NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

72469720145 PERMIT NUMBER / STCK TYPE	RED LOBSTER HOSPITALITY LLC DBA RED LOBSTER #122 1422 REYNOLDS RD MAUMEE OHIO 43537
ISSUE DATE	
05 10 2024 FILING DATE	
D5 D6 PERMIT CLASSES	
48 TAX DISTRICT / 044 / A / F32592 RECEIPT NO.	

FROM 12/13/2024

PERMIT NUMBER / TYPE	
ISSUE DATE	
FILING DATE	
PERMIT CLASSES	
TAX DISTRICT / / RECEIPT NO.	

MAILED 12/13/2024 mg

RESPONSES MUST BE POSTMARKED NO LATER THAN. 01/13/2025 mg

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES A STCK 7246972-0145
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF MAUMEE CITY COUNCIL
400 CONANT ST
MAUMEE OHIO 43537-3366

SECTION A – Issued Permit Holder Information

*Issued Permit Holder's Business Name as listed on the issued permit:	*Issued Permit Holder #:
Red Lobster Hospitality LLC	7246972045

*Permit Premises Address:	*Is Permit Holder an Agency Store? ☐ YES ■ NO If YES, what is the assigned agency # _____
1422 Reynolds Rd	

*Township (if premises is outside city limits):	* City:	*Zip Code:	*County:
	Maumee	43537	Lucas

*Contact Name:	*Who will be the Primary Contact for this Application: ■ Contact Listed ☐ Attorney Listed Below
Joyce Leonardi	

Phone:	*Business Phone:
(407) 734-9652	(407) 734-9652

*Primary Contact's Email Address:
RLLicensing@redlobster.com

Attorney Information (if applicable)	Name: Joseph Berkebile			
Address: 317 E Carson Street, Suite 333	City: Pittsburgh	State: PA	Zip Code: 15219	Phone #: (412) 535-5105

Attorney Email Address:
joseph@flaherty-ohara.com

SECTION B – LLC Ownership Description

1. * List the **CURRENT 5%** or more owners in the issued permit as currently disclosed to us – Not sure who/what we have on record? Go to com.ohio.gov/liquorinfo (select "who has a disclosed ownership interest in a particular liquor permit" tab and enter the permit number listed on your issued permit).

	Person or Company Name	Membership Units	
		# Held	% Held
1	Red Lobster Management LLC	100	100
2			
3			
4			

2. * List the **NEW/REVISED 5%** or more owners as they should be listed in the issued permit **AFTER** the change. (Note, depending on your proposed change it's possible that some individuals might be listed above and below.) Any real persons **MUST** be at least 21 years of age. In addition to filling out the below information, please submit an updated LLC Membership Disclosure Form (OR com.ohio.gov/requiredforms - select form "Limited Liability Disclosure" form) that matches the "**NEW/REVISED**" information below.

	Person or Company Name	Membership Units	
		# Held	% Held
1	RL Investor Investor Holdings LLC	100	100
2			
3			
4			

City of Maumee DEPARTMENTAL REPORT

MEMO TO: Mayor MacDonald and City Councilmembers

FROM: City Administrator Patrick Burtch

DATE: 1/21/25

RECOMMENDATION: Authorize Administrator to enter into purchase agreement and approve purchase of 1686 Woodlands Drive, Maumee, Lucas County Ohio 43537 which consists of all of Parcels 36-41001 and 35-00461 legally described as follows:

Lot number eighty-eight (88) in Arrowhead Plat Six (6), a

Subdivision in the City of Maumee, Lucas County, Ohio, same being

Recorded in Volume 112 of Plats, page 87.

SUMMARY

This item is for the City to purchase 1686 Woodlands Drive, Maumee, Lucas County Ohio 43537 consisting of all of Parcels 36-41001 and 35-00461 legally described as follows:

Lot number eighty-eight (88) in Arrowhead Plat Six (6), a
Subdivision in the City of Maumee, Lucas County, Ohio, same being
Recorded in Volume 112 of Plats, page 87.

The Property includes the land and all appurtenant rights, privileges and easements, all buildings, and fixtures, if any for the purchase price of $268,500.00. The vacant woodland parcels will add approximately 2.9 acres to Eppstein Park at Arrowhead. Photo attached herein.

BUDGETARY CONSIDERATIONS

Purchase price is $268,500 for approximately 2.9 acres of wooded property. Funds from Capita Fund B will be employed for this purchase.

HISTORY, BACKGROUND and DISCUSSION of the ISSUE

Arrowhead Park, located in the far westerly portion of the City, started developing in the early 1980's and as of 2020 had significant vacant space due to the age of existing building and changes in office space market condition. Much of planning theory since 2010 was moving away from typical Euclidian Zoning, (separated uses) toward mixed used or form-based zoning development which is (use by right). Communities are reinventing themselves by mixing residential, commercial, and office uses to significant activity and reinvigoration just as Arrowhead so desperately needs. A significant component of these efforts include accessible park land which the City can provide in an expanded in Epstein Park. This purchase would increase the Park by approximately 30%.

Printable page

PARCEL ID: 3641001
MARKET AREA: 3004C
MAUMEE ASSOCIATES
TAX YEAR: 2025

ASSESSOR#: 43298035
ROLL: RP_OH
1686 WOODLANDS DR R
STATUS: Active

Summary - General

Tax District	MAUMEE CITY-MAUMEE CSD, PCVSD
Class	COMMERCIAL
Land Use	400 : C - COMMERCIAL VACANT LAND
Special Use	447 - OFFICE BLDG 1-2 STORY
Market Area	3004C - Click here to view map
Zoning Code	16-CM - Click here for zoning details
Zoning Description	Commercial-Industrial Dst
Water and Sewer	CITY WATER / CITY SEWER
Traffic	RESIDENTIAL SIDE STREET
Street Type	CONCRETE OR BLACKTOP
Owner	MAUMEE ASSOCIATES
Property Address	1686 WOODLANDS DR R MAUMEE OH 43537
Mailing Address	320 W DUSSEL DR MAUMEE OH 43537 1671
Legal Desc.	ARROWHEAD PLAT SIX LOT 88 EXC THT PT IN T D 3 5
Certified Delinquent Year	
Census Tract	71.04

Summary - Most Recent Sale

Prior Owner	TOMAHAWK DEVELOPMENT CO.,AN OH CORP
Sale Amount	$0
Deed	04200149
Sales Date	07-JAN-2004

Summary - Values

	35% Values	100% Values	35% Roll	100% Roll
Land	34,760	99,300	0	0
Building	0	0	0	0
Total	34,760	99,300	0	0

Tax Credits

Homestead Exemption	NO
Owner Occupied Credit	NO
CAUV	NO
Agricultural District	NO

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Printable page

PARCEL ID: 3500461 ASSESSOR#: 43298034
MARKET AREA: 3004C ROLL: RP_OH
MAUMEE ASSOCIATES 1686 WOODLANDS DR
TAX YEAR: 2025 STATUS: Active

Summary - General

Tax District	MAUMEE CITY-A. W. LSD, PCVSD
Class	COMMERCIAL
Land Use	400 : C - COMMERCIAL VACANT LAND
Special Use	447 - OFFICE BLDG 1-2 STORY
Market Area	3004C - Click here to view map
Zoning Code	16-CM - Click here for zoning details
Zoning Description	Commercial-Industrial Dst
Water and Sewer	CITY WATER / CITY SEWER
Traffic	RESIDENTIAL SIDE STREET
Street Type	CONCRETE OR BLACKTOP
Owner	MAUMEE ASSOCIATES
Property Address	1686 WOODLANDS DR MAUMEE OH 43537
Mailing Address	320 W DUSSEL DR MAUMEE OH 43537 1671
Legal Desc.	ARROWHEAD PLAT SIX LOT 88 EXC THT PT IN T D 3 6
Certified Delinquent Year	
Census Tract	71.04

Summary - Most Recent Sale

Prior Owner	TOMAHAWK DEVELOPMENT CO.,AN OH CORP
Sale Amount	$0
Deed	04200149
Sales Date	07-JAN-2004

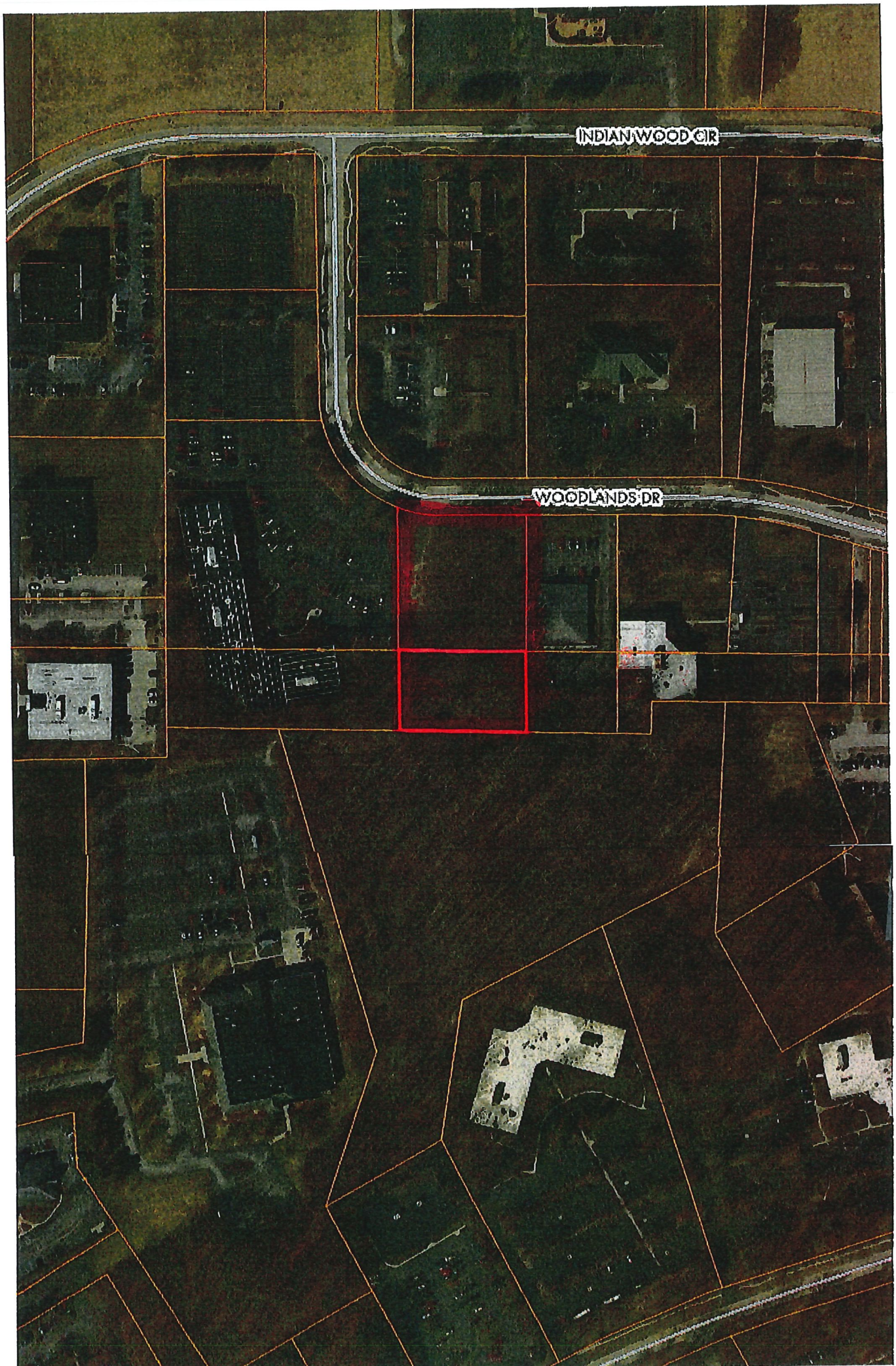
Summary - Values

	35% Values	100% Values	35% Roll	100% Roll
Land	58,240	166,400	0	0
Building	0	0	0	0
Total	58,240	166,400	0	0

Tax Credits

Homestead Exemption	NO
Owner Occupied Credit	NO
CAUV	NO
Agricultural District	NO

Printed on Friday, January 17, 2025, at 2:20:34 PM EST


INDIAN WOOD CIR
WOODLANDS DR

City of Maumee DEPARTMENTAL REPORT

MEMO TO: Mayor MacDonald and City Councilmembers

FROM: City Administrator

DATE: 1/21/25

RECOMMENDATION: Authorize Administrator to enter into an agreement/s with a professional service firm for providing GIS data collection services for the City Council approved sewer lateral lining project, associated mapping, inspections and other related professional services for professional service contractors and waive the provisions of Chapter 103 of the Maumee Codified Ordinances.

SUMMARY

As Mayor and City Council is aware, the City is under a very tight timeline to bid and overwhelming amount sewer lateral lining projects this construction season and approval of this measures affords aid for the City staff accelerating lateral inspections in specific drainage areas.

BUDGETARY CONSIDERATIONS

Funds from the Sewer enterprise fund will be utilized to perform these contracts.

HISTORY, BACKGROUND and DISCUSSION of the ISSUE

City Staff efforts to eliminate sanitary sewer overflows to the Maumee River are vast and doing this amount of data collection, quickly, encumbers significant human resources to investigate every lateral so each video can be provided to potential bidders. Currently, Sewer Division staff are keeping up with scheduled sanitary inspections. However, since the City is potentially bidding 5 drainage area lateral lining projects in uptown this year, it is necessary to inspect each of these areas in entirety so that the data can be included in bid packages.

To be clear these lateral inspections are related only to lateral lining in specific areas and not to be confused with inspections currently being performed across Maumee by Sewer Division staff which include I & I remediation inspections inside of property structures.

City of Maumee DEPARTMENTAL REPORT

MEMO TO: Mayor MacDonald and City Councilmembers

FROM: Alan Lehenbauer, Law Director

DATE: 1/21/25

RECOMMENDATION: Authorize Administrator, in consultation with Law Director and Finance Director, to waive formal closed bidding process for subcontracted skilled trade work to facilitate additional offices needed to accommodate additional sewer staff previously authorized by Council to complete SSO elimination project.

SUMMARY

The above referenced project adds an additional 4 offices on the second floor of City Hall for the purpose of accommodating to make space for 3 additional staff purposed with managing the large SSO elimination program currently being Undertaken by the City. It also accommodates an office for the IT professional. The project is being General contracted by current City staff.

BUDGETARY CONSIDERATIONS

This project was originally budgeted in the 2021/23 Fiscal Year and carried to each year thereafter and was delayed in an effort to better manage the extra offices and lighting work necessary in the Finance Department and the construction of additional office space on second floor for the new Court Victim Advocate in 2023

Project is paid through Capital B Fund which is required to be held separate from water/sewer enterprise funds.

HISTORY, BACKGROUND and DISCUSSION of the ISSUE

As stated above, this project has been planned for approximately 4 years and now that the City has adequately consolidated staff in the City municipal building to be more efficient, it is time to address separated space needs and other HVAC repairs we have been putting off for some time. It is our plan next year to request City Council authorize similar repairs on the first floor including significantly increased electrical and telecommunication hardware in both the Court and City Council Chambers.

City Service staff will complete most of the work “in house”. However, the City does not employ licensed electricians, HVAC, or plumbing contracts and as such city staff will be soliciting quotes and adhering to State Code in terms of Federal Prevailing Wage provisions.

ORDINANCE 002-2025

AN ORDINANCE AUTHORIZING THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM WORK WITHIN THE CITY OF MAUMEE FOR REPAIRS TO SALSBURY ROAD

PID No. : 121351
County/Route/Section : LUC IR 475 2.54 Approach Repair

The following is an Ordinance enacted by the CITY OF MAUMEE of Lucas County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the STATE has determined the need for the following described project:
A project to correct the approach slab and pavement profiles leading onto and off of the bridge carrying Salisbury Rd overI-475 in Lucas County, which includes work within the City of Maumee and temporary closure of Salisbury Rd and W Dussel Dr to perform the work.

WHEREAS, The City of Maumee consents to the Ohio Department of Transportation or their agents and contractors performing the work for the ODOT project to repair the approaches on the bridge which carries Salisbury Rd over I-475 (PID 121351 - LUC IR 475 2.54 Approach Repair). This project will require ODOT to perform work within City of Maumee limits and will require temporary closures of Dussel/Salisbury for a few days (maybe over a couple of weekends) to do the work. These closures will most likely occur later this summer/early fall.

WHEREEAS, no City funds are being requested.

NOW THEREFORE, be it Ordained by the CITY OF MAUMEE of Lucas County, Ohio.

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed above and/or in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The State shall assume and bear 100% of all of the costs of the improvement.

The LPA agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project. No such feature has been identified to date.

SECTION IV Authority to Sign

The LPA hereby authorizes Administrator Patrick Burtch of said CITY OF MAUMEE to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, Administrator Patrick Burtch is also empowered to execute any appropriate documents to ODOT that affect the assignment of all rights, title, and interests of the CITY OF MAUMEE to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION VI – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall be required to: (1) provide adequate maintenance for those portions of the Project under the jurisdiction of the LPA in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of

the those portions fo the Project under its jurisdiction; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VII

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

SECTION VIII-Emergency measure

The Ordinance is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Motion to Declare an Emergency: Second:
Yea: Nay:
Motion to pass: Second:
Yea: Nay:

Passed: January 21, 2025

_____
Mayor

Attested: _____

_____

(Clerk)

(Contractual Agent of LPA – title)

_____

_____

CERTIFICATE OF COPY
STATE OF OHIO

CITY OF MAUMEE of Lucas County, Ohio

I, _____, as Clerk of the CITY OF MAUMEE of Lucas County, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said CITY OF MAUMEE on the _____ day of _____, 2025.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____ 2025.

_____
(Clerk)

SEAL

CITY OF MAUMEE of Lucas County, Ohio

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

RESOLUTION NO. 001 -2025

A RESOLUTION OF CITY OF MAUMEE SUPPORTING THE OHIO MUNICIPAL LEAGUE'S CHALLENGE OF AT&T's TARIFF APPLICATION AT THE PUBLIC UTILITIES COMMISSION OF OHIO.

WHEREAS, on December 18, 2024, the Ohio Bell Telephone Company dba AT&T Ohio ("AT&T") filed a Telecommunications Form related to a change in its tariff for "Construction Charges, Relocation of Facilities" with the Public Utilities Commission of Ohio (the "PUCO") in PUCO Case Nos. 24-1123-TP-ATA and 90-5032-TP-TRF (collectively referred to as "AT&T's Tariff Application");

WHEREAS, AT&T's Tariff Application proposes tariff changes which will require any municipalities in which AT&T is located in the municipality's public right-of-way to pay the full cost of any relocation or undergrounding of AT&T's facilities, regardless of the reason for the relocation. This is in direct contradiction of current Ohio law;

WHEREAS, AT&T's Tariff Application is subject to a thirty-day auto approval process, meaning that if the PUCO does not rule on the application, then the application is automatically approved, and the tariff change becomes effective on the thirty-first day after the filing of the application;

WHEREAS, if AT&T's Tariff Application goes unchallenged and becomes automatically effective, municipalities throughout Ohio (and, subsequently, constituents who may or may not be AT&T customers) would be required to pay for any relocation of AT&T facilities in the public rights-of-way, even if the relocation or undergrounding is required for health, safety, or public welfare purposes;

WHEREAS, any challenges to AT&T's application will be filed prior to the January 17, 2025, to allow the PUCO to pause the automatic approval process, allow challengers to be heard through an evidentiary hearing, and consider legal arguments. To challenge AT&T's Tariff Application, an interested stakeholder must file a motion to intervene with the PUCO showing that it has a real and substantial interest in AT&T's Tariff Application and the intervener is so situated that the disposition of the proceeding may, as a practical matter, impair or impede its ability to protect that interest; and

WHEREAS, the Ohio Municipal League has engaged counsel to challenge AT&T's Tariff Application.

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

SECTION ONE: The City of Maumee finds that AT&T's Tariff Application directly changes and significantly impacts, to detriment to the City of Maumee how Maumee manages and administers its public rights-of-way;

SECTION TWO: The City of Maumee hereby authorizes and agrees to participate in and to intervene in the proceeding at the PUCO in order to challenge AT&T's Tariff Application and any subsequent and/or necessary legal, administrative, legislative efforts; and

SECTION THREE: The City Administrator and/or Law director are authorized to take such further actions as may be necessary to participate and intervene in any similar Tarriff Applications in the future which involve payment by Maumee for relocation of utilities.

SECTION FOUR: The City of Maumee has been advised by the Ohio Municipal League that future financial and/or other support from Maumee may be necessary to the success of a challenge to AT&T's Tariff Application and any related legal, administrative, or legislative efforts. Maumee may take under consideration the specific amount or form of such financial and/or other support from Maumee at a subsequent meeting of this Council that exceed the limits of expenditure of the Administrator.

SECTION FIVE: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including the Maumee Charter.

SECTION FIVE: The immediate necessity for this action is declared an emergency for the preservation of public peace, health, and safety, and for the reasons set forth above, and this ordinance shall take effect immediately upon passage.

Motion to Declare an Emergency: Second:
Yeas: Nays:
Motion to Pass: Second:
Yeas: Nays:
Passed: January 21, 2025.

_____
Mayor.

ATTEST:

_____
Municipal Clerk.

Approved as to form by:

_____
Law Director.

AN AGREEMENT

BETWEEN THE

CITY OF MAUMEE

AND

A.F.S.C.M.E., LOCAL 649

January 1, 2025 – December 31, 2027

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PREAMBLE

ARTICLE 1

1.01 This Agreement is hereby entered into by and between the City of Maumee, hereinafter referred to as "the Employer", and the Maumee City Employees, Local 649, and Ohio Council 8, AFSCME AFL-CIO hereinafter referred to as the "Union".

1.02 The Agreement's purposes are the promotion of harmonious relations, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment to promote efficiency and services to the residents of the City of Maumee.

RECOGNITION

ARTICLE 2

2.01 The Union is recognized as the sole and exclusive bargaining agent for employees of the City of Maumee as listed below. All full-time and regular part-time employees in the following classifications shall be included in the bargaining unit:

Clerk I
Clerk II – Inspection
Clerk II – Tax Division
Clerk II – Police
Clerk II – Utility
Laborer
Operator/Equipment Operator

2.02 The following positions are excluded from the bargaining unit:

- All Confidential Employees
- Telephone & Radio Operator
- Seasonal Employees
- Officers of the Police Division
- Technical Employees (Bldg. & Zoning Inspector I & II; Engineer & Engineering Technician)
- Animal Control Officer
- Casual Employees
- Supervisors
- All other full-time members of the Fire Division
- Capital Projects Manager
- Engineering Inspection Manager
- Zoning Administrator

2.03 If new positions or new job classifications are established during the term of this Agreement and the duties of the positions and/or classifications are of the same or similar nature as the duties of the positions included in the original certification, the new positions or classifications shall be included within the bargaining unit.

If any existing job classification is to be considered for reclassification, Employer agrees to negotiate with the Union as to whether the job classification is to be in the bargaining unit.

2.04 The terms and conditions of employment of any such position or classification added to the bargaining unit shall be the same as governed by this Agreement. The rate of pay for any new position shall be set by Council after evaluation of the position and its responsibilities in relation to positions of a similar nature currently in the bargaining unit.

2.05 The Employer agrees to annually provide the union with a list of all bargaining unit employees that includes the following information: name, address, telephone number, date of hire, classification, annual base rate, and department. The list shall be e-mailed to the list of officers provided to the Employer by the union.

2.06 The union shall be entitled to meet with initial hire employees within this bargaining unit immediately following their new employee orientation for the purpose of informing them about the union, providing a contract and soliciting their membership in the union.

The Union shall have thirty (30) minutes to explain contractual rights and introduce new employees to the Union.

In the event the Employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the Union shall be provided with the name of the employee and his/her duty location, and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the Union.

DUES DEDUCTION

ARTICLE 3

3.01 The City will deduct from the first pay of each calendar month from each member of the bargaining unit, who in writing authorizes it to do so, the required amount as designated by the Union to the City.

3.02 The Union shall notify the City in writing of any increase or decrease in the current dues. Such adjustment in the amount deducted by the City shall be made by the second deduction period following notification.

3.03 The City shall be relieved from making such deduction upon:

(1) Termination of employment;

(2) Transfer to a non-bargaining unit position;

(3) Layoff from a bargaining unit position;

(4) Unpaid leave of absence; or

(5) A written request by an employee revoking deduction authorization, consistent with the terms of the A.F.S.C.M.E. authorization card signed by the employee.

Union Membership Revocation/Maintenance of Membership: Employees who are members of the union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership may be revoked in accordance with the agreement between the employee and the Union

ACH Dues Remittance

All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information.

Additionally, the Employer shall email, with each deduction and transmittal of dues/fees, the following lists of information in Excel or Text, if possible, format to oc8dues@afscme8.org, subject line: Local 649, Pay date --/--/--:

1. DUES LIST: In alpha order by last name. The name, unique identifier, current address, phone number and department/work unit of each employee for whom a union dues deduction was made; the amount of the deduction for each employee and the total amount of dues deducted for all employees for the pay period of the report.
2. Total Remittance Amount.
3. An alphabetical list of the name, unique identifier, current address and phone number of bargaining unit employees who were dropped from the previous dues or fee lists and the reason each was dropped.

3.04 The Union agrees to hold the City harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of dues, and to indemnify the City for any liability imposed on it as a result of any such suit, claim, or administrative proceeding. For purposes of this Section, the term "City" includes the City of Maumee and its various officers and officials, whether elected or appointed.

3.05 Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this article illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

3.06 This article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

3.07 The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

3.08 If through the actions of an entity at the State or Federal level, the deduction of a fair share fee or other method of payment be nonunion members of the bargaining unit to the Union for representational services is reinstated, the parties agree that the language in sections 3.05, 3.06, 3.07, 2.08 and 3.09 of the 2015-2018 negotiation agreement shall be reactivated.

MANAGEMENT RIGHTS

ARTICLE 4

4.01 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

4.02 The Union recognizes that except as specifically limited or abrogated by the terms and provisions of the Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or his designated representatives.

4.03 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

(1) Hire and transfer employees;

(2) Discharge, suspend, or discipline employees for just cause;

(3) Determine the number of persons required to be employed, laid off, or discharged;

(4) Determine the starting and quitting time and the number of hours to be worked by its employees;

(5) Make any and all rules and regulations;

(6) Determine the work assignments of its employees;

(7) Determine the basis for selection, retention, and promotion of employees;

(8) Determine the type of equipment used and the sequence of work processes;

(9) Determine the making of technological alterations by revising either process or equipment, or both;

(10) Determine work standards and the quality and quantity of work to be produced;

(11) Select and locate buildings and other facilities;

(12) Establish, expand, transfer, 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 or 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 or work;

(15) Terminate or eliminate all or any part of its work facilities.

4.04 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

TOTAL AGREEMENT

ARTICLE 5

5.01 This Agreement represents the entire Agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, and benefits previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such notification or discontinuance being subject to any grievance or appeal procedure herein contained.

NON-DISCRIMINATION

ARTICLE 6

6.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of age, gender, gender identity, sexual orientation, race, religion, disability, marital status, national origin, or political affiliation.

6.02 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. 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.

6.03 The Employer agrees not to discriminate against employees on the basis of Union membership or legitimate Union activity in accordance with this Agreement.

6.04 The Union agrees not to discriminate against employees who are not members of the Union.

ARTICLE 7 [Intentionally Left Blank]

NO STRIKE

ARTICLE 8

8.01 The Employer and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the Union to avoid work stoppage and strikes.

8.02 Neither the Union, nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slow-down, walkout, concerted sick leave, work stoppage, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Article shall be sufficient grounds for discipline.

8.03 The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage any violation of this Article. In the event of a violation of this Article, the Union shall promptly notify all employees in a reasonable and expeditious manner, within a twenty-four (24) hour period, that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful, and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

8.04 The Employer shall not lock out any employee during the term of this Agreement.

HOURS OF WORK

ARTICLE 9

9.01 The work week and hours of work for covered employees shall normally be eight (8) hours per day, five (5) days per week, Monday through Friday, and fifty-two (52) weeks per year. Affected employees and the Union shall be informed in writing five (5) working days in advance of changes in work schedules when such changes are required.

9.02 All full-time non-clerical employees shall be granted one (1) fifteen (15) minute break period each one-half (1/2) shift, to be taken at the work site. The break period shall be scheduled by the Employer as close as possible to the middle of each one-half (1/2) shift. This may be modified, as needed, by the Department Director or Designee to accommodate changing seasonal work schedules, upon agreement with the Union.

All full-time clerical employees shall be permitted to take reasonable breaks at the work site as the work schedule permits.

9.03 Work schedules will not be modified for the sole purpose of avoiding overtime, or without reasonable notice to the Union.

SICK LEAVE

ARTICLE 10

10.01 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) Attendance at medical, dental, or optical appointments; or

(5) Death of a relative of an employee.

10.02 Immediate family is hereby defined, for purposes of sick leave as: parent; step-parent; sibling; step-sibling; spouse; child, step-child; grandparent; and grandchild.

10.03 All full-time employees shall accrue sick leave at the rate of 4.0 hours when in pay status during not less than 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.

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

10.05 No payment of salaries or wages shall be made to an employee for any period of absence or sick leave unless and until approved by the Department Director or designee. In addition, thereto, the Department Director or designee, in any case, may demand verification of the nature of the illness, injury, or absence before granting approval.

10.06 When an employee repeatedly takes up to sixteen (16) hours of sick leave without certification of inability to work by a duly licensed physician or medical authority, and when such sick leave taken without certification of inability to work exceeds five (5) days or forty (40) hours within a payroll year, the employee shall be granted sick leave for any additional hours off during that payroll year only upon certification of inability to work by a licensed physician or medical authority.

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

10.08 Except on a regularly scheduled working day before or after a holiday and subject to the provisions of Sections 10.01 and 10.06 hereof, sixteen (16) consecutive hours of sick leave may be taken without certification of inability to work by a duly licensed physician or medical authority.

An employee will not be considered to be in pay status for such regularly scheduled working days if such working days coincide with a calendar holiday as listed in this Agreement 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.

10.09 Verification of ability to return to duty shall be submitted upon 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; and/or

(4) That the employee's return to duty will not jeopardize the health and safety of other employees.

10.10 In all instances, the immediate Supervisor or Department Director or designee shall be notified before the employee's starting time for each absence.

10.11 If upon an employee's return to duty, said employee fails to submit the required sick leave approval form, the requested and/or required medical certification, or the Department Director or designee finds there is not satisfactory evidence to justify the employee's absence, such leave shall be considered an unauthorized leave and shall be without pay.

Such Department Director or designee may, in any case of use of sick leave, demand proof of the nature of such illness, disability, or absence prior to approving the sick leave request.

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

10.13 Sick leave shall accumulate at a 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 City of Maumee and any hours transferred at the time of employment from any other political subdivision or agency of the State of Ohio.

Employees who transfer sick leave hours to the City shall continue to accumulate City sick leave when they reach 1920 hours total sick leave accumulation and have the transferred sick leave reduced until the employee reaches 1920 hours of sick leave accumulated with the City.

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

10.15 Each employee when in pay status for at least 50% of all regularly scheduled hours in each payroll period for the entire payroll year, meaning they were an employee of the City on day one of payroll one of the payroll year, shall be entitled, during the following year, to additional bonus vacation according to the following schedule:

FOR EACH THIRTEEN PAY PERIOD INCREMENT:

SICK LEAVE USED	BONUS VACATION HOURS
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 City shall not be counted in determining eligibility for bonus vacation.

10.16 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. The employee must designate in writing each year on forms provided by the Finance Department whether such 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 the immediately concluded year.

10.17 In addition to the above, an employee who has five hundred (500) hours or more of sick leave earned and unused while employed by the City may, upon completion of the 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 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 an employee shall not be permitted to convert the hours which would place the employee's accrued sick leave balance earned and unused while employed by the City of Maumee under five hundred (500) hours.

Any sick leave hours not converted shall continue to be accrued subject to the limitation set forth in Section 10.14 above. Said conversion shall be paid 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 forms provided by the Finance Department.

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

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

10.20 Members of the bargaining unit may donate sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave under the current collective bargaining agreement. The intent of the Leave Donation Program is to allow members of the bargaining unit to voluntarily aid to their co-workers who are in critical need of leave due to a non-work-related serious illness or injury of the employee. Sick leave donation is limited to bargaining unit members.

(A) A member of the bargaining unit may receive donated sick leave, up to the number of hours the member is scheduled to work each pay period or as provided in (A)(4) below, if the member who is to receive the donated sick leave:

(1) Has a serious illness or injury verified by a licensed medical doctor;
(2) Has no accrued leave;
(3) Has not been approved to receive other benefits; and

(4) Has applied for any paid leave, or benefits programs for which the member is eligible. A member who has applied for these programs may use donated sick leave to satisfy any waiting period for such benefits, when applicable.

(B) Members may donate sick leave if the donating member:
(1) Voluntarily elects to donate sick leave and does so with the understanding that the donated leave will not be returned;
(2) Donates a minimum of eight (8) hours; and
(3) Retains a sick leave balance of at least two-hundred forty (240) hours.

(C) The sick leave donation program shall be administered on a pay period by pay period basis. Members using donated sick leave shall not be considered in active pay status and shall not accrue leave while receiving donated leave. Holidays shall be taken hour for hour as they fall, and the member shall not be charged sick leave on that day. Donated sick leave shall not count toward the probationary period of an employee who receives donated sick leave during his or her probationary period. Donated sick leave shall never be converted to a cash benefit.

(D) Members who wish to donate sick leave shall certify on a form provided by the City:
(1) The name of the employee for whom the donated sick leave is intended;
(2) The number of hours to be donated;
(3) That the donating member will have a residual sick leave balance of two-hundred forty (240) hours after said donation; and
(4) That the sick leave is donated voluntarily, and the member understands that the donated sick leave will not be returned.

(E) No member shall be forced to donate sick leave. The City or the Union may inform other members of the critical need for the donation of sick leave. Neither the Union nor the City shall directly solicit sick leave donations from members. The donation shall occur strictly on a voluntary basis.

(F) No employee may receive more than four-hundred eighty (480) hours of donated sick leave during their employment with the City. This donated time shall count toward the six (6) months of unpaid leave time under Article 19.

ARTICLE 11 [Intentionally Left Blank]

INJURY LEAVE

ARTICLE 12

12.01 In the event a regular 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 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 provided the extent of the 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.

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.

12.02 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 25% 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.

12.03 If an employee returns to work prior to expiration of the original sixty (60) workdays 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 12.01 above, including a written statement from an attending physician or medical authority:

(1) Verifying the disability;

(2) Its cause by an earlier injury;

(3) That the employee is unable to perform the assigned duties and/or any workplace restrictions based upon job site analysis; and

(4) The date when such employee may resume performing the assigned duties, the employee may use the unused portion of the sixty (60) working days until such injury leave is exhausted.

12.04 An employee, only on an approved injury leave as set forth above, may, at the City's discretion, be required to work or be assigned other duties or limited duty, including an alternative schedule (7:00 a.m. through 5:00 p.m.), 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 assigned.

12.05 In the event of a service-connected injury while in the active discharge of duty, and for which the employee shall be 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, workdays. On a case-by-case basis, and in the sole discretion of the Employer, such wage continuation may be continued for a period determined by the Employer.

Employees who are injured while on duty shall, as a condition of receiving injury leave, file for the Worker's Compensation benefits according to the Worker's Compensation Law and regulations. Such filing shall, at the City's discretion, include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the City.

Notwithstanding any other provision in this agreement, an employee, only on an approved injury leave as set forth above, may, at the City's sole discretion, be required as part of a transitional work program to work or be assigned other duties or limited duty, including an alternative schedule, performed within the hours normally worked by bargaining unit members (7:00 a.m. through 5:00 p.m.), 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.

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.

12.06 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 City 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 City 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.

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

ARTICLE 13 [Intentionally Left Blank]

CIVIC LEAVE

ARTICLE 14

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

14.02 Whenever any covered employee is required to be absent from work by a 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 rate of pay to comply with the summons or subpoena; provided, the employee presents evidence of having served as a juror or witness; and provided further, that such employee has submitted a copy of the summons or subpoena to the Department Director or designee prior to the date the employee will be required to be absent from work.

MILITARY LEAVE

ARTICLE 15

15.01 Any bargaining unit 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 a military leave in accordance with applicable federal and state statutes.

PERSONAL LEAVE

ARTICLE 16

16.01 Covered full-time employees may request and receive a maximum of forty (40) hours of personal leave with pay during each calendar year, provided that the employee has completed ninety (90) calendar days of employment. Personal leave shall be prorated during the first calendar year of employment for new employees. Written requests for use of personal leave shall be submitted to the Department Director or designee except in emergency situations which

must be phoned in. However, all requests for personal leave must be approved by the Department Director or designee before said employee is pre-authorized to be absent from duty.

16.02 Such personal leave hours may be requested, and upon approval, taken in only whole hours with a minimum of one (1) hour. Personal leave hours not used within the calendar year shall not accumulate and carry over to a subsequent calendar year. The Department Director or designee may deny the request for leave in the event such leave will unduly handicap the operation of the particular unit, division, or department.

BEREAVEMENT LEAVE

ARTICLE 17

17.01 Any covered full-time employee will be granted up to a maximum of three (3) scheduled eight (8) hour working days with pay to arrange and attend services of the deceased upon the death of a member of the employee's immediate family as defined in Section 10.02 above and including the employee's guardian, mother-in-law, father-in-law, daughter-in-law, and son-in-law, brother-in-law, sister-in-law, spouse's grandparent or any relative residing in the household of the employee. Said days of leave for attendance at funerals for members of the immediate family or any relative residing in the household of the employee shall not be charged to sick leave. Employees shall be entitled to one (1) additional day if travel to the funeral is in excess of five hundred (500) one-way miles.

Such funeral leave must be used within six (6) weeks of the date of passing.

17.02 An employee may be granted additional days upon written request to the Department Director or designee to be taken as sick leave, personal leave, or vacation leave at the employees' discretion.

VACATION LEAVE

ARTICLE 18

18.01 Employees hired prior to January 1, 2009, 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

18.02 Employees hired after January 1, 2009, 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	or more years of continuous service	200 hours

18.03 For employees hired prior to December 3, 1992, continuous service as used in this Article shall include any prior service with any political subdivision or special district of the State of Ohio or the State of Ohio. Such prior service, if any, shall be counted in whole months as continuous service for purposes of the accrual of vacation leave set forth above. Employees hired subsequent to December 3, 1992, shall not have such prior service with any other political subdivision, special district of the State of Ohio, or the State of Ohio counted as a continuous service for purposes of this Article.

18.04 The continuous service for purposes of the accrual of vacation leave shall not include periods during which such employee was absent from employment without pay.

18.05 Vacation leave shall accrue as set forth in Section 18.01 and 18.02, above, for each completed full pay period in pay status. In order for an employee to accrue vacation leave, an employee must not be absent or tardy, without pay, for one (1) hour or more in each pay period. 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 any employee's first year of employment with the City; 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 for the convenience of the City.

(3) All vacation leave must have prior approval (confirmed in writing) by the Supervisor or Department Director to which such employee is assigned.

(4) Use of vacation leave in excess of one hundred twenty (120) consecutive hours shall be allowed only upon prior written approval by the Department Director and City Administrator or their designee.

(5) Unused vacation leave, to a maximum of eighty (80) hours, may be carried over up to one year from the employee's anniversary date of the year in which accrued provided the requested carry-over is approved in writing by the Department Director or ~~his~~ designee. All other earned and unused vacation shall be paid to the employee in a cash payment equal to 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.

18.06 In the event an employee's service is severed, the employee shall be paid a cash payment equal to the employee's earned and unused vacation time and personal leave at the employee's rate of pay when severed.

18.07 Vacation leave shall be allowed and taken in whole hours only subject to the conditions set forth above, and such requests of more than one (1) day shall require not less than twenty-four (24) hour verbal confirmation from the appropriate Supervisor. Failure to receive twenty-four (24) hour verbal confirmation shall result in an automatic denial of the request.

LEAVE OF ABSENCE WITHOUT PAY

ARTICLE 19

19.01 Non-probationary employees may be granted a leave of absence without pay, upon the approval of the Employer and for good cause shown, for a period not to exceed sixty (60) days per payroll year. Such approval shall not be unreasonable withheld.

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

19.02 Such leaves of absence may be extended at the sole discretion of the Employer, but in no case will any employee be permitted to exceed one hundred twenty (120) days of leave under this Article in any one payroll year.

19.03 Employees on such approved leaves of absences for thirty (30) days or less shall have their hospitalization and other insurance benefits continued during the thirty (30) day period of time; provided, any applicable employee contribution for such coverage has been deposited with the Director of Finance.

19.04 Under no circumstances may an employee on an approved leave of absence for more than thirty (30) days in a payroll year have hospitalization and other benefits paid by the City. The employee may arrange to prepay through the Director of Finance, premiums necessary to continue the employee's hospitalization or other insurance benefits for the time exceeding the thirty (30) days.

19.05 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.

19.06 An employee who fails to report to duty at the end of an approved leave of absence on the date specified by the Department Director or designee shall be considered to have voluntarily resigned from City employment.

19.07 An employee who uses a leave of absence without pay for purposes other than the reason for which the leave was granted shall be subject to disciplinary action.

FAMILY AND MEDICAL LEAVE ACT

ARTICLE 20

20.01 The Employer will comply with the regulations set forth in the Family Medical Leave Act and in accordance with the provisions of the Employer's policy.

HOLIDAYS

ARTICLE 21

21.01 The following days are hereby designated as holidays, with no loss in pay, for full-time employees covered by this Agreement. Holidays as used in this Section shall mean eight (8) hours. To be eligible for a paid holiday an employee 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 4th (if on Saturday, then designate Friday, if on Sunday then designate Monday)
Labor Day	First Monday in September
Veteran's Day	November 11th (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, designate workday immediately following as holiday Friday; if on Sunday, then designate Monday)

New Year's Eve	December 31 (if on weekend then designate workday immediately preceding as holiday)

21.02 During a day on which supervisory personnel are scheduled to work, and bargaining unit employees are on holiday, as herein designated, supervisory personnel may perform bargaining unit work during the normal workday.

RETIREMENT BENEFITS- AFSCME

ARTICLE 22

22.01 Upon regular retirement from OPERS or a State Retirement System, an employee who has at least five (5) years of continuous service with the City immediately prior to retirement shall be entitled upon written notice to the City to a cash payment equal to the employee's accumulated unused sick leave earned in the City of Maumee to a maximum of nine hundred sixty (960) hours to be paid at the employee's rate of pay at the time of resignation or retirement except for all employees hired after September 2, 1986 which employees shall be entitled upon written notice to the City to a cash payment on a one-for-two basis equal to an amount of one-half of up to one thousand two hundred (1,200) hours or a maximum of six hundred (600) hours of accumulated unused sick leave earned in the City of Maumee to be paid at the employee's rate of pay at the time of retirement. Any hours in excess of 1,200, as set forth above, may be transferred.

22.02 In addition, all employees who sever employment shall be paid a cash payment equal to the employee's earned and unused vacation time, personal leave and compensatory time at the employee's rate of pay when severed.

22.03 Provisions of Section 22.01 shall not apply when an employee is involuntarily terminated as a result of disciplinary action.

DEATH BENEFITS

ARTICLE 23

23.01 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 any such employee in the amounts specified in Article 22, 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.

23.02 All covered employees, provided that such employees have completed ninety (90) calendar days employment with the City of Maumee (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) face value and an accidental death and dismemberment clause of an amount equal to face value.

23.03 The amount of coverage as provided in Section 23.02 above shall be reduced pursuant to the contract of the group life insurance program in effect for those employees who have attained the ages of seventy (70) years.

23.04 Premiums for the aforementioned group term life insurance program shall be paid by the City of Maumee.

HOSPITALIZATION, PHYSICIAN'S SERVICES, MAJOR MEDICAL INSURANCE

ARTICLE 24

24.01 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 City for thirty (30) or more calendar days, (the employee shall be covered the first day of the month following completion of thirty (30) days of employment);

(2) Such an employee is a subscriber to said group health plan by having completed the necessary application forms and filed the same with the Director of Finance; and;

(3) Said employee has signed a payroll deduction form and filed the same with the Director of Finance authorizing a payroll deduction for the premium in excess of the City's share as set forth in Section 24.03.

(4) If the spouse of the employee is eligible for health care coverage, at a premium cost not to exceed $250.00 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.

24.02 The City shall include a dental plan in the employee group health plan, the cost for which shall be included as a part of the City's contribution cap formula set forth in Section 24.03.

24.03 The City shall make payments of such premiums for the group health plan described in Section 24.01 above, to the extent of eighty-five percent (85%) and the employee shall pay the remaining fifteen percent (15%) through automatic payroll deduction.

24.04 Not less than 60 days prior to the date of the renewal of the City health insurance, the City will meet with two (2) member of each bargaining unit 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 a recommendation to the City Administrator for presentation to City Council. The committee meeting shall occur during the normal workday of the committee participants.

24.05 The Union recognizes 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 Union and the City agree to meet and discuss any such modifications.

24.06 Bargaining unit members shall have the same health insurance including surgical, dental and vision, and prescription drug coverage as that which is provided for all non-bargaining unit employees (including managerial employees.)

PROBATIONARY PERIOD

ARTICLE 25

25.01 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.

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

25.03 At any time during the ninety (90) calendar day promotional probationary period, an employee may voluntarily return to the previously held position provided that the Department Director or designee is given a written statement from the employee indicating that such a change is desired. The Department Director or designee shall provide a copy of any such statement to the Union.

25.04 During an employee's promotional probationary period, such employee shall be eligible for overtime consistent with the provisions of Article 43 of this Agreement with the exception of overtime for station checks in the Divisions of Water and Sewer. No such employee

shall be placed on the station check list in either division until sufficiently trained by the Supervisor and/or his designee.

Any time after the thirtieth (30th) day of the promotional probationary period, such employee may request a written explanation as to his deficiencies preventing placement on the rotation check list, the reasonableness of which may be subject to the grievance procedure.

25.05 Newly hired employees shall not be eligible for overtime callouts or station checks, if applicable, during the first thirty (30) days of the probationary period except in emergency situations.

POSTING

ARTICLE 26

26.01 When a position is created or becomes vacant as a result of the promotion or severance of an employee, notice of such vacant position shall be posted after Council has authorized such position to be filled. The postings shall be in conspicuous places for a period of at least five (5) working days.

The Union President shall also be provided with a copy of the notice which may be posted on Union bulletin boards as determined by the Union. Posting of vacancies shall contain:

(1) Location of work area & division;

(2) Normal hours of work;

(3) Rate of pay as of the end of the posting period;

(4) Description of duties and essential job functions;

(5) Minimum qualifications;

(6) Beginning and end of posting period.

26.02 The posted vacancy shall be filled as expeditiously as possible within compliance with time requirements of the Civil Service Rules and Regulations, if applicable, and Council confirmation of the appointing authority's recommendation.

26.03 All selections shall be made in accordance with the rules of the Civil Service Commission for those positions in the classified service. In the event that Laborers qualify in the top five (5) scores for the classification of Operator, the most senior Laborer shall be appointed to the vacancy in the Operator classification.

The most senior laborer having passed the minimum standards of the Civil Service Commission test for a given position, with a score of not less than 80%, shall have preferential

hiring rights over outside applicants. The process shall apply until all qualified internal applicants are exhausted.

For employees in the support or clerical classifications who apply, the senior qualified employee shall be appointed to the vacancy. Seniority credit as provided in the Civil Service rules will apply to Laborers who take examinations and who are employed with the City on the date of the execution of this Agreement.

26.04 All employees and candidates must meet the minimum qualifications of the classification and be able to perform all material and substantial duties of the position. However, no employee shall be entitled to bid on or be appointed to a position, whether or not newly created, if he has less than one (1) year in his current position.

If no employee bids on the vacancy, it shall be opened up to those with more than ninety (90) days within a position but less than one (1) year.

26.05 When a new position classification is added to the bargaining unit pursuant to Section 2.03 of this Agreement, additional positions already in the bargaining unit are authorized, or a vacancy occurs in a position included in the bargaining unit, any of which Council has authorized to be filled, such position shall be posted pursuant to Section 26.01. All such positions shall be open to bid by an employee who meets the requirements and minimum qualifications for the position for which the employee is bidding. Employees interested in bidding on a position shall submit a written statement of such interest to the Department Director or designee within the posting period.

The Department Director or designee shall consider all bids and base the selection on the seniority and performance records, including attendance, of the employees' submitting bids. In any case, where the performance records of two or more employees who have bid on a position are reasonably similar, the Department Director or designee shall transfer the employee with the most seniority to the position. Nothing contained herein shall be construed to limit the right of the Department Director or designee to transfer or reassign that employee or any other employee for the effective and efficient operation of the Department.

26.06 Employees in the same classification wishing to exercise an opportunity to voluntarily transfer between divisions shall provide such request, in writing, to the Department Director or designee. Such request shall include the name(s) of the employees involved and the ultimate destination. Such request shall be subject to the approval of the Department Director or designee and shall account for the reasonable and efficient operation of the Divisions involved.

LAYOFF PROCEDURE

ARTICLE 27

27.01 When it becomes necessary, because of lack of work or funds, to reduce the number of bargaining unit employees; emergency, provisional, temporary, seasonal, and original

probationary employees in the bargaining unit, shall be laid off first in that order. Permanent employees shall be laid off next if necessary. The employee who has the least amount of total seniority in the position classification designated for the layoff shall be notified of the layoff and shall have the right to displace another employee in a lower-level position of the classification series who has less total seniority provided they are otherwise qualified for the position. Any employee who is displaced by this procedure shall have the right to displace another employee who is in the same position classification who has less total seniority or an employee who is in a lower-level position of the classification series and who has less total seniority provided they are otherwise qualified for the position.

This process shall repeat itself until the employee having the least amount of seniority within the position classification series is laid off. An employee whose position has been identified for abolishment or who has been displaced shall have the right to accept a layoff rather than displace any other employee.

The employee who is laid off shall receive payment, on the pay date for the pay period in which the layoff becomes effective, for accrued but unused vacation, earned compensatory time, and unused personal leave.

27.02 Employees laid off or displaced will be placed on a recall list according to total City seniority. Employees will remain on this list for two (2) years. All employees to be recalled shall be notified by certified mail to the address of record, fourteen (14) calendar days prior to the scheduled recall. It is the responsibility of an employee to maintain a current address with the City during the period on the recall list.

In the event that a person has been on the recall list for two (2) years without being recalled, such person shall be entitled to payment for accumulated unused sick leave earned while employed by the City of Maumee under the terms and conditions set forth in Section 22.01.

27.03 The City agrees to give the Union President, and any employee identified for layoff a written notice of layoff thirty (30) days in advance of any such layoff. Upon the request of the Union, the City shall meet with the Union to discuss the reason for the layoff.

BULLETIN BOARDS

ARTICLE 28

28.01 The City shall permit the Union to utilize existing bulletin boards, or provide its own, in mutually agreed sites, of a size not to exceed 3' X 3', at the following locations:

(1) Administrative Offices;

(2) Sewer Division;

(3) Water Division;

(4) Police Division, Office Area;

(5) Fire Division, Office Area.

(6) Service Working Group

The bulletin boards may be utilized for Union communications. The bulletin boards may not contain materials regarding candidates for public office. The bulletin boards may not contain any information or materials which are derogatory or demeaning to City Officials, City Employees, or any other person.

UNION REPRESENTATIVE

ARTICLE 29

29.01 Ohio Council 8 and International Union representatives have the right to visit the premises during working hours to check compliance with the Agreement. The Department Director or designee must be notified in advance and give approval for any visit during working hours. The approval shall not be unreasonably denied.

Such visits will not be disruptive to the City's operations and shall not take place when other City business is pressing. If approval is denied, permission to visit shall be granted at the next earliest possible time.

STEWARDS AND OFFICERS

ARTICLE 30

30.01 The Union shall be permitted one (1) Steward for each of the following within the City of Maumee departmental divisions. The Union shall provide the City with a list of officers and stewards annually.

30.02 The Chief Steward or group steward, as well as the President, or Vice President in the absence of the President, shall be allowed reasonable time to process grievances, represent employees in disciplinary proceedings, and participate in scheduled divisional and/or departmental labor-management meetings without loss of pay, upon prior written notice to and authorization from the Division Supervisor. A steward or officer shall be permitted up to one-half (1/2) hour typically at the end of the workday to investigate a grievance and discuss it with the grievant.

30.03 The Employer shall grant a total of five (5) days of leave of absence for the bargaining unit with pay for each calendar year of the contract. These absences shall be used to attend training sessions, safety seminars, legislative conferences, and state and national conventions sponsored by the Union. The local Union agrees to give ten (10) days advance notice in writing when possible, and to provide payment for other costs incurred by the employee's attendance at these training sessions. Leave of absence for Union officials or delegates shall not be cumulative

from year to year. The Union agrees to cooperate with the Employer to minimize the impact on the workforce.

LABOR-MANAGEMENT MEETINGS

ARTICLE 31

31.01 The parties agree to meet to discuss issues of concern to either party from time to time or as often as the parties mutually agree. Each party may be represented by up to three (3) persons. In addition, a staff representative of the Union may attend.

31.02 The party seeking the meeting shall provide an agenda of specific items to be discussed prior to the meetings, and a brief explanation on each. Such meetings shall be held during working hours unless otherwise mutually agreed.

HEALTH AND SAFETY

ARTICLE 32

32.01 The City will provide, to the extent possible, safe working conditions, procedures, and equipment. Employees agree to report unsafe working conditions or equipment to the Department safety committee through their divisional representatives on that committee.

32.02 The divisional representatives of the safety committee shall evaluate the report for determination of review and recommendation for correction by the Safety Committee where warranted.

The Safety Committee members shall have the authority to discontinue work where conditions or equipment pose a significant threat to employee(s).

In the event that Safety Committee representatives discontinue work or use of equipment, the Safety Committee shall meet as soon as it is practical to investigate and determine a final recommendation for resolution to the problem.

32.03 This Article shall not be intended to indicate that normal work of the Department or Division is automatically considered unsafe. Normal work of the Department or Division may not be refused unless there is an unusual problem involved, the employee is not qualified, or any required trained or qualified individual is not present to direct the work assignment.

WORK RULES

ARTICLE 33

33.01 It is understood that the City has the right to establish reasonable and necessary work rules and procedures for the operation of the City. The City shall make copies available of all

work rules. When existing rules are changed or rules established, the City shall post the rules for a period of ten (10) workdays prior to the effective date, unless an emergency situation exists. All rules shall be uniformly applied and enforced.

33.02 All newly hired employees shall, within fourteen (14) days of hire, be provided a copy of the current work rules.

SUBCONTRACTING

ARTICLE 34

34.01 The Employer reserves the right to contract out or subcontract work which, in the Employer's sole discretion, requires a degree of specialization not present in the bargaining unit or is of such a nature that performance by bargaining unit members is impractical.

34.02 Such contracting out or subcontracting shall not be done for the sole purpose of reducing the employees' work week, or hourly rates of pay, or the eroding of job classifications. The City agrees that no employees in the bargaining unit shall be laid off as a result of any decision to subcontract City work during the life of this Agreement.

34.03 The Employer agrees to notify the Union in the event this Article is utilized, and provide an opportunity to meet with the Union if so requested in writing.

DESIGNATION OF EQUIPMENT

ARTICLE 35

35.01 Employees in the Department of Public Service shall operate City owned or leased equipment according to the following schedules:

(1) Laborers:

(Included but not limited to except for equipment requiring specialized training or experience prior to using).

Gas or diesel powered machinery under 30 H.P.
Car or pick-up truck
Hand tools
No equipment which requires a CDL
Towing under 10,000 GVWR

(2) Operators - Above equipment and all other equipment.

35.02 Equipment manning shall be determined at the sole discretion of the Director of Public Service or his designee.

35.03 Any new equipment that becomes available for use by personnel in the Service Department shall be reviewed for designation on the appropriate classification list. The Employer shall initiate the designation process not more than ten (10) working days after the new equipment becomes available, but in any event before the equipment is placed into service. The review shall be done by two (2) Supervisors and by two (2) equipment operators. Following the review, a written recommendation shall be forwarded to the Department Director or designee who shall, within five working (5) days, so designate the classification listing of the equipment as recommended or where the Department Director or designee finds compelling reasons, to otherwise designate the equipment. A copy of such reasons shall be given to the Supervisors and operators who had reviewed the equipment and to the Union President. In the event the Department Director or designee fails to respond within the five (5) days stated above, the equipment shall be designated as recommended by the committee. In the event a committee is not appointed, the equipment shall be designated as operators' equipment until such time as the provisions of this Section are met.

35.04 When such equipment is available and not on a job site, an employee shall be permitted to operate equipment designated one classification above such employee's position classification in order to familiarize himself with the equipment. Any such practice operation of equipment shall be conducted in the municipal complex at 210-214 Illinois Avenue, or the Water Tower grounds off of Dussel Drive and may be done during either of the scheduled breaks defined in Article 9 of this Agreement or during the employees' lunch period.

MISCELLANEOUS

ARTICLE 36

36.01 Job Descriptions: The City agrees to inform the Union of changes in the position descriptions of any position in the bargaining unit prior to implementation. The Union shall have ten (10) working days after being presented the changes to request to schedule a meeting to discuss the changes.

36.02 Total seniority, as used in this Agreement, is defined as total continuous time employed by the City in any full-time positions within the Bargaining Unit. Such seniority shall be used in lay-off and recall procedures, promotions, and longevity calculation (when applicable). Such seniority shall be used to determine the callout rotation, overtime distribution, bidding on lateral transfers, and working out of classification.

GRIEVANCE PROCEDURE

ARTICLE 37

37.01 It is the policy of the City of Maumee that all employees shall be treated fairly in every respect of their employment. The intent and purpose of this grievance procedure is to establish an avenue for employees to raise grievances and for the City to process those grievances in a fair, just, and proper manner and to settle grievances at the earliest possible step. All employees

have the opportunity to use this procedure without restraint, interference, coercion, discrimination, or reprisal.

37.02 For purposes of this procedure, the below listed terms are defined as follows:

(1) "Grievance" shall only mean a claim by an employee(s) that there has been a violation, breach, misinterpretation, or improper application of the specific and expressed written provisions of this Agreement.

(2) "Grievant" shall be defined as an employee or employees of the City of Maumee initiating or filing a grievance. When two (2) or more grievants file identical or similar grievances, such grievances shall be processed simultaneously. 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.

(3) "Days", as used in this procedure unless otherwise stated, shall mean workdays excluding Saturdays, Sundays, or Holidays.

(4) "Immediate Supervisor" shall mean the supervisory personnel having immediate supervisory responsibility over the event or matter when the grievance occurred.

37.03 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 parties.

(2) If a grievant does not submit a written grievance within seven (7) workdays of the occurrence of the facts giving rise to the grievance, or seven (7) workdays of the date, in the exercise of reasonable diligence, of the employee's knowledge of the occurrence of the grievance then the grievance shall be considered waived, unless the facts giving rise to such grievance have been intentionally concealed.

(3) If a decision on a grievance is not appealed within the time limits specified at any level of this 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 and Union.

37.04 Miscellaneous

(1) Hearings held under this procedure shall be conducted at or near the end of the scheduled workday unless otherwise mutually agreed.

(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.

(3) There shall be no reprisal of any kind against any party participating in the grievance procedure.

(4) Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

(5) The representative of the City may call witnesses and present evidence of facts pertinent to any grievance filed under this procedure.

(6) Employees shall have the right to present grievances and have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and as long as the Union has the opportunity to be present at the adjustment.

(7) Grievants shall have the right to have the Union present and to present witnesses at any step in the grievance procedure.

37.05 Procedure

(1) Step One
An employee having a grievance may pursue such grievance by submitting a written grievance form to the immediate supervisor within seven (7) workdays of the event or circumstances giving rise to the grievance, or seven (7) workdays of the date, in the exercise of reasonable diligence, of the employee's knowledge of the occurrence of the grievance.

The supervisor shall meet with the grievant to discuss the matter within five (5) days. Within three (3) days of the meeting, the supervisor shall provide a written response to the grievance. Such a response shall be given to the grievant, the Union, and the Division Head. If not satisfied with the supervisor's response, the grievant may proceed to Step Two.

(2) Step Two

An employee having a grievance which was not resolved at Step One may pursue the grievance by submitting an appeal to the Division Head within five (5) days following the grievant's receipt of the response at Step One. Within five (5) days after receipt of the appeal, the Division Head, or designated representative of the Division Head, if he so chooses, may schedule and conduct a hearing with the grievant.

The Division Head, or designee, shall provide the grievant and Union with a written disposition of the grievance within seven (7) days of the filing of the grievance, or within three (3) days after the hearing, if held. In the event the grievant's Division Head is also the grievant's immediate supervisor, and there has been compliance with Step One of this procedure, the grievance may proceed directly to Step Three of this procedure.

(3) Step Three

If the grievant is not satisfied with the disposition received from Step Two, the grievant may submit the grievance to the Department Director or designee within five (5) days of the receipt of the Division Head's written disposition. Such Department Director or designee may schedule and conduct a hearing with the grievant within ten (10) days after receipt of the grievant's appeal; and, within five (5) days after such hearing, if held, or ten (10) days after the receipt of the grievance, if no hearing was held, the Department Director or designee shall provide the grievant and Union with a written disposition on the grievance. In the event the grievant's immediate supervisor is the Department Director or designee and there has been compliance with Step One, the grievance may proceed directly to Arbitration.

(4) Grievance mediation shall take place prior to going to arbitration upon mutual agreement of the parties.

37.06 Arbitration Procedure

(1) In the event a grievance is unresolved as a result of Step Three of the Grievance Procedure, the Union may, within ten (10) days of the receipt of the written response from the Department Director or designee, submit the grievance to arbitration giving written notice to the Department Director or designee. The Union shall contact the appropriate arbitrator from the list and schedule a hearing within forty-five (45) days of the date the notice was sent to the Department Director or designee.

(2) The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement.

(3) The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual agreement of the parties.

(4) The fees and expenses of the arbitrator shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them.

(5) Witnesses shall suffer no loss of pay for participation in such hearing if such hearing occurs during normal working hours.

(6) The decision of the arbitrator shall be final and binding upon the parties.

(7) There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. The arbitrators placed on this panel shall be:

(1) Dennis Minni
(2) Anna DuVal Smith
(3) Dr. David Pincus
(4) Robert Stein
(5) Nels Nelson

(8) The parties shall attempt to mutually agree upon an arbitrator from the above panel; if no agreement is reached names shall be alternately stricken until one remains.

CORRECTIVE ACTION

ARTICLE 38

38.01 The City will follow a five (5) step progressive corrective action policy subject to the provisions of paragraph number 2, below consisting of:

(1) Verbal warning (with written documentation);

(2) Written warning;

(3) Suspension of five (5) days or less;

(4) Suspension of more than five (5) days;

(5) Discharge.

Discipline will normally progress through the degrees; however, any level may be repeated or, depending upon the nature of the offense, levels may be passed over. Each person may review his permanent file upon request and may have a copy of any information contained therein. Records of verbal and written reprimands may be expunged, upon written request, from an employee's record after one (1) year. Records of suspensions of five (5) days or less may be expunged upon written request after two (2) years. Suspensions of more than five (5) days may only be expunged, upon written request, after three (3) years. Any such expungement shall be subject to the following criteria:

(1) There has been no occurrence of a similar type incident within the respective time periods and;

(2) The Law Director has given written approval after determination that such expungement will not adversely impact upon the City's legal position in any pending or reasonably foreseeable subsequent court action.

38.02 When an employee is charged with an offense, such employee shall be entitled to a hearing to determine the validity of the charge. Such an employee shall be provided with a copy of the charges that have been alleged and the Division Head shall schedule a hearing within three (3) days to determine the facts of the case and the corrective action to be taken, if any. Written notice of the hearing shall be given to the employee and to the Union President.

38.03 The Union may appeal suspensions to the grievance procedure a Step Three and arbitration.

Before proceeding to arbitration, grievance mediation will be utilized by the parties. The timelines for filing a request for arbitration will be suspended subject to the mediation procedure.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employee Relations Board (SERB) or other mutually agreed upon mediation service. Notices of mediation requests are to be signed and forwarded to the mediator by the moving party.

The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The City may in its discretion determine the number of the makeup of its representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference.

The mediator may, however, retain one copy of the written material to be used solely for the purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply, and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons but will not have the authority to compel the resolution of the grievance.

LONGEVITY PAY

ARTICLE 39

39.01 Longevity pay shall be calculated and paid in accordance with the following:

(1) All full-time employees covered by this Agreement hired after January 9, 1983, who have completed five (5) full calendar years of continuous service with the City, shall be entitled to annual longevity payments according to the following schedule:

COMPLETED CALENDAR YEARS OF SERVICE	AMOUNT
Five (5) Years through Nine (9) Years	$ 600
Ten (10) Years through Fourteen (14) Years	$ 900
Fifteen (15) Years through Nineteen (19) Years	$1200
Twenty (20) Years through Twenty-Four (24) Years	$1500
Twenty-Five (25) Years or more	$1800

39.02 All such longevity pay to which an employee is entitled shall be paid as a lump sum by the first payroll in February of each calendar year.

ARTICLE 40 [Intentionally Left Blank]

SAFETY EQUIPMENT

ARTICLE 41

41.01 The following items of approved safety and protective equipment shall be provided by the City and replaced as needed as determined by the Department Director or designee or designee:

(1) gloves;

(2) rain gear which includes rainboots;

(3) earplugs or hearing protection;

(4) safety goggles;

(5) hard hats;

(6) other safety equipment as determined by the Department Director or designee;

(7) One (1) pair of overalls, per employee, in the Service Department to be replaced as needed at the sole discretion of the Department Director or designee.

(8) Non-clerical employees covered by the CBA shall receive a $300 work shoe stipend on their first pay in February.

Non-clerical employees who are hired after the 1st pay in February shall receive their stipend on their second paycheck from the City during their first year of employment. If the employee does not complete their probationary period they are responsible for reimbursement to the City a prorated amount of the stipend.

(9) Non-clerical employees covered by the CBA shall receive a $450 stipend for blue work pants on their first pay in February. Workpants are subject to approval of the City Administrator or designee.

Non-clerical employees who are hired after the 1st pay in February shall receive their stipend on their second paycheck from the City during their first year of employment. If the employee does not complete their probationary period, they are responsible for reimbursement to the City a prorated amount of the stipend.

(10) The Employer shall reimburse the Service Department Laborer or Operator 50% of the cost over insurance coverage for prescription, safety eyeglasses (ANSI approved) to a maximum of $35.00 every two (2) years.

41.02 The failure of an employee to utilize the above listed safety and protective equipment when assigned to duties which in the opinion of the supervisor requires the use of such equipment shall be cause for appropriate corrective action as set forth in Article 38. All safety and protective equipment provided for employees shall remain the property of the City of Maumee and shall only be used in the performance of official duties unless otherwise authorized by the Director of Public Service.

41.03 Non-clerical employees shall be required to wear uniforms when on the job upon the issuance of new uniforms.

41.04 City-issued uniforms may not be worn when an employee is not on the job.

WORKING OUT OF CLASSIFICATION

ARTICLE 42

42.01 With respect to casual Laborers and overtime, the parties agree that if a crew is assembled for work, and the Employer is aware of a reasonable likelihood that such will result in overtime, then no casual Laborers will be worked in an over-time capacity unless and until such overtime is first offered and refused by bargaining unit Laborers.

42.02 Any employee in an "acting" out of classification capacity (higher class) shall be entitled to an additional $.50 per hour but shall not be assigned to the City issued pager/cell phone, if applicable.

OVERTIME COMPENSATION

ARTICLE 43

43.01 If approved by the Department Director, or designee all full-time employees shall receive, in addition to their base pay, overtime compensation for hours actually worked in excess of regularly scheduled hours in each work week. Compensation for overtime hours, in addition to base pay, shall be as follows:

(1) For the first four (4) hours of continuous time after an employee has worked a full shift, ***at*** the rate of fifty percent (50%) of base pay.

For all hours of continuous time each workday after an employee has worked a full eight (8) hour shift, or any hours worked in excess of forty (40) in any work week, at the rate of fifty percent (50%) of base pay.

(2) Any overtime incurred on holidays, as designated in Sections 21.01 through 21.03, shall be paid at the rate of one hundred percent (100%) of base pay.

(3) Employees who work a regular Monday through Friday schedule pursuant to Article 9 (Hours of Work) of this Agreement:

(a) For all call-out (non-scheduled) hours from 12:00 a.m. on Sunday until 12:00 a.m. Monday and on holidays on which an employee is not regularly scheduled to work, as defined by article 21, at the rate of one hundred percent (100%) of base pay.

43.02 Full-time employees may receive, in lieu of said overtime, time off with pay at the rate so specified above; provided, however, that any such time off with pay be scheduled subject to

the approval of the Department Director or designee to which such employee is assigned and further subject to the following conditions:

(1) Such compensatory time shall be given in lieu of pay, and if the daily overtime meets or exceeds eight (8) hours, may be split equally between pay and compensatory time to the nearest whole hour.

(2) Compensatory time which is unscheduled as time off may be accrued by an employee up to an amount not to exceed 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 paragraph (1) above.

(3) Compensatory time may be taken as time off, upon approval, and written confirmation, or scheduled off provided no more than two hundred (200) hours of such compensatory time can be taken in any payroll year.

43.03 For purposes of this Article, "regular shift" shall mean the eight (8) hour workday to which the employee is regularly scheduled to work, and actually worked, "full shift" shall mean eight (8) consecutive hours of duty, and "continuous time" shall begin when the employee starts to work and shall not be deemed interrupted by a lunch period or a rest period. In overtime situations, time taken as breaks or lunch periods shall not be paid.

43.04 As set forth in Section 43.01, full-time employees shall receive said overtime compensation for no less than three (3) hours, when called out for duty not scheduled in advance or not abutting or overlapping their scheduled duties; provided however, that all subsequent callouts for such employee which fall within three (3) hours of the first callout shall be counted as a part thereof. In the event that a Supervisor calls out an employee inconsistent with Sections 43.06 and 43.07 and then recalls the employee to cancel the callout, such employee shall be compensated with one (1) hour of overtime at the applicable rate. In the event that the called-out employee reports for work before the error is corrected, said employee shall be compensated for three (3) hours at the applicable overtime rate provided that the employee remains at the place of work for three (3) hours or the period of the callout, whichever is the lesser. Should the employee not remain at the place of work after such a callout by error, said employee shall be compensated for one (1) hour at the overtime rate.

There shall be no pyramiding of overtime as a result of this section, and any employee performing a station check shall not be entitled to additional overtime when on callout overtime.

43.05 The Employer shall not be required to call employees on military leave, sick leave, funeral leave, or injury leave until after that employee reports for the next regularly scheduled shift. Employees on all other approved leaves, while in pay status, shall be eligible for overtime.

The Employer shall not be charged with a violation for inadvertent mistakes of this section.

43.06 For overtime outside the normal workday:

Opportunity to work overtime shall be distributed as equally as practical among employees in the same position classifications within a general working group, starting with the callout crew and then by fewest recorded overtime hours and then by most seniority in the event of a tie. Laborers may be utilized for appropriate overtime work. Eligibility shall be in conformance with Article 25.05.

For the purposes of this section, there shall be three "general working groups" defined as follows: Sewer; Water; and Service.

Clerical overtime within a specific division shall be distributed as equally as possible among employees in that specific division who are qualified to perform the specific task.

Clerical overtime resulting from job continuation in a specific division shall be first offered to personnel within the specific division who performed the specific task on that particular day.

43.07 The callout crew for the Service working group shall consist of two (2) operators who shall be called out on the basis of fewest overtime hours and then by most seniority. The callout crews for the Sewer and the Water working groups shall consist of one (1) operator each.

Employee substituting shall be allowed on the callout crew under the listed terms only:

(1) The substitution must be approved by the appropriate supervisor, not later than noon on Monday for the week the requested substitution takes effect.

(2) The hours for callout priority shall be established on Monday of each week.

(3) Any employee who participates on the callout crew, including station checks, must provide the appropriate supervisor with a valid and up to date phone number. Callout hours accrued shall be on the basis of all hours accepted.

43.09 Callout overtime for callout crews shall be mandatory for the first three hours of any callout. If any callout crew personnel rejects a callout, does not respond to a callout within 10 minutes of the time the call was made, or responds later than forty-five (45) minutes after the callout was made, said employee will be charged with three hours or the actual hours of the overtime worked, whichever is greater, at the appropriate rate.

43.10 When there are additional opportunities to work overtime, the employee or employees who accepted overtime before the start of the normal shift will receive a minimum of one (1) hour pay at the appropriate rate and be considered first to stay for such subsequent contiguous overtime opportunities in the general working group as defined in Section 43.06

43.11 An up-to-date record showing overtime hours worked and/or charged shall be posted on the first working day of each week in a prominent place accessible to employees. The overtime hours list shall be reset to zero (0) hours for each employee on the first Monday of July of each year.

Any person initially hired within a calendar year shall be listed on the overtime callout list with the number of hours equal to the highest number of hours for any employee in that position classification.

43.12 If more employees are required for overtime than are available within a working group, priority shall be from all other working groups collectively on the basis of Article 43.06.

43.13 In the event that an insufficient number of employees accept overtime, the employee within the general working group with the least seniority in the position classification required to perform the overtime shall be assigned to work the available overtime. Any employee so required to perform the overtime on a designated holiday as defined in Section 21.01 shall be entitled to a rate of one hundred percent (100%) of base pay.

43.14 An employee accepting callout overtime must report to the assigned workplace within forty-five (45) minutes of being called. Failure to report within the time limit will result in ineligibility for that overtime callout and appropriate charges. An employee who accepts scheduled overtime and fails to report at the appropriate starting time shall be ineligible for that overtime but shall be charged for the hours.

43.15 No employee shall be eligible to work more than fourteen (14) consecutive clock hours in any pay status. Upon completion of fourteen (14) consecutive clock hours in any pay status, an employee shall be ineligible for any additional hours until the completion of a mandatory four (4) hour rest period. The rest period may be extended to a maximum of eight (8) hours at the option of the employee.

Upon completion of the rest period, the employee shall report back to his regularly scheduled shift, or may elect to return for additional overtime duty, at a rate of 50% of base rate, as appropriate. If pursuant to this section, an employee is off for a portion of his regular shift, such employee will receive straight time wages for that portion of the shift which is the mandatory rest period. Any additional portion of the rest period will have to be taken by the employee through use of available leave time.

43.16 Where overtime is the continuation of the employee's regular shift, such employee shall be permitted a one-half (1/2) hour break after the completion of two (2) hours beyond the regular shift. In addition, all employees when working overtime shall be permitted an additional one-half (1/2) hour break after the completion of each four (4) hours of work without a break. An

employee who has "clocked out," exclusive of the call out crew, on a particular day, may be eligible for continuation overtime. A reasonable attempt may be made to contact employees in the general working groups of water and sewer, due to the limited number of employees.

43.17 Overtime distribution for clerical employees shall follow the above procedure except that references to a callout crew shall not apply.

43.18 Any employee aggrieved hereunder shall be limited in remedy to being offered the next available overtime in an equal amount (exclusive of callout crew) but otherwise in conformity with the above, unless the conduct under which the grievance arises was intentional or violated a routine process, at which time another remedy may be appropriate.

43.19 Employees assigned or substituted to a callout crew shall be paid a weekly stipend of two hundred dollars ($200.00) and assigned a City issued cell phone. Failure to respond to two (2) or more callout assignments during that week shall require the employee to forfeit the stipend.

Employees assigned to the callout crew shall be responsible for returning the City issued cell phone at the end of the weekly assignment.

The first incident where the employee fails to return the City issued cell phone at the end of the weekly assignment, or if the City issued cell phone is lost, stolen, or damaged, shall require the employee to reimburse the City cost of the City issued cell phone up to the amount of the stipend.

If additional incidents where the employee fails to return the City issued cell phone occur within the same calendar year, the employee shall forfeit the full stipend for that particular week.

A police report shall be filed immediately by the employee in the case of a lost, stolen, or damaged City issued cell phone.

If the weekly City issued cell phone assignment is followed by a Monday holiday, and a callout is necessary on that holiday or before the City issued cell phone can actually be reassigned, the following procedure shall be followed:

a. The supervisor shall call the employee at home, or at another number(s) provided by the employee.

i. Failure of the employee to respond in the allotted time will not result in hours being charged; however, rejection of overtime by such employee will result in the hours being charged to the employee.

43.20 The pool of employees that operate the sweeper shall be qualified and eligible from the Service working group.

SALARY/COMPENSATION

ARTICLE 44

AFSCME

2025				
Step	Secretary Clerk $5,262.40	Admin Assist/Clerk 2 $5,262.40	Laborer $5,262.40	Operator $5,262.40
A	$51,116.60	$53,802.60	$54,179.60	$57,329.60
B	$52,721.68	$55,502.09	$55,890.81	$59,151.88
C	$54,384.10	$57,259.71	$57,663.18	$61,037.70
D	$56,101.80	$59,079.39	$59,497.52	$62,990.77
E	$57,882.14	$60,964.16	$61,395.96	$65,011.07
F	$59,724.14	$62,913.02	$63,360.58	$67,101.76
G	$61,631.00	$64,930.73	$65,393.49	$69,266.00
H	$63,603.42	$67,019.82	$67,497.84	$71,506.93

2026				
Step	Secretary Clerk 4.00%	Admin Assist/Clerk 2 4.00%	Laborer 4.00%	Operator 4.00%
A	$53,161.26	$55,954.70	$56,346.78	$59,622.78
B	$54,830.55	$57,722.17	$58,126.44	$61,517.96
C	$56,559.46	$59,550.10	$59,969.71	$63,479.21
D	$58,345.87	$61,442.57	$61,877.42	$65,510.40
E	$60,197.43	$63,402.73	$63,851.80	$67,611.51
F	$62,113.11	$65,429.54	$65,895.00	$69,785.83
G	$64,096.24	$67,527.96	$68,009.23	$72,036.64
H	$66,147.56	$69,700.61	$70,197.75	$74,367.21

2027				
Step	Secretary Clerk 4.00%	Admin Assist/Clerk 2 4.00%	Laborer 4.00%	Operator 4.00%
A	$55,287.71	$58,192.89	$58,600.66	$62,007.70
B	$57,023.77	$60,031.06	$60,451.50	$63,978.67
C	$58,821.84	$61,932.10	$62,368.50	$66,018.38
D	$60,679.71	$63,900.27	$64,352.52	$68,130.82
E	$62,605.32	$65,938.84	$66,405.87	$70,315.97
F	$64,597.63	$68,046.72	$68,530.80	$72,577.26

G	$66,660.09	$70,229.08	$70,729.60	$74,918.11
H	$68,793.46	$72,488.64	$73,005.66	$77,341.90

Payroll 1: 2025 *

44.02 The salary schedule shall consist of an entry rate, six (6) intermediate rates, and a maximum rate. The first step thereof shall be the minimum rate and shall normally be the hiring rate for the position. All employees shall normally progress through the salary steps upon the completion of one (1) year of service in an assigned pay step unless advanced otherwise by the appointing authority.

44.03 Upon promotion to a higher position, an employee shall be assigned to the pay step, which is closest to, but not lower than, the pay step from which the employee was promoted. The step assignment shall be to the step that would provide at least the amount (percentage) of a step increase in the employee's former pay range.

44.04 In the event that an employee is determined to be uninsurable and prohibited from operating vehicles on behalf of the City pursuant to the Vehicle Operation Policy established by Ordinance 138-1988, or the Alcohol and Controlled Substance Testing Policy established by Ordinance 23-2003, such employee shall be assigned to a position in the classification series not requiring the ability to operate vehicles as a duty of the position. The Employer shall not be required to reduce and retain more than two (2) employees hereunder. In the event more than two (2) employees are prohibited from operating vehicles under the Vehicle Operation Policy hereunder, the employees may be laid off, subject only to Sections 27.01 (3) and 27.02, based upon first in time, first in right to reduction and retention.

44.05 Any employee so reassigned to a lower position shall be paid at the pay step for the position to which assigned which is closest to, but not more than, the pay rate before the reassignment, but shall not be eligible for overtime. Upon becoming insurable under the City's coverage, and in compliance with the Vehicle Operation Policy, such employee shall be reassigned to the pay step of the position classification previously held.

44.06 Upon presentation of proof, the Employer shall reimburse not more than the cost to each employee who has renewed the Commercial Driver's License (CDL), when such renewal occurs in accordance with City policy and other governmental regulations applicable to CDL renewals, and the employee is in active pay status.

BASE SALARY

ARTICLE 45

45.01 The base salaries for the positions covered by this Agreement shall be calculated on the basis of two thousand eighty (2,080) hours in pay status equaling the herein listed annual salaries.

PAY PERIODS, & PAY DATES

ARTICLE 46

46.01 The pay date for salaries and compensation due covered employees, as established by this Agreement 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 Article 21, the pay date shall be the day immediately preceding any such designated holiday.

PAY STATUS

ARTICLE 47

47.01 Pay status as used in this Agreement shall mean all hours for which an employee receives compensation through the City. In addition to regular hours worked, an employee would be considered in pay status on holidays consistent with Article 21 and approved vacation, personal, sick, funeral, civic, military, compensatory, and injury leaves set forth in this Agreement.

47.02 Any absence from duty for which an employee does not receive compensation through the City is time not in pay status.

INTERNAL REVENUE SERVICE SECTION 125 PLAN

ARTICLE 48

48.01 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 paid for health insurance, dental insurance, or Ohio Municipal League accident insurance.

48.02 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, and complete and file the necessary forms with the Department of Finance.

RETIREMENT PICK-UP

ARTICLE 49

49.01 As permitted by the Internal Revenue Service and the Public Employees Retirement System (PERS), 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.

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

TRAVEL AND MILEAGE ALLOWANCE

ARTICLE 50

50.01 Employees of the City 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 City in privately owned automobiles; provided however, such travel must be authorized by the Department Director or designee.

50.02 Covered employees 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 City in their privately owned automobiles; provided however, such travel must be authorized by the Department Director or designee and certified by the employee to the Director of Finance.

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.

50.03 Officers and employees shall certify to the Director of Finance the mileage and parking expense incurred by each of them on official travel for the City in privately owned vehicles.

EDUCATION AND TRAINING

ARTICLE 51

51.01 An employee may request tuition reimbursement for additional schooling or training, above and beyond the training required by the City, related to the performance of the

employee's job duties. Tuition reimbursement may be authorized by the Department Director or designee if it is determined that such additional training will be of sufficient benefit to the City.

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

51.03 Any training opportunity which the Employer intends to make available to employees, based upon its legitimate business needs, shall be posted in conspicuous locations. Any employee interested shall immediately submit his request, in writing, to the Department Director or designee.

51.04 License Pay

Employees who hold and retain the following certifications and licenses shall be paid as provided below:

CDL Class A License	$500
Water Distribution Class I	$500
Water Distribution Class II	$1,000
Waste Water Collection Class I	$500
Waste Water Collection Class II	$1,000

The above stipends in this Section are payable with first full pay in February following the year earned starting in 2026. The annual amount provided for stipends shall not exceed $2,500 per employee.

REPLACEMENT OF PERSONAL ITEMS

ARTICLE 52

52.01 An employee whose eyeglasses are damaged while performing assigned job duties may request, in writing, that the eyeglasses be repaired or replaced.

52.02 The employee shall notify his supervisor as soon after the incident as possible, however no later than at the end of the shift on which such damage occurred unless extenuating circumstances prevent notification, in which case, notification shall be made at the beginning of the employee's next regularly scheduled shift.

52.03 Within three (3) days of the incident, the employee shall submit a written statement detailing the events resulting in the damage to the eyeglasses. Such statement shall be evaluated in terms of the proper use of safety equipment and procedures by the Division and Department Director or designee to determine if the damage was the result of the reasonable performance of assigned duties. In such an event, the eyeglasses shall be repaired or replaced by the City.

DRUG / ALCOHOL TESTING

ARTICLE 53

53.01 The Employer recognizes that drug/alcohol abuse is a problem in the workplace. Drug/Alcohol screening/testing shall be conducted at times of pre-employment, in conformity with the return-to-work agreement, randomly for CDL holders, as required by law, upon promotion from non-operator to Operator position classification, upon reasonable suspicion, in the case of an accident as required by CDL law, or otherwise in accordance with the Drug Free Workplace Policy (DFWP) of the City of Maumee. Drug/Alcohol screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of drug/alcohol screening/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.

53.02 All drug/alcohol screening tests shall be conducted by medical laboratories or persons licenses 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.

53.03 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. Test results below the levels established by the United States Department of Transportation will not be considered a positive test.

53.04 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 in a classification not requiring the use of motorized equipment, if available, provided the employee executes a conditional return to work agreement (Appendix B-1). 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 an employee shall be required to execute a return to comparable position agreement (Appendix B-2) upon return to the comparable position. Any employee in the above mentioned rehabilitation or detoxification programs 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.

53.05 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.

53.06 No drug testing shall be conducted without the authorization of the Employer. If the Department Director or designee 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. Upon receipt of such notice, the employee may obtain union representation, if reasonable under the circumstances.

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

EMPLOYEE ASSISTANCE PROGRAM (EAP)

ARTICLE 54

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

54.02 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.

54.03 This Article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse in violation of Article 53, the conditional return to work agreement, the return to a comparable position agreement

on duty misconduct, or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

54.03 Notwithstanding any other provision herein, the Employer may require an employee, in lieu of discipline, to undergo social or psychological counseling, in a program of the Employer's choosing, when the City, in good faith, reasonably believes that such counseling is necessary or desirable to maintain adequate job performance by such employee. The Employer shall pay only the difference between the cost of the counseling and the amount covered under the employee health care, after the payment of appropriate deductible and co-pays.

LEGISLATIVE APPROVAL

ARTICLE 55

55.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given its approval.

SAVINGS CLAUSE

ARTICLE 56

56.01 Should any provision of this Agreement contained herein be declared invalid by operation of State or Federal law or by a tribunal of competent jurisdiction, such invalidation of such provision shall not invalidate the remaining provisions of the Agreement which shall remain in full force and effect.

56.02 If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of State or Federal law or by a tribunal of competent jurisdiction, then that provision shall be discussed in an attempt to provide validity, operability, or acceptability to such provision.

DURATION OF AGREEMENT/NEGOTIATIONS

ARTICLE 57

57.01 This Agreement represents the complete Agreement on all matters subject to bargaining between the City of Maumee and the Union; and except as otherwise noted herein, is effective 12:01 a.m. January 1, 2025 and shall remain in full force and in effect until its expiration at midnight December 31, 2027, and year to year thereafter, unless either party, not less than sixty (60) days prior to the expiration date of this agreement, gives notice to the other party of its intent to negotiate, or terminate, modify, or negotiate a successor agreement.

57.02 Pursuant to O.R.C. 4117.14 (C), the parties agree that upon receipt of a Notice to Negotiate, they will make a good faith effort to conclude negotiations within sixty (60) calendar days. The parties may mutually agree to extend the initial sixty (60) day period.

57.03 If an agreement is not reached on all issues within the period, or if an impasse exists at an earlier time, the parties agree to seek to resolve their impasse by requesting that SERB appoint a mediator to assist the parties with their negotiations. If the assistance of a mediator is required, the parties agree to meet on not less than two (2) occasions or as mutually agreed in an effort to reach an agreement.

57.04 If, as mediation no agreement is reached, employees listed in shall be prohibited from participating in a strike and shall pursue settlement pursuant to 4117.14 (G) though (I). Employees other than those listed in 4117.14 (D)(2) reserve rights guaranteed under 4117.14(D)(2).

If after mediation, no agreement is reached, the employer reserves its right to take such action as permitted by law.

EXECUTION

ARTICLE 58

58.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 9th day of January, 2025.

FOR LOCAL 649:

BY: _____

FOR THE CITY OF MAUMEE:

BY: _____

FOR OHIO COUNCIL 8, AFSCME AFL-CIO

1-9-25

Appendix A

REMOVED JANUARY 1, 2019

Appendix B-1

CONDITIONAL WORKING STATUS AGREEMENT

Pursuant to article 53 of the collective bargaining agreement between the city of Maumee and the A.F.S.C.M.E., Local 649, the employer, the union and the undersigned employee, as a condition of continued work and employment, agree to the following:

(1) The employee shall abide by article 53 of the collective bargaining agreement and the provisions of this agreement.

(2) The employer agrees that except for any screenings which are part of the rehabilitation program, no random drug tests for employment purposes shall be administered prior to the employee's return to full working status in his designated position. Any screenings performed as a part of the initial rehabilitation program shall not count toward the limitation as set forth in the return-to-work agreement as called for in the collective bargaining agreement. The cost of testing beyond the return-to-work testing shall be borne by the employee.

(3) The employee agrees to conditional working status as follows: limitations on available work and determination of appropriate work assignments, ***including denial of overtime opportunities,*** shall be the right of the employer during the rehabilitation process, and further the employee will not be returned to normal work assignments prior to the concurrence of the substance abuse professional and the employer that such action is warranted.

(4) Any proposed disciplinary action (delineated below) shall be held in abeyance pending the employee's completion of the initial rehabilitation program.

_____

_____

_____

(5) Violation of this agreement by the employee, including but not limited to failure to successfully complete the prescribed rehabilitation program as set forth above, or any other prescribed aftercare, shall be grounds for disciplinary action up to and including termination of employment.

(6) Upon successful completion of a rehabilitation program as set forth by a substance abuse professional, the employee, the employer, and the union will execute the return-to-work agreement as called for in the collective bargaining agreement.

Executed, acknowledged, and agreed the ___ day of _____,____.

_____	_____	_____
Employee	Employer	Union
_____	_____	_____
Date	Date	Date

Appendix B-2

RETURN TO COMPARABLE POSITION AGREEMENT

Pursuant to Article 53 of the collective bargaining agreement between the City of Maumee and A.F.S.C.M.E, Local 649, the Employer, the Union, and the undersigned employees, as a condition of return to a comparable position and continued employment, agree to the following:

(1) The Employee shall abide by Article 53 of the collective bargaining agreement and the provisions of this agreement.

(2) The Employee understands and agrees that he shall be subject, for a period of five (5) years from the date of entry into a rehabilitation program, to random drug/alcohol testing in order to determine if this agreement or Article 53 of the collective bargaining agreement is being violated. The cost of this testing shall be borne by the employee.

(3) Proposed disciplinary action delineated below shall be held in abeyance pending the employees completion of the initial rehabilitation program.

_____
_____
_____
_____
_____

(4) Violation of this agreement, including but not limited to a positive drug/alcohol test as set forth in paragraph 2 above, or any other prescribed aftercare, shall be grounds for disciplinary action up to and including termination of employment.

Executed, acknowledged, and agreed the ___ day of _____,____.

_____	_____	_____
Employee	Employer	Union
_____	_____	_____
Date	Date	Date

Appendix C

REMOVED 2022

Appendix D

Level Three Snow Emergencies
For Clerical Employees

When a level three snow emergency is declared in Lucas County, those clerical employees shall not report to work, but will receive their normal rate of pay for any shift during which they normally would have worked had the level three snow emergency not been declared.

This shall not exceed 16 hours per calendar year. Any additional time shall be charged to available leave time.

Employees shall be expected to report to work within one (1) hour of the lifting of such level three or will need to receive permission to use other available leave time for the portion of the normal workday remaining upon the lifting of the level three.