5 years of continuous service -	60 hrs.	70 hrs.
6 through 12 years of continuous service -	90 hrs.	105 hrs.
13 through 19 years of continuous service-	120 hrs.	140 hrs.
20 through 24 years of continuous service-	150 hrs.	175 hrs.
25 or more years of continuous service-	180 hrs.	210 hrs.

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

	<u>Asst. Pros.</u>	<u>Dept. Sec.</u>
1 through 5 years of continuous service -	60 hrs.	70 hrs.
6 through 12 years of continuous service -	90 hrs.	105 hrs.
13 through 19 years of continuous service-	120 hrs.	140 hrs.
20 or more years of continuous service-	150 hrs.	175 hrs.

11.02 For covered employees hired prior to the effective date of this Exhibit, continuous service, as used in this Section, shall include any prior service with any political subdivision, special district of the State of Ohio, or the State of Ohio. Such prior service, if any, shall be counted in whole months as continuous service for purposes of the accrual of vacation leave as set forth above. Covered employees hired subsequent to December 26, 1994, shall not have such prior service with other 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.

11.03 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 Department Head.

11.04 Vacation leave shall accrue, as set forth in Section 11.01 above, for each completed full pay period in pay status. In order for an employee to accrue vacation leave, an employee must not be tardy or absent without pay for more than one (1) hour in a pay period. 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 year of employment; nor shall such leave be in excess of the number of hours actually accrued at any time.
- (2) Vacation leave may be denied, postponed, or advanced for the convenience of the City.
- (3) All vacation leave must have prior approval, in writing, by the Department Head or the Mayor in the case of a Department Head.
- (4) Use of vacation leave in excess of three consecutive regular work weeks shall be allowed only upon prior written approval by the Mayor.
- (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 Mayor. 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.

11.05 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 severed.

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.

**LEVEL 3 SNOW EMERGENCY**

**SECTION 12**

12.01 Adjunct personnel are not considered essential employees during Level 3 Snow Emergencies.

12.02 When a Level 3 Snow Emergency is declared in Lucas County, Adjunct personnel shall not report to work, but will receive their normal rate of pay for any shift during their regularly scheduled hours of work had the Level 3 Snow Emergency not been declared.

12.03 Not to exceed fourteen (14) hours per calendar year. Any additional time shall be charged to available leave. Employees shall be expected to report to work within one (1) hour of the lifting of such Level 3 or receive permission to use other available leave time.

**LONGEVITY PAY**

**SECTION 13**

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

- (1) All covered employees hired after January 9, 1983 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	<u>Asst. Pros.</u>	<u>Dept. Sec.</u>
5 years through 9 years . . . . .	\$ 450.00	\$525.00
10 years through 14 years . . . . .	\$ 675.00	\$787.50
15 years through 19 years . . . . .	\$ 900.00	\$1,050.00
20 years through 24 years . . . . .	\$1,125.00	\$1,312.50
25 years or more . . . . .	\$1,350.00	\$1,575.00

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

**OVERTIME COMPENSATION**

**SECTION 14**

14.01 If approved by the Department Head, all employees covered by this Exhibit except the Assistant Municipal Prosecutor (**who is exempt**) shall receive, in addition to base pay, compensation for hours worked in **excess of forty (40) hours per week**. Compensation for overtime hours, in addition to base pay, shall be as follows:

- (1) For all hours on which the employee is 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 at the rate of fifty percent (50%) of base pay.
- (2) As of December 19, 2011, for all other hours on Holidays as defined in this Exhibit, at the rate of one hundred percent (100%) of base pay.

14.02 Covered employees may receive, in lieu of said overtime, time off 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 Head and further subject to the following conditions:

- (1) Such compensatory time shall be given in lieu of pay and any such overtime on any day shall be compensated for either as pay or as compensatory time; however, not as a combination thereof.
- (2) Compensatory time which is unscheduled as time off may be accrued by an employee up to an amount not to exceed seventy (70) **at any one time**. Any overtime hours worked which would result in an excess of seventy (70) hours of 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 140 (Dept. Sec.) hours of compensatory time can be utilized in a payroll year.

### 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 Head, or the Mayor in the case of a Department Head, and certified by the employee to the Director of Finance.

15.02 The City will reimburse up to a maximum of thirty-five dollars (\$35.00) for meals (excluding alcohol) for the employee, and for lodging for the employee ONLY, provided that detailed receipts for such lodging and meals shall be submitted to the Director of Finance and attached to forms provided by said 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 or make any agreement with any group or organization for the purpose of undermining the employee groups for which dues deductions are made upon the effective date of this Exhibit.

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, restrain, or coerce any employee with respect to or because of such employee's membership or lawful activity in an employee organization, nor shall the City initiate, create, dominate, contribute to, or interfere with the formation or administration of any employee organization.

16.04 The City shall not discriminate against any employee(s) on the basis of age, sex, race, color, religion, creed, handicap, marital status, national origin, or political affiliation.

16.05 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. By the use of 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 sex.

### 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 Head prior to the date the employee will be required to be absent from work.

### 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 without loss of 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, not to exceed a total of twenty-two (22) regular work days in any payroll year; provided however, to receive payment of salary, an employee must, prior to the leave, file with the Department Head 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.

### GRIEVANCE PROCEDURE

#### **SECTION 19**

19.01 It is the policy of the City of Maumee that all employees shall be treated fairly in every respect of their employment. The intent and purpose of this grievance procedure is to establish an avenue for employees to raise grievances and for the processing of those grievances in a fair, just, and proper manner. All covered employees have the opportunity to use this procedure without restraint, interference, coercion, discrimination, or reprisal.

19.02 For purpose of this procedure the below listed terms are defined as follows:

- (1) "Grievance" shall only mean a claim by an employee(s) that there has been a violation, breach, misinterpretation, or improper application of the specific and express written provisions of this Exhibit. Any matter not specifically included in the above definition of grievance shall not be grievable. An employee filing a grievance must cite, specifically in writing, the Section of this Exhibit which such employee alleges was violated, breached, misinterpreted, or improperly applied. In the event the employee fails to include the above required specifics, the claimed grievance shall be considered waived.
- (2) "Grievant" shall be defined as an employee(s) of the City of Maumee initiating or filing a grievance. When two or more grievants file identical or similar grievances such grievances shall be considered as a single grievance. The decision on such a grievance shall apply to all grievants in the group and each shall be given a copy of the decision. A grievant may withdraw, in writing, from an individual or group grievance any time before a decision is rendered; however, such grievant may not then initiate the same or a substantially similar grievance. No grievant shall be denied the right to legal advice and/or other representation at any of the formal levels as provided hereafter.
- (3) "Days" as used in this procedure, unless otherwise stated, shall mean calendar days, excluding Saturdays, Sundays or holidays.
- (4) "Immediate Supervisor" shall mean the supervisory personnel having immediate supervisory responsibility over the grievant.

#### 19.03 TIME LIMITS

- (1) The number of days indicated at each level shall be the maximum; provided however, the time limits may be extended by mutual agreement of the grievant and the City.
- (2) If a grievant does not submit a written grievance within five (5) days of the occurrence of the facts giving rise to the grievance, then the grievance shall be considered waived.
- (3) If a decision is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of the disposition at that level and further appeal shall be barred.
- (4) Failure, at any level of these procedures, to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- (5) All notices of hearings and dispositions of grievances shall be delivered to the grievant with a signed receipt mandatory and date of receipt recorded thereon.

#### 19.04 MISCELLANEOUS

- (1) Hearings held under this procedure shall be conducted at a time which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the regular scheduled work day of the grievant, unless the City otherwise agrees.
- (2) The existence of the grievance procedure hereby established shall not be deemed to require any employee to pursue the remedies herein provided, and shall not impair or limit the right of any employee to pursue any other remedies available in any other form, except that any employee who pursues any available remedy other than provided by this procedure, either before initiating or during this procedure shall be deemed to have automatically waived and forfeited any remedies provided by this procedure.
- (3) A grievance shall be deemed canceled at any level without reprisal at the grievant's request and upon termination of the grievant's employment with the City unless the personal relief sought by the grievant may be granted after termination of the grievant's employment.
- (4) There shall be no reprisal of any kind against any party participating in the grievance procedure.
- (5) An employee may initiate a grievance at Step Two if the employee reasonably believes that such employee will be subjected to reprisal from the Head of the Division in the event a grievance is submitted, provided the employee substantiates, in writing, that reprisal is likely. The Department Head shall have the discretion to accept the grievance and begin the grievance at Step Two or may direct the grievant to institute the grievance at Step One.

#### 19.05 PROCEDURE

STEP ONE. An employee having a grievance may pursue the grievance by submitting a completed Grievance Form to the Head of the Division within five (5) days after the event or circumstances giving rise to the grievance. Within five (5) days after receipt of the Grievance Form, the Head of the Division shall schedule and conduct a hearing with the grievant. The Head of the Division, or designee, shall provide the grievant with a written disposition of the grievance within ten (10) days after the hearing.

STEP TWO. If the grievant is not satisfied with the disposition received from Step One, the grievant may appeal by submitting a completed Notification of Grievance Appeal Form to the Department Head within five (5) days of the receipt of the Department Head's written disposition. Such Department Head may schedule and conduct a hearing with the grievant within ten (10) days after receipt of the Grievance Appeal, and shall provide the grievant a written disposition on the grievance within ten (10) days after the hearing, if such hearing was held. If no hearing was held, the written decision shall be issued within fifteen (15) days of the receipt of the appeal.

STEP THREE. If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant may appeal by submitting a completed Notification of Grievance Appeal Form to the Mayor within five (5) days of the receipt of the Department Head's written disposition. The Mayor shall arrange for, and preside at, a hearing of not more than one (1) day's duration to take place within ten (10) days after receipt of the Grievance Appeal. The Mayor shall send notice of the hearing to the grievant who shall determine those individuals to be present in order to present facts pertinent to the grievance on behalf of the grievant. The Mayor may also arrange for individuals to be present to present facts pertinent to the grievance. Within ten (10) days after the hearing, the Mayor shall provide the grievant a written disposition of the grievance.

STEP FOUR. If the grievant is not satisfied with the disposition of the grievance at Step Three, the grievant may request further review by submitting a completed Review by Council Panel Form to the Clerk of Council within five (5) days of receipt of the Mayor's written disposition.

19.06 Within five (5) days following receipt of the grievant's request for Review by Council Panel, the Mayor, or designee, and the grievant, or designee, shall meet and each shall select one member of the Council of the City of Maumee to serve on the Review Panel. The two (2) Councilmen so selected shall be notified of their selection by the Clerk of Council within five (5) days.

19.07 Within ten (10) days of such notification of selection, the two Councilmen shall meet, in the presence of the Clerk of Council, to select a third Councilman by the alternate strike method to serve as Chairman of the Review Panel. A toss of a coin shall determine which of the two selected Councilmen shall strike first. The Chairman, so selected, shall be notified of the selection by the Clerk of Council within five (5) days of the selection. Such Chairman shall, within twenty (20) days of notification of selection, schedule a meeting of the Panel and conduct a hearing on the grievance at such meeting. The Chairman shall issue the decision of the Panel within thirty (30) days following the hearing and shall provide the grievant and the Clerk of Council a copy of said decision. The decision of the Panel shall be by majority vote and shall be binding on all parties to the grievance.

19.08 The Panel shall not have the authority to add to, subtract from, modify, change, or alter any provisions of this Exhibit, nor add to, detract from, or modify the language herein in arriving at its decision concerning any issue presented that is proper within the limitations expressed herein. The Panel shall expressly confine itself to the precise issue(s) submitted for review and shall have no authority to decide any other issue(s) not submitted to it or to submit observations or declarations of opinion which are not directly essential in reaching its decision.

## **REDUCTION IN FORCE**

### **SECTION 20**

20.01 Whenever the number of employees is reduced for economic reasons, the persons with the least City seniority in the affected position classification shall be reduced to the next lower position classification for which qualified in the Department and in like manner, with the persons of least City seniority in the lowest position classification in that Department being removed. When a position is abolished, the incumbent shall be transferred within the Department to a position in the same position classification or to the next lower position classification, if any, for which such employee is qualified and has City seniority.

20.02 Whenever a reduction in force becomes necessary, the Department Head shall notify the affected employee in writing at least fifteen (15) work days prior to the effective date of such action stating the reasons for such reduction.

20.03 For purposes of this Section, in the event two (2) or more employees have the same City seniority, the employee seniority of one against the other shall be determined by age with the oldest employee considered having the greatest seniority.

20.04 All recalls to employment shall likewise be in order of seniority; that is, the last employee released within the Department as a result of reduction in forces shall be the first rehired, provided such recalled employee is qualified and has the ability to perform, immediately, the necessary work of the position to be filled.

### MEDICAL LEAVE

#### **SECTION 21**

21.01 An employee shall be entitled to up to six (6) months medical leave, without pay, if such leave is required and professionally recommended by a medical authority as stated on a form signed by said medical authority. Such leave shall be granted if the employee has used at least two hundred twenty-four (224) consecutive hours of sick leave for the illness or disability or has exhausted available sick leave.

21.02 Such medical leave, as set forth in this Section, shall be without pay; however, an employee on such leave shall continue to receive health insurance and life insurance benefits as set forth in this Exhibit during such medical leave; provided, any applicable employee contribution for such coverage has been prepaid through the Director of Finance.

21.03 In addition to the above, any such employee on medical leave shall be returned to the same or a comparable position as held prior to the medical leave at such employee's rate of pay.

21.04 As a condition of return to work, such employee shall submit a form signed by a medical authority stating that the employee can perform the material and substantial duties of the position and that the employee's return does not endanger the health of other employees.

### LEAVE OF ABSENCE

#### **SECTION 22**

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

22.02 For purposes of this Section, good cause shall be deemed not to include employment not with the City of Maumee or search therefore.

22.03 A leave of absence may be extended at the discretion of the Department Head, or the Mayor in the case of the Department Head; however, in no case shall an employee be permitted a leave of absence in excess of one hundred twenty (120) days in any payroll year.

22.04 An employee on an approved leave of absence of thirty (30) days or less shall be granted 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 thirty (30) days continue to receive hospitalization and other insurance benefits paid by the City. The employee may arrange to prepay, through the Director of Finance, the premiums necessary to continue the employee's hospitalization and other insurance benefits for the time of the leave of absence exceeding thirty (30) 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 limitations on pre-existing conditions established by the insurer when such employee returns to duty and requests reinstatement of coverage under the City's insurance plans.

22.07 An employee on an approved leave of absence shall cease to accrue vacation leave, sick leave, 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 Head 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 disciplinary action or 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 Exhibit are:

2019	December 24, 2018 to December 22, 2019
2020	December 23, 2019 to December 20, 2020
2021	December 21, 2020 to December 19, 2021

23.02 For the purpose of paying salaries and other compensation to covered employees, the pay periods shall be the bi-weekly periods commencing on December 15, 2014 and continuing thereafter.

23.03 The pay date for salaries and compensation due covered employees, as established by this Exhibit 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 the *Employee Handbook - Holidays*, the pay date shall be the workday immediately preceding any such designated holiday.

**STEP ADVANCEMENT**

**SECTION 24**

24.01 The salary schedule shall consist of an entry rate, six (6) intermediate rates, and a maximum rate.

24.02 The first step thereof shall be Step A and shall be considered the hiring rate of the position. 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 appointing authority.

24.04 Upon promotion to a higher position, an employee shall be assigned to the pay step which is closest to, but not lower than, the pay step which reflects a wage increase which is closest to, but not lower than, his / her current pay step, nor higher than Step H.

**SALARY / COMPENSATION**

**SECTION 25**

25.01 Effective Payroll 1 of the 2019 payroll year, the annual salary and compensation for the positions covered by this Exhibit are as follows:

Step	Dept Sec Law/ Admin.	Asst Muni Pros
A	\$39,865	\$49,292
B	\$41,221	\$51,080
C	\$42,627	\$52,933
D	\$44,082	\$54,853
E	\$45,584	\$56,842
F	\$47,143	\$58,904
G	\$48,753	\$61,040
H	\$50,420	\$63,253

25.02 Effective Payroll 1 of the 2020 payroll year, the annual salary and compensation for the positions covered by this Exhibit are as follows:

Step	Dept Sec Law/ Admin.	Asst Muni Pros
A	\$40,463	\$50,031
B	\$41,839	\$51,846
C	\$43,266	\$53,727
D	\$44,743	\$55,676
E	\$46,268	\$57,695
F	\$47,850	\$59,788
G	\$49,484	\$61,956
H	\$51,176	\$64,202

25.03 Effective Payroll 14 of the 2020 payroll year, the annual salary and compensation for the positions covered by this Exhibit are as follows:

Step	Dept Sec Law/ Admin.	Asst Muni Pros
A	\$41,070	\$50,782
B	\$42,467	\$52,624
C	\$43,915	\$54,533
D	\$45,414	\$56,511
E	\$46,962	\$58,560
F	\$48,568	\$60,684
G	\$50,227	\$62,885
H	\$51,944	\$65,165

25.04 Effective Payroll 1 of the 2021 payroll year, the annual salary and compensation for the positions covered by this Exhibit are as follows:

Step	Dept Sec Law/ Admin.	Asst Muni Pros
A	\$41,686	\$51,544
B	\$43,104	\$53,413
C	\$44,574	\$55,351
D	\$46,096	\$57,359
E	\$47,666	\$59,438
F	\$49,296	\$61,595
G	\$50,980	\$63,828
H	\$52,723	\$66,142

25.05 Effective Payroll 14 of the 2021 payroll year, the annual salary and compensation for the positions covered by this Exhibit are as follows:

Step	Dept Sec Law/ Admin.	Asst Muni Pros
A	\$42,311	\$52,317
B	\$43,750	\$54,214
C	\$45,243	\$56,181
D	\$46,787	\$58,219
E	\$48,381	\$60,330
F	\$50,036	\$62,519
G	\$51,745	\$64,786
H	\$53,514	\$67,134



**MANAGEMENT RIGHTS**

**SECTION 26**

26.01 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.

26.02 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.

26.03 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;
- (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;
- (14) Consolidate, merge, or otherwise transfer any or all of 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;
- (15) Terminate or eliminate all or any part of its work or facilities.

26.04 In addition, the employees agree that all of 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 Exhibit 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 27**

27.01 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.

27.02 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**

#### **SECTION 28**

28.01 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.

28.02 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 29**

29.01 Drug/Alcohol screening/testing shall be conducted 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. Drug/Alcohol screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of drug/alcohol screening or testing be released except as authorized by the employee. This procedure shall not preclude the Employer from other administrative action.

**EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**SECTION 30**

30.01 The Employer shall establish an Employee Assistance Program to assist employees in dealing with problems. The Employer agrees to attempt to rehabilitate 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 disciplined or 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.

30.02 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 31**

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

31.02 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.

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

31.04 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.

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

**EDUCATION AND TRAINING**

**SECTION 32**

32.01 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 Department Head if it is determined that such additional training will be of sufficient benefit to the City.

32.02 In order to qualify for tuition reimbursement, the employee must have prior written approval of the Department Head to which assigned, submit evidence of successfully completing the training with a passing grade of C, its equivalent or above, and submit a statement or invoice of the tuition or certification fees with proof of payment.

**PROBATIONARY PERIOD**

**SECTION 33**

33.01 Newly hired employees shall serve a one hundred eighty (180) calendar day probationary period. Employees receiving a promotion shall serve a ninety (90) calendar day probationary period.

33.02 During the one hundred eighty (180) day probationary period, the City shall retain the right to terminate an employee who is unable to perform the duties of the position, provided that the Supervisor and / or Department Head conduct a meeting and provide a written statement outlining the reasons for termination.

33.03 During the ninety (90) day promotional probationary period, the City shall retain the right to return an employee who is unable to perform the duties of the new position to the employee's previous position. Any such revocation of a promotion shall not take place until a meeting is conducted by the Department Head. At such a meeting, the Supervisor and / or Division Head shall state the reasons for returning the employee to the previous position and the employee shall be given the opportunity to speak on his own behalf.

**DURATION, REPEAL, AND CONFLICTS**

**SECTION 34**

34.01 Any ordinance, resolution, or part thereof pertaining to the subjects treated in this Exhibit and which are inconsistent therewith be, and they hereby are, repealed to the extent so inconsistent.

34.02 This Exhibit 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.

34.03 It is hereby determined that the provisions of this Exhibit, relative to salaries and compensation for certain Adjunct employees, shall remain in full force without change or amendment from and after the effective dates hereof through, at least, December 31, 2021; provided however, should an amendment or amendments be required prior to said date, that affected employees and/or their representatives will meet and discuss such amendments before enactment of amending legislation.

34.04 If any provision of this Exhibit, or any application of the provisions of this Exhibit, 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.

In the event such a provision, ruled inoperative, shall adversely alter the established salaries or methods of calculating additional compensation for employees, representatives of the City will meet, within thirty (30) days, with employees, or representatives of employees, to discuss an amendment or amendments to replace the inoperative provision.