

**MAUMEE MUNICIPAL COURT  
PERSONNEL RULES**

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## **COURT RULES – PERSONNEL**

### **POSITIONS IN MUNICIPAL COURT:**

Pursuant to section 1901.36 of the Ohio Revised Code, there is hereby created the following positions in the Maumee Municipal Court: Clerk of Court, Chief Deputy Clerk, Judge's Secretary/Assignment Commissioner, Deputy Clerks, Chief Bailiff, Chief Supervision Officer/Deputy Clerk, Supervision Officers/Deputy Clerks, part-time Deputy Bailiffs, part-time Supervision Officer/Deputy Clerk, and part-time Deputy Clerks.

### **Managerial and Supervisory Personnel:**

The positions of Clerk of Court, Chief Deputy Clerk of Court, Chief Bailiff, and Chief Supervision Officer/Deputy Clerk are considered Managerial and Supervisory Personnel.

### **SALARIES, COMPENSATION, BENEFITS, TERMS AND CONDITIONS OF EMPLOYMENT OF MUNICIPAL COURT EMPLOYEES:**

#### **SECTION 1: HOURS OF WORK**

- 1.01 The hours of work for covered employees not excluded from overtime compensation as set forth in Section 13 herein, shall be eight (8) 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 eighty (80) hours in any 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.

#### **SECTION 2: SICK LEAVE**

- 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 the 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 full-time employees shall accrue sick leave at the rate of four (4) hours 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 not be used in 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 Clerk of Court. In addition thereto, the Clerk of Court, in any case, may demand verification of the nature of the illness, injury, or absence before granting approval.

2.06 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 Court.

2.07 Except on a regularly scheduled working day before or after a holiday and subject to the provisions of Sections 2.01, 2.05, and 2.07 hereof, two (2) consecutive days of sick leave may be taken without certification of inability to work by a duly licensed physician or medical authority.

An employee in the Municipal Court 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.

2.08 Verification of ability to 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.

2.09 In all instances, the Clerk of Court or an employee's immediate supervisor shall be notified before the employee's starting time for each day of absence.

2.10 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 Clerk of Court 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 Clerk of Court 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.

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

2.12 Sick leave shall accumulate at the rate specified herein for a total not to exceed one thousand nine hundred and twenty (1,920) hours. Such accumulation shall include hours earned and unused while employed by the Maumee Municipal Court and any hours transferred at the time of employment from any political subdivision or agency of the State of Ohio.

Employees who transfer sick leave hours to the Maumee Municipal Court shall continue to accumulate Court sick leave when such employee reaches 1,920 hours total sick leave accumulation and have the transferred sick leave reduced until the employee reaches 1,920 hours of sick leave accumulated with the Court.

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

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

**For Each Thirteen Pay Period Increment:**

<b>Sick leave Used</b>	<b>Bonus Vacation Hours Earned</b>
0	20
4	18
8	16
12	14
16	12
20	10
24	8
28	6
32	4
36	2

However, absences due to injuries sustained while on duty with the Court, as set forth in Section 3.01 of these Rules, shall not be counted in determining eligibility for bonus vacation days.

- 2.15 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 31<sup>st</sup> of the immediately concluded year.
- 2.16 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 Maumee Municipal Court 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 payroll 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 Maumee Municipal Court.

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.

- 2.17 An employee shall not be considered on sick leave on scheduled days off and holidays unless regularly assigned to duty on such days.

### **SECTION 3: INJURY LEAVE**

- 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 Worker's 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), eight (8) hour, work days.

Said sixty (60) work days of injury leave shall not be charged against sick leave. In order to be eligible, the employee must submit an Employee Injury Report Form 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 Clerk of Court 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 Worker's 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.

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 Worker's 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 or another arrangement approved by the Director of Finance which may include repayment from sick leave to be accrued until the City is repaid for time utilized and advanced by the City.

3.04 If an employee returns to work prior to the expiration of the original sixty (60) working 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 the 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) working days until such remaining injury leave is exhausted.

3.05 An employee, on an approved injury leave as set forth above, may at the Court's discretion, be required as part of a transitional work program to work or be assigned other duties or limited duty in the Municipal Court 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 as to perform the duties as assigned.

3.06 In the event of a service-connected injury while in the active discharge of duty for which the employee is entitled to temporary total payments from the Worker's Compensation Bureau, the employee shall receive his full pay as an advance for a period not to exceed sixty (60), eight (8) hour, work days. On a case by case basis, and in the sole discretion of the Court, such wage continuation may be continued for a period determined by the Court.

Employees who are injured while on duty shall, as a condition of receiving injury leave, file for Worker's Compensation benefits according to the Worker's Compensation laws 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 Clerk of Court and to the City.

The employee must submit all temporary total compensation benefits to the City which the employee receives from the Bureau of Worker's 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.

- 3.07 An employee who has exhausted paid injury leave hereunder and elects to receive temporary total disability benefits directly from the Bureau of Worker's Compensation, shall be placed on Worker's Compensation leave until such time that the Court determines it is necessary to fill such position on a permanent basis.

An employee on Worker's Compensation leave shall not be considered to be in pay status with the Court, but shall receive only health and life insurance provided that any applicable employee contribution for such coverage has been prepaid through the Director of Finance.

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

#### **SECTION 4: PARENTAL LEAVE**

- 4.01 All covered full-time employees of the Municipal Court, 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 A 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; 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 Court for the period of the leave (for the purpose of determining the amount of vacation accrual) and shall return to the same or a comparable position held by the employee at the commencement of the parental leave. Vacation and sick leave accrual will cease while on parental leave any time an employee is not in full pay status (80 hours per pay).



- 4.06 A male employee, upon written request accompanied by a statement by a duly licensed physician or medical authority verifying the pregnancy of the spouse of such employee, shall be granted up to, but not exceeding, five (5) working days or forty (40) hours of leave after delivery by the spouse of such employee. Such leave shall be granted consistent with Sections 4.02, 4.04, 4.05 hereof.

## **SECTION 5: FUNERAL LEAVE**

- 5.01 All covered employees of the Municipal Court will be granted up to a maximum of three (3) scheduled eight (8) hour working days of leave with pay to attend the funeral of a 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 of travel to the funeral if it is in excess of five hundred (500) one-way miles.

## **SECTION 6: HOLIDAYS**

- 6.01 The following days are hereby designated as holidays, with pay, for all covered employees of the Maumee Municipal Court. 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.

<b>New Year's Day</b>	January 1 (if on Saturday, then designate Friday; if on Sunday then designate Monday)
<b>Martin Luther King Day</b>	Third Monday in January
<b>Presidents' Day</b>	Third Monday in February
<b>Memorial Day</b>	Last Monday in May
<b>Independence Day</b>	July 4 (if on Saturday then designate Friday; if on Sunday then designate Monday)
<b>Labor Day</b>	First Monday in September
<b>Columbus Day</b>	Second Monday in October

<b>Veterans' Day</b>	November 11 (if on Saturday then designate Friday; if on Sunday then designate Monday)
<b>Thanksgiving Day</b>	Fourth Thursday in November
<b>Day After Thanksgiving</b>	Friday following Thanksgiving
<b>Christmas Day</b>	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 a Tuesday, Wednesday, Thursday, or Friday, the day immediately preceding is designated as a holiday. When Christmas Day (December 25) is on a Saturday, Sunday or Monday, the workday immediately following the holiday is designated as a holiday.
- 6.03 In addition to the holidays set forth above, when New Year's Day (January 1) is on a Tuesday, Wednesday, Thursday, or Friday, ONLY the afternoon immediately preceding is designated as a holiday.

## **SECTION 7: PERSONAL LEAVE**

- 7.01 Covered full-time employees may request and receive a maximum of thirty-two (32) hours of personal leave with pay during each calendar year, provided that the employee has completed ninety (90) calendar days of employment. Personal leave shall be prorated during the first calendar year of employment for new employees. Written requests for personal leave shall be submitted to the Clerk of Court. However, in emergency situations, requests for personal leave may be phoned in to the Clerk of Court for verbal approval. All requests for personal leave must be approved by the Clerk of Court before said employee is preauthorized to be absent from duty.
- 7.02 Such personal leave hours, upon approval, shall be used in whole hours only. Personal leave hours not used within the calendar year shall not accumulate and carry over to a subsequent calendar year. The Clerk of Court may refuse the request for leave in the event such leave will unduly handicap the operation of the Municipal Court.

## **SECTION 8: RETIREMENT OR RESIGNATION BENEFITS**

- 8.01 Upon resignation or retirement, an employee who has at least five (5) years of continuous service with the Court, immediately prior to their retirement or

resignation, shall be entitled to a cash payment for the employee's total accumulated unused sick leave earned with the Maumee Municipal Court 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 (1200) hours or a maximum of six hundred (600) hours of accumulated unused sick leave earned with the Maumee Municipal Court to be paid at the employee's rate of pay at the time of retirement. Any hours in excess of 960 or 1200 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 of the employee's earned unused vacation time, personal leave and compensatory time at the employee's rate of pay when severed.

## **SECTION 9: DEATH BENEFITS**

- 9.01 Sick leave allowance to employees, which has been earned and accumulated while employed by the Maumee Municipal Court 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 full-time employees, provided that such employees have completed ninety (90) calendar days of employment with the Maumee Municipal Court (effective the first day of the month after ninety (90) days of employment will have been completed), shall be included in a group life insurance program containing convertibility rights upon termination of service in the amount of fifty thousand dollars (\$50,000.00) face value and an accidental death and dismemberment clause of an amount equal to face value.
- 9.03 All covered full-time employees below the head of the division (including Chief Bailiff, Chief Supervision Officer/Deputy Clerk, Chief Deputy Clerk), provided that such employee has completed ninety (90) calendar days employment with the Court, 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, rounded to the nearest thousand dollars, on January 1<sup>st</sup> of each year, for each employee; provided that the minimum amount shall be no less than fifty thousand dollars (\$50,000.00)

face value and an accidental death and dismemberment clause of an amount equal to face value.

- 9.04 The Clerk of Court, provided that such employee has completed ninety (90) calendar days employment with the Court, 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, rounded to the nearest thousand dollars, on January 1<sup>st</sup> of each year and an accidental death and dismemberment clause of an amount equal to face value.
- 9.05 The amount of coverage, as provided in Section 9.02, 9.03, and 9.04 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.
- 9.06 The entire premium for the aforementioned group term life insurance programs shall be paid by the City of Maumee.

#### **SECTION 10: HOSPITALIZATION, PHYSICIAN'S SERVICES, MAJOR MEDICAL INSURANCE**

- 10.01 All full-time 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 Court 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 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 an optional dental and optical program 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 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 (85%) and the employee shall pay the remaining fifteen percent (15%) through automatic payroll deduction not to exceed \$125.00 single/\$250.00 family per month.

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 Court/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 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.

## **SECTION 11: VACATION LEAVE**

11.01 Employees shall be entitled to annual 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

Covered employees hired on or after January 1, 2009 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

11.02 Prior full-time service shall be counted in computing vacation leave and 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 the purposes of accrual of vacation leave as set forth above.

- (1) Any employee, who has retired in accordance with the provisions of any retirement plan offered by the state and who is employed by the state or any political subdivision of the state shall not have prior service with the state, any political subdivision of the state, or a regional council of government established in accordance with Chapter 167 of the Ohio Revised Code counted for the purpose of computing vacation leave.

11.03 Continuous service for purposes of computing the amount 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 Clerk of Court.

11.04 Vacation leave shall accrue, as set forth in Section 11.01 above, for each completed full pay period in full pay status. In order for an employee to accrue vacation time, 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 any vacation leave be used in excess of the number of hours of such leave accrued at any time.
- (2) Vacation leave may be denied, postponed, or advanced for the convenience of the Clerk of Court.
- (3) All vacation leave must have prior approval, in writing, by the Clerk of Court.

- (4) Use of vacation leave in excess of one hundred twenty (120) consecutive hours shall be allowed only upon prior written approval by the Municipal Court Judge.
- (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 Clerk of Court. All other unused vacation leave shall be paid to the employee in 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 only subject to the conditions set forth above.

**SECTION 12: LONGEVITY PAY**

12.01 Longevity pay shall be calculated and 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 Court shall be entitled to annual longevity payments according to the following schedule:

<u>Completed Years of Service</u>	<u>Amount</u>
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

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

## SECTION 13: OVERTIME COMPENSATION

13.01 Upon prior approval of the Clerk of Court, all covered employees of the Municipal Court (excluding managerial and supervisory personnel) shall receive, in addition to base pay, compensation for hours worked in excess of the hours the employee is regularly scheduled to work. Compensation for overtime hours, in addition to base pay, shall be at the rate of fifty percent (50%) of base pay.

13.02 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 approval of the Clerk of Court 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 eighty (80) hours at any one time.

Any overtime hours worked which would result in an excess of eighty (80) 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 two hundred forty (240) hours of compensatory time can be utilized in any payroll year.

13.03 Any full-time employee (except the Clerk, Chief Deputy Clerk, Chief Bailiff, Chief Supervision Officer/Deputy Clerk when called out for emergency duty not scheduled in advance or not abutting or overlapping their scheduled shift shall be entitled to callout compensation for no less than two (2) hours of their base pay if said employee is called out during the times set forth below. In the event that there is a subsequent callout for such employee who falls within two (2) hours of the first callout, then it shall be counted as a part thereof.

Sunday	from	11:30 p.m.	to	Monday	at	6:00 a.m.
Monday	from	11:30 p.m.	to	Tuesday	at	6:00 a.m.
Tuesday	from	11:30 p.m.	to	Wednesday	at	6:00 a.m.
Wednesday	from	11:30 p.m.	to	Thursday	at	6:00 a.m.
Thursday	from	11:30 p.m.	to	Friday	at	6:00 a.m.
Friday	from	11:30 p.m.	to	Saturday	at	6:00 a.m.



Saturday from 11:30 p.m. to Sunday at 6:00 a.m.

#### **SECTION 14: TRAVEL AND MILEAGE ALLOWANCE**

- 14.01 Covered employees of the Municipal Court shall be allowed the sum equal to that approved by the Internal Revenue Service, plus parking charges and tolls, for travel on official business for the Municipal Court in privately owned vehicles; provided however, such travel must be authorized by the Clerk of Court and certified by the employee to the Director of Finance.
- 14.02 The City will reimburse up to a maximum of thirty-five dollars (\$35.00) for meals (exclusive of alcoholic beverages) and for lodging for the employee only when traveling outside of Lucas County, 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.

#### **SECTION 15: NONDISCRIMINATION**

- 15.01 The Court 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 employees groups for which dues deductions are made upon the effective date of these Rules.
- 15.02 The employee organizations, their officials, employees, affiliates or members shall not discriminate against, intimidate, coerce or interfere with any employee of the Court, 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 non-members for employee organization membership or dues on Court time.
- 15.03 The Court 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 Court initiate, create, dominate, contribute to or interfere with the formation or administration of any employee organization.
- 15.04 The Court shall not discriminate against any employee(s) on the basis of age, sex, race, color, religion, creed, disability, marital status, national origin, or political affiliation.
- 15.05 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, in 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.

## **SECTION 16: CIVIC LEAVE**

- 16.01 All covered employees of the Municipal court will be granted, upon written request from the employee, civic leave upon the terms and conditions set forth herein.
- 16.02 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 Clerk of Court prior to the date the employee will be required to be absent from work.
- 16.03 All full-time employees, regardless of their scheduled work hours in the Court, shall be compensated for civic duty as set forth in section 16.03.

## **SECTION 17: MILITARY LEAVE**

- 17.01 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.

While on such leave, such employee shall be paid the employee's regular rate of pay, less military pay, not to exceed a total of twenty-two (22) eight (8) hour days in any payroll year; provided however, to receive payment of salary the employee must, prior to the leave, file with the Clerk of Court 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.

## **SECTION 18: GRIEVANCE PROCEDURE**

- 18.01 It is the policy of the Maumee Municipal Court 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.

18.02 For purpose of the procedure, the below listed terms are defined as follows:

- (1) "Grievance" shall be 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 these Rules. 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 these Rules 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 Maumee Municipal Court 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.

18.03 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 Court.

- (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 the receipt recorded thereon.

#### 18.04 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 Court 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 Court 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.

#### 18.05 Procedure

Step One: An employee having a grievance may pursue the grievance by submitting a completed Grievance Form to the Clerk of Court 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 Clerk of Court, or designated representative of the Clerk of Court, shall schedule and conduct a hearing with the grievant. The Clerk of Court, 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 Judge within five (5) days of the receipt of the Clerk of Court's written disposition.

The Judge shall schedule and conduct a hearing with the grievant within ten (10) days after receipt of the Grievance Appeal; and within ten (10) days after such hearing, the Judge shall provide the grievant with a written disposition on the grievance.

## **SECTION 19: REDUCTION IN FORCE**

- 19.01 Whenever the number of employees is reduced for economic reasons, the persons with the least Court seniority in the affected position classification shall be reduced to the next lower position classification for which qualified in the Municipal Court, and in like manner, with the persons of least Court seniority in the lowest position classification in the Municipal Court being removed. When a position is abolished, the incumbent shall be transferred within the Municipal Court to a position in the same position classification or the next lower position classification, if any, for which such employee is qualified and has Court seniority.
- 19.02 Whenever a reduction in force becomes necessary, the Clerk of Court 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.
- 19.03 For purposes of this Section, in the event two (2) or more employees have the same Court seniority, the employee seniority of one against the other shall be determined by age with the oldest employee considered having the greatest seniority.
- 19.04 All recalls to employment shall be in order of seniority; that is, the last employee released within the Municipal Court 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.

## **SECTION 20: MEDICAL LEAVE**

20.01 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 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.

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

20.02 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.

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.

20.03 An employee on an approved medical leave shall cease to accrue vacation leave and sick leave for any pay period during which the employee is on the medical leave.

## **SECTION 21: LEAVE OF ABSENCE**

21.01 Covered employees may be granted a leave of absence without pay, upon the approval of the Clerk of Court and for good cause shown, for a period not to exceed sixty (60) days in any payroll year. For purposes of this Section, good cause shall be deemed not to include employment not with the Municipal Court or search therefore.

21.02 A leave of absence may be extended at the discretion of the Clerk of Court; 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.

21.03 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.

- 21.04 Under no circumstances may an employee on an approved leave of absence for more than thirty (30) consecutive days continued 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) consecutive days.
- 21.05 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.
- 21.06 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.
- 21.07 An employee who fails to report to duty at the end of an approved leave of absence on the date specified by the Clerk of Court shall be considered severed from Court employment.
- 21.08 An employee who uses a leave of absence for purposes other than the reason for which the leave was granted shall be subject to disciplinary action or termination.

## **SECTION 22: PAYROLL YEAR, PAY PERIODS AND PAY DATES**

- 22.01 As used throughout these Rules, 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 year covered in part by these Rules is:

**2016** December 28, 2015 through December 25, 2016

- 22.02 For the purpose of paying salaries and other compensation to covered employees, the pay periods shall be the bi-weekly periods commencing on December 28, 2015, and continuing thereafter.
- 22.03 The pay date for salaries and compensation due covered employees, as established by these Rules for each pay period, shall be the Friday next following the expiration of each bi-weekly pay period; provided however, when such Friday is a holiday, as set forth in Section 6, the pay date shall be the workday immediately proceeding any such designated holiday.
- 22.04 Upon acceptance by the Municipal Court employees and all Maumee city employees

and/or their bargaining units, Section 22.03 will be modified to reflect the direct deposit of employee payroll checks, with Monday designated as the pay date for salaries and compensation due to the employees under this section.

**SECTION 23: STEP ADVANCEMENT**

- 23.01 The salary schedule shall consist of an entry rate, six (6) intermediate rates and a maximum rate for Judge’s Secretary/Assignment Commissioner, Deputy Clerk and Supervision Officer/Deputy Clerk.
- 23.02 The salary schedule for managerial and supervisory employees shall consist of an entry rate, six (6) intermediate rates and a maximum rate for Clerk of Court, Chief Deputy Clerk of Court, Chief Supervision Officer/Deputy Clerk, ,and Chief Bailiff.
- 23.03 The first step thereof shall be the minimum rate and shall normally be 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 Municipal Court Judge. Upon promotion to a higher position, an employee shall be assigned to the pay step which is closet to, but not lower than, the pay step which reflects a five (5%) percent wage increase.

**SECTION 24: SALARY/COMPENSATION**

- 24.01 The base salaries for the positions covered by these Rules shall be calculated on the basis of two thousand eighty (2080) hours in pay status equaling the herein listed annual salaries.
- 24.02 Notwithstanding the salary compensation and positions set forth below, the Judge may set forth an amount of compensation for an employee.

From and after the pay period beginning December 28, 2015, the respective annual salaries and compensation shall be as follows:

<b>Position</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>	<b>Step H</b>
Deputy Clerk	41,123	42,470	43,864	45,308	46,802	48,347	49,947	51,607
Supervision Officer/ Deputy Clerk	46,079	47,663	49,300	50,994	52,749	54,564	56,445	58,388
Chief Deputy Clerk	As determined by the Court							



Chief Supervision Officer/Dep. Clerk	52,592	54,433	56,340	58,311	60,350	62,465	64,651	66,913
Judge's Sec./Assign. Commissioner	52,592	54,433	56,340	58,311	60,350	62,465	64,651	66,913
Chief Bailiff	52,592	54,433	56,340	58,311	60,350	62,465	64,651	66,913
Clerk of Court	As determined by the Court							

## **SECTION 25: MANAGEMENT RIGHTS**

25.01 Nothing in the Rules shall be construed as delegating to others the authority conferred by law upon the Court or in any way abridging or reducing such authority.

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

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

- (1) Hire and transfer employees;
- (2) Discharge, suspend, or discipline employee;
- (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 the 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 facilities.

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

## **SECTION 26: INTERNAL REVENUE SERVICE SECTION 125 PLAN**

26.01 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.

26.02 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.

## **SECTION 27: RETIREMENT PICK-UP**

27.01 As permitted by the Internal Revenue Service and Ohio Public Employees Retirement System (OPERS), 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.

27.02 The employee's gross pay will be reduced by the employee's contribution rate, which amount will be forwarded to OPERS. 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.

## **SECTION 28: EMPLOYEE ASSISTANCE PROGRAM (EAP)**

28.01 An Employee Assistance Program shall be available to assist employees in dealing with problems. The Court 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 the treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Court or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined or discharged.

28.02 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.

## **SECTION 29: FAMILY AND MEDICAL LEAVE ACT**

29.01 The Court agrees to be bound by the provisions of the Family and Medical Leave Act (FMLA) of 1993, and as set forth herein below:

29.02 Any leave taken by any employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period 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 for adoption or foster care;
- (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.

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

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

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

29.06 The City of Maumee Human Resource's Commissioner shall provide court employees with notification of FMLA availability as set forth in the FMLA Act of 1993.

### **SECTION 30: EDUCATION AND TRAINING**

30.01 Upon one full year of employment with the Maumee Municipal Court, a full-time employee may request tuition reimbursement for additional schooling or training and professional certifications above and beyond the training required by the Court, relative to the performance of the employee's job duties.

Tuition reimbursement may be authorized by the Clerk of Court or Judge if it is determined that such additional training will be of sufficient benefit to the Court.

30.02 In order to qualify for tuition reimbursement, a full-time employee must have prior written approval of the Clerk of Court or Judge, 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.

30.03 Upon completion of the employee's degree, said employee shall be required to retain employment with the Court for a period of three years. If the employee terminates employment with the Court before the three year period, the employee shall reimburse the Court for a pro rata cost of tuition. Said reimbursement shall be repaid by dividing the total number months worked into the total amount of reimbursement, the remaining balance shall be due and owing to the Maumee Municipal Court.

### **SECTION 31: PROBATIONARY PERIOD**

31.01 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.

31.02 During the one hundred eight (180) day probationary period, the Court shall retain the right to terminate an employee who is unable to perform the duties of the position, provided that the Judge or Clerk of Court conduct a meeting and provide a written statement outlining the reasons for termination.

31.03 During the ninety (90) day promotional probationary period, the Court 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 Judge or Clerk of Court. At such a meeting, the Judge or Clerk of Court 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.

## **SECTION 32: DRUG / ALCOHOL TESTING**

- 32.01 The employer recognizes that drug/alcohol abuse is a problem in the workplace. In accordance with the Drug Free Workplace Policy of the Court (City of Maumee), drug/alcohol screening/testing shall be conducted at time of pre-employment and upon reasonable suspicion. Drug/Alcohol screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in a criminal proceeding. Under no circumstances may the results of drug/alcohol screening/testing be released to a third party. The following procedure shall not preclude the employer from other administrative action but such actions shall not be based solely upon the test results.
- 32.02 All drug/alcohol screening tests shall be conducted by medical laboratories or persons licensed by the State of Ohio. The procedure utilized by the test lab or person shall include a chain of custody procedure and mass spectroscopy confirmation (drugs only) of any positive initial screening. The cost of any random drug and/or alcohol testing of an employee, beyond the initial testing and return to work testing, shall be the responsibility of the employee.
- 32.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined in the Federal Drug Free Workplace Act. The specimen shall be separated into three (3) samples. If the screening is positive, the second sample shall undergo a confirmatory test by the gas chromatography –mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done on the sealed third sample at a medical laboratory licensed by the State of Ohio of the employee's choosing, at the employee's expense. This test shall be given the same evidentiary value as the two (2) previous tests.
- 32.04 Upon the findings of positive test results for use of substances in a manner which violates this Article, the employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used a substance in a manner which violated this Article. Upon the conclusion of such investigation, the employer shall have the right to disciplinary action. The employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation,

leave, and personal days for the period of the rehabilitation or detoxification program. An employee who participates in an out-patient initial program of rehabilitation or detoxification may be offered work, if available, provided the employee executes a conditional return to work agreement. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of an initial program and a demonstration that the employee is no longer using a substance in a manner which violates this Article, the employee shall be returned to a comparable position. Such employee shall be required to execute a return to comparable position agreement upon return to the comparable position. Any employee in the above-mentioned rehabilitation or detoxification program will not lose any seniority or insurance benefits provided any applicable employee contribution for such insurance benefits has been prepaid through the Director of Finance for any medical leave of absence without pay for a period not to exceed ninety (90) days.

32.04 If the employee refuses to undergo rehabilitation or detoxification, fails to complete a program of rehabilitation, or violates this Article or the work agreement, such employee shall be subject to disciplinary action up to and including termination of employment. Except as otherwise provided herein, costs of all drug/alcohol screening tests and confirmatory tests shall be borne by the employer.

32.05 No drug testing shall be conducted without the authorization of the employer. If the Department Head orders, the employee shall submit to a toxicology/alcohol test in accordance with the procedure set forth herein. Refusal to submit to toxicology testing after being ordered to do so shall result in disciplinary action up to and including termination of employment. The employer shall provide the employee with written notice of the activity constituting reasonable suspicion.

32.06 The employee shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

### **SECTION 33: PART-TIME POSITIONS**

#### **Positions:**

**Part-time Deputy Clerks**  
**Part-time Deputy Bailiffs**  
**Part-time Supervision Officer/Deputy Clerk**

#### **Salary/Compensation:**

33.01 The range of pay for the part-time positions listed above is \$12.00 to \$20.00 per hour. The initial salary, once established, shall be for a period of at least six months.

Additional increases may be granted by the Judge outside the salary range. All part-time personnel shall receive in addition to base pay, compensation for hours worked on holidays at the rate of fifty (50%) of base pay. For the purpose of this section, a holiday is a normal workday in which the Court is closed in observance of a holiday listed in Section 6.01.

### **SECTION 34: OFFICE AND EQUIPMENT USE**

The work areas, furniture, and equipment in the Courthouse are the sole property of the Maumee Municipal Court and are made available to employees for work purposes only. To be efficient in day to day operations of the Court, the furniture and equipment must be accessible to employees, their supervisors, and the Clerk of Court.

### **SECTION 35: COMPUTER USE POLICY**

#### **Background:**

The computer systems of the Court provide employees with new tools to communicate within and outside the Court facilities and to use information not previously available, thus adding to their productivity. These tools expose both the individual and the information system itself to new opportunities and problems.

#### **Policy:**

The computer hardware, software, and data resources made available to employees are and remain the property of the Court. The Court shall designate what software and data shall be made available, and employees shall use these resources where appropriate to enhance their effectiveness in accomplishing their assigned responsibilities.

During normal work hours the use of internet and email shall be used to enhance job related functions. An employee may use the internet and email for personal use if the employee is not on work time.

#### **Procedure:**

The Clerk and Judge shall decide issues that affect system-wide issues or resource conflicts.

Each employee who is provided access to hardware of data systems shall work to preserve the integrity of those resources.

The use of Internet email shall be determined by each department. Those assigned an email address shall maintain that as they would their mail box. Email/messages remain the property of the Court. Email and messages generally are public record.

Access to the Internet shall be assigned by the department head. Use of the Internet shall be for enhancing employees' job performance through use of information resources and Email communications.

Software used on PC's and servers must be properly licensed. No software shall be installed on PC's and servers without the prior approval by the Clerk and the Judge.

Use of computer/information/communication resources in inappropriate or non-productive ways is prohibited.

Employees shall not permit unauthorized access to the systems or data of the Court. Passwords shall be used, updated, and available to the employee's department head (or designee). The computers and their contents remain the property of the employer.

Internet access and email usage require active use of anti-virus software recommended and installed by the software provider.

Inappropriate use may be subject to disciplinary action.

### **SECTION 36: POLICY STATEMENT ON SEXUAL HARASSMENT**

The Maumee Municipal Court as part of their continuing affirmative action efforts and pursuant to the guidelines on sex discrimination issued by the Equal Employment Opportunity Commission, fully support legislation to protect and safeguard the rights and opportunities of all people to seek, obtain and hold employment and without subjugation to sexual harassment or discrimination of any kind in the workplace. It is the policy of the Maumee Municipal Court to provide an environment free of sexual harassment.

Sexual harassment is a violation of the Title VII of the Civil Rights Acts of 1964 and it is against the policies of the Maumee Municipal Court for any employee, male or female, to sexually harass another employee by:

- (1) making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of an employee's employment, or
- (2) making submission to or rejections of such conduct the basis for



employment decisions affecting the employee, or

- (3) creating an intimidating, hostile or offensive working environment by such conduct which unreasonably interferes with an employee's job performance.

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes with our work effectiveness. Sexual harassment may take different forms. One specific form is the demand for sexual favors. Other forms of harassment include:

- Verbal: Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats.
- Non-Verbal: Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures.
- Physical: Unwanted physical contact, including touching, pinching, brushing the body, coerced sexual intercourse, assault.

Sexual harassment may be overt or subtle. Some behavior which is appropriate in a social setting may not be appropriate in the workplace. But whatever form it takes, verbal, non-verbal or physical, sexual harassment can be insulting and demeaning to the recipient and cannot be tolerated in the workplace.

Sexual harassment by any employee, department head, or supervisor, will not be tolerated. All employees, supervisors and non-supervisors alike, will be expected to comply with this policy and take appropriate measures to ensure that such conduct does not occur.

Appropriate disciplinary action will be taken against any employee who violates this policy against sexual harassment. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination.

## **Sexual Harassment Complaint Procedure**

1. Any employee who believes he or she has been the subject of sexual harassment should report the alleged act immediately to his or her supervisor, Clerk of Court or Judge both verbally and in writing.
2. If a complaint involves a department head or supervisor, the complaint shall be filed directly with the Clerk of Court or Judge of the Maumee Municipal Court.
3. All complaints will be handled in a timely and confidential manner. In no event will information concerning a complaint be released by the Court to third parties or to anyone within the Court who is not involved with the investigation. Nor will anyone involved be permitted to discuss the subject outside the investigation. The purpose of this provision is to protect the confidentiality of the employee who files a complaint, to encourage the reporting of any incidents of sexual harassment, and to protect the reputation of any employee wrongfully charged with sexual harassment.
4. Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. Employees shall be guaranteed an impartial and fair hearing. All employees shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or assisting in an investigation.
5. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action designed to stop the harassment immediately and to prevent its recurrence will be taken. The Court recognizes that the questions of whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires a factual determination based on all the facts in the matter. Given the nature of this type of discrimination, the Court recognizes also that false accusations of sexual harassment can have serious effects on innocent individuals. It is hoped that all employees of the Court will continue to act responsibly to establish and maintain a pleasant working environment, free of discrimination, for all.

## **SECTION 37: GENERAL CODE OF PERSONAL CONDUCT**

37.01 As custodians of the public trust, the employees of the Maumee Municipal Court must be held to a high standard of conduct in the performance of their duties. Therefore,

all employees of the Maumee Municipal Court are expected to conduct themselves in accordance with the following general guidelines in all aspects of their employment.

1. An employee shall exhibit professionalism in speech, behavior, and appearance.
2. An employee shall treat the public and fellow employees with courtesy and respect and shall refrain from the use of obscene, abusive, or threatening language.
3. An employee shall maintain the highest standards of integrity and honesty.
4. An employee shall at all times, whether on duty or off, refrain from engaging in conduct which brings disrepute or discredit to the Maumee Municipal Court or which will undermine public confidence in the workings of the government of the Maumee Municipal Court.
5. An employee shall refrain from the use of illegal drugs and the abuse of otherwise legal drugs and chemicals, whether on or off duty, and shall not consume alcoholic beverages to such an extent that it interferes with the employee's on-duty performance, whether such beverages are consumed on or off duty.
6. An employee shall promptly comply with all requests, instructions, and orders from those occupying higher positions in the employee's chain of command.
7. An employee shall discharge the responsibilities of his or her position by thorough, diligent, and prompt performance of his or her duties.
8. An employee shall not disclose to or discuss with unauthorized persons any information acquired in the course of employment which is required by law to be kept confidential.
9. An employee shall conduct himself or herself with due regard for the health and safety of coworkers, the public, and the employee, and shall refrain from conduct which endangers person or property.
10. An employee shall diligently observe the work rules, regulations, policies, and procedures of the Maumee Municipal Court.

**SECTION 38: DURATION, REPEAL, AND CONFLICTS**

38.01 These Rules supersede, cancel and repeal all previous methods of calculation compensation; verbal, written or based on alleged past practices between the Court and employees, or representatives of employees, and constitutes the entire method for calculation of employee compensation.

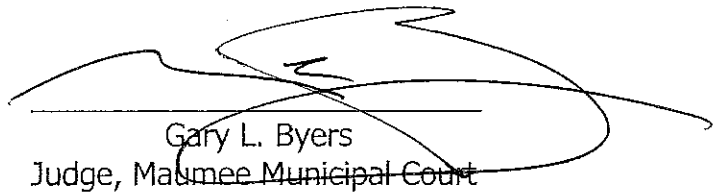
38.02 It is hereby determined that the provisions of these Rules, relative to salaries and compensation for certain Municipal Court employees, shall remain in full force from and after the effective dates hereof through, at least December 31, 2016.

38.03 If any provision of these Rules, or any application of the provisions of these Rules, 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.

The Maumee Municipal Court Personnel Rules shall become effective on December 28, 2015.

So ORDERED.

3-9-16  
(Date)

  
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Gary L. Byers  
Judge, Maumee Municipal Court

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