THE CITY OF DELAWARE 2026 SUMMARY OF BENEFITS

Professional, Confidential, Supervisory and Non-Union Employees

October 12, 2026

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Article I. WAGES AND PAY PLAN

Section 1.01 Non-Union Employee Pay Plan

(a) The following pay schedule is to be effective December 24, 2023.

(b) Employees hired before February 13, 2024, who are currently positioned on a step may continue to advance through the steps until they reach the midpoint. Once they reach the midpoint, they may continue to advance up to the maximum.

(c) Employees hired or reclassified after February 13, 2024, will be placed within the range for their pay grade (minimum to maximum).

(d) Movement within an employee's assigned pay grade (minimum to maximum) will be predicated on the merit incentive program effective February 13, 2024.

1) The merit incentive program will be paused for the 2025 review year. Employees eligible for merit will receive the annual wage adjustment approved by council in section (e)(1), below, and may still be eligible for an additional wage adjustment as determined by the city manager.

(e) Employees who have been employed with the city for less than one (1) year by the conclusion of the merit incentive program evaluation period shall still have their performance evaluated in accordance with the review cycle. Their increases will be based on the annual wage adjustment approved by Council and may still be eligible for an additional wage adjustment as determined by the City Manager.

1) For the 2025 review cycle, the annual wage adjustment is 3.5%, provided that the employee receives an "achieves performance standards rating."

(f) Employees hired after October 1 will remain at their current step for the following calendar year, unless otherwise authorized by the City Manager.

(g) When an employee reaches the maximum of their assigned pay grade, they will receive their merit pay in the form of a lump sum payment.

(h) The City Manager or designee reserves the right to allow eligible employees to exceed the maximum wage of their respective range.

(i) Retirees who are re-hired under this pay plan will be considered newly hired for the purpose of compensation and benefits. All prior service benefits will cease with retirement and not be considered for determining benefits offered by the city, including but not limited to vacation accrual and longevity pay, or other service credit-based benefits. Pre-retirement service also will not be counted as seniority for purposes of scheduling overtime. Rehired retirees shall be compensated at a rate no higher than the minimum pay for the position's pay grade, unless authorized by the City Manager. The City Manager has the discretion to compensate rehired retirees at a rate of pay lower than the position's minimum rate under the city's pay grade schedule or at any rate within the position's pay grade.

	Position
[1]**M1/01M**	Airport Technician I
M2/02M	Airport Technician II, Help Desk Support Technician
M3/03M	Airport Technician III, Financial Specialist I, Police Assistant**,** Cemetery Administrator
M4/04M	Cemetery Manager, Collections Manager, Data & Video Technician, GIS/Data Technician, HR Assistant, Office Manager, Service Coordinator, Recreation Coordinator, Technical Support Specialist I, Development Financing Manager, Planning Coordinator, Paralegal
M5/05M	Building Inspector I, Code Enforcement Officer I, Construction Inspector, GIS/CMMS Analyst, Zoning Officer, Project Manager I
M6/06M	Economic Development Coordinator, Executive Assistant, Financial Specialist II, Police Technician, Right-of-Way Manager, Watershed Sustainability Coordinator, Communications Specialist, Project Manager II**,** Technical Support Specialist II
M7/07M	City Forester, Building Inspector II, Code Enforcement Officer II, Collections Division Supervisor, Development Planner, Distribution Division Supervisor, Golf Course Supervisor, Parks Division Supervisor, Solid Waste Collection Division Supervisor, Street Division Supervisor, Meter Reading Division Supervisor
M8/08M	Airport Manager, Purchasing Analyst, Budget & Management Analyst, Economic Development Project Manager II, Recreation Program Superintendent, Financial Specialist III, HR Specialist, Project Manager III, GIS Coordinator, Construction Inspection Manager, Grants Administrator, Fleet Division Supervisor, Traffic Division Supervisor
M9/09M	Facility Maintenance Superintendent, Application Systems Specialist, Project Engineer I, Technical Support Specialist III
M10/10M	Assistant to the City Manager, Parks Superintendent, Planning & Zoning Administrator, Public Works Superintendent, Utilities Field Superintendent, Wastewater Manager, Water Manager, Deputy Chief Building Official, Assistant City Prosecutor, Procurement Administrator, GIS Manager
M11/11M	Deputy Director of Public Utilities, Traffic Engineer, Assistant City Attorney/Prosecutor, Project Engineer II, Assistant City Attorney (Collections), Income Tax Administrator
M12/12M	Chief Building Official, IT Manager, Project Engineer III**,** Assistant City Attorney (Real Estate), Deputy Finance Director
M13/13M	Assistant City Engineer
M14/14M	Deputy IT Director, City Prosecutor

[1] Per Amendment to Ordinance No. 18-112 (December 20, 2018) Clerk of Council (M1) removed from Management Pay Plan effective January 15, 2019.

Employees Hired Prior to February 13, 2024

Pay Grade	Step 1 (MIN)	Step 1 Annual	Step 2	Step 2 Annual	Step 3	Step 3 Annual	Step 4	Step 4 Annual	Step 5 (MID)	Step 5 Annual	MAX	MAX Annual
M1	$21.54	$44,803	$22.56	$46,925	$23.63	$49,150	$24.75	$51,480	$25.84	$53,747	$30.15	$62,712
M2	$22.83	$47,486	$23.91	$49,733	$25.05	$52,104	$26.24	$54,579	$27.39	$56,971	$31.96	$66,477
M3	$24.20	$50,336	$25.35	$52,728	$26.55	$55,224	$27.81	$57,845	$29.04	$60,403	$33.88	$70,470
M4	$25.65	$53,352	$26.87	$55,890	$28.14	$58,531	$29.48	$61,318	$30.78	$64,022	$35.91	$74,693
M5	$27.19	$56,555	$28.48	$59,238	$29.83	$62,046	$31.25	$65,000	$32.63	$67,870	$38.06	$79,165
M6	$28.82	$59,946	$30.19	$62,795	$31.62	$65,770	$33.12	$68,890	$34.58	$71,926	$40.35	$83,928
M7	$30.55	$63,544	$32.00	$66,560	$33.52	$69,722	$35.11	$73,029	$36.66	$76,253	$42.77	$88,962
M8	$32.38	$67,350	$33.92	$70,554	$35.53	$73,902	$37.22	$77,418	$38.86	$80,829	$45.33	$94,286
M9	$34.32	$71,386	$35.96	$74,797	$37.66	$78,333	$39.45	$82,056	$41.19	$85,675	$48.05	$99,944
M10	$36.38	$75,670	$38.17	$79,394	$39.92	$83,034	$41.82	$86,986	$43.66	$90,813	$50.94	$105,955
M11	$38.57	$80,226	$40.40	$84,032	$42.32	$88,026	$44.33	$92,206	$46.28	$96,262	$53.99	$112,299
M12	$40.88	$85,030	$42.82	$89,066	$44.86	$93,309	$46.99	$97,739	$49.06	$102,045	$57.23	$119,038
M13	$43.33	$90,126	$45.39	$94,411	$47.55	$98,904	$49.81	$103,605	$52.00	$108,160	$60.67	$126,194
M14	$45.93	$95,534	$48.12	$100,090	$50.40	$104,832	$52.80	$109,824	$55.12	$114,650	$64.31	$133,765

Employees Hired After February 13, 2024

Pay Grade	Minimum	Annual	Maximum	Annual
01M	$21.54	$44,803	$30.15	$62,712
02M	$22.83	$47,486	$31.96	$66,477
03M	$24.20	$50,336	$33.88	$70,470
04M	$25.65	$53,352	$35.91	$74,693
05M	$27.19	$56,555	$38.06	$79,165
06M	$28.82	$59,946	$40.35	$83,928
07M	$30.55	$63,544	$42.77	$88,962
08M	$32.38	$67,350	$45.33	$94,286
09M	$34.32	$71,386	$48.05	$99,944
10M	$36.38	$75,670	$50.94	$105,955
11M	$38.57	$80,226	$53.99	$112,299
12M	$40.88	$85,030	$57.23	$119,038
13M	$43.33	$90,126	$60.67	$126,194
14M	$45.93	$95,534	$64.31	$133,765

Section 1.02 Department Director Pay Plan

(a) The following pay schedule for the positions below is to be effective December 21, 2025.

	Minimum	Midpoint	Maximum
Police Chief	$74.89	$80.51	$86.13
Fire Chief	$71.01	$78.11	$85.21
Finance Director	$59.23	$68.11	$77.00
Chief Information Officer	$59.23	$68.11	$77.00
City Attorney	$59.23	$68.11	$77.00
Assistant City Manager	$58.26	$67.00	$75.73
Public Works Director	$56.43	$64.89	$73.36
Public Utilities Director	$56.32	$64.77	$73.22
Planning and Development Director	$55.14	$63.41	$71.68
Director of Management, Budget and Procurement	$55.10	$63.37	$71.63
Economic Development Director	$54.96	$63.20	$71.45
Parks & Natural Resources Director	$54.05	$62.16	$70.27
City Engineer	$53.04	$61.00	$68.95
Human Resources Director	$51.50	$59.23	$66.95
Community Affairs Coordinator	$42.77	$49.19	$55.60

(b) The City Manager or designee reserves the right to allow eligible employees to exceed the maximum wages of their respective range.

(c) Movement within an employee's assigned pay grade (minimum to maximum) will be predicated on the merit incentive program effective February 13, 2024.

Section 1.03 Safety Forces Pay Plan

(a) Police

SFI	**Min**	**Max**
Annual	determined as needed	
Hourly	determined as needed	
APC	**Min**	**Max**
Annual	$146,958.74	$158,049.96
Hourly	$ 70.65	$ 75.99
Pay Grade	**Position**	
SF1	Police Captain (Non-Exempt)	
APC	Assistant Police Chief (Exempt)	

1) *Compensation*

   The pay scale outlined above will be reevaluated annually to determine appropriate adjustments to address compression issues that may exist as a result of wage movement of the bargaining unit positions.

2) *Advancement*

   Movement within an employee's assigned pay grade (step advancement) will be predicated on the merit incentive program effective February 13, 2024. Employees who receive an "achieves performance standards rating" will advance to the next step in the pay grade. When an employee reaches the maximum of their assigned pay grade, they will receive their merit pay in the form of a lump sum payment. The city manager or designee reserves the right to allow eligible employees to exceed the maximum wages of their respective range.

3) *Maximum accruals*

   If an employee enters into the management pay plan with more than the maximum accrual of any form of accrued leave allowed, the following will occur: 1. The employee will be paid out for any amount of leave over the maximum at the time of transfer or 2. The employee may keep their accruals with the understanding that any overage must be used/sold by the last day of the last pay period of the calendar year. Any overage remaining after this date will be forfeited.

4) *Initial Compensatory Time*

   Prior to entering the Management Pay Plan all compensatory time will be paid out according to the provision in the respective bargaining contract and the employee compensation time will be zero (0).

5) *Clothing Maintenance Allowance*

   The positions of Police Chief, Assistant Chief**,** and Police Captain shall receive an annual clothing maintenance allowance equal to that provided to FOP members in January of each year.

6) *Uniforms Allowance*

   The Management Pay Plan positions in the Police Department~~s~~ will receive replacement uniform items when determined by the Chief that replacement is necessary.

7) *Life Insurance*

   Life insurance will be provided as outlined in section 3.09.

(b) Fire

SF2	Min	Max	
Annual	determined as needed		
Hourly	determined as needed		
AFC	Min	Max	
Annual	$ 139,332.03	$ 149,847.65	
Hourly	$ 66.99	$ 72.04	
Pay Grade	Position		
SF2	Management Fire Captain (Non Exempt)*		
	**Incumbent will receive 5% out of class pay (based on base wage rate) when serving as Acting Chief.*		
AFC	Assistant Fire Chief (Exempt)		

1) *Fire Captain Provision*

Wages and associated benefits for the 40-hour/week Management Fire Captain are identical to those provided to equivalent bargaining unit position, except for life insurance, which is outlined in section 3.09. The position is considered overtime eligible. Additionally, the incumbent will receive 5% out-of-class pay (based on wage rate and does not include shift premium) when serving as Acting Chief.

2) *Compensation*

The pay scale outlined above will be reevaluated annually to determine appropriate adjustments to address compression issues that may exist as a result of wage movement of the bargaining unit positions.

3) *Advancement*

Movement within an employee's assigned pay grade (step advancement) will be predicated on the merit incentive program effective February 13, 2024. Employees who receive an "achieves performance standards rating" will advance to the next step in the pay grade. When an employee reaches the maximum of their assigned pay grade, they will receive their merit pay in the form of a lump sum payment. The city manager or designee reserves the right to allow eligible employees to exceed the maximum wages of their respective range.

4) *Maximum accruals*

If an employee enters into the management pay plan with more than the maximum accrual of any form of accrued leave allowed, the following will occur: 1. The employee will be paid out for any amount of leave over the maximum at the time of transfer or 2. The employee may keep their accruals with the understanding that any

overage must be used/sold by the last day of the last pay period of the calendar year. Any overage remaining after this date will be forfeited.

5) *Uniforms allowance*

The management pay plan positions in the Fire Department will receive replacement uniform items when determined by the Chief that replacement is necessary.

6) *Life insurance*

Life insurance will be provided as outlined in section 3.09.

(c) Paramedic Wages

The following pay schedule is to be effective May 24, 2021. Wages for the Paramedic and Paramedic Lieutenant positions are defined below. The associated benefits and application of the wage table is consistent with the IAFF bargaining unit positions.

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
PARA	10% below IAFF Contract annual rate for Firefighter/ Paramedic	10% below IAFF Contract annual rate for Firefighter/ Paramedic	10% below IAFF Contract annual rate for Firefighter/ Paramedic	10% below IAFF Contract annual rate for Firefighter/ Paramedic	10% below IAFF Contract annual rate for Firefighter/ Paramedic
PARALT	10% below IAFF Contract annual rate for Firefighter Lieutenant	10% below IAFF Contract annual rate for Firefighter Lieutenant	10% below IAFF Contract annual rate for Firefighter Lieutenant	N/A	N/A

Pay Grade PARA refers to employees hired for paramedic positions (Mobile Integrated Health Care Technician and Advanced Practice Specialist) and PARALT refers to employees hired for Paramedic Lieutenant in the Fire Department.

Section 1.04 Overtime Pay & Compensatory Time: Non-Exempt Employees

(a) Non-exempt employees are entitled to overtime pay or compensatory time off under the provisions of the Fair Labor Standard Act as described below:

1) Employees shall be compensated at straight-time rates for forty (40) hours in active pay status in any workweek. Hours in paid status in excess of forty (40) hours in any workweek shall be compensated at a rate of time and one-half. Payment in cash shall be made for any overtime due at the time of separation from City service.

2) In lieu of cash payment, the employee may request to be compensated for overtime by compensatory time off in accordance with the law. Such compensatory time off shall be equal to one and one-half (1.5) hours for each hour of overtime worked. All requests for use of compensatory time are subject to approval of the Department Director. Compensatory time shall be taken at a time mutually agreeable to the supervisor and the employee.

3) Employees can accumulate up to eighty (80) hours of compensatory time. When an employee has eighty (80) hours of accumulated compensatory time, all further overtime will be paid in cash.

4) Compensatory time cannot be converted to any other form of leave. Upon termination of employment or upon transfer/promotion to an exempt level position in this pay plan, a non-exempt employee shall be paid for unused compensatory time provided that the time was earned after April 14, 1986 at a rate of compensation not less than:

   a. The average regular rate (hourly rate) received by such employee during the last 3 years of the employee's employment, or

   b. The final regular rate (hourly rate) received by such employee, whichever is higher.

5) Compensatory time shall be documented in the appropriate payroll tracking system.

Section 1.05 Compensatory Time: Exempt Employees

(a) Employees exempt under the Fair Labor Standard Act shall not be entitled to overtime pay but shall be entitled to compensatory time as described below:

1) No existing compensatory time balances will be carried over from an outside position or when the employee transfers/promotes into an exempt position in this pay plan
2) Compensatory time shall be earned for approved work that exceeds eight (8) hours per day and such employees may receive said compensatory time at the rate of one (1) hour for each hour worked in excess of eight (8) hours per day.
3) The maximum accrual of compensatory time shall be eighty (80) hours.
4) Compensatory time must be used in minimum increments of one-half (1/2) hour and maximum increments of forty (40) hours per pay period.
5) At no time shall compensatory time be converted to any other form of leave or compensation. Upon termination of employment, an exempt employee is not entitled to payment for unused compensatory time.
6) Compensatory time shall be documented in the appropriate payroll tracking system.

Article II. ACCRUED TIME AND VARIOUS LEAVES

Section 2.01 Vacation

(a) The vacation year for employees shall end at close of business on the last pay period that ends in the month of December.

(b) Each full-time employee shall accrue vacation leave by pay period at the annual rate of work hours based on years of full-time total service which is established in the schedules contained in Section 3 of this article. Years of total full-time service is defined to be the total of all periods of employment for the City of Delaware. Any period of interruption of service due to resignation, layoff, disciplinary suspension, or discharge for cause, will not be included in the computation of total service. Time not in paid status, excepting military leave, shall also be excluded in computing total service. In computing years of service, the higher rate of accrual will be on the pay period in which a year of service is completed. The City Manager may authorize exceptions to this policy where deemed necessary and appropriate.

(c) The following vacation accrual schedules are established:

Years of Total Service	Vacation Hrs./Year	Vacation Hrs./Pay
5 years or less	80.6	3.1
Start of 5 but less than 10 years	119.6	4.6
Start of 10 but less than 15 years	161.20	6.2
Start of 15 plus years	200.2	7.7

(d) Any vacation balance in excess of the maximum accrual shall become void as of the close of business on the last day of the pay period that ends in the month of December.

Years of Total Service	Maximum Accrual of Vacation Hours
5 years or less	241.8
Start of 5 but less than 10 years	358.8
Start of 10 but less than 15 years	483.6
Start of 15 plus years	600.6

(e) Eligibility

1) To be eligible for biweekly (pay period) vacation accumulation, an employee must be in paid status for a minimum of 72 hours within that pay period; except that when an employee is required to report for work and does so report and is denied work because of circumstances beyond their control, absence from work for the balance of that day shall not be construed as unpaid work status.
2) An employee in full-time status who is to be separated from City service through discharge, resignation, retirement or layoff, and who has unused vacation leave to their credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting a vacation leave after his last day of active service with the City. Such payment shall be paid at the employee's hourly rate of pay at time of separation.
3) When a member dies while in paid status in the City service, any unused vacation leave to their credit shall be paid in a lump sum to the surviving spouse, or such other person the employee may have designated in writing.
4) Requests for vacation are to be submitted and approved, in advance of the intended use, by employee's supervisor or Department Director.
5) To be eligible to transfer years of service for determination of vacation benefits to the City of Delaware from prior employment **inside the state of Ohio:**
    a. Employees will only be eligible to transfer years of service from a public agency as defined by State law.
    b. The amount of years of service that can be transferred is unlimited.
    c. Prior employment must be in full-time status
6) Employees are responsible for providing the city with documentation of prior public service within sixty (60) calendar days from their date of hire to be considered for determination of vacation benefits.
7) To be eligible to transfer years of service for determination of vacation benefits to the City of Delaware from prior employment **outside the State of Ohio:**
    a. Employees will only be eligible to transfer years of service from their immediate previous employer.
    b. Said previous employer must be a public agency.
    c. Employment with the City of Delaware must take place within twelve months of termination from their immediate previous employer.
    d. The maximum amount of years of service that can be transferred is five (5) years.
    e. Present employees are not eligible.
    f. Prior employment must be in full-time status.
    g. Employees are responsible for providing the city with documentation of prior public service within sixty (60) calendar days from their date of hire to be considered for determination of vacation benefits.

8) An employee may elect to trade three (3) weeks of vacation time, or the equivalent of vacation time earned in one year, whichever is greater, for equivalent pay during the calendar year. Conversion of vacation time may occur for pay periods ending in the months of January, June, or December of each year. For 2025, these dates are as follows:

Pay period ending	**Pay date**
January 3, 2026	January 9, 2026
January 17, 2026	January 23, 2026
June 6, 2026	June 12, 2026
June 20, 2026	June 26, 2026
December 5, 2026	December 11, 2026
December 19, 2026	December 25, 2026

An employee must inform the Department Director prior to August 1 of the year preceding the calendar year in which he intends to make the trade and must maintain at least forty (40) hours of vacation time in the employee's account after said trade takes place. Exceptions may be granted by the authority of the City Manager.

Section 2.02 Sick Leave

(a) Each city employee shall be entitled to sick leave with pay for four and six-tenths (4.6) hours of each completed (80) hours of service. An employee may use sick leave, upon approval of his or her Department Director, for absence due to personal illness, pregnancy, injury, or exposure to contagious disease which could be communicated to other employees, and for illness or injury of the employee's spouse, dependent children, stepchildren or parent. It is the option of a supervisor, with cause, to require return to work documentation from the employee.

(b) To be eligible for sick leave incentive, an employee must be on the first payroll of the calendar year and remain employed through the last payroll period of the calendar year. Sick leave incentive is awarded the first pay in February following the completed calendar year.

i) If an employee used 0 hours of sick leave in any one calendar year, that employee shall be credited with an additional three (3) vacation days the following year.

ii) If an employee uses between one (1) and eight (8) hours of sick leave in any one calendar year that employee shall be credited with an additional two (2) vacation days, the following year.

iii) If an employee uses between nine (9) and sixteen (16) hours of sick leave in any one calendar year that member shall be credited with one (1) additional vacation day the following year.

iv) At the employee's option, any additional vacation days earned can be converted to pay for pay periods ending in the months of January, June, or December of the year the additional vacation is earned. For **2026**, these dates are as follows:

Pay period ending	**Pay date**
January 3, 2026	January 9, 2026
January 17, 2026	January 23, 2026
June 6, 2026	June 12, 2026
June 20, 2026	June 26, 2026
December 5, 2026	December 11, 2026
December 19, 2026	December 25, 2026

(c) To be eligible to transfer sick leave to the City of Delaware from prior employment <u>inside the state of Ohio</u>:

1) Employees will only be eligible to transfer sick leave from a public agency as defined by the State of Ohio.
2) Employment with the City of Delaware must take place within ten (10) years of termination from their previous employer.
3) The maximum amount of sick leave hours that be transferred is unlimited as long as it is accrued at a rate of no greater than 15 days per year.

(d) To be eligible to transfer sick leave of the City of Delaware from prior employment <u>outside the state of Ohio</u>:

1) Employees will only be eligible to transfer sick leave from their immediate previous employer.
2) Said previous employer must be a public agency.
3) Employment with the City of Delaware must take place within twelve (12) months of termination from their immediate previous employer.
4) The maximum amount of sick leave hours that can be transferred is six hundred (600).
5) Any sick leave time so transferred shall have been accumulated at the rate of one and one-fourth days per month of employment.
6) Present employees are not eligible.

(e) Any City employee who has accumulated at least 100 days of sick leave credit may convert any excess thereof up to fifteen (15) days per year of sick leave to vacation leave on the basis two (2) sick leave days for one (1) day vacation leave. Such annual conversion, if made, shall occur in December for the year of conversion.

(f) Any employee separated from City service for other than just cause shall be paid for all accumulated and unused sick leave on the basis of one (1) hour of pay for every two (2) hours of unused sick leave. Total sick leave pay out cannot exceed sixteen (16) weeks pay (640 hours).

(g) For Employees Hired After November 1, 2013:

1) Each member hired by the City of Delaware after November 1, 2013 may transfer accrued sick leave hours from previous employment with any public agency. Such sick leave hours will not be eligible for conversion or payment upon separation pursuant to section 5. In addition, sick leave usage by members who transfer in sick leave hours will first be charged to sick leave hours accumulated while employed by the City of Delaware. Members will only be eligible to utilize hours transferred in from prior public employment when they have no balance of sick leave available from sick leave accrued while employed by the City of Delaware.

Section 2.03 Holiday and Personal Days

(a) The following are designated as paid holidays for covered employees:

New Year's Day, January 1	Little Brown Jug Day, ½ day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Juneteenth, June 19	Day before Christmas, ½ day
Independence Day, July 4	Christmas Day, December 25
Labor Day	

(b) If one of the holidays set forth above occurs while an employee is on vacation leave, such day shall not be charged against his/her vacation leave.

(c) In the event that the Federal Government designates a specific day for any of the aforesaid holidays, then such holiday shall be observed by the City in accordance with such federal designation. When any such holiday falls on a Saturday it shall be observed on the Friday immediately preceding, and when any such holiday falls on a Sunday, it shall be observed on the Monday immediately following, provided that the employee works their last regularly scheduled work day preceding the following the holiday.

(d) Employees who work a non-traditional workweek and their work schedule includes both the observed holiday and actual holiday will only receive holiday pay on the observed date of the holiday.

(e) For each of the holidays specified in Section 1 of this article on which a FLSA non-exempt employee works, they shall be entitled to holiday compensation equal to double the employee's regular rate of pay, except that the employee shall be entitled to holiday compensation at two and one-half times the employee's regular rate of pay if they work on any of the following holidays: New Year's Day, Memorial Day, Independent Day, Labor Day, Thanksgiving Day, Christmas Day. Only eight (8) hours per day will be used when computing the holiday rate. Compensation for holidays may be in the form of cash or compensatory time off.

(f) Employees shall be credited 32 hours of personal leave a year, except for new hires who shall receive a prorated amount based on hire date. Use of holiday compensatory time or personal days shall be at the employee's discretion with the approval of the employee's supervisor or Department Director. Any employee separated from City service for other than just cause shall be paid for all accumulated and unused personal leave.

(g) All employees will be permitted to accumulate three (3) years' worth of holiday compensatory time and personal leave. Once an employee accumulates the maximum allowable number of personal leave/holiday compensatory time then future personal leave/holiday compensatory time will be compensated for in cash, at the time they are earned. An employee may elect to cash in up to one year's worth of personal leave each year (32 hours) for pay periods ending in the months of January, June, or December each year. An employee must inform his or her Department Director prior to August 1 of the year preceding the calendar year in which they intend to make the trade. For 2025, the dates are as follows:

Pay period ending	Pay date
January 3, 2026	January 9, 2026
January 17, 2026	January 23, 2026
June 6, 2026	June 12, 2026
June 20, 2026	June 26, 2026
December 5, 2026	December 11, 2026
December 19, 2026	December 25, 2026

(h) In the event that an office remains open on a designated paid holiday, all affected staff may take the corresponding time off for that holiday on another date, upon prior approval of their supervisor and/or department director.

Section 2.04 Funeral Leave

(a) Each covered employee shall be entitled to funeral leave with pay according to the following schedule:

1) One work day/shift is automatic for the day of the funeral, but additional time up to the maximum shall be given only with approval of the Department Director.
2) All leave time with approval of the Department Director.

(b) For the purposes of this section, "Immediate Family Member" means spouse, child, brother, sister, parents, step-child, step-brother, step-sister and step-parents, grandparents, grandchildren, sister-in-law, brother-in-law, and parents-in-law.

(c) For the purposes of this article, "Local Funeral" means a funeral in the City of Delaware or within fifty (50) miles thereof.

Leave for Death of:	Days/Hours of Leave	
	Local Funeral	Other Funeral
Immediate Family Member	1 – 3 Days	1 – 5 Days
Other Relative	May Use Up to One Scheduled Work Day of Accrued Leave	May Use Between 1 – 3 Scheduled Work Days of Accrued Leave

Section 2.05 Special Leave

(a) In addition to other leaves authorized herein, the City Manager may authorize a special leave of absence, with or without pay, for purposes beneficial to the employee and/or the City.

(b) For exempt employees who are absent, if the absence cannot be covered or paid through appropriate leave time, said employees shall be subject to a reduction in pay, unless the absence is less than one workday.

Section 2.06 Jury Duty Leave

(a) An employee, while serving on a jury in any court of record in Delaware County, or any adjoining county, will be paid his regular salary for each of his workdays during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. All jury fees received from the court of record shall be assigned to the City of Delaware.

(b) When an employee has been released from Jury Duty they shall report back to work if more than two (2) hours are left in the workday.

Section 2.07 Court Leave

(a) Time off with pay shall be allowed employees who are subpoenaed to attend any court of record in Delaware County, Delaware, Ohio or any adjoining county, as a witness in civil matters, as they pertain to City matters. All witness fees shall be assigned to the City of Delaware.

Section 2.08 Injury Leave

(a) All regular full-time City employees shall be entitled to injury leave with pay, less any Worker's Compensation weekly salary benefits which he/she may be awarded by the Ohio Industrial Commission (OIC), for a period not to exceed 30 consecutive working days for employees working a 40-hour workweek for each injury incurred in the performance of employment duties with the City, provided that the following procedures are followed:

1) In all cases of personal injury to any regular full-time City employee as a result of the performance of employment duties, the employee shall complete an accident/injury investigation form and in conjunction with his/her Department Director shall report such injury to the Department of Administrative Services immediately and ensure that a claim is filed with the BWC.
2) In the event that time off from work is required by the injured employee, they will be granted injury leave from the first day of injury if the proper documentation is submitted to the City of Delaware. This documentation will include, but not be limited to, a statement from the employee's physician, an Agreement covering Compensation Reimbursement, any necessary BWC forms ,and other documents as may be required by the City. In the event that the BWC determines that the injury is NOT employment-related, any time the employee is, or has been, absent from work shall be deducted first from any accrued sick leave, then accrued vacation, or accrued compensatory time off, other than compensatory time for overtime worked.
3) During the period of time an injured employee is being paid under this policy, all normal benefits given to regular full-time City employees shall remain in force with no deductions to earned sick leave and/or vacation time.
4) In all cases where more than 30 consecutive working days are needed for injury leave for employees working a 40-hour workweek, the City Manager may extend such leave if such necessity is determined to his/her satisfaction. Each employee requesting such an extension under this policy may be required to furnish a current affidavit from a licensed physician setting forth the need for the extension.

Article III. Insurance

Section 3.01 Medical/Hospital Insurance Coverages

The City shall make health care benefits coverages available to employees under the City's health care plan. All benefit payments, annual deductibles, and out-of-pocket expenses shall be as defined by the City's health care plan. Proposed changes to the City's health care plan will be presented to the health insurance committee for review and discussion prior to implementation. The City will utilize its best efforts to ensure that medical/hospital insurance coverage is provided on a uniform basis to all City employees.

Section 3.02 Cost Sharing

Employees shall pay, by wage withholding, fifteen percent (15%) for family and single premium coverage. Contributions will be deducted from the employees' gross income prior to taxes, subject to compliance with all applicable tax regulations. Annually, the monthly COBRA rate to be utilized by the City will be established. Subsequent annual changes to the calculated COBRA rate will be applied to the monthly employee contributions. The employees' contribution shall be paid through a section 125 plan by which the contributions are treated as pre-tax income.

Section 3.03 Opt-Out / Opt-Down Waiver Of Coverage

Employees who opt out of the City's health care plan will be compensated as follows. All payments made under this provision will be included as other pay on the employee's paycheck. This income will be subject to OPERS regulations and all applicable taxes.

(a) Opt-out (no medical/prescription coverage) = $100 per month
   a. *Families who have both spouses employed full time by the city will not be eligible to opt out of the plan. One spouse will carry the full cost of the plan.*

(b) Opt-down (from family to single medical/prescription coverage) = $50 per month
   a. *An employee who "opts-down" must remain eligible for family coverage*

Section 3.04 Prescription Coverage

The City will provide prescription coverage for eligible employees under the City's health care plan. Employees may not elect to have prescription-only coverage; enrollment in the City's health care plan is required.

Section 3.05 Dental Coverage

The City will provide dental coverage for eligible employees under the City's health care plan.

Section 3.06 Vision Coverage

The City will provide vision coverage for eligible employees under the City's health care plan. The City will contribute $6.00 per month on behalf of the employee. The employee will be responsible for the balance of the monthly cost of the coverage selected.

Section 3.07 Flexible Spending

The City may make available the option to enroll in flexible spending. Contributions will be subject to IRS code 125 regulations and annual maximum contribution amounts.

Section 3.08 Alternate Coverage

Notwithstanding the provisions in section 3.01 above, which provides for health care coverage, the City may offer alternative health care coverage programs. The City shall determine the terms and conditions of such alternative programs. The cost and/or terms and conditions of said programs shall be at the discretion of the City and may be subject to change. Employees may enroll or withdraw from said program during open enrollment or due to a qualifying change and shall be entitled to the benefits described in section 3.01.

Section 3.09 Life Insurance

The city will provide the following amount of life insurance, effective January 1, 2023:

i. Department Directors: $100,000
ii. Management Employees: $50,000
iii. Police Captain: $100,000[2]
iv. Fire Captain: $100,000

The city will provide the following amount of life insurance, effective July 1, 2024:

v. Assistant Police Chief: $100,000
vi. Assistant Fire Chief: $100,000

[2] Effective 7/1/2025.

Article IV. Other Compensation

Section 4.01 Longevity Compensation

(a) Employees shall receive, in addition to other pay called for herein, Longevity Compensation based on completed years of total service according to the following table:

After five (5) years of continuous service	$600 /year
After ten (10) years of continuous service	$800 /year
After fifteen (15) years of continuous service	$1,000 /year
After twenty (20) years of continuous service	$1,200 /year

1) Longevity compensation shall be paid, in accordance with the above schedule, in two (2) separate lump sum payments during the first pay periods in June and December of each year.
2) Upon termination of service for any reason, employees who are eligible for longevity pay under this section (or in the event of death, the surviving spouse or estate) will be paid, as part of their terminal pay, the final partial year of longevity compensation, prorated to the name of months completed during said partial year since the employee's last payment date.
3) For the purpose of this section, continuous years of service shall include approved military leave.
4) Employees who are hired into a full-time position from a part-time position will have their part-time service counted as continuous, provided there was no break in service between the part-time and full-time employment.

Section 4.02 Automobile Expense Reimbursement

(a) Employees shall receive reimbursement for business use of their personal vehicle.
(b) Mileage reimbursement is permissible only for business-related travel outside of Delaware City limits.
(c) Reimbursement will be in accordance with the Internal Revenue Service (IRS) regulations for non-taxable reimbursements and shall be at the IRS per mile reimbursement rate in effect when the business use miles were incurred.
(d) Department Directors employed by the City prior to January 1, 1999 who had received a monthly automobile allowance will only be reimbursed for business use of their personal vehicle for travel outside the City limits.

Section 4.03 Call-In Pay & Emergency Stipend

(a) Both exempt and nonexempt employees shall be eligible for "on call" compensation for weekly periods when assigned the responsibility of direct Parks, Public Works, or Utility personnel in response to service requests during non-scheduled work periods. Employees assigned to this "on call" status shall serve in this posture for weekly time periods as authorized by the respective Department Director. Said employees shall be responsible for responding to after-hour service requests. Employees assigned to an "on-call" status shall be compensated at a weekly rate of $100.00. On-call compensation shall be paid in addition to regular and overtime wages earned during the pay period. On-call assignments will be posted in June and December of each year for the following six-month period. Changes to the schedule must be made in advance with the approval of the Department Director.

(b) Exempt employees, who are ineligible for overtime compensation under the Fair Labor Standards Act, may be authorized emergency pay for performing work outside of their primary classification during non-work hours due to staffing or other emergency circumstances (i.e., snow removal operations) within their department or another department (29 CFR 541.604). Before an exempt employee performs such work, the employee must receive prior written authorization from their immediate supervisor or director and human resources. Exempt employees shall be paid an hourly stipend within the range of the assigned pay grade or the job classification that encompasses the supplemental work or a pay rate approved by human resources for hours spent performing work outside of their primary classification during non-work hours.

Section 4.04 Tuition Reimbursement

(a) All full-time employees with one or more years of continuous active service shall be eligible for a reimbursement of instructional fees for undergraduate or graduate courses towards a degree or certification, pre-approved by the city and voluntarily undertaken by the employee. The tuition reimbursement program shall be subject to the following conditions:

1) All courses must be taken during other than scheduled working hours. Any situation that, in the discretion of the Department Director, would require an employee's presence on the job shall take complete and final precedence over any time scheduled for courses. All courses are subject to approval by the Department Director and/or City Manager. There must be a direct correlation between the employee's duties and responsibilities and the courses taken or the degree program pursued. The City Manager, or his designee, has the sole and final discretion to approve or disapprove tuition reimbursement requests.

2) Any financial assistance from any government or private agency available to the employee, whether applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement the employee is eligible for under this section. If an employee's tuition is fully covered by another governmental or private agency, then the employee is not entitled to any payment from the city.

3) Employees seeking authorization of a tuition reimbursement must first submit to the Department Director for review, prior to September 30 of the year preceding when the classes are to be taken, all necessary information pertaining to the proposed course degree to be pursued, the educational institution and the employee's best estimate of course costs, dates and times. Employees will be eligible for tuition reimbursement for properly approved and completed coursework up to $3,500 for calendar year (January 1 to December 31). Pre-approval is subject to available appropriations. The employee will be responsible for any tuition in excess of the above-mentioned amounts. An application for tuition reimbursement must be completed by the employee prior to enrolling in the classwork for which reimbursement is requested.

4) Courses must be taken at accredited colleges, universities, technical and business institutes or at their established extension centers and these must be first approved by the city. Seminars, conferences, and workshops are not included.

5) Reimbursement for tuition will be made when the employee satisfactorily completes (attains at least a grade of "C" or its equivalent for undergraduate work and a grade of at least "B" or its equivalent and a receipt of payment or a copy of the unpaid bill from the institution confirming completion of the approved course.

6) No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course, except the cost of tuition fees outlined above.

7) Any employee participating in the tuition reimbursement program who resigns (except resignation due to disability), retires (except retirement due to disability), or is discharged for cause must repay the tuition reimbursement paid by the city for courses completed less than two years prior to the date of termination or discharge. If necessary, the amount will be deducted from the employee's terminal leave pay or final paycheck.

Section 4.05 TOOL STIPEND

(a) Employees required to supply and maintain tools as part of their job will be provided an annual stipend of $1,000, payable in two $500 installments, the first pay of January and July as reimbursement for the use of their tools. Employees who separate employment prior to the conclusion of their probationary period will be responsible for paying the stipend back to the city. This would be deducted from the employee's final paycheck.

Section 4.06 Clothing & Personal Protective Equipment Purchase Credit

(a) Upon initial hire, a newly hired employee will be provided with two (2) city-branded clothing items.

1) Employees will be provided with one (1) city-branded clothing item annually.

2) Employees who regularly interact with the public may be allotted additional items based on department budget availability.

3) The style and type of items shall be determined by the department, utilizing an approved vendor.

4) The cost per item shall not exceed fifty ($50.00) dollars.

(b) Personal protective equipment required for the employee's position (ex: steel-toed boots, hard hat, safety vest, rain gear, rubber boots and work gloves etc.) will be provided, where necessary and prudent to ensure the employee's safety in the performance of their essential functions.

1) The cost of which shall not exceed the annual stipend permitted by labor agreement for similarly situated employees.

2) This provision is specific to management positions that are required to be in the field regularly.

Section 4.07 ONE-TIME PAY ADJUSTMENT POLICY

(a) In recognition of exceptional circumstances, a one-time pay adjustment may be authorized for an employee as permitted by the City Manager. This adjustment is discretionary and is not intended to be a permanent increase to an employee's base salary but rather a one-time payment for a specific reason, as outlined below:

1. Recruitment and retention: to address difficulties in attracting or retaining qualified personnel for specific reasons.
2. Significant change in job responsibilities: where an employee's duties and responsibilities have been substantially expanded or altered without a corresponding pay grade adjustment.
3. Market adjustments: to bring compensation in line with wage rates for similar positions in the local labor market if this has changed significantly between market evaluation years.
4. Performance: in cases where exceptional performance has been demonstrated, warranting immediate recognition.
5. Other exceptional circumstances: as determined by the City Manager, including but not limited to critical skills gaps or urgent organizational needs.

(b) A formal request for a one-time pay adjustment must be submitted in writing by the department director to the City Manager. The request must include the reason for the adjustment, the amount proposed, and supporting documentation (e.g., job description changes, market comparison data or other relevant information).

(c) The City Manager, or designee, will review the request, evaluate for justification, and may consult with relevant stakeholders (e.g., human resources, finance) to determine the impact on the budget and overall compensation equity.

(d) The City Manager, or designee, will make the final determination on whether the one-time pay adjustment will be granted. The City Manager reserves the right to approve, modify, or deny the request based on budgetary considerations, equity, or other organizational priorities. Approval of a one-time pay adjustment is discretionary and shall not be construed as creating a precedent for future pay decisions, nor does it imply an ongoing entitlement to similar adjustments.

(e) The adjustment is a one-time payment and will not be added to an employee's base salary.

(f) The adjustment may impact eligibility for other merit-based pay increases.

Article V. Miscellaneous

Section 5.01 Personnel Files

(a) The official personnel files of all employees shall be maintained in the Department of Administrative Services (DAS). All employee personnel records shall include but not limited to, applications, performance evaluations, promotions, disciplinary actions and any other pertinent information pertaining to the job performance of the individual employee. Copies therein shall be available to the employee.

(b) DAS shall be responsible for the care and maintenance for all personnel files and records. Department Directors shall be responsible for promptly forwarding all pertinent personnel information and documentation to DAS. Employees may, during normal office hours, review their official personnel files.

Section 5.02 Parks and Recreation Credit

(a) The City shall provide each employee with a credit to be applied to a Jack Florance Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit shall be $60.00. Employees shall abide by the stipulations set forth by the managing organization both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. In addition, the City will provide to each member a 20% discount on all individual registrations for City recreation programs.

(b) Credits may not be used to purchase memberships or to secure rentals beyond the calendar year for which it is issued. Credits are non-transferable.