

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

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

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

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

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

**HOURS OF WORK**

**SECTION 1**

- 1.01 Generally, the average hours of work for Directors shall be eighty to ninety, (80- 90) hours per pay period, but the salaries set forth below shall encompass all hours of work for Directors regardless of the actual number of hours of work required.
- 1.02 Department Directors nor the City Administrator shall be eligible for paid overtime compensation. However, Directors and Administrator shall be allowed to accumulate compensatory time at straight time for all hours worked exceeding fifty- five (55) hours in a week. However, designated holidays shall be considered hours worked for the purpose of calculating compensatory time. Total accumulation shall not exceed four hundred sixty (460) hours unless designated by separate contract.

**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       | (7) Step-child  |
| (2) Step-parent  | (8) Grandparent |
| (3) Sibling      | (9) Grandchild  |
| (4) Step-sibling |                 |
| (5) Spouse       |                 |
| (6) Child        |                 |

2.03 All covered employees who were hired on or before December 31, 2021, shall accrue sick leave at the rate of four (4) hours per pay period. All employees who were hired on or after January 1, 2023, shall accrue sick leave at a rate of three (3) hours per pay period. No employee shall accrue sick hours if their time off is otherwise unpaid, currently using sick leave, and/or said time off is a condition of a disciplinary action.

2.04 Sick leave shall be used in whole hour increments rounded up to 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 Mayor. The Mayor may require a license physician's verification of such, injury, or absence before granting approval. Any abuse of sick leave may lead to disciplinary action up to and including termination. The employer may request a licensed Medical Practitioner statement from an employee and/or take disciplinary action where there is an indication of abuse of sick leave or excessive use. The Employer may also request a medical examination by a physician of the employer's choosing. If the Employer requires a second opinion, the cost of such examination shall be paid by the city.

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 city. Employees may also be eligible for FMLA for which the employee may request, or the employer may designate the leave as referenced in Section 25 of this ordinance.

2.07 A licensed medical certification may be required if sick leave is used for a workday directly prior or after a holiday listed in Section 5.

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

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

2.10 Any abuse, patterned use, or falsification of reasons for use of sick leave shall be just and sufficient cause for disciplinary action up to and including termination even though no such cause is required.

2.11 For those employees hired on or after January 1, 2020 , sick leave shall accrue the rate specified herein for a total not to exceed one thousand (1,000) hours unless specified in separate contract.

Such accumulation shall include hours earned and unused while employed by the city of Maumee and any hours transferred at the time of employment from any other municipality within the political subdivision or agency of the State of Ohio.

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

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

2.14 Each employee, shall be entitled to an additional twenty (20) bonus vacation hours if said employees fails to use any sick leave during each preceding 6-month period in a calendar year, provided said employee is not off work for unpaid leaves related to disciplinary matters. Commencing January 1, 2025 employees shall be entitled to forty (40) bonus vacation hours if said employee fails to use any sick leave during each preceding calendar year, provided said employee is not off work for unpaid leaves of absence and/or administrative paid or unpaid leaves related to disciplinary matters. First full year shall be January 1, 2024 through December 31, 2024 and prorated at separation of employment. Those employees hired on or after December 31, 2022, will not be eligible for bonus vacation hours.

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

2.16 Employees may, instead of time off, convert the bonus vacation hours to cash. The conversion shall be of the amount of bonus vacation hours 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.

2.17 In addition to the above, an employee who has one hundred (100) hours or more of sick leave earned and unused excluding transferred, accrued time from another jurisdiction, while employed by the City of Maumee may, upon completion of a sick leave conversion form provided by the Finance Department, request to convert the earned but unused sick leave to cash at the rate of one (1) hour of pay for two (2) hours of sick leave. Conversion of unused sick leave shall be of the sick leave accrued during the previous payroll year ending with the last full pay period. The conversion shall only apply to the hours accrued in the previous year and employees shall not be permitted to convert the hours which would place the employee's balance under one hundred (100) hours of sick leave earned and unused while employed by the City of Maumee. However, if an employee chooses the preceding payout, the number of sick leave accrual hours used for this cash conversion shall permanently reduce said employee's Maumee accrued sick leave bank and accrual cap referenced in this Ordinance by

the amount of sick leave used to calculate a payout either annually or at separation unless otherwise specified in any other contract.

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

2.19 At the employer's discretion, light duty may be required.

### **INJURY LEAVE**

#### **SECTION 3**

3.01 In the event a covered employee is absent due to a disabling injury incurred on duty, under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio, providing the extent of such injury or disability prevents such person from performing those duties as may be assigned and, provided further, such period shall not exceed , four hundred and eighty (480) hours. In order to be eligible, the employee must submit a City Employee Injury Report and a written statement from the attending physician or medical authority which:

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

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

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

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

3.05 If an employee returns to work prior to the expiration of the original four hundred and eighty (480) hours and then is disabled later due to the same injury incurred under the same terms and conditions as set forth in Section 3.01 above including a written statement from an attending physician or medical authority:

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

The employee may use the unused portion of the four hundred eighty (480) hours until such remaining injury leave is exhausted.

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

3.07 In the event of a service-connected injury while in the active discharge of duty and for which the employee is entitled to temporary total payments from the Workers' Compensation Bureau, the employee shall receive his or her full pay from said employee's sick or other leave bank for a period not to exceed four hundred eighty (480) hours. On a case-by-case basis, and in the sole discretion of the employer, such wage continuation may be continued for a period determined by the employer.

3.08 Employees who are injured while on duty shall, as a condition of receiving injury leave, file for the Workers' Compensation benefits according to the Workers' Compensation law and regulations immediately. Such filing shall, at the city's discretion, include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the city. The employee must submit to the city all temporary total compensation which the employee receives from the Bureau of Workers' Compensation for the period the employee is receiving wages from the city for injury leave or any sick leave the employee elects to use as a result of the injury.

3.09 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.

### **BEREAVEMENT LEAVE**

#### **SECTION 4**

4.01 All covered employees will be granted up to a maximum of three (3) scheduled eight (8) hour working days of leave with pay at the affected employee's regular rate of pay to arrange and attend services of a deceased member of their immediate family as defined in

Section 2.02 above and including the employee's guardian, daughter-in-law, son-in-law, brother-in-law, sister-in-law, spouse's parent, grandparent, or any relative residing in the household of the employee. Said days of leave for attendance at funerals for members of the immediate family or any relative residing in the household of the employee shall not be charged to sick leave. Employees shall be entitled to two (2) additional days if travel to the funeral is in excess of five hundred (500) one-way miles. Such bereavement leave must be used within six (6) weeks of the date of passing unless approved by the Mayor. Said approval shall only be approved in extenuating circumstances.

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

### **HOLIDAYS**

#### **SECTION 5**

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

New Year's Day	January 1 (if on a weekend then designate the workday following as the designated holiday).
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 (if on Saturday then designate Friday, if on Sunday then designate Monday)
Labor Day	First Monday in September
Veterans Day	November 11 (if on Saturday then designate Friday, if on Sunday then designate Monday)
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving.
Christmas Eve	December 24, (if on weekend, workday immediately preceding is designated the holiday).
Christmas Day	December 25, (if on weekend, workday immediately following is designated the holiday).
New Year's Eve	December 31 (if on weekend then designate workday immediately preceding as holiday)



**PERSONAL LEAVE**

**SECTION 6**

6.01 In addition to the holidays provided for by Section 5 above, covered employees shall be afforded the ability to take personal leave at a maximum of forty (40) hours of personal leave with pay during each calendar year. Persons hired after August 31, 2022 shall be afforded twenty-four (24) hours in a calendar year after serving ninety (90) days.

**RETIREMENT BENEFITS**

**SECTION 7**

7.01 Upon retirement from a state or municipal retirement system, an employee who has not less than five (5) years of continuous service with the city, unless stipulated by separate contract and immediately prior to the retirement, shall be entitled to a cash payment equal to an amount of one-half of up to each employee's maximum, earned, accumulated sick leave bank as stipulated in Section 2 of this Ordinance. The employee will be paid one half of one thousand two hundred hours (1,200) or a maximum half of the accrued caps in section 2 or (600) hours whichever is less of six hundred hours (600) of accumulated unused sick leave earned in service to the City of Maumee to be paid at the employee's rate of pay at the time of separation unless otherwise specified in by contract. Furthermore, no employee hired on or after January 1, 2023, shall be paid more than a maximum of two hundred (200) hours of accumulated, unused sick leave earned in service to the City of Maumee. In order to receive the accumulated sick and/or personal leave payments herein referred, an employee must provide confirmation from a state or municipal retirement system that the employee is either drawing retirement benefits within 30 days of separation and/or verification that said employee is currently drawing a retirement from a state or municipal retirement system. ONLY sick leave accumulated from the City of Maumee can be paid upon retirement.

7.02 Payment provisions of this Section shall not apply when an employee's separation from service is the result of a disciplinary action unless specified by contract.

7.03 In addition, all employees upon separation of employment shall receive a cash payment for the employee's earned and unused vacation time, personal leave time, and compensatory time at the employee's rate of pay at separation. Personal leave time accruals will only be paid upon drawing a retirement from a state or municipal retirement system if employee as at least five years of continuous service with the City of Maumee unless stipulated differently in an employment contract.

7.04 Once an employee has submitted their resignation or retirement letter, the separation is permanent unless the City Administrator approves otherwise in writing.

7.05 To the extent an employee termination occurs as a result of termination or request for resignation, or an agreement relational to the prior two, only unused vacation will be paid as per this ordinance. Unused sick and personal hours will be forfeited unless provided for in a separate employment contract, in which case all unused, accrued leave shall be paid to the employee.

7.06 City shall offer a deferred compensation plan which enables an employee to place any lump sum payments due said employee upon retirement into a tax-deferred, IRS sanctioned plan.

### **DEATH BENEFITS**

#### **SECTION 8**

8.01 Sick leave allowance to employees which has been earned and accumulated while employed by the City of Maumee and prior to termination of service as a result of the death of such employee in the amounts specified in Sections 2 and 7 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.

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

8.03 The amount of coverage, as provided in Section 8.02 above, shall be reduced pursuant to the contract of the group life insurance program, unless specified by contract.

8.04 The entire premium for the city's group term life insurance program shall be paid by the City of Maumee.

### **HOSPITALIZATION, PHYSICIAN'S SERVICES, HEALTH INSURANCE**

#### **SECTION 9**

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

- (1) Said employee has been employed by the city for thirty (30) or more calendar days.
- (2) Said employee must be considered full-time, non-seasonal, non-part-time to be eligible for coverage.
- (3) If the spouse of the employee is eligible for health care coverage, at a premium cost that which does not exceed \$250.00 per month for single coverage with the spouse's employer for premium share, the spouse must elect coverage from their own employer and shall not be eligible for coverage herein. In order to receive healthcare coverage from the city, the alternative coverage through the spouse's employer must provide comparable coverage and specific deductibles and copays as the City of Maumee for less than the \$250 mentioned above. For example, an

employee’s spouse being offered, from their employer, a \$5,000 deductible plan with no HRA/HSA or portion reimbursement is not considered comparable.

- (4) Each employee seeking coverage hereunder must certify by affidavit that his or her spouse is not eligible for and does not have healthcare coverage with another employer and/or for the amount stated above. It is the responsibility of the employee to notify the Employer of any change in this status.
- (5) The city may provide a stipend to a Healthcare Savings Account.

9.02 The city may include dental and optical programs as a part of the employer group health plan, the cost for which may be included as a part of the city's contribution formula set forth in Section 9.03.

9.03 The city shall make payments of such premiums for the group health plan described above in 9.01, to the extent of eighty-five percent (85%) and the employee shall pay the remaining fifteen percent (15%) through automatic payroll deduction. There will be no caps on Employee share commencing January 1, 2025. Commencing April 1, 2022, Employee’s contribution share of illustrated rates, cobra rates, or premiums for health care shall be as follows:

- a) \$150.00 single/\$275.00 family coverage effective 4/1/2022. This cap expires 12/31/2022.
- b) \$175.00 single/\$300.00 family coverage effective 1/1/2023 and expiring 12/31/23.
- c) \$200.00 single/\$325.00 family coverage effective 1/1/2024 and expiring 12/31/24.
- d) 15% for single/family coverage effective 1/1/2025.
- e) No caps other than employee percentage contribution will exist effective 1/1/2025.

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

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

**VACATION LEAVE**

**SECTION 10**

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

Up to 15 years of continuous service	-	200 hours
16 years or more continuous service	-	240 hours

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

10.02 Continuous service for purposes of the accrual of vacation leave of any employee shall not be deemed to have been interrupted by any period during which such employee was absent from employment on duly authorized leaves with pay or on any other absence from duty without pay granted by the Mayor. Continuous service will be deemed interrupted, and no time shall be accrued for the time an employee is on paid or unpaid administrative leave for a disciplinary matter, paid or unpaid administrative leave for other than an on-duty injury or duly processed medical leave.

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

- (1) Vacation leave may be postponed or advanced for the convenience of the city.
- (2) All vacation leave must have approval by the Administrator or Mayor in the case of the Administrator or Law Director.
- (3) Unused vacation leave, to a maximum of eighty (80) hours, may be carried over up to one (1) year from the employee's anniversary date of the year in which accrued; provided, the requested carryover is approved in writing by the Mayor unless specified by contract. All other unused vacation leave, not including any vacation accrued during the current anniversary year, may, at the employee's request be paid to the employee in a cash payment based on the employee's rate of pay at the time of the request for unused vacation leave hours. unless specified in a separate contract.

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

10.05 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.

### **TRAVEL AND MILEAGE ALLOWANCE**

#### **SECTION 11**

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

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

### **NONDISCRIMINATION**

#### **SECTION 12**

12.01 The city shall not discriminate against any employee(s) on the basis of age, gender, including pregnancy, childbirth and related medical conditions, citizenship status, race, religion affiliation, disability, marital status, sexual preference, gender identity, national origin, or political affiliation.

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

### **CIVIC LEAVE**

#### **SECTION 13**

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

13.02 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 City Administrator, or the Mayor in the case the subpoenaed employee is the City Administrator prior to the date the employee will be required to be absent from work. If said employee is dismissed by a court of competent jurisdiction more than three (3) hours before the end of his or her regular shift, they must return to work for the remainder of the workday. Civic leave shall not count as time worked for purposes of accrual of overtime or other accrued leave.

### **MILITARY LEAVE**

#### **SECTION 14**

14.01 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 in accordance with Federal law.

**RESIDENCY**

**SECTION 15**

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

**LEAVE OF ABSENCE**

**SECTION 16**

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

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

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

16.04 An employee on an approved leave of absence of fourteen (14) working days or less shall be afforded continued coverage of hospitalization and other insurance benefits during the period of the leave of absence; provided, any applicable employee contribution for such coverage has been deposited with the Director of Finance prior to the commencement of the leave of absence.

16.05 Under no circumstances may an employee on an approved leave of absence for more than fourteen (14) working days continue to receive hospitalization and other insurance benefits paid by the city. The employee may arrange to pre-pay, at the employee's expense, through the Director of Finance, the entire premiums necessary to continue the employee's hospitalization and other insurance benefits for the time of the leave of absence exceeding fourteen (14) days. An employee on an approved leave of absence who fails to prepay any necessary employee contributions or premiums, may be subject to immediate cancellation of healthcare insurance and the additional approved leave mentioned above.

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

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

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

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

**SECTION 17**

17.01 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:

2023- January 1, 2023  
2024- January 1, 2024  
2025- January 1, 2025

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

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

**BASE SALARY**

**SECTION 18**

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

**SALARY/COMPENSATION**

**SECTION 19**

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

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

The Mayor shall establish the salaries, leave time and benefits of the Directors within the ranges set forth below. Those salaries shall reflect the level of experience, education and/or contribution of the new hire or incumbent in carrying out the function of the position/s.

Step Advancement shall consist of (5) steps including Step A. All employees shall normally progress through the salary steps upon completion of each year of service beyond the rate at which they were hired or are currently receiving, whichever is higher unless otherwise advanced by the Mayor. Cost of living adjustments shall be awarded to the scale as opposed to a specific employee.

Step advancement date referenced above shall only be adjusted when an employee is reclassified, at which time their step date shall adjust to the date the reclassification takes effect.

The commencing payroll 1, 2024 salary range of the Directors shall be:

Directors						
2022						
Step	Finance Director/Asst Municipal Clerk		Director of Law		Administrator/Safety Service Director	
	Base	4.75%	Base	4.75%	Base	4.75%
A	\$100,000	\$104,750	\$110,000	\$115,225	\$120,000	\$125,700
B	\$107,500	\$112,606	\$120,000	\$125,700	\$132,500	\$138,794
C	\$115,000	\$120,463	\$130,000	\$136,175	\$145,000	\$151,888
D	\$122,500	\$128,319	\$140,000	\$146,650	\$157,500	\$164,981
E	\$130,000	\$136,175	\$150,000	\$157,125	\$170,000	\$178,075
2023						
Step	Finance Director/Asst Municipal Clerk		Director of Law		Administrator/Safety Service Director	
	Base	3.00%	Base	3.00%	Base	3.00%
A	\$104,750	\$107,893	\$115,225	\$118,682	\$125,700	\$129,471
B	\$112,606	\$115,984	\$125,700	\$129,471	\$138,794	\$142,958
C	\$120,463	\$124,076	\$136,175	\$140,260	\$151,888	\$156,444
D	\$128,319	\$132,168	\$146,650	\$151,050	\$164,981	\$169,931
E	\$136,175	\$140,260	\$157,125	\$161,839	\$178,075	\$183,417
2024						
Step	Finance Director/Asst Municipal Clerk		Director of Law		Administrator/Safety Service Director	
	Base	2.00%	Base	2.00%	Base	2.00%
A	\$107,893	\$110,050	\$118,682	\$121,055	\$129,471	\$132,060
B	\$115,984	\$118,304	\$129,471	\$132,060	\$142,958	\$145,817
C	\$124,076	\$126,558	\$140,260	\$143,065	\$156,444	\$159,573
D	\$132,168	\$134,812	\$151,050	\$154,070	\$169,931	\$173,329
E	\$140,260	\$143,065	\$161,839	\$165,076	\$183,417	\$187,086

Commencing payroll 1, 2024 the Finance Director/Asst Municipal Clerk new scale to better reflect the duties of this position:

- A \$118,682
- B \$127,583
- C \$136,484
- D \$145,385
- E \$154,286



**MANAGEMENT RIGHTS**

**SECTION 20**

20.01 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.

20.02 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.

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

- (1) Hire and transfer employees.
- (2) Discharge, suspend, or discipline employees.
- (3) Determine the number of persons required to be employed, laid off, or discharged.
- (4) Determine the starting and quitting time and the number of hours to be worked by its employees.
- (5) Make any and all rules and regulations. In the best interests of the city
- (6) Determine the work assignments of its employees.
- (7) Determine the basis for selection, retention, and promotion of employees.
- (8) Determine the type of equipment used and the sequence of work processes.
- (9) Determine the making of technological alterations by revising either process or equipment, or both.
- (10) Determine work standards and the quality and quantity of work to be produced.
- (11) Select and locate buildings and other facilities.
- (12) Establish, expand, and/or consolidate work processes and facilities.
- (13) Transfer or subcontract work; Consolidate, merge, or otherwise transfer any or all its facilities, property, processes of work with, or to, any other entity or effect or change, in any respect, the legal status, management, or responsibility of such property, facilities, processes of work.
- (14) Terminate or eliminate all or any part of its work, workforce, and/or facilities.

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

**INTERNAL REVENUE SERVICE SECTION 125 PLAN**

**SECTION 21**

21.01 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.

12.02 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 (Tax Deferment on contributions)**

#### **SECTION 22**

22.01 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.

22.02 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.

### **DRUG AND ALCOHOL TESTING**

#### **SECTION 23**

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

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

#### **SECTION 24**

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

24.02 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 EAP shall be strictly confidential.

### **FAMILY & MEDICAL LEAVE ACT**

#### **SECTION 25**

25.01 The city agrees to be bound by the provisions of the Family & Medical Leave Act of 1993 as amended. If an employee requests and takes FMLA leave and/or the City of Maumee determines the leave as requested meets the requirements under FMLA, based upon the qualifying reason for the leave any accrued sick hours, paid vacation, or personal time will be applied to the FMLA leave period until such paid leave time is exhausted, as provided herein. The Employee may request that accrued compensatory time also be paid during their FMLA leave period. The remainder, if any, of the FMLA leave period will be unpaid. If FMLA is utilized by any employee within six months of their resignation and/or retirement, all other accrued compensatory, personal, vacation, and sick leave time must be used first and in the preceding order.

### **EDUCATION AND TRAINING**

#### **SECTION 26**

26.01 An employee may request tuition reimbursement not to exceed \$8,500 annually for additional schooling or training and professional certifications, above and beyond the training required by the city, relative to the performance of the employee's job duties. Tuition reimbursement may be authorized by the Mayor if it is determined that such additional training will be of sufficient benefit to the city. Effective January 1, 2021 the maximum annual tuition reimbursement is \$8,500 and is considered taxable if the benefit exceeds \$5,250 as per Internal Revenue (IRS) guideline.

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

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

**DURATION, REPEAL, AND CONFLICTS**

**SECTION 27**

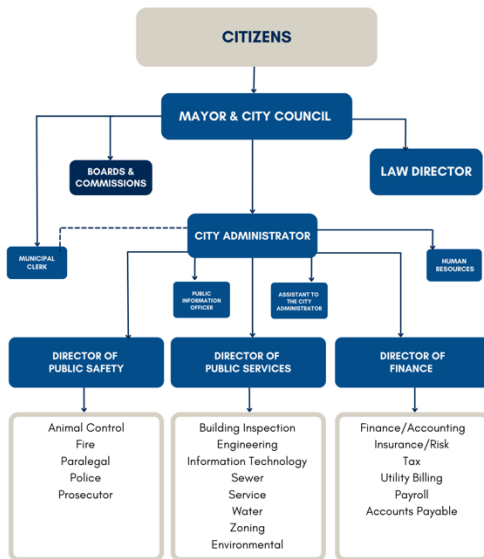
27.01 Any ordinance, resolution, or part thereof pertaining to the subjects treated in this Ordinance and which are inconsistent with said ordinance are hereby, repealed to the extent so inconsistent. Changes to this ordinance may be made by the City Administrator for the purposes of clarification, consistency, reclassification, and/or correction.

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

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

**SECTION 28 City Organizational Chart**

The purpose of this chart is to clearly outline the reporting structure within the City of Maumee organization and indicates the relationships shared between individual positions and aids in the proper delegation of tasks, responsibilities, and workload within our city.



## SECTION 29

### **Supervisory authority, discipline, and termination**

The above organizational chart depicts the chain of supervisory structure and further illustrates lines of authority within the City

We learn a lot about a City's reporting and authority relationships by reviewing its organization chart. To whom does a particular person report? Does each person report to one or more supervisors? How many people does a manager supervise? The above City of Maumee organizational chart depicts these relationships, chain of authority, and how decisions are made by holding those higher within the structure more accountable to administration and to elected officials.

The City Administrator as the Chief Administrative Officer shall be directly supervised by the Mayor and indirectly by the City Council. The Law Director reports directly to the Mayor and City Council, while Directors report to the City Administrator. Supervisors report to Directors and this structure follows in a similar manner throughout the organization. When acting at the direction of the City Administrator, the Assistant to the City Administrator shall have the same supervisory authority as the Administrator except for authority over Directors. This structure also delineates a summary path of how the discipline is carried out and by whom.

Discipline up to and including termination may be initiated and concluded by Directors and/or the City Administrator, or the Mayor subject to City Council approval in the case of the Administrator. (correction to make clear, Mayor initiates and concludes discipline of the Administrator subject to City Council approval, as per Ordinance 019-2023)