

**ORDINANCE NO. 20 -2025**

**ORDINANCE AMENDING ORDINANCE NO. 26-2024, AS AMENDED BY ORDINANCES NO. 01-2025, 02-2025 and 05-2025 IN ITS ENTIRETY AND FIXING THE SALARIES AND COMPENSATION OF ALL OFFICES AND POSITIONS IN THE CITY SERVICE AND DECLARING AN EMERGENCY**

**WHEREAS**, the Council of the City of Wyoming, Ohio has, by Ordinance No. 26-2024, as amended by Ordinances No. 01-2025, 02-2025 and 05-2025, fixed the salaries and compensation of all offices and positions in the City service; and

**WHEREAS**, this Council now desires to amend said existing ordinance, as amended by Ordinances No. 01-2025, 02-2025 and 05-2025, and enact a new comprehensive ordinance on the same subject.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Wyoming, Ohio:

**SECTION 1.** That Ordinance No. 26-2024, as amended by Ordinances No. 01-2025, 02-2025 and 05-2025, is amended in its entirety to read as set forth herein.

**SECTION 2.** That from and after January 1, 2026, all offices and positions in the City service shall be designated and compensated in accordance with the schedule hereinafter set forth. The amounts set forth in the following sections of this Ordinance shall represent compensation to be paid annually except where otherwise indicated or as otherwise determined by the City Manager but not to exceed the maximum salary or hourly rates set forth herein or as specifically covered in a collective bargaining agreement. Said amounts shall be paid in equal installments, at least monthly, as the City Manager may determine, provided that salaries of Council members shall be paid monthly with the exception being the Mayor who will be paid biweekly. The City Manager shall establish the salary of any office or position not fixed by this or other Ordinances or by law, provided the same shall not be in excess of the total amount appropriated for salaries in the department involved.

**SECTION 3. UNCLASSIFIED SERVICE**

**PUBLIC WORKS DEPARTMENT**

3.1.	Public Works Director	1	123,723.00/154,411.00 per yr.
3.2.	Maintenance Worker – Seasonal	4 FTE	15.00/20.00 per hr.
3.3.	Maintenance Worker – part time	1	11.00/20.00 per hr.
3.4.	MAINTENANCE CREW LEADER	2	
	Maintenance Crew Leader (1 yr.)		35.38 per hr.
	Maintenance Crew Leader (3 yrs.)		35.87 per hr.
	Maintenance Crew Leader (5 yrs.)		36.65 per hr.
	Maintenance Crew Leader (6+ yrs.)		37.22 per hr.





	Hire Rate		106,846.00 per yr.
	Sergeant – 2 years of Service		108,918.36 per yr.
	Sergeant – 4 years of Service		112,771.52 per yr.
	Sergeant – 5 years of Service		113,038.44 per yr.
	Sergeant – 6+ years of Service		118,777.09 per yr.
3.30.	PATROL OFFICER	14	
	Hire Rate – No Certification		71,263.66 per yr.
	Hire Rate – Certified		88,749.18 per yr.
	Patrol Officer – 2 years of Service		95,688.98 per yr.
	Patrol Officer – 4 years of Service		101,043.28 per yr.
	Patrol Officer – 5 years of Service		101,160.72 per yr.
	Patrol Officer – 6+ years of Service		103,296.04 per yr.
3.31.	POLICE CLERK	3	
	Police Clerk Hire Rate		57,127.67 per yr.
	Police Clerk (2 years of Service)		62,095.29 per yr.
	Police Clerk (4 years of Service)		65,821.00 per yr.
	Police Clerk (5 years of Service)		67,683.88 per yr.
	Police Clerk (6+ years of Service)		70,540.24 per yr.
3.32.	School Crossing Guards	9	30.00 per hr.
3.33.	Part Time Police Clerk	1	15.00/20.00 per hr.

\*the Police Chief and Assistant Police Chief may receive additional compensation for working police details as provided in the FOP labor agreement at the same rate of pay as the most senior sergeant on staff at the time of the detail.

#### **FIRE AND EMS DEPARTMENT**

3.34.	Fire Chief	1 PT	50,000/90,000 per yr.
3.35.	Assistant Chief/Safety Officer	*	750.00/yr.+20.00 per detail
3.36.	District Chief	1 PT	58,500/72,800 per yr.
3.37.	Captains	*	500.00/yr. + \$20/detail for Volunteer or .50/hr. for hourly employees
3.38.	Lieutenants	*	250.00/yr. + \$20/detail for Volunteer or .25/hr. for hourly employees
3.39.	Firefighters	*	20.00 per detail and per run
3.40.	Fire Auxiliary	*	20.00 per detail
3.41.	Fire Cadet	*	20.00 per drill/work detail
3.42.	EMS Per Run Members	*	20.00 per detail
3.43.	P.T. Paramedics	*	23.00/32.00 per hr.
3.44.	EMS Captain	1	Hourly pay plus \$2/hr.
3.45.	EMS Lieutenant	*	Hourly pay plus \$1/hr.

\*The City Manager shall keep an active-duty list of Firefighters, EMTs, and Paramedics properly certified in the positions. These employees shall be paid according to the capacity in which they are serving on a run or a drill.

## RECREATION DEPARTMENT

3.46.	Recreation Director	1	104,285.28/130,093.88 per yr.
3.47.	Recreation Supervisor – Front Desk	1	66,643.20/85,009.60 per yr.
3.48.	Recreation Supervisor – Athletics	1	66,643.20/85,009.60 per yr.
3.49.	Recreation Supervisor – Facilities	1	25.98/33.99 per hr.
3.51.	Recreation Attendants	20 PT	11.00/25.00 per hr.
3.54.	Facilities Attendant	1-4 PT	13.00/20.00 per hr.
3.55.	Summer Camp Coordinator	1 seasonal	18.00/22.00 per hr.
3.56	Summer Camp Manager	3 seasonal	16.00/20.00 per hr.
3.57	Recreation Specialists	3 seasonal	16.00/20.00 per hr.
3.56.	Summer Camp Counselors	30 seasonal	11.00/16.00 per hr.
3.57.	Fitness Manager	1 PT	15.00/25.00 per hr.
3.57.	Bartenders	10 PT	12.00/18.00 per hr.+ 50.00 gratuity per event

### SECTION 4. Introductory/Probationary Periods.

4.1. The pay per hour or salary of any person upon entrance into City service, unless specifically covered in a collective bargaining agreement, may be less than the pay per hour or salary stated in this Ordinance during such introductory/probationary periods, such pay per hour or salary to be determined for each instance by the City Manager. Upon satisfactory completion of the introductory/probationary period, the City Manager may increase the pay per hour or salary of any such person up to the maximum salary stated in those subsections.

### SECTION 5. Longevity Pay.

5.1. At the discretion of the City Manager, and upon evidence of merit, each regular, full-time employee in the City service with three or more years of full time continuous service, shall be eligible for longevity pay. Such longevity pay, when so determined by the City Manager, shall be paid at the rates set forth, for each year of service, after the third year, at the rate of \$60.00 per year of service after completion of said years of service.

Notwithstanding anything in the previous paragraph, the existence and payment of longevity pay shall remain at all times within the sole control and discretion of the City Manager. Employees do not have a vested right or accrued entitlement to longevity pay. The City Manager's discretion under this provision is absolute and includes, but is not limited to, doing the following with or without advance notice: setting the amount of longevity pay; changing the method or time it is accumulated, calculated, or paid; suspending longevity pay; and eliminating longevity pay. If the City Manager fails to exercise their discretion under this provision, or exercises that discretion in some particular way, this shall not waive the City Manager's right to exercise the discretion provided, or from exercising it in some other way.

5.2. The foregoing meritorious longevity payments shall be in addition to the compensation stated in Section 3 of this Ordinance.

#### **SECTION 6. Health Insurance/Life Insurance/Dental/Optical Benefits**

6.1. In addition to the compensation stated in Section 3 above, regular, full-time employees in the City service, and employees otherwise entitled to be offered health coverage by law, may participate in the City's group health insurance program. If the employee elects the City's health insurance plan, they shall pay a monthly contribution in the amount of 20% of the calculated COBRA premium for the City's health insurance plan which is taken out of paychecks bi-weekly on a pre-tax basis.

Notwithstanding anything in the previous paragraph, the existence and amount of payment of the employee contribution for all employees shall remain at all times within the sole control and discretion of the City Manager. Employees do not have a vested right or accrued entitlement to have the City pay the additional percentage of the employee contribution for healthcare coverage. The City Manager's discretion under this provision is absolute and includes, but is not limited to, doing the following with or without advance notice: setting the amount of employee contribution; changing the method or time it is accumulated, calculated, or paid; suspending the employee contribution; and eliminating the City contribution. If the City Manager fails to exercise their discretion under this provision, or exercises that discretion in some particular way, this shall not waive the City Manager's right to exercise the discretion provided, or from exercising it in some other way.

6.2. The City shall provide life insurance equal to one year's base salary, up to a maximum of \$150,000 with double indemnity for accidental death to regular full time employees. Coverage is subject to limitations under the life insurance contract including a standard scheduled reduction in benefits due to the age of the employee.

Notwithstanding anything in previous paragraph, the existence and amount of life insurance provided to said employees shall remain at all times within the sole control and discretion of the City Manager. Employees do not have a vested right or accrued entitlement to life insurance benefits. The City Manager's discretion under this provision is absolute and includes, but is not limited to, doing the following with or without advance notice: setting the amount of employee life insurance; changing the method or time it is provided; suspending the life insurance; and eliminating the life insurance. If the City Manager fails to exercise their discretion under this provision, or exercises that discretion in some particular way, this shall not waive the City Manager's right to exercise the discretion provided, or from exercising it in some other way.

6.3. The City has established an annual stipend for dental, hearing, and optical expense reimbursement for regular full-time employees. During each calendar year, the sum of \$500 is paid into a savings account for each regular full-time employee in a non-exempt position and \$600 for each regular full-time employee in an exempt position. Amounts deposited into individual employees' accounts will accrue from year to year if not utilized by the employee. Employees may request reimbursement from their account, up to the maximum amount available, for dental, vision, and hearing bills actually incurred and paid by them. An employee leaving the service of the City prior to completion of service to their one-year anniversary date will not receive remuneration for any unused funds accrued for dental, hearing, and optical expense reimbursement at the time of their departure from the City's employment for any reason.

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6.3. The City has established an annual stipend for dental, hearing, and optical expense reimbursement for regular full-time employees. During each calendar year, the sum of \$500 is paid into a savings account for each regular full-time employee in a non-exempt position and \$600 for each regular full-time employee in an exempt position. Amounts deposited into individual employees' accounts will accrue from year to year if not utilized by the employee. Employees may request reimbursement from their account, up to the maximum amount available, for dental, vision, and hearing bills actually incurred and paid by them. An employee leaving the service of the City prior to completion of service to their one-year anniversary date will not receive remuneration for any unused funds accrued for dental, hearing, and optical expense reimbursement at the time of their departure from the City's employment for any reason.

Notwithstanding anything in the previous paragraph, the existence and reimbursement of dental, hearing, and optical expenses pay shall remain at all times within the sole control and discretion of the City Manager. Employees do not have a vested right or accrued entitlement to dental, hearing, and optical reimbursement benefits. The City Manager's discretion under this provision is absolute and includes but is not limited to doing the following with or without advance notice: setting the amount of dental, hearing, and optical reimbursement benefits; changing the method or time it is accumulated, calculated, or paid; suspending dental, hearing, and optical reimbursement benefits; and eliminating dental, hearing, and optical reimbursement benefits. If the City Manager fails to exercise their discretion under this provision, or exercises that discretion in some particular way, this shall not waive the City Manager's right to exercise the discretion provided, or from exercising it in some other way.

## **SECTION 7. Overtime.**

7.1. All employees, other than those employees exempt from the overtime standards of The Fair Labor Standards Act, shall be paid one and one-half times their regular hourly wage for all work in an active pay status over forty hours in any pay week as calculated for payroll (Wednesday to Tuesday). Active Pay Status for the purposes of overtime calculation shall be defined only as actual time on duty, City-scheduled holidays, vacation, personal days, or compensatory time granted a minimum of two weeks in advance of the pay period in question.

7.2. The hourly rate of pay for those employees whose pay is based on an annual salary shall be determined by converting the annual salary to a weekly salary and dividing the weekly salary by 40 hours.

7.3. Employees required to work on a Sunday shall be paid one- and one-half times their hourly pay rate except those employees whose regular work week includes Sunday.

7.4. The City Manager may allow compensatory time off for those employees who are not eligible for overtime pay, as well as for those employees eligible for overtime pay in lieu thereof, which compensatory time shall be taken within 30 days of overtime worked, at such rates as required by The Fair Labor Standards Act, as applicable.

## **SECTION 8. Paid Holidays.**

8.1. (1) New Year's Day, (2) Martin Luther King Day, (3) the third Monday in February (designated as "Washington-Lincoln Day"), (4) the Friday before Easter, (5) Memorial Day, (6) Independence Day, (7) Labor Day, (8) Thanksgiving Day, (9) the day after Thanksgiving, (10) Christmas Eve, (11) Christmas Day, (12) New Year's Eve and, individually, (13) an employee's birthday shall be designated as holidays with pay for regular full time employees. If any of these days fall on a Saturday, the preceding Friday will be granted as the day off with pay in lieu of the actual holiday; and if any of these days fall on a Sunday, the following Monday will be granted as the day off with pay in lieu of the actual holiday.

8.2. Regular full time, non-exempt FSLA covered employees not represented by AFSCME and FOP who are scheduled to work and do work on a holiday, shall receive pay at the time and one-half rate and compensatory time off. For full-time, non-exempt FSLA covered Water Works employees, the holiday will be observed on the actual calendar day, employees who are scheduled to work and do work will be paid time and a half for time worked and eight hours of holiday pay. Those not scheduled to work will receive 8 hours of holiday pay.

8.3. Failure to report for work on the last day before or the first workday after a holiday, without good cause, will constitute grounds for forfeiture of payment for the holiday.

8.4. If a recognized City paid holiday falls during an employee's vacation period, it shall not be counted against their vacation time.

#### **SECTION 9. Sick Leave.**

9.1. Each regular full-time non-seasonal employee is credited with 10 hours of sick leave per calendar month of service, to a maximum of 120 hours per year.

9.2. Sick leave will be paid only when the employee or a member of the employee's immediate family notifies the employee's supervisor or other designated person of the employee's absence as soon as reasonably possible.

9.3. In no event will an employee on sick leave be paid for more than eight hours in any 24-hour period, unless the employee's normal work period is more than eight hours, in which case, the employee shall be paid for the actual number of hours the employee would have worked.

9.4. Any regular full-time employee who is injured on the job shall receive full pay, without any loss of unused, accumulated sick leave, up to a maximum of 90 days' pay, however, this period may be extended at the discretion of the City. This will be converted to sick leave from the beginning if it is subsequently determined that the injury or disease was not in the course of or did not arise out of employment. The City may terminate Injury Leave if the employee has recovered enough to perform available work. The City will pay an employee on Injury Leave the employee's regular weekly pay. Such payments shall take the place of Temporary Total disability payments available through the Bureau of Workers' Compensation.

9.5. In the event of a significant health event, not covered by Workers Compensation, if an employee has exhausted their sick leave credit, vacation, personal days, or other paid leave balance they have available to them needs additional sick leave time, fellow employees may donate a portion of their accumulated sick leave credit to the employee. To be eligible to donate sick leave, an employee must maintain a minimum balance of 600 hours of sick leave after any donation. Any employee may receive a maximum of 720 hours of sick leave donation from fellow employees. If the total amount of sick leave credited is not exhausted, it shall be returned proportionately to the employee(s) who donated said sick leave. For purposes of this Section, a "significant health event" means that the employee is unable to work because of the employee's own serious health condition, provided that the employee submits satisfactory medical evidence of inability to work. Donations shall not be permitted for intermittent or reduced leave schedules. The City Manager shall review and approve or disapprove each individual case where a sick leave donation has occurred.

#### **SECTION 10. Bereavement Leave.**

10.1. In the event of a death in an employee's immediate family, full time employees may take up to three consecutive workdays, not deducted from paid leave time, one of which must be the day of the funeral and can take up to three additional sick leave days, vacation days, or comp days which will be deducted from the applicable leave balance. For purposes of this Section 10.1 only, "immediate family" means spouse, significant other, child or stepchild, grandchild or step-grandchild, parent, grandparent, stepparent, brother, sister, stepbrother, stepsister, and sister, brother, stepsister, stepbrother, grandparent, parent, or stepparent of

spouse or significant other. The City reserves the right to request documentation to verify the need for bereavement leave.

#### SECTION 11. Vacations.

11.1. The vacation year runs from January 1 to December 31. Vacations are based on full-time continuous service. "Continuous service" is defined as service not broken by resignation or dismissal without reinstatement within one year of the date of separation. The previous sentence does not apply to any other reason for a break in continuous service regardless of reinstatement timeframe.

YEARS OF CONTINUOUS SERVICE	NUMBER OF VACATION DAYS
Less than 1 year	Contingent upon starting date
1-5 years	12 days
6 years	13 days
7 years	14 days
8 years	15 days
9 years	16 days
10 years	17 days
11 years	18 days
12 years	19 days
13 years	20 days
14 years	21 days
15 years	22 days
16 years	23 days
17 years	24 days
18 years	25 days
19 years	26 days
20 years TO RETIREMENT	27 days

New hires starting work during the month of January will receive twelve (12) days of paid vacation leave, those starting work in February will receive eleven (11) days of paid vacation leave, those starting during the month of March will receive ten (10) days of paid vacation leave, those starting during the month of April, will receive nine (9) days of paid vacation leave, those starting during the month of May, will receive eight (8) days of paid vacation leave, those starting during the month of June will receive seven (7) days of paid vacation leave, those starting during the month of July will receive six (6) days of paid vacation leave, those starting during the month of August will receive five (5) days of paid vacation leave, those starting during the month of September will receive four (4) days of paid vacation leave, those starting during the month of October will receive three (3) days of paid vacation leave, those starting during the month of November will receive two (2) days of paid vacation leave, and those starting during the month of December will receive one (1) day of paid vacation leave for the year they start working at the City of Wyoming.

11.2. Regular full-time employees will be eligible for three personal days during the calendar year. Personal days may not be carried over from one year to the next. An employee leaving the service of the City prior to completion of service to their one-year anniversary date will not receive remuneration for any unused personal days at the time of their departure from the City's employment for any reason.

11.3. Part time employees, school crossing guards, and temporary, volunteer, and seasonal employees are not eligible for vacation time or sick time.

11.4. An employee leaving the service of the City shall be eligible to renumeration for their unused vacation leave after completing at least one year of service. An employee leaving the service of the city prior to completion of service to their one-year anniversary date will not receive renumeration for any unused vacation leave at the time of their departure from the City's employment for any reason.

11.5. Every effort will be made to arrange vacations at a time that is satisfactory for the employee and the employee's department head. Vacations shall be taken during the calendar year, and vacation leave may be carried over from one year to the next. Advanced authorization from the City Manager is required only if the employee wishes to carry over more than 40 hours of vacation time. If a recognized holiday occurs during the employee's vacation period it shall not be counted as a part of the vacation.

11.6. An employee who has more than 600 hours sick leave accumulated to the employee's credit as of December 31 of the previous calendar year may convert the excess to vacation on the basis of eight hours of sick leave to eight hours of vacation leave, in any given year, up to a maximum of 40 hours of vacation, provided that the employee's sick leave balance after conversion is not less than 600 hours. Said conversion must have the advance approval of the City Manager and will only be permitted subsequent to the use of the regular vacation period.

11.7. An employee with a balance of 80 vacation hours may convert the excess over 80 to cash on an hour for hour basis. An employee may cash in up to 40 hours per year. In addition, those employees exempted from the provisions of the Fair Labor Standards Act may convert up to an additional 40 hours, for a total not to exceed 80 hours in any one year. For good cause shown, on a case-by-case basis, the City Manager may authorize Department Heads to convert up to an additional 40 hours, for a total not to exceed 120 hours in any one year. Vacation conversions may occur only as long as the balance after conversion is 80, or if the employee has used at least 80 hours the year in which conversion is requested.

## **SECTION 12. Payment of Accrued but Unused Sick Leave upon Retirement.**

12.1. For employees whose most recent date of hire with the City is before January 1, 2013, upon the retirement of such an employee under applicable retirement system, the employee shall be paid (at the employee's straight-time pay rate at retirement) for two-thirds of the employee's accrued but unused hours of sick leave accumulated during the employee's employment with the City, or 1,072 hours, whichever is less.

12.2. For employees whose most recent date of hire is on or after January 1, 2013, if, upon retirement under applicable retirement system, such an employee has 10 or more years of continuous service to the City, the employee shall be paid (at the employee's straight-time pay rate at retirement) for one-fourth of the employee's accrued but unused hours of sick leave, or 800 hours, whichever is less.

12.3. If the number of hours to be paid to an employee under Section 12.2 equals or exceeds 800 hours, then no sick leave hours credited for service at another Ohio public employer ("Non-Wyoming Sick Leave") are eligible for payout at retirement. If the number of hours to be paid to an employee under Section 12.2 is less than 800 and the employee has accrued but unused Non-Wyoming Sick Leave hours, then the employee shall be paid for the number of the employee's accrued but unused Non-Wyoming Sick Leave hours up to the difference between 800 and the number of hours that would otherwise be paid under Section 1.2.

12.4. Payment for unused sick leave accrual will not be made until confirmation of retirement is received from the appropriate State of Ohio retirement pension plan.

12.5. The application of Sections 12.1 through 12.4, and the City's payment, if any, made according to Sections 12.1 through 12.4, eliminates all accrued but unused sick leave credit of the employee.

### **SECTION 13. Retirement Pickup.**

13.1. In addition to the compensation stated herein, all regular full-time employees in the Ohio Public Employee's Pension System, not covered by a separate labor agreement and excluding the Police Chief and Assistant Police Chief, shall have paid for said employee by the City, a maximum of 10% of the statutorily required employee contribution. The City, in reporting and making remittances to the applicable Retirement System or Pension Fund, shall report that each individual's contribution has been made on behalf of the individual and shall not be considered additional salary or wages. For the purpose of computing the individual's earnings, or the basis of their contribution to the applicable Retirement System or Pension Fund, the amount paid by the City on behalf of the individual is intended to be and shall be considered as having been paid by the individual in the fulfillment of their statutory obligations.

Notwithstanding anything in the previous paragraph, the payment by the City of the employee required contribution to the applicable Retirement System for regular full-time employees shall remain at all times within the sole control and discretion of the City Manager. Employees do not have a vested right or accrued entitlement to this contribution by the employer. The City Manager's discretion under this provision is absolute and includes, but is not limited to, doing the following with or without advance notice: setting the amount of required employee contribution the City will pay on the regular full-time employee's behalf to the applicable Retirement System or Pension Fund; suspending the City's 10% contribution on behalf of the regular full-time employee's contribution; and eliminating the City's 10% contribution on behalf of the regular full time employee's contribution. If the City Manager fails to exercise their discretion under this provision, or exercises that discretion in some particular way, this shall not waive the City Manager's right to exercise the discretion provided, or from exercising it in some other

### **SECTION 14. Payment of Unused Benefits upon Death.**

14.1. In the event of an employee's death, any unused or otherwise uncompensated vacation leave, sick leave (payable as if upon retirement), or longevity pay that the employee would otherwise have been eligible to receive at that time shall be paid to such employee's spouse or designated beneficiary or estate. These benefits will be paid in accordance with the beneficiary assignment made by the employee on their life insurance policy enrollment/update form.

### **SECTION 15. Pay Plan.**

15.1. The City Manager is authorized to interpret the application of the City's pay plan to circumstances not specifically covered by Ordinance, using the principles expressed herein as a policy guide, and to administer the pay plan to ensure it is equitable to all employees including making appropriate adjustments for 27 pay periods in those years when there are 27 pay periods and not 26 pay periods.

### **SECTION 16. Review and Amendment of Pay Plan and Policies.**

16.1. The City Manager shall review the pay plan and policies and communicate the results of this review (1) annually, prior to the City Manager's submission of the City's operating budget; and (2) following completion of negotiations with any employee union, which negotiations result in recommendations for change in pay rates or policies.

## **SECTION 17. Pay Upon Promotion.**

17.1. When an employee is promoted to a classification having a higher pay range, such employee's compensation shall be fixed at the rate in such employee's new classification next higher than that in such employee's old class, regardless of whether such employee was promoted through promotional examination or otherwise.

## **SECTION 18. Pay Upon Reclassification.**

18.1. When an employee is reclassified, such employee's pay shall be fixed at the same rate as in such employee's former classification if such a rate exists; otherwise, at the next higher rate.

## **SECTION 19. Pay Upon Demotion.**

19.1. When an employee is demoted for any reason (except disciplinary), the employee's compensation shall be fixed at the same rate the employee held in the higher class if the lower classification contains such a rate; otherwise, the employee shall receive the rate in the new classification next lower than the employee's rate before demotion. However, if the demotion results from disciplinary action, such employee's pay shall be set by the City Manager as part of the disciplinary action process.

## **SECTION 20. Tuition Reimbursement.**

20.1. At the discretion of the City Manager, regular, full-time City employees are eligible to receive tuition reimbursement related to educational expenses for personal growth and development within their particular professional field as outlined in the City's Tuition Reimbursement Policy.

20.2. The reimbursement of tuition expenses shall remain at all times within the sole control and discretion of the City Manager. Employees do not have a vested right or entitlement to tuition reimbursement. The City Manager's discretion under this section is absolute and includes, but is not limited to, at any time doing the following, with or without advance notice: establish, determine and/or change eligibility criteria for tuition reimbursement, establish, determine, and/or change reimbursement procedures and policies, suspend or eliminate tuition reimbursement for employees, and reduce or increase the amount available for tuition reimbursement in accordance with the availability of funds appropriated by City Council in the City operating budget and with due consideration of the City's financial condition. If the City Manager fails to exercise their discretion, or exercises that discretion in some particular way, it shall not waive the City Manager's right to exercise the discretion provided, or from exercising it in some other way.

## **SECTION 21. Employee Referral Bonus.**

21.1. At the discretion of the City Manager, regular, full-time City employees are eligible to receive an employee referral bonus when they refer potential applicants who are subsequently selected and hired for full-time positions with the City in an amount not to exceed \$500 per candidate, as outlined in the Employee Referral Bonus Policy.

21.2. The payment of an employee referral bonus shall remain at all times within the sole control and discretion of the City Manager. Employees do not have a vested right or entitlement to an employee referral bonus. The City Manager's discretion under this section is absolute and includes, but is not limited to, at any time doing the following, with or without advance notice: establish, determine and/or change criteria for the employee referral bonus, establish, determine, and/or change bonus payment procedures and policies, suspend or eliminate the bonus referral program for employees, and reduce the amount of the bonus in accordance with the availability of funds appropriated by City Council in the City operating budget and with due consideration of the City's financial condition. If the City Manager fails to exercise their discretion, or exercises that discretion in some particular way, it shall not waive the City Manager's right to exercise the discretion provided, or from exercising it in some other way.

**SECTION 22. Procedure for Handling Complaints and Grievances Other Than Those Otherwise Addressed by City Policies and Contracts.**

22.1. An employee who has a complaint or grievance shall first discuss it with such employee's immediate supervisor.

22.2. If the situation is not remedied to the employee's satisfaction as provided in Section 22.1, the employee may put such complaint or grievance in writing to the employee's immediate supervisor, within five days of the supervisor's original decision. The supervisor shall respond to the employee in writing within five days.

22.3. If the employee is still not satisfied, the employee may notify the employee's department head in writing within five days following receipt of the immediate supervisor's written response. The department head shall meet with the employee promptly and shall respond in writing within 5 days of this meeting.

22.4. If the employee is still not satisfied, the employee may notify the City Manager in writing within five days of receipt of the department head's written response. The City Manager shall meet with the employee and department head promptly and shall make such investigation as the City Manager feels necessary, following which the City Manager will respond in writing to the employee. The employee may be represented at this meeting if the employee chooses. The City Manager's decision shall be final.

**SECTION 23. Restrictions Regarding Outside Employment.**

23.1. The following rules for outside employment apply to all regular full-time City employees:

23.1.1. All outside employment activities and conduct must be performed outside of regular working hours. Such outside employment must not conflict with or compromise the City's interests, adversely affect the efficient performance of such employee's City duties or cause a conflict of interest between such employee's City duties and such employee's outside work duties. Further, outside employment must not prevent such employee's prompt response when such employee is subject to call at any time to perform such employee's regular City duties.

23.1.2. Employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor

job performance, absenteeism, tardiness, leaving early, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, the employee will be asked to discontinue the outside employment, and the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).

23.1.3. Employees who have accepted outside employment may not use paid sick leave to perform work on the outside job.

23.1.4. Fraudulent use of sick leave or an employee's refusal to discontinue outside employment after being requested to do so by the City Manager will result in disciplinary action up to and including termination of employment.

#### **SECTION 24. Death of a City Non-Represented Employee, Firefighter, or EMS Member**

24.1. In the event of the death of a City non-represented employee or City of Wyoming Firefighter or EMS member, as a result of performing job related duties, the City of Wyoming shall pay funeral expenses in accordance with the wishes of the non-represented employee's, Firefighter's, or EMS member's family, not to exceed \$5,000.00.

#### **SECTION 25. Retirement of Police Chief or Assistant Police Chief**

25.1. The City of Wyoming may offer the retiring Police Chief and Assistant Police Chief the option to purchase their employer issued handgun for one dollar within 30 days of retirement. In order to qualify for the provisions of this Section, the retiring employee must have completed at least 10 years of service with the City of Wyoming and must apply for and be granted full retirement benefits by the Ohio Police and Fire Pension System.

#### **SECTION 26. Definitions.**

26.1. Regular part-time employees are defined as those who are regularly scheduled to work 20 to 39 hours per week on a 52-week basis.

26.2. Retirement is defined as a separation in which an eligible employee has applied for retirement benefits from the appropriate State of Ohio retirement pension plan. Any employee who intends to retire from the City is asked to notify their department director in writing at least 60 days prior to the date of retirement.


#### **SECTION 27. Miscellaneous.**

27.1. Provisions of the AFSCME and the FOP contracts covering employees represented by AFSCME and FOP may conflict with the provision of this Ordinance, and where such conflict shall exist, the provisions of the Collective Bargaining Agreement shall control and shall be made a part of this Ordinance as if separately stated herein.

27.2. All Ordinances and Resolutions and parts of Ordinances and Resolutions in conflict with the provisions of this Ordinance are hereby repealed as to such conflicting provisions.

**SECTION 28.** This Ordinance is hereby determined to be an emergency measure in that it is necessary for the preservation from immediate danger of the public peace, prosperity, health, safety, and welfare, and further is necessary for the daily operation of the departments of the City and also that it is necessary for the further reason that it takes effect on January 1, 2026. Accordingly, this Ordinance shall take effect January 1, 2026 by the affirmative vote of five of the seven members elected to Council in accordance with the Charter of the City of Wyoming, Ohio.

**PASSED IN THE COUNCIL CHAMBERS OF THE CITY OF WYOMING, OHIO  
THIS 15<sup>th</sup> DAY OF DECEMBER, 2025.**

  
\_\_\_\_\_  
Melissa Monich, Mayor

ATTEST:

  
\_\_\_\_\_  
Clerk of Council

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Emily Supinger, City Solicitor

