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ARTICLE 1

PURPOSE

This Agreement is made between the City of Dayton, Ohio, hereinafter referred to as "City" or "Management" and Ohio Council 8 Local No. 101, Dayton Public Service Union, American Federation of State, County and Municipal Employees, A.F.L.-C.I.O., hereinafter referred to as the "Union" for the purpose of providing a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, to receive a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences between the parties. This Agreement is intended to implement and is subject to the conditions of local ordinance unless otherwise superseded by State Law.

ARTICLE 2

MANAGEMENT'S RIGHTS

Management has the right and responsibility to:

1. Determine matters of inherent managerial policy which include, but are not limited to the areas of discretion or policy such as functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause or lay-off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the City as a governmental unit.

ARTICLE 3

COOPERATION

Management and the Union shall work together in the interest of maintaining and improving efficiency in all City operations, the conservation of materials, supplies, equipment, the improvement in quality of workmanship and service and the correction of conditions making for grievances and misunderstandings.

ARTICLE 4

NON-DISCRIMINATION

Section 1. Non-Discrimination

The parties hereto agree that neither Management nor the Union shall discriminate against an employee because of his/her membership or non-membership in the Union or his/her participation in activities prescribed herein.

Section 2. Non-Discrimination Pledge

The provisions of this Agreement shall be applied equally to all employees by Management and the Union without discrimination because of age, race, sex, color, creed, national origin, marital status, political affiliation, disability, or union membership.

Section 3. Cooperation

Management, the Union, and each employee covered herein will cooperate fully to comply with all applicable laws, charter and constitutional provisions, ordinances and the City's Affirmative Action Plan.

ARTICLE 5

RECOGNITION OF UNION

Section 1. Bargaining Rights

The Union is hereby recognized as the sole and exclusive bargaining agent for the bargaining units as herein defined.

Section 2. Units Defined

The bargaining units shall consist of all employees who have completed their initial probationary period with the City.

Section 3. "Employee" Defined

The term "employee" or "employees" as used in this Agreement shall refer to those persons included in the bargaining units. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated.

Section 4. Authorization and Fair-Share

All employees in the bargaining units defined herein who, one hundred and eighty (180) days from the date of hire are not members in good standing of the Union, are required to pay the Union a Fair-Share fee as a condition of employment and as permitted by the provisions of Section 4117.09 (C) of the Ohio Revised Code. The deduction of the Fair-Share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The Fair-Share fee amount shall be certified to the City by the Secretary Treasurer of the Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this Agreement. The Union will indemnify, save, and hold the City and its agents and employees harmless from any action growing out of deductions hereunder and commenced by an employee or anyone else against the City or the City and the Union jointly.

The Union agrees to establish a Fair-Share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal law. In addition, the Union will provide the City's designated representative for collective bargaining with a copy of the Union's Fair-Share fee procedure.

The City will deduct from the wages the regular monthly Union dues of members and the Fair-Share fees of non-members. Deductions shall be made from the weekly or bi-weekly pay of all employees. In the event an employee's pay is insufficient for the deduction, the City will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to the proper officers of the Union no later than fifteen (15) days following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

The City shall provide with each deduction of dues and Fair-Share fee deductions, the following information:

- A. Alphabetical list of Union members from whom deductions were made, the name, address, social security number of each member and the amount deducted;
- B. Alphabetical list of Fair-Share fee employees from whom deductions were made, the name, address, social security number of each employee and the amount deducted;
- C. The name of each Union member and Fair-Share fee employee whose name has been dropped from the prior checkoff list and the reason for the omission.

ARTICLE 6

SUBJECTS FOR BARGAINING

The Union has sole and exclusive bargaining rights under this Agreement on all matters pertaining to wages, hours, or terms and other conditions of employment.

ARTICLE 7

UNION BUSINESS

Section 1. Stewards

The Union may select one (1) Steward per shift for each twenty-five (25) employees or fraction thereof in each division. The division in which they work shall be their area of permissible activity. The Stewards' names and divisions will be furnished to the Employee Relations Division by the Union. This list shall be kept current by the Union at all times. Time away from the job for Union business will not be granted unless an employee is on the list of Stewards.

Stewards involved will be permitted reasonable time to investigate and process grievances. The aggrieved employee may request a Steward, and the Steward requested must inform supervision of the grievant's name and location.

Union business, other than that stated above, shall not be conducted by Union Stewards on City time, nor shall it, in fact, interfere with the work assignment of the Steward involved or the City work assignment of other employees.

Section 2. Chief Stewards

The City of Dayton Blue Collar unit may select one (1) Chief Steward for each one hundred (100) employees or fraction thereof in addition to the other Stewards for each division. Chief Stewards will have the same privileges as Steward with the added responsibilities for Stewards assigned in a specific area.

The Clerical Chapter unit may select a maximum of one (1) Chief Steward for each separate physical location (i.e., Municipal Building, Safety Building) employing fifty (50) or more permanent City employees covered herein, in addition to Stewards selected in accordance with Section 1 above. Chief Stewards shall have the same privileges accorded to a Steward or Staff Representative by this Agreement, when it is known that both a Steward and Staff Representative will be absent or unavailable.

Section 3. Staff Representative

The Staff Representative is an individual employed by the Union. A Staff Representative may consult with employees in the assembly area before the start of and at the completion of the day's work and he/she shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes and for the purpose of carrying into effect the provisions and aims of the Agreement. The Staff Representative shall report his/her presence in the area to the Division Manager. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with.

Section 4. Chapter Chairperson or Vice-Chairperson

The Chapter Chairperson or Vice-Chairperson of the Union shall have the same privileges accorded to a Steward or Staff Representative by this Agreement, when it is known that either a Steward or Staff Representative will be absent or unavailable. The Chapter Chairperson or Vice-Chairpersons shall be permitted time off with pay for up to twenty-four (24) hours per calendar year to attend regular and/or special meetings of the Local or Chapter. Any authorized but unused Union leave hours may be used under the aggregate leave contained in Section 8.

Section 5. Authorization

It is understood that the privileges listed above do not authorize Union officials to be absent from their jobs without authorization granted pursuant to the terms of this article.

Section 6. Employment Information

Management shall provide to the Union, a list of new appointments of employees eligible for the bargaining unit along with their addresses, class titles, department and divisions to which the new employees are assigned on a monthly basis. When and where technology permits, and by mutual consent, this may be transmitted by computer disk.

Section 7. Areas of Activity of the Union President

The Union President, if employed by the City of Dayton, shall have available to him/her, the use of a private office, telephone, desk and file cabinet so that they can function effectively. Whenever problems arise with regard to the interpretation and administration of the Agreement between the Union and the City, and such problems are at the division level or higher, the Union President shall be contacted to participate in the resolution of such problems or difficulties.

When a problem arises at the division level or higher, it is the responsibility of the division head, or higher authority, to contact the Employee Relations Division. The Employee Relations Manager shall immediately contact the Union President, and his/her work supervisor to provide for the president's participation in the resolution of said problem. The Union President shall be released from his/her regular job or employment to participate in meetings and discussions with regard to the aforementioned problem areas. Such problems shall not include those regularly handled through the grievance procedure.

In addition, the Union President or Vice-President shall have twenty-five (25) days of leave, with regular pay, each year to attend Union functions such as conventions, educational meetings, or other high-level Union business, subject to the same scheduling and notification procedures as contained in Section 8. Any authorized but unused Union leave credits may be carried over from an odd to an even numbered calendar year.

Section 8. Paid Leave for Union Activity

The President or Chapter Chairpersons shall have twenty-three (23) work days of paid leave per calendar year for the purpose of attending Union functions such as conventions, educational meetings or conferences.

In addition to the above, the City shall grant the Union an aggregate total of thirty (30) work days of paid leave per calendar year to be divided among the Union member or members employed by the City and designated by the Union for the purpose of attending Union functions such as conventions, educational meetings or conferences.

Subject to approval by Management based upon operational requirements, the Union may utilize the aforementioned paid leave provisions by notifying the Employee Relations Division no less than seven (7) calendar days prior to commencement of said leave, and provided no more than two (2) employees from any one (1) section are designated by the Union for said leave at any given time unless otherwise agreed to in writing between the City and the Union. Any authorized but unused Union leave credits may be carried over from an odd to an even numbered calendar year.

Section 9. Clerical Bargaining Committee

The bargaining committee of the clerical unit will consist of not more than eight (8) City employee representatives. Additional employee representatives may be released with the approval of their Department Director. The Union will furnish to the Employee Relations Division a written list of the Union's bargaining committee prior to the first bargaining meeting, and substitution changes thereto, if necessary.

Section 10. Employee Orientation

A representative of the Union will be present at orientation sessions conducted by the Department of Human Resources and will make a presentation. The parties will mutually agree upon the script to be used in advance of the presentation.

ARTICLE 8 WAGES

Section 1. Rates

The rates in the wage addendum will be computed as follows:

Effective Date

June 1, 2005 - 2% increase across the board for all steps and all classifications

June 1, 2006 - 0%

June 1, 2007 - Reopener

Wage rates for employees shall be as set forth in the Addenda attached hereto, and made apart hereof.

At least sixty (60) days prior to June 1, 2007, the parties will re-open the contract for the purpose of negotiating wage rates contained in Article 8, Section 1 of this Agreement. The re-opening of the Agreement for wage rates shall invoke the dispute settlement procedures set forth in O.R.C. Section 4117.14. The results of the negotiation process or any settlement reached between the parties will become effective June 1, 2007.

If Management accepts a negotiated wage offer, a fact-finder's award, a conciliator's award, or is compelled to pay by operation of law, a wage increase for the 2007 wage rates during the Fraternal Order of Police, the International Association of Firefighters, and/or the Building Trades Council successor contract negotiations that is greater than the wage rate negotiated with the Union, Management will provide this wage offer to the Union at the conclusion of the successor contract negotiations with the Fraternal Order of Police, the International Association of Firefighters and the Building Trades Council. The increased wage rate will become effective June 1, 2007.

Section 2. Other Compensation

On June 1, 2006, or the first pay period after June 1, 2006, in addition to the employee's base salary as provided for above, all employees in the bargaining unit shall receive a one-time lump sum payment equal to two (2%) percent of the employee's base annual wage as set forth in the wage addendum.

Section 3. Class Specifications

A copy of the City's classification and specification manual containing specifications with illustrative examples of work and qualification requirements is in the possession of the Union.

When a new job specification is established by the City or when permanent and substantial changes in an existing classification job content occur, the Union may grieve the rate of pay assigned to the class by presentation of a grievance at the third step. The City will mail/deliver the Union a copy of the class specification and rate of pay when a new classification is established or when an existing classification is changed. The Union will acknowledge receipt in writing if requested.

When job specifications in the manual refer to performing other similar or less skilled work, it shall be understood to refer to temporary or incidental duties, which are not of a recurring nature. This provision is intended to include all of the numerous duties which cannot reasonably be enumerated in the class specification of employees who do not perform their regular duties because of inclement weather or because temporarily there is not sufficient regular work.

Section 4. Plus Rating

The purpose of plus rating is to afford Management a method of meeting the requirements of production, such as, but not necessarily limited to, the loss of productivity due to the temporary absence of an employee. The plus rating of an employee into a temporarily vacant position shall not be approved for a period in excess of the temporary absence. An employee shall not be paid the plus rate while on paid leave. If a vacancy exists as the result of an employee's termination, transfer or promotion, a prompt determination by the department or division head must be made whether there is need to fill that position. The parties understand that the City Manager is the final authority on approval of requisitions. If such need for a permanent replacement exists, the position will be filled as soon as possible in accordance with Civil Service Rules and Regulations. If the determination is made not to fill the position, such decision shall not constitute a waiver of the City's ability to plus rate on a temporary basis.

Employees required to work and substantially perform the job duties in a higher job classification on a temporary basis will be paid at the higher rate in accordance with Personnel Policy 4.01 at any time they are required to work and substantially perform the job duties in the higher classification for more than two hours in a work day, except those duties incidental to the duties set forth in the description of duties of his/her regular classification. Supervisors will not assign work requiring the performance

of other job duties in a higher classification on a regular basis for periods of less than two (2) hours for the purpose of avoiding payment of plus rate. Employees not qualified for plus rating in accordance with Personnel Policy 4.01 may be assigned to a higher classification without plus rating for purpose of training. Such training shall not be for more than eighty (80) hours. Training programs in excess of eighty (80) hours shall be mutually agreed upon.

Effective August 1, 1999, after employees complete the eighty (80) hours of training, the City must send a copy of the training certification to Civil Service, Human Resource Department and the employee.

Section 5. Standby Pay

Employees will be paid for their continuous availability during weekends in the event they are needed for emergency maintenance or repair work.

- A. Employees on standby **will be compensated** for **each** twenty-four (24) hour period **in** four (4) **six (6)** hour **blocks of time**. **Each employee on standby will be paid one (1) hour of straight time pay for each six (6) hour block of time on standby.**
- B. An employee who is called to work having been on standby shall be paid time and one-half for all hours worked. **An employee who is called to work while on standby will not receive standby pay for the six (6) hour block of time that the employee was called into work, but the employee will receive payment for all other time spent on standby in accordance with A above.**
- C. Determination of need for "standby" shall be made by supervisory personnel. **Supervisory personnel in each division will establish the appropriate six (6) hour periods, and post the list of time blocks.**

Section 6. Shift Differential

- A. A differential in pay will be accorded to employees who are assigned to work on an entire second or third shift on a work day.
- B. The amount of shift differential shall be thirty-five cents (\$. 35) per hour for all hours worked up to forty (40) hours for employees on the second shift and forty-five cents (\$.45) per hour for employees on the third shift.
- C. The differential will be paid for time worked at night by employees regularly assigned days if they meet the conditions outlined in Paragraph A above.
- D. For the purposes of vacation, holiday with pay, sick leave, injury leave, funeral leave, and short-term military leave, shift differential is considered as regular pay.

E. The shift differential will not be treated as part of the basic rate for computation of overtime.

Section 7. Promotional Rate

An employee promoted to a higher paid job classification will be advanced not less than one (1) step increase as computed from the former pay grade, nor more than a two (2) step advancement computed on the new pay grade, whichever is less. The promoted employee shall progress through the steps of the new pay grade as prescribed in the addendum. Wage rates for employees shall be as set forth in the Addenda attached hereto and made apart hereof.

ARTICLE 9 HOURS OF WORK AND OVERTIME

Section 1. Schedule of Hours

The normal schedule of hours shall consist of eight (8) consecutive hours per day, five (5) consecutive days per week, Monday through Friday, during the period starting 12:01 a.m., Monday to midnight Sunday, except where there is a continuous twenty-four hour per day operation or where there is a continuous seven (7) days a week operation made necessary because of the nature of the work.

A normal schedule of hours consisting of ten (10) consecutive hours per day, four (4) consecutive days per week, may be implemented as to certain employees after consultation and with the approval of the Union and subject to periodic evaluation at intervals of six (6) months by Management and the Union. Employees following a ten (10) hour work day schedule will be debited hour-for-hour (e.g. ten (10) hours for a normal workday) for time taken off for vacation leave, sick leave, personal leave and/or funeral leave.

The Dayton Convention Center and the Department of Parks, Recreation and Culture (applying to Golf & the Recreation Centers only) shall be deemed to be continuous twenty-four (24) hour/seven (7) days a week operations pursuant to this Agreement. Management will schedule its employees hours of work in those departments as needed; provided that, the employees normal schedule of hours shall consist of eight (8) consecutive hours per day, five consecutive days per week. The employees will be provided two (2) consecutive days off during the week.

The employees' work schedule will be based upon City wide seniority. An employee will be allowed to shift into a different work schedule twice in any calendar year, provided that a different work schedule is available within the affected job classification of the employee, and the alternate schedule is available within his/her division.

Management will provide an employee at least two (2) weeks written notice before shifting and/or altering his/her existing work schedule based on City wide seniority.

Section 2. Pay for Overtime

- A. Management will pay overtime at the rate of time and one-half for all hours worked over eight (8) on any one day or for all hours worked over forty (40) in any one work week except as provided in the next sentence. Management will pay overtime at the rate of time and one-half for all hours worked over ten (10) on any one day for all hours worked over forty (40) in any one work week for employees normally scheduled on a four (4) day forty (40) hour work week as provided in Section 1, except as provided in the following paragraph.

- B. When an employee is required by Management to receive training that was not required as a condition of employment, the cost of such training as well as expenses such as travel or lodging attendant thereto, shall be paid by the City. The employee shall continue to receive his/her normal hourly rate of pay at straight time for all hours during which training is conducted. In no event shall an employee receive overtime payment at the rate of time and one-half for time spent being trained, provided however, that training required for employees in the classification of Aircraft Rescue Firefighters and Airport Security Officers shall be considered to be a condition of employment. Such training for Airport Security Officers who are scheduled and who work for a number of hours in excess of the hours set forth in the preceding paragraph, shall be compensated at the rate of time and one-half. Such training for Aircraft Rescue Firefighters, who are scheduled and who work for a number of hours in excess of the hours set forth in Article 1 of the Aircraft Rescue Firefighter Supplemental Agreement attached hereto, shall be compensated at the overtime rate established in said Supplemental Agreement.

- C. The City shall pay overtime no later than the second pay day following the week in which overtime hours were worked.

Section 3. Call-In Pay

Call-in pay is payment for emergency work performed by an employee who has been recalled to work at a time disconnected with his/her normal work day. Work done in this manner shall be compensated in accordance with Personnel Policy 3.01, Hours of Work and Overtime Compensation with a minimum of three (3) hours pay (two (2) hours at a pay rate of time and one-half).

Section 4. Meal Allowance

The City will reimburse employees for a meal after ten (10) consecutive hours of work if scheduled for a minimum of twelve (12) consecutive hours. Thereafter, employees will receive a meal allowance at four (4) hour intervals. In case of call-in for emergency work, meals will be reimbursed after the fourth (4th) hour and at four (4) hour intervals thereafter. Meal allowance will not be paid for

an employee's regular lunch period. Whenever practicable and while on City time, employees shall be given a fifteen (15) minute period in accordance with scheduling requirements for the purpose of eating during each of the above periods. Reimbursement shall be at the rate of three dollars and twenty-five cents (\$3.25) per meal.

Section 5. Rest Period

An employee shall be granted two (2) rest periods per work day of fifteen (15) minutes each, one (1) in the first half of the employee's normal shift and another in the last half of the employee's normal shift, subject to the scheduling requirements of Management.

ARTICLE 10 HOLIDAYS

Section 1. Holidays

The following are holidays off with pay: New Year's Day, Martin Luther King Day (third Monday in January), Good Friday, Memorial Day (Last Monday in May), Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, and Employee's Birthday.

Section 2. Holiday Falls on Weekend

If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday. The Employee's Birthday will be considered as a regular holiday. For the purpose of this Agreement, the employees who work other than a normal schedule, their first day off shall be their Saturday and their second day off shall be their Sunday.

For employees working in a 24 hour/7 day a week operation, except for the Dayton Convention Center and the Department of Parks, Recreation and Culture (applying to Golf & the Recreation Centers only), Management may designate the day of the actual holiday, in lieu of the preceding Friday or following Monday, for holiday observance. If Management designates an alternate holiday observance schedule for a 24 hour/7 day a week operation, the entire affected division will work the alternate holiday observance. The Department of Human Resources will prepare an annual holiday listing for alternate holiday observance setting forth the appropriate day for holiday observance, and the Department of Human Resources will provide a copy of the holiday listing to each affected employee. The holiday observance list will be posted on or before January 1 of each calendar year. Once the holiday observance list is posted, it shall not be modified or changed during the calendar year.

Section 3. Day Before and Day After

In order for an employee to receive his/her regular pay for the holiday, he/she must work the entire shift of his/her regular scheduled day before and the entire shift of his/her regular scheduled day after a holiday. Employees on vacation, sick leave, injury leave or a leave of absence with pay shall be considered as working the entire shift of their regular schedule for pay purposes.

Section 4. Birthday Holiday

An employee shall be permitted to observe his/her Birthday Holiday on either the Monday or Friday of the week in which his/her Birthday falls, but in accordance with the scheduling requirements of his/her Division Manager. In the event scheduling requirements prevent this, the Division Manager shall schedule the Employee's Birthday Holiday for either a Monday or Friday nearest to the week in which his/her Birthday falls.

Section 5. Pay for Holidays

Employees who are not scheduled to work on a holiday designated herein shall be paid for eight (8) hours work at applicable straight time. Employees receiving night shift differential shall have their night shift differential included in their regular pay for purposes of holiday pay. Employees who work on either the actual holiday under Section 1 above or the observed holiday under Section 2 above, shall be paid eight (8) hours pay plus time and one-half for hours worked on either the actual or observed holiday, but not both. Employees who work on their actual Birthday and who observe it on either a Monday or Friday under Section 4 above, shall not be entitled to premium pay for work on their actual Birthday.

Section 6. Religious Observance

Employees may be granted leave with pay to attend religious observances with the recommendation of their division head and the approval of their department head. (Religious observances include those which require an employee's attendance at church, synagogue or other place of worship.) Leave should be limited to the actual hours necessary to attend services or observances, but in no event more than two (2) hours.

Section 7. Family/Personal Leave Day

An employee shall be granted sixteen (16) hours of family/personal leave per calendar year if continuously employed for at least six (6) months prior to taking such leave. The family/personal leave shall be taken by the employee by December 31st of the calendar year in which granted under this section at a time mutually agreed upon by the employee and his/her supervisor. The family/personal leave shall not be cumulative or converted to cash payment. All family/personal leave must be requested no less than twenty-four (24) hours prior to taking such leave. The Division Manager may waive the twenty-four (24) hour request notice. If a family/personal leave is denied, it

Section 4. Complete Month

An employee shall be credited with a complete month of service if he/she works or is on paid leave one-half (½) or more of his/her scheduled work days in any one (1) month. Vacation can be used the next day after it is accrued.

Section 5. Vacation Year

Vacation year for the purpose of accreditation shall be from January 1 to December 31. Each employee entitled to vacation will schedule at least one week (i.e., forty (40) hours) of vacation on consecutive days. The balance may be taken in units of not less than one (1) hour. Employees who have completed their initial probationary period are not required to use forty (40) vacation hourly credits before they may choose to request the use of eight (8) or more hourly vacation credits. Employees may take their vacation during the entire vacation year as defined above. An employee shall have the right to take vacation according to his/her City-wide seniority, but an employee shall not be forced to take more than one week's vacation in any six (6) month period.

Scheduling shall be the responsibility of the Division Manager and shall be consistent with an efficient work schedule. The Division Manager shall be responsible for ensuring the employee of verbal notice that vacation has been approved or denied and such notice shall be given within thirty (30) calendar days from the date when the employee's request card is submitted. In the event said notice is not received by an employee pursuant to the above, such vacation shall be considered approved. Any prescheduled and approved vacation shall not be denied.

Section 6. Non-Prescheduled Vacation

An employee requesting non-prescheduled vacation must submit his/her written request to supervision at least one (1) work day prior to commencement of such leave. This provision may be waived by the Division Manager.

Section 7. Transfer of Credits

If an employee is transferred to another division or department, any unused hourly vacation credits which he/she may have accumulated shall continue to be available for his/her use. In the case of death, resignation, termination, or lay-off of an employee, there shall be paid to him/her, widow/widower or other beneficiary as provided by statute, in addition to back pay then due, an amount that will compensate him/her for hourly vacation leave which has accrued in accordance with this article.

ARTICLE 12

SICK LEAVE

Section 1. Accrual

- A. All regular full-time employees shall accrue sick leave hourly credits at the rate of ten (10) credit hours per completed month of service, and any sick leave accrued, but not used or converted as hereinafter provided in any year, shall be cumulative in succeeding years to a maximum of one thousand one hundred twenty (1120) hourly credits as provided for in Section 8. Employees who are granted their leave of absence with pay for short-term military leave, sick leave or injury leave purposes only, shall continue to accrue sick leave hourly credits at the regularly prescribed rate during such absence, but such accrual shall not be available to employees until he/she returns from leave. Sick leave hourly credits will not accrue during periods of suspension or other types of leave without pay, except as provided above.
- B. An employee shall be credited with a complete month of service if he/she works or is on paid leave one half ($\frac{1}{2}$) or more of his/her scheduled work days in any one (1) month.

Section 2. Granting of Sick Leave

An employee eligible for sick leave shall be granted such leave with full normal pay when absent for the following reasons:

- A. Personal illness, pregnancy or physical incapacity.
- B. Illness of a member of an employee's immediate family requiring the employee's personal care and attendance, may be granted in accordance with Personnel Policies and Procedures, Section 5.01 and guidelines established therein. Additional sick leave time for those purposes may be granted upon written recommendation of the attending physician and upon approval of the Department Director.
- C. Enforced quarantine of the employee in accordance with community health regulations.
- D. Where injury leave has expired and the employee must be absent from work for an additional period.
- E. An employee who becomes ill after reporting to work shall report to his/her supervisor after which the employee may go home, to a physician or to a medical facility. The employee will be charged for the hours lost from work in units of not less than one (1) hourly credit.

Section 3. Reinstatement

An employee who is separated from City service because of non-occupational illness or injury may be reinstated at the same rate of pay received immediately prior to date of such illness or injury, upon approval or his/her application to return to work, if able to perform the available work, pursuant to the Civil Service Rules. Any increments in wages or other benefits shall be recognized for returning employees under this article.

Section 4. Employee's Responsibility

At least one-half (1/2) hour before the starting time of his/her shift, an employee going on sick leave shall report off by calling a designated person or alternate **on the first day of absence**. The call shall be made by the employee if possible. In the case of provable inability to make a phone call, such call shall be made as soon as possible thereafter.

Section 5. Fraction of a Day

- A. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in amounts of not less than one hour increments.
- B. Separate absences of a fraction of a day which total one day shall be counted as one (1) separate absence.

Section 6. Medical Certification

- A. Sick leave for any length of time may require a medical certification of illness or injury as may be requested by the Department and/or Division Manager or their designee, and/or the Employee Relations Division. Medical certification must be presented whenever sick leave is requested for more than three (3) consecutive work days.
- B. If a vacation or personal leave has been previously denied due to scheduling constraints and the employee calls in sick for that day, a medical certification is required to be presented by the employee to Management in order to be on paid sick leave.
- C. Employees returning from a service connected illness or injury, or a non-service connected injury, and who have utilized sick and/or other authorized leave, will be required to submit a medical certification of their ability to return to **restricted or** full duty.
- D. **If any employee is removed from their work location by emergency rescue personnel, and/or leaves work to seek emergency medical attention at an urgent care facility and/or an emergency room, said employee may not return to work without a medical certification from returning the employee to restricted or full duty.**

- E.** Management must ask for medical certification on the first day of illness if it is going to ask for it at all, except as already required by (A) above or by prior written notification of the employee.
- F.** The employee will use City form S-69-A except for members going to the V.A. Center in which case the City will accept the certificate from the V.A. Center.

Section 7. Reinstatement Credit

An employee who is laid off will, upon reinstatement to service, have any unused sick leave existing at the time of his/her layoff, placed to his/her credit.

Section 8. Conversion of Sick Leave Credits

In any one (1) year, sick leave hourly credits may be converted to not more than forty (40) vacation hourly credits, except where accumulation above one thousand (1,000) sick leave hourly credits forces conversion of credits in excess of one thousand (1,000) sick leave hourly credits to avoid the loss of those excessive hourly credits. Conversion shall be administrated as follows:

- A.** An employee who has more than two hundred forty (240) sick leave hourly credits may convert up to seventy-two (72) hours of those credits to vacation hourly credits on the basis of three (3) sick leave hourly credits for one (1) vacation hourly credit, provided a balance of two hundred forty (240) sick leave hourly credits remain.
- B.** If an employee has five hundred twenty-eight (528) or more sick leave hourly credits, he/she may convert up to one hundred twenty (120) hourly credits to vacation hourly credits on the basis of three (3) sick leave hourly credits for one (1) vacation hourly credit, provided a balance of four hundred eight (408) sick leave hourly credits remain. Scheduling of such conversion days off shall be subject to scheduling of the Division Manager and the efficient operation of the department.
- C.** If an employee has in excess of seven hundred twenty (720) sick leave hourly credits, he/she may convert up to eighty (80) sick leave hourly credits to vacation hourly credits on the basis of two (2) sick leave hourly credits for one (1) vacation hourly credit, provided a balance of seven hundred twenty (720) sick leave hourly credits remain. Scheduling of such days off shall be subject to the scheduling of the Division Manager and the efficient operation of the department.
- D.** Those employees having in excess of one thousand (1000) sick leave hourly credits must convert those credits in excess of one thousand (1000) hourly credits at a rate of two (2) hours of sick leave credits to one (1) hour of vacation leave or lose such credits, provided a balance of one thousand (1000) sick leave hourly credits remain. In no case will more than one thousand (1000) sick leave hourly credits, after conversion, be recognized. Scheduling of

such conversion days off shall be subject to the Division Managers and the efficient operation of the department. In no instance shall any employee be credited with more than one thousand one hundred twenty (1120) sick leave hourly credits.

- E. Conversions shall be made based upon the number of sick leave hourly credits earned as of January 1, of each year.
- F. Conversions shall be made during the first two (2) weeks of January of each year in order to facilitate vacation scheduling. An employee may convert at some other time during the year with the approval of the division head.
- G. Conversion privilege may be used provided that the total number of vacation days allowed by Personnel Policy 5.02, Vacation Leave, is not exceeded.
- H. Retirement means an employee is eligible by age and/or service requirements of the Public Employees Retirement System to receive a pension benefit at time of separation from City employment. At retirement, an employee who has from one (1) to one thousand one hundred twenty (1120) sick leave hourly credits may convert them to regular pay. This conversion shall be two (2) sick leave hourly credits for one (1) hour of regular pay.
- I. If an employee who would otherwise be eligible for retirement benefits dies while still employed, then the benefits under Paragraph "H" will be paid to the deceased employee's estate.
- J. Reconversion may be accomplished by memorandum attached to the employee's Absence and Overtime Record. Reconversion may not exceed the original sick leave to vacation conversion in any given year.

Section 9. Transfer Credit

Upon transfer from one division or department to another, unused sick leave hourly credits shall continue to be available for the transferred employee's use.

Section 10. False Claim

The City reserves the right to withhold benefit payments to any employee who is guilty of submitting a false claim or abuse of privileges covered in this article and may take disciplinary action including discharge.

ARTICLE 13

LEAVES OF ABSENCE

Section 1. Sick Leave Without Pay

Employees absent due to illness, pregnancy or injury shall, upon written request by the employee, be granted such leave by the Department Director after paid sick leave is expired. Such leave shall be extended or renewed up to a maximum of ninety (90) calendar days. **The ninety (90) calendar days will be used in thirty (30) calendar day increments.** Additional time may be granted with the approval of the City Manager. Upon return from such leave, the employee will be reinstated to his/her former position in accordance with Article 12, Section 3 or Article 14, Section 3. Management will notify the employee in writing of the date of expiration of sick leave without pay.

Family Medical Leave ("FMLA") will be allowed in accordance with federal law and existing Management policy, and employees will not need to use sick leave without pay in thirty (30) calendar day increments for FMLA qualifying leave.

Section 2. Leave Without Pay for Personal Reasons

Leave without pay for personal reasons (exclusive of illness or injury as provided for in Section 1 above) may be granted by Department Directors for periods not in excess of ninety (90) calendar days. **An employee requesting leave without pay for personal reasons must submit a written memorandum to the department explaining the length of the requested leave and the reasons for the leave. The written request should be submitted with as much advance notice as possible.**

Scheduling shall be the responsibility of the Division Manager and shall be consistent with an efficient work schedule. The Director shall be responsible for ensuring the employee receives written notice that leave without pay for personal reasons has been approved or denied and such notice shall be given within thirty (30) calendar days from the date when the employee's memorandum is submitted. In the event said notice is not received by an employee pursuant to the above, such leave without pay for personal reasons shall be considered approved. Any prescheduled and approved leave without pay for personal reasons shall not be denied.

Section 3. Reinstatement

Any increments in wages or other benefits shall be recognized for returning employees under this article applicable to the step occupied at commencement of leave.

ARTICLE 14

INJURY LEAVE

Section 1. Service Connected Injury

A. In the event of a job connected occupational illness or injury wherein the employee reports said injury by the end of the duty day following the occurrence, management shall immediately place the employee on injury leave upon the employee's submission of an injury leave request form (S-104), a completed injury investigation report, medical certification of the injury and need for leave, and signed medical releases for information pertaining to the injury. Where there is no negligence or violation of standard safety practices on the part of the employee, leave of absence may be granted by the City Manager according to the following schedule.

<u>Steps</u>	<u>First 5 Work Days at Full Pay</u>	<u>Subsequent Work Days at Full Pay</u>	<u>Subsequent Work Days at 2/3 Pay</u>
5	5	55	60
4	5	35	70
3	5	20	75
2	0	0	70
1	0	0	60

BENEFIT LEVEL

The amount of injury leave available to an employee for each injury leave usage is determined by what step an employee is in at the time of the injury leave usage. The employee in Step 1 or 2 may choose to use sick leave and/or vacation leave in lieu of leave without pay. An injury leave usage is a separate absence of injury leave.

STEP PROGRESSION

After one year in a step with no injury leave usage during that year, an employee is entitled to move to the next higher step. An employee progresses through the steps in this manner until attaining Step 5. An employee remains in Step 5 until an injury leave usage moves the employee as provided under step regression.

STEP REGRESSION

An employee who has an injury leave usage, leave shall move to the next lower step on his/her return to work date.

NEW EMPLOYEES

New bargaining unit employees are placed in step three (3) at the completion of their initial probationary period.

- B. Recommendations in reference to the extent of leave authorized shall be based upon the advice of the City Physician and/or other competent medical authority.
- C. If, during a ninety (90) calendar day period from the date of return to work from the initial injury leave absence, an employee suffers a relapse of an injury or requires follow-up medical treatment for the initial injury, such absences shall be considered part of the initial injury leave absence for determination of injury leave pay.
- D. One absence of less than one full shift per injury shall not count as an occurrence pursuant to Section 1 (A) of this article.
- E. An employee who is disabled due to a job-connected illness or injury and is required by a physician to be absent from work for five (5) consecutive work days or less, may choose to use sick leave, vacation or personal leave days and the use of such leave shall not be considered an injury leave usage for the purpose of computing entitlements under Section 1 (A) of this article.

Section 2. Workers' Compensation

At the expiration of the injury leave granted, if the employee is still unable to return to work, the employee may avail himself/herself of the accumulated sick leave provisions. If the employee is still unable to return to work, payment of normal wages will be stopped and the Bureau of Workers' Compensation will be requested to begin weekly payment under the provisions of the Workers' Compensation Act.

Section 3. Reinstatement

An employee who is separated from City service because of any service connected illness or injury shall be entitled to re-instatement at the same rate of pay received immediately prior to the date of such illness or injury, upon approval of his/her application to return to work, pursuant to Civil Service Rules. Any increments in wages or benefits shall be recognized for returning employees under this article.

Section 4. False Claim

The City reserves the right to withhold benefit payments to any employee who is guilty of submitting a false claim, or abuse of the privileges covered in this article, or working for another employer while on injury leave, and may take disciplinary action including discharge.

ARTICLE 15

FUNERAL LEAVE

- A. Paid leave to attend the funeral of a member of the employee's immediate family shall be granted by Department Directors for three (3) work days (eight (8) or ten (10) hours per work day). Proof of death and relationship of the deceased may be requested. The immediate family is defined as: spouse, parent, parent-in-law, step-parent, child, step-child, **step-brother, step-sister**, brother, sister, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law and guardian. A guardian is one who legally has the care and management of the person or the estate, or both, of a child during its minority.
- B. If additional time is necessary for an employee to attend the funeral of a member of his/her immediate family as defined in Paragraph "A" above, an employee shall be entitled to use two (2) vacation or sick leave work days (eight (8) or ten (10) hours per work day) for this purpose, provided said employee has a balance of two (2) vacation or sick leave days prior to **utilizing funeral leave. Sick leave used in conjunction with funeral leave shall not be counted as an occurrence against the employee's attendance record.**

ARTICLE 16

MILITARY LEAVE

Section 1. Physical Examination

An employee shall be granted permission to be absent from work in order to receive his/her physical examination for compulsory military service in the Armed Forces of the United States. The employee shall be entitled to paid leave for that purpose during such absence, for a period not to exceed three (3) consecutive calendar days. Employees wishing to enlist shall be permitted to take one (1) enlistment physical and shall receive no more than one (1) day of leave for that physical. Management may require written evidence of the number of necessary days absent.

Section 2. Short-term Military Leave

- A. This leave is granted in accordance with Ohio State Law.
- B. Employees who are members of the Ohio organized militia, or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to a military leave of absence without loss of pay for the time they are performing service in the uniformed services for a period of up to one hundred seventy-six (176) hours, within any calendar year.
- C. To qualify for the benefits provided, the employee must show his/her field orders to his/her Division Manager prior to reporting for training or duty.

- D. In order for the employee to receive his/her pay, the employee must complete a Military Leave Affidavit. This affidavit will be submitted to the Employee Relations Division in triplicate.
- E. For the purpose of computing vacation or sick leave, Short-Term Military Leave will count as full service with the City.

Section 3. Extended Military Leave

- A. Extended military leave is given to those employees who are called or ordered to the uniformed services for longer than one hundred seventy six (176) hours, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the president of the United States or an act of congress. During the military service period designated in the executive order or act of congress, an employee is entitled to a leave of absence and to be paid during the monthly pay period of that leave of absence, the lesser of the following:
 - 1. The difference between the employee's gross monthly wage or salary with the City and the sum of the employee's gross uniformed pay and allowances received that month; or,
 - 2. Five (\$500.00) hundred dollars.
- B. No City employee shall receive payments while on Extended Military Leave if the sum of the employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross monthly wage or salary with the City.
- C. Employees on Extended Military Leave will receive retirement credit for time spent in Military service.
- D. Replacements for employees leaving on Extended Military Leave will be hired with permanent status, but are subject to layoff when the employee on leave returns.
- E. When an employee who has been on Extended Military Leave returns, he/she will receive any wage adjustments and step increases that would be due as though he/she had been actively on the payroll.
- F. Vacation and sick leave do not accumulate during Extended Military Leave.
- G. In order to receive the pay, the employee must complete a Military Leave Affidavit. The Military Leave Affidavit shall include a copy of the executive order issued by the president of the United States or the act of congress authorizing the call or order to the uniformed services. The affidavit will be submitted to the Employee Relations Division in triplicate.

Section 4. Employment Severance

- A. An employee who leaves the City for military service and returns from such military service within six (6) years of the date on which he/she entered the service, or should the emergency exceed five (5) years, after the emergency has ended and the employee is discharged, he/she shall be reinstated to the position held, or one of like responsibility, at the time he/she left for military service, provided application is made to the Civil Service Board within ninety (90) days after release from active duty or from hospitalization continuing after separation for not more than one (1) year.

- B. If he/she is not qualified to perform the duties of such position by reason of disability sustained during such service, he/she shall be placed in such other position, the duties of which he/she is qualified to perform, as would provide him/her like seniority, status, and pay, or the nearest approximation thereof consistent with the circumstances of his/her case.

- C. When an employee is entitled to be restored to a position in accordance with this Section, and the Civil Service Board finds that it is not feasible for the employee to be restored to such position, the Civil Service Board shall determine whether or not, in any other Department or agency of the City of Dayton, there is a position for which such person is qualified and which is either vacant or held by an employee having a temporary appointment. In any case, when the Civil Service Board determines that there is such a position, such person shall be restored to that position.

ARTICLE 17

JURY PAY

An employee required to serve on a jury during his/her work shift, before a court empowered by law to require such service, shall be excused from duty for the time required for such service and shall be paid his/her regular hourly rate less his/her jury pay, provided he/she notifies his/her Division Manager five (5) days prior to such jury service date if possible. An employee who is on paid leave is entitled to keep the jury pay.

ARTICLE 18

LONGEVITY

In addition to the wage specified in various sections of the Code of General Ordinances as amended to incorporate the terms of this Agreement, every employee covered by this Agreement shall receive a payment for recognition of years of service as follows:

- A. Employees who have completed five (5) years, but less than ten (10) years of service, shall receive an annual payment of one hundred fifty dollars (\$150.00).

- B. Employees who have completed ten (10) years of service shall receive an annual payment of two hundred dollars (\$200.00).

- C. Employees who have completed fifteen (15) years of service shall receive an annual payment of three hundred dollars (\$300.00).
- D. Employees who have completed twenty (20) years of service shall receive an annual payment of five hundred dollars (\$500.00).

The above payments shall be made in a lump sum on the first pay day of November of each year.

When an employee's anniversary date occurs prior to November 1 of a payment year, he/she shall receive full payment in accordance with the above payment schedule.

In the event that an employee who is eligible for the above payment terminates his/her employment during the term of this Agreement, the annual payment provided herein shall be pro-rated for the period of his/her employment.

ARTICLE 19 INSURANCE

Section 1.A. Coverage

Management will offer bargaining unit employees a choice of one coverage from a HMO or PPO/POS insurance. Management's contribution to the plan will be limited to the following:

<u>Effective Date</u>	<u>Monthly Single Coverage</u>	<u>Monthly Family Coverage</u>
June 1, 2005	<u>\$306.81</u>	<u>\$858.47</u>

The level of benefits shall not be changed during the term of this contract unless mutually agreed to between the City and the Union. The employees shall pay a \$20.00 contribution per month for single coverage and a \$40.00 contribution per month for family coverage provided for in this section during the 2005-2006 insurance year. The premiums will be administered under an Insurance Section 125 pre-tax status and paid bi-monthly through payroll deduction. This would be effective beginning with the first pay period following June 1, 2005.

At least ninety (90) days prior to June 1, 2006, the parties will re-open the contract for the purpose of negotiating the employee contributions contained in Article 19, Section 1.A of this Agreement. The re-opening of the Agreement for the negotiation of employee contributions shall invoke the dispute settlement procedures set forth in O.R.C. Section 4117.14. The results of the negotiation process or any settlement reached between the parties will become effective June 1, 2006.

At least ninety (90) days prior to June 1, 2007, the parties will re-open the contract for the purpose of negotiating the employee contributions contained in Article 19, Section 1.A of this Agreement. The re-opening of the Agreement for the negotiation of employee contributions shall invoke the dispute settlement procedures set forth in O.R.C. Section 4117.14. The results of the negotiation process or any settlement reached between the parties will become effective June 1, 2007.

Section 1.B. Prescription Drugs

The amount of the co-pay for formulary-generic prescriptions will be ten dollars (\$10.00). Formulary-Brand Name prescriptions will be fifteen dollars (\$15.00). Non-Formulary prescriptions will be twenty dollars (\$20.00).

Management will also offer a mail-order ninety (90) day supply of prescription medicine for the following co-pays: The amount of the co-pay for formulary generic prescriptions will be twenty dollars (\$20.00). Formulary brand name prescriptions will be thirty dollars (\$30.00). Non-Formulary Drugs will be forty dollars (\$40.00).

Section 1.C. Incentive to Waive Health Care Coverage

Full time employees who waive health insurance for a twelve (12) month period during open enrollment will be paid an incentive as explained below. The incentive will be pro-rated if coverage is waived for less than an entire plan year because an employee terminates employment, waives coverage mid-plan year or re-enrolls for Management coverage if there is a loss of coverage due to divorce, termination of spouse's job or spouse's death.

A full time employee who waives coverage for an entire twelve (12) months and is not a dependent on a City of Dayton health insurance plan will be paid an incentive equal to two thousand four hundred (\$2,400) dollars. The incentive will be paid bi-weekly over a twelve (12) month period starting with the first pay in June.

The incentive plan is being offered for the 2005-2006 plan year. The incentive plan will be offered in the 2006-2007 and 2007-2008 plan years, provided that the incentive continues to represent a cost savings to Management.

Section 2. Dental Plan

Effective June 1, 2005, the employer shall contribute thirty-four (\$34) dollars per month to the AFSCME Care Plan for Dental Level II coverage. The payment will be due by the 20th of the month.

Section 3. Vision Care Plan

Effective June 1, 2005, the employer shall contribute six dollars and seventy five cents (\$6.75) per month to the AFSCME Care Plan for such employees covered by Section 2. Dental Plan Coverage for vision care services.

Section 4. Life Insurance

For employees whose job titles appear in Addenda #1 and #2 of this Agreement, Management will pay the full cost of the premium toward the purchase of group life insurance in the amount of twelve thousand dollars (\$12,000.00) and accidental death and dismemberment insurance in the amount of twelve thousand dollars (\$12,000.00).

Section 5. Coordination of Benefits

Hospital surgical benefits herein described shall be subject to coordination of benefits in accordance with stipulation of the carrier.

Section 6. Subrogation

If a member incurs covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, carrier shall be subrogated to all of member's rights of recovery against said third party, to the extent of any and all payments made hereunder by carrier with respect to such illness or injury. The member or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure to carrier such rights of subrogation.

Section 7. Unemployment Compensation

Management shall provide unemployment compensation pursuant to the provisions of the State Unemployment Compensation Act for employees covered herein.

Section 8. Health Care Committee

The Union will select no more than six (6) representatives to be present and participate in all City of Dayton Healthcare Committee meetings to review and recommend health care insurance in the upcoming years of 2006, 2007, and 2008. The Health Care Committee will meet as often as necessary to facilitate in a timely fashion all information and cost as needed for this task in an effort to maximize the value to employees and cost effectiveness of Health and Dental Care Plan redesign.

ARTICLE 20

SENIORITY

- A. Seniority is defined as length of continuous service with the City.
- B. New employees shall serve an initial probation period of six (6) consecutive calendar months in accordance with the Civil Service Rules and shall accumulate no seniority during the probation period. Upon satisfactory completion of his/her initial probation period, his/her seniority shall be computed as of his/her date of hire. If an employee is discharged or quits and is later rehired after one (1) year, he/she shall be considered a new employee. If an employee has been placed on a disability retirement, through the Ohio Public Employees Retirement System, and is subsequently certified to return to employment with the City, as prescribed under ORC 145.362, his/her seniority shall be computed from their original hire date and be considered as continuous length of service.
- C. Seniority shall be applied only in accordance with the Civil Service Rules and the provisions of this Agreement.

ARTICLE 21

PROMOTIONS, LAYOFFS, AND RECALLS

Section 1. Civil Service Rules

Promotions, layoffs, and recalls shall be made in accordance with the Civil Service Rules and Regulations.

Section 2. Layoffs and Recalls

Whenever it is necessary to reduce the working force of the City, either for lack of work or lack of funds or due to subcontracting, employees shall be laid off based upon City-wide seniority in the following order:

- A. Seasonal, casual, emergency or temporary employees in the affected classification within the affected division, or any department without divisions.
- B. Permanent part-time employees in the affected classification within the affected division, or any department without divisions.
- C. Full-time employees in the affected classification within the affected division, or any department without divisions.

ARTICLE 22

INTERCLASSIFICATION TRANSFERS

- A. Management shall have the right to temporarily transfer employees from one classification to another classification of equal or lower pay rate within the same division to achieve maximum efficiency, service or production, provided however, a temporary transfer shall not exceed thirty (30) calendar days in any twelve (12) month period.
- B. In making such transfers, Management may select the employee to be transferred without regard to seniority or certification under Civil Service Rules to complete one (1) shift only.

Thereafter, the transfer to such work shall be based on City seniority within the division, and the employee with the least seniority shall be given the temporary transfer only to a job for which he/she has been certified under Civil Service Rules.

- C. When an employee is temporarily transferred to a lower paid classification, he/she shall be paid the rate of his/her regular job.

ARTICLE 23

TRANSFERS

- A. An employee shall have the right to exercise his/her City seniority to transfer to available vacant positions within the same classification with a different work reporting location and/or shift within the same division if he/she is able to perform the physical and/or specialized requirements of the work involved and such transfer can be made without substantially impairing the efficiency of his/her present division. Only one transfer to another shift or another work reporting location shall be permitted in any twelve (12) month period. An employee who desires such a transfer shall make a written request therefore and deliver the same to his/her Manager and the Union.
- B. With the mutual Agreement of two (2) employees and subject to their respective Division Manager's approval, said employees may trade shifts for not less than one (1) nor more than five (5) shifts in any calendar year. Temporary trades for more than five (5) days for educational purposes may also be granted subject to approval of their respective managers. Such a trade shall not result in any exchange in shift differential pay for either party under Article 8, Section 6 of this Agreement. Such a trade shall not be the basis for overtime pay unless the employee is otherwise entitled to overtime under the Agreement.
- C. An employee who has been denied a transfer shall be afforded the opportunity to request a meeting with the Director or designee of the receiving department to discuss the basis for such a decision.

ARTICLE 24

GRIEVANCE AND ARBITRATION PROCEDURE

There shall be an earnest, honest effort to settle disputes and controversies promptly. If any dispute or controversy arises between an employee and Management and/or the Union and Management with respect to the interpretation or application of this Agreement, or the rights, obligations or liabilities of the parties herein, except those covered under Article 25 of this Agreement, then such controversies or differences shall be handled as follows:

The employee shall first discuss his/her complaint with his/her first line supervisor, with his/her Steward present, and attempt to resolve the dispute.

Step 1.

In the event the dispute is not resolved in accordance with the above paragraph, the grievance shall be reduced to writing and signed by the employee and his/her Steward, and filed with his/her immediate supervisor outside the bargaining unit within ten (10) work days after the employee has knowledge of, or should have knowledge of, the incident upon which the alleged grievance is based. The immediate supervisor or his/her designee shall meet with the employee and his/her Steward, and answer the grievance in writing to the employee and his/her Steward within ten (10) work days after receipt of the grievance. If the grievance is not satisfactorily resolved, or answered within the required ten (10) work days, the Union may refer the grievance to the second step of the grievance procedure. If the Union does not refer the employee's grievance to the second step of the grievance procedure within ten (10) work days after receipt of the answer rendered in this step, the grievance shall be considered settled.

The written grievance shall be prepared in five (5) copies by the grievant and given to the supervisor. The supervisor shall make distribution of said copies as follows:

Retain one and deliver:

- 1 copy to the Manager of the Division
- 1 copy to the Director of the Department
- 1 copy to the Employee Relations Division

The fifth copy shall be retained by or forwarded to the employee or his/her representative.

If through inadvertence, a copy is not distributed pursuant to the above, it shall not prejudice the grievance.

Step 2.

If the grievance is not settled at Step 1, the grievance shall be referred in writing to the aggrieved employee's Division Manager by the Union. The Division Manager or his/her designee shall meet with the employee and his/her Steward, and answer the grievance in writing to the employee and his/her Steward within ten (10) work days after receipt of the grievance. If the grievance is not settled, the Union may refer the grievance to the third step of the grievance procedure. If the grievance is not satisfactorily resolved, or answered within the required ten (10) work days, the Union may refer the grievance to the third step of the grievance procedure. If the grievance is not referred to the third step within ten (10) work days after receipt of the answer rendered in this step, the grievance shall be considered settled.

Step 3.

If the grievance is not settled at Step 2, the grievance, along with all correspondence, shall be referred in writing to the Department Director by the Union. The Department Director or his/her designee shall meet with the employee and his/her representative and answer the grievance in writing to the employee and his/her representative within ten (10) work days after receipt of the grievance. Management and the Union may each have no more than four (4) representatives at the grievance meeting. Both the Union and Management have the right to call such witnesses as are necessary to the investigation of the grievance.

In any case where a decision of the appropriate Management representative is not given at Step 3 or Step 4 of the grievance procedure within the time limits specified or within the period that may have been extended by mutual Agreement, the grievance, without setting a precedent for future grievances, shall be considered satisfactorily resolved in favor of the grievant.

If the grievance is not settled, the Union may refer the grievance to the fourth step of the grievance procedure. If the grievance is not referred to the fourth step within ten (10) work days after receipt of the answer rendered in this step, the grievance shall be considered settled.

Step 4.

If the grievance is not settled at Step 3, the grievance, along with all correspondence, shall be referred in writing to the Director of Human Resources by the Union. The Director of Human Resources or his/her designee shall meet, if necessary, with the employee and his/her representative and answer the grievance in writing to the employee and his/her Steward within ten (10) work days after receipt of the grievance. The Management and the Union may each have no more than four (4) representatives at the grievance meeting. Both the Union and Management have the right to call such witnesses as are necessary to the investigation of grievance.

In any case where a decision of the appropriate Management representative is not given at Step 3 or Step 4 of the grievance procedure within the time limits specified or within the period that may have been extended by mutual Agreement, the grievance, without setting a precedent for future grievances, shall be considered satisfactorily resolved in favor of the grievant.

If the grievance is not settled, the Union may refer the grievance to the arbitration procedure. If not referred to the arbitration procedure within ten (10) work days after receipt of the answer rendered in this step, the grievance shall be considered settled.

Step 5.

Arbitration Procedure

- A. Within ten (10) work days after receipt of the written notice of intent to file under the arbitration procedure, the Employee Relations Manager of Human Resources or his/her authorized representative and not more than two (2) other representatives of Management and the Staff Representative or his/her authorized representative and not more than two (2) other representatives of the Union shall meet for the purpose of attempting to resolve the dispute and/or selecting an impartial arbitrator. If no agreement is reached at this meeting, a joint letter requesting the American Arbitration Association (AAA) to submit a list of arbitrators will be signed and mailed. An arbitrator shall be selected in accordance with the (AAA) voluntary labor arbitration rules, unless the parties mutually select an arbitrator. A date for arbitration shall be set as soon as possible in accordance with the wishes of Management, the Union and the availability of the arbitrator.
- B. All decisions of arbitrators and all pre-arbitration grievance settlements reached between the Management and the Union shall be final and binding on the City, the Union, and the employees. Pre-arbitration grievance settlements shall not necessarily establish a precedent for future relationships between the Union and the Management.

Both Management and the Union shall share equally in the expenses and fees of the arbitrator and other expenses incident to the arbitration hearing.

- C. It is understood that the time limits imposed in this article may be extended at any step by mutual written agreement. Likewise, any step in the grievance procedure may be eliminated by mutual consent. It is further understood that the word "day" as used in the grievance procedure is defined to mean "work day" unless otherwise specified.

- D. The arbitrator shall neither add to nor subtract from nor modify the language of this Agreement in arriving at a determination within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him/her.
- E. A policy grievance is a grievance which, if resolved in favor of the Union, applies to all employees equally. Such grievances may initially be presented by the Union at Step 2, Step 3, or Step 4 of the grievance procedure.
- F. There shall be a regular quarterly meeting between Management and the Union to discuss matters of mutual interest relating to the employees covered by this Agreement. Each party shall be entitled to not more than six (6) representatives.
- G. **Grievance Mediation**
 - 1. Grievance mediation is available to the parties after Step 4 of the grievance process.
 - 2. All grievances will be referred to mediation if requested unless the parties mutually agree not to mediate a particular grievance.
 - 3. The parties shall mutually agree to use the services of the Federal Mediation and Conciliation Services to serve in the capacity of grievance mediator. The mediator must be an experienced mediator and/or arbitrator with mediation skills. The mediator may not serve as an arbitrator for the same issue for which he or she is a mediator.
 - 4. The mediator will be asked to provide a schedule of available dates. Cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date, unless otherwise mutually agreed.
 - 5. The grievant shall have the right to be present at the mediation conference. The City and the Union may each have no more than three (3) additional representatives as participants in the mediation effort. Persons representing the parties shall be vested with full authority to resolve the issues being considered.

6. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. The taking of oaths and the examination of witnesses shall not be permitted, and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach mutually agreeable resolution of the dispute. There will be no procedural constraints regarding the review of facts and agreements. There shall be no formal evidence rules. Written materials presented to the mediator will be returned to the party presenting them at the conclusion of the mediation conference.
7. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator unless mutually agreed to by the parties and the mediator. In the event that a grievance which has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held.
8. At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into writing at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.
9. If a grievance remains unresolved at the end of the mediation conference, the mediator may, if requested by either party, render a verbal opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is nonbinding and inadmissible in any subsequent arbitration proceeding.
10. If a settlement is not reached, the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration contained in the collective bargaining agreement shall commence on the day of the mediation conference.
11. The dates, times and places of mediation conferences will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation conferences.
12. The parties agree to schedule a minimum of one day a month, if necessary, for mediation efforts during the time period of this Agreement.
13. The fees and expenses, if any to be charged by the mediator shall be negotiated between him or her and the parties. Fees and expenses for grievance mediation shall be paid equally by the City and the Union.

14. The parties agree to schedule a day of orientation and training to be attended by those individuals who will be participating in the mediation proceedings on behalf of the parties.
15. The parties agree to mutually examine and review the grievance mediation process and procedures adopted herein twelve (12) months from the date of execution of the collective bargaining agreement. The purpose of said examination and review is to revise, alter, correct or otherwise improve the grievance mediation process and procedures if such is deemed necessary.

ARTICLE 25 DISCIPLINE AND DISMISSAL PROCEDURE

- A. Disciplinary action shall be only for just cause, however, when the City takes any disciplinary action resulting from Charges against an employee, said action will be initiated no later than thirty-five (35) work days following knowledge by the supervisor of the events upon which the disciplinary action is based. This time limit may be waived by mutual agreement of Management and the Union.
- B. When Management suspends, reduces in rank or dismisses an employee, such employee may be conditionally suspended pending hearing thereon. Prior to any suspension, reduction or dismissal, the City shall deliver or mail a copy of the Charges and Specifications to the Regional Director of the Union and the Union President, provided that the Union President is employed by the City of Dayton. The hearing on said Charges and Specifications will be held no sooner than seven (7) calendar days from the date of receipt by either Union official. Should the Union fail to receive a copy of the Charges and Specifications as prescribed herein, the hearing shall be rescheduled by Management. The Charges and Specifications shall state the alleged violations and set the time and place for a hearing before the Department Director or his/her designated representative. Management shall issue its Findings after such disciplinary hearing, but not later than ten (10) days after the close of the Departmental disciplinary hearing.
- C. Disciplinary action involving any suspension, a reduction in rank or dismissal by the Department Director, approved by the City Manager, may be appealed by the employee, either independently or through the Union, either to the Civil Service Board in accordance with the City Charter and Civil Service Rules and Regulations, or through the grievance and arbitration procedure set forth in this Agreement, to be introduced at Step 3 where the Division Manager served as the hearing officer, or at Step 4 where the Department Director served as the hearing officer.

- D. When any disciplinary action listed above is taken, the employee shall have ten (10) calendar days from the effective date of the suspension, reduction or dismissal in which to elect his/her appeal procedure, and such election must be made in writing to the Civil Service Board. If the election is for the grievance and arbitration procedure, it shall include a written waiver of his/her right to appeal to Civil Service and to the courts. If no election is filed, the matter will be considered resolved.
- E. In the event the employee submits both a grievance and arbitration procedure election and an appeal to Civil Service, the employee shall be automatically deemed to have elected an appeal to Civil Service only.

In no case shall the employee be permitted to appeal any grievance through both the Civil Service Board and the grievance and arbitration procedure.

- F. At any time Management conducts a disciplinary meeting with an employee for the purpose of determining whether or not the employee has committed an infraction which could result in disciplinary action of record (i.e., a reprimand, suspension, reduction in rank, or dismissal), the employee will be entitled to have a Steward present. The right to Steward representation is contingent upon the employee's requesting such representation and is limited to those situations in which the employee reasonably believes the investigation may result in disciplinary action. An employee who requests representation pursuant to this section may require the supervisor to verify in writing that said request was denied or a Steward is not necessary. A copy of the written verification shall be given to the employee immediately after signing by the supervisor or as soon as possible thereafter.
- G. After two (2) years from date of issue, any and all reprimands shall be removed from the employee's records and files and shall not be considered in subsequent determinations of discipline. The City shall send to the Chapter Chairperson, a copy of each reprimand issued to any member of the bargaining unit. Police Department training memos, a record of instruction given and documented, will be retained in file for not more than two (2) years. No progressive disciplinary action will be initiated by Management based on a training memo or counseling that is older than two (2) years.

After three (3) years from the date of suspension, a suspension of five (5) days or less shall not be considered in subsequent disciplinary actions and the Charges and Findings shall be removed from an employee's personnel file at his/her written request to the Employee Relations Manager. After four (4) years from the date of suspension, a suspension greater than five (5) days shall not be considered in subsequent disciplinary actions and the Charges and Findings shall be removed from an employee's personnel file at his/her written request to the Employee Relations Manager.

- H. In the event that discipline is rendered against an employee and results in a suspension of five (5) or less days, the employee shall have the option of forfeiting up to forty-eight (48) hours of vacation in a twelve (12) month period. If the employee chooses to forfeit vacation, the forfeiture shall be one hour of vacation for each one hour of the suspension. The forfeiture of vacation will constitute discipline of record, shall be accordingly noted in the employee's personnel file, and shall constitute the final resolution of the departmental charges. No loss of seniority shall occur should the employee choose this option.
- I. The Union and the City recognize the potential benefit and mutual interest of the parties in having a clear and fair corrective action/discipline system. The parties agree through the Labor-Management Steering Committee (LMC) to appoint a LMC subcommittee to focus on, explore, evaluate and discuss the current disciplinary process and possible alternatives. The subcommittee focus group will forward its recommendations and report to the LMC Steering Committee by January 1, 2004. Each party will select its committee members.

ARTICLE 26

MISCELLANEOUS

- A. Those portions of the sections of the Personnel Policies specifically referred to in this Agreement and which are applicable to the employees covered by this Agreement are hereby incorporated by reference into this Agreement and made a part thereof.
- B. Personnel Policies shall not be applied to employees covered herein so as to conflict with the terms of this Agreement.
- C. All letters of understanding and intent attached to this Agreement between the parties are hereby incorporated into this Agreement.
- D. Personnel Policies shall not be changed during the duration of this Agreement to conflict with any provision of this Agreement.
- E. The City will supply eleven (11) sets of uniforms for employees covered herein working in the Water Distribution Division; Division of Street Maintenance; Sewer Maintenance; Division of Parks employees in the classifications of Grounds Maintenance Worker, Equipment Operator I, II, and III, Laborer, Tree Service Crewleader, Tree Servicer I, Park Floral Worker, Park Maintenance Crewleader, Carpenter, and Building Trades Worker; as well as all employees in the classifications of Painter I, Painter II, Traffic Control Painter I, Traffic Control Mechanic I, Golf Maintenance Worker, Welder, Rehabilitation Center Maintenance Worker, Pipe Worker I and II, Water Meter Installer I and II, Water Meter Repairer and Food Processor and Parking Enforcement Aides. Computer Console Operators will be provided with three (3) smocks each. Uniforms will continue to be provided by the City to those employees who were receiving same as of the effective date of this Agreement.

Work jackets will be supplied to Waste Water Treatment Division Employees who receive uniforms. Employees covered herein who are provided uniforms or who are paid a uniform allowance must wear said uniform while on duty.

If, for medical reasons, the employee is permitted to work without wearing the uniform, the City is not obligated to purchase said uniform or pay the required uniform allowance. Employees are responsible for reimbursing the City for the pro-rated value of the uniform established by the vendor if the employee fails to return the same number of uniforms he was issued when required to do so by Management.

- F. A uniform allowance shall be paid to employees in the classifications of Rehabilitation Specialist I and Rehabilitation Specialist II and Airport Police Officers. The rate of pay for uniform allowance shall be fifteen (\$15.00) dollars per week paid bi-weekly.
- G. The Union and the City recognize the potential benefit and mutual interest of the parties in considering a modification to the City's uniform policy. The parties agree through the Labor-Management Committee (LMC) to appoint a LMC subcommittee to focus on, explore, evaluate and discuss the current uniform process and possible alternatives. The subcommittee focus group will forward its recommendations and report to the LMC Steering Committee by January 1, 2006. Each party will select its subcommittee members.
- H. Bulletin Boards as presently provided and as may be installed in the future by the City may be used by the Union for posting notices of the following types:
 - 1. Recreational and social events.
 - 2. Elections and election results.
 - 3. General membership meetings and other related business meetings.
 - 4. General Union business of interest to members.
- I. Employees covered herein in the classifications of "Automotive Mechanic", "Special Equipment Mechanic" and "Heavy Equipment Mechanic" shall be eligible for a tool reimbursement in the amount of two hundred dollars (\$200.00) per calendar year. Employees covered herein in the classification "Automotive Servicer II" shall be eligible for a tool allowance reimbursement in the amount of one hundred dollars (\$100.00) per calendar year. Reimbursement shall be granted following the submission of an employee's paid receipt, for tools bought which are necessary in order to complete the functions of their positions.

ARTICLE 27 SUBCONTRACTING

No subcontracting of work presently performed by Union members and which could result in the displacement of employees from their classification will be undertaken by Management without first meeting and conferring with the Union sixty (60) days prior to any such contracting to discuss the subcontracting and its effects.

ARTICLE 28 MODIFICATION

Written amendments or modifications of this Agreement shall be captioned as a "Memorandum of Understanding," be in writing, and signed by the duly authorized bargaining representative of Management and the Union.

ARTICLE 29 PERFORMANCE EVALUATION

When an employee is evaluated on his/her performance, the employee shall be given an opportunity to examine the performance evaluation and to discuss it with his/her supervisor. The employee shall be given an opportunity to sign the evaluation form and to attach any relevant documents to the form. The signature does not necessarily indicate agreement with the evaluation. The employee shall be given a copy of the performance evaluation and a copy with any relevant attachment shall be placed in the employee's official record. Violations of the procedures contained herein are subject to the grievance-arbitration procedure, provided however, the rating determined by Management is not a proper subject for the grievance arbitration procedure. However, Management agrees to discuss and review the performance rating with the employee and the Union if the rating is less than proficient and such review is requested.

ARTICLE 30 FITNESS FOR DUTY

Section 1. Drug and Alcohol Testing

For the term of this Agreement, drug and alcohol testing based on reasonable suspicion will be administered in accordance with Personnel Policy and Procedure 2.13.

Section 2. Discipline and Due Process

Confirmed positive tests are for administrative purposes only and are not to be used against the employee during any phase of criminal proceeding. Any employee whose drug test result is confirmed as positive and who then is charged administratively by Management, will receive due process and be afforded representation as prescribed in Article 25. Any attempt on the part of Management to influence any approved drug testing facilities or employees of those facilities in an effort to circumvent the provisions of this section, shall be considered a breach of this Agreement and shall allow the Union to initiate a Step 4 grievance within thirty (30) days following the date the employee or the Union first became aware of such conduct.

ARTICLE 31 SAVINGS CLAUSE

This Agreement is subject to all applicable existing Federal and State Laws, Civil Service Rules and Regulations, Municipal Charter provisions and City Commission Ordinances and Resolutions; provided that should any change be made in any Federal or State law, Civil Service Rules and Regulations, Municipal Charter provisions and City Commission Ordinances and Resolutions which would be applicable and contrary to any provision contained herein, such provisions contained herein shall automatically be terminated. Further, should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court, then such decision or change shall apply only to that specific article, section or portion of the Agreement and shall not affect the validity of the remaining paragraphs of this Agreement. This Agreement shall be reopened on the invalid article, section or portion of the Agreement and the City and the Union shall meet within ten (10) calendar days to negotiate a lawful article, section or portion of the Agreement.

ARTICLE 32 NO STRIKE OR LOCKOUT

It is understood and agreed that the services performed by City employees included in this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption to the work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services. Management agrees that it will not lockout or prevent employees from performing their regularly assigned duties.

ARTICLE 33 ALTERNATIVE PLACEMENT

An employee who is absent from duty due to work-related injury or occupational disease of a temporary nature, and who may qualify for and participate in a rehabilitation program approved by the Bureau of Workers' Compensation, may be returned to work to perform restricted duty, if available, within the same department, for a period of no more than thirty (30) days for the purpose of transitioning back to full duty.

Restricted duty is any job, work assignment or duty within the division that an employee, limited from his/her regular assignment is qualified for and physically and mentally capable of performing. Restricted duty assignments are made solely at the discretion of Management.

An employee's work restriction will be based on the advice of the attending physician and/or City doctor. While on restricted duty, an employee will earn his/her regular hourly rate of pay.

Upon review by Management, an employee's alternative placement may be extended for an additional thirty (30) days.

Placement of employees made pursuant to the provisions of this Article shall supersede any other transfer rights under this Agreement for the duration of the restricted duty.

ARTICLE 34 HEALTH AND SAFETY

Occupational health and safety are the mutual concerns of Management, the Union and employees. The Union will cooperate with Management in encouraging employees to observe applicable safety rules and regulations. Employees or the Union shall report safety and health violations of which they are aware to their supervisor. Management and the employees shall comply with applicable Federal, State and Local safety laws, rules and regulations. Management will consider ergonomics when selecting products. Protective equipment, clothing, and/or training required by the City to preserve the health and safety of employees shall be furnished and maintained by the City without cost to employees.

Adequate first aid equipment, supplies and training shall be provided by the City on an ongoing basis. Where not required by actual job responsibility, employees may volunteer for first aid training. The City shall make available C.P.R. training on a regular basis where possible.

To accomplish providing these objectives, the City and the Union shall establish a Labor/Management Health and Safety Committee, which shall work with the divisions in establishing sub-committees. Unless mutually agreed otherwise the committee and each sub-committee shall be composed of no more than three (3) representatives appointed by the City and three (3) appointed by the Union and shall be co-chaired by a Union and Employer Management representative. The general responsibility of all the committees will be to provide a safe and healthful workplace by recognizing hazards and recommending abatement and educational programs.

Nothing in this Agreement shall imply that the Union has assumed legal responsibility for the health and safety of employees.

ARTICLE 35

LABOR/MANAGEMENT COMPENSATION COMMITTEE

The Union and the City, with the knowledge and understanding that there is dignity in all work and that respect for diversity are qualities that must be maintained and upheld, agree to the formation of a Labor Management Committee whose purpose will be to investigate and study compensation and classification systems that addresses the need for clarity, simplicity and fairness during the lifetime of this Agreement. The higher performance objectives (HPO) may include but will not be limited to the following initiatives; career ladders and skill based pay.

Each party will select its committee members for the sub-committee. Committee members will be given adequate time during regular City-work hours to meet and develop possible recommendations in regards to this initiative. The Labor Management sub-committee will be selected after the effective date of this Agreement and will meet as often as mutually agreed to by the parties. After the sub-committee reaches mutual agreement, it will forward its recommendations to the full Labor Management Committee for consideration.

ARTICLE 36

DURATION OF AGREEMENT

Section 1. Effective Dates

This Agreement shall be effective June 1, 2005, and shall remain in effect through May 31, 2008, and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement on or before sixty (60) days prior to the expiration of such period, notifies the other party, in writing, of its intention to terminate this Agreement. Within ten (10) days after receipt of such notice, a conference shall be arranged between the parties hereto and such conference shall be held at a time agreeable to the parties.

Section 2. Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to wages, hours, fringe benefits and working conditions, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

ARTICLE 37

A.F.S.C.M.E./P.E.O.P.L.E.

Management agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both Management and the Union. Management agrees to remit any deductions made pursuant to this provision promptly to: A.F.S.C.M.E./P.E.O.P.L.E. Department, 1625 L Street, NW, Washington, DC 20036 together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. All deductions shall be transmitted no later than fifteen (15) days following the end of the pay period in which the deduction is made.

ARTICLE 38

LABOR-MANAGEMENT COMMITTEE

The parties mutually agree to form a Labor-Management Steering Committee for the purpose of solving mutual and separate problems that occur during the life of this Agreement.

Each party may select up to six (6) members who shall meet on a regular mutually agreed upon schedule.

The parties mutually agree to use the services of the Federal Mediation and Conciliation Services in the establishment and training of the committee. Training will include, but not be limited to, the use of Interest Based Problem Solving. By mutual agreement, the parties may mutually agree to other training resource that may become available.

ARTICLE 39

SUCCESSOR

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease or the assignment or either party hereto or of any separable, independent segment of either party hereto except to the extent that the law provides to the contrary.

ADDENDUM #1

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>GRADE NO.</u>
6026	Air Hammer Operator	114
3405	Aircraft Rescue Firefighter	220
3411	Airport Building Trades Worker	120
3404	Airport Inventory Control Clerk	119
3403	Airport Police Officer	120 (2)
4060	Aquatics Operations Specialist	120
4055	Aquatics Specialist	115
6043	Automotive Mechanic	118 (5)(14)
6046	Automotive Parts Clerk I	114
6047	Automotive Parts Clerk II	116
6041	Automotive Servicer II	116 (8)
3120	Breathing Apparatus Repairer	119
6035	Bridge Maintenance Worker I	115
6036	Bridge Maintenance Worker II	118
6005	Building Attendant I	111
6006	Building Attendant II	113
6007	Building Attendant III	115
6019	Building Maintenance Technician	122
6083	Building Trades Worker	117
6094	Carpenter	120 (6)
1098	Conservation Specialist	124

Addendum #1 – cont'd

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>GRADE NO.</u>
1111	Construction Inspector	124
3325	Cook	114
1007	Drafter I	115
1008	Drafter II	118
6115	Electronic Communication Technician	121 (6)
1001	Engineering Aide I	113
1002	Engineering Aide II	117
3429	Environmental Technician	122
6060	Equipment Operator I	115
6061	Equipment Operator II	116 (7)(9)
6062	Equipment Operator III	118
6012	Exhibition Center Facilities Worker I	114
6011	Exhibition Center Facilities Worker II	117
6023	Exhibition Center Maintenance Worker	119
3350	Exhibition Center Security Officer	115
6179	Expressway Maintenance Crew Leader	119
3330	Food Processor	117
4043	Golf Service Worker	112
4044	Golf Maintenance Crew Leader	117
6031	Grounds Maintenance Worker	116
4056	Head Lifesaving Instructor	119
6044	Heavy Equipment Mechanic	120 (5) (12) (13) (14)
1098	Housing Inspectors	124

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>GRADE NO.</u>
4052	Irrigation Technician	117
5025	Kiln Operator I	115 (1)
5026	Kiln Operator II	118 (1)
6025	Laborer	112
6109	Line Crew Leader	125
6110	Lineworker	124
6130	Machinist I	119 (5)
0001	Mail Clerk I	108
0002	Mail Clerk II	111
6100	Maintenance Electrician	119
6086	Maintenance Mechanic I	118
6087	Maintenance Mechanic II	120
5001	Meter Reader	114
1073	Nuisance Abatement Program Specialist	125
6135	Painter I	119 (6)
6136	Painter II	120 (6)
4010	Park Floral Worker	116
4025	Park Maintenance Crew Leader	119
4020	Park Service Worker	116
6165	Parking Meter Servicer	116
0020	PBX Operator I	107
1080	Permit Section Technician	117
5040	Pipeworker I	115
5041	Pipeworker II	118

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>GRADE NO.</u>
6065	Power Shovel Operator	121
0250	Property Clerk I	114
6095	Property Management Electrical Specialist	124
6029	Property Management Worker I	114
4026	Public Works Environmental Inspector	119
5058	Pumping Station Operator Helper	114
4050	Recreation Facility Attendant I	103
4051	Recreation Facility Attendant II	110
4070	Recreation Leader I	103
4071	Recreation Leader II	110
3318	Rehabilitation Center Maintenance Worker	120
3320	Rehabilitation Center Maintenance Team Leader	122
3301	Rehabilitation Specialist I	115
3302	Rehabilitation Specialist II	117
0030	Reproduction Machine Operator	117
5059	Sample Collector	117
6000	Security Worker A	110 (3)
6001	Security Worker I	112 (3)
6002	Security Worker II	113
5102	Sewer Cleaner I	114
5103	Sewer Cleaner Crew Leader	118
5128	Sewer Inspection Technician I	117
5129	Sewer Inspection Technician II	121
5105	Sewer Repairer I	115
5106	Sewer Repairer II	119

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>GRADE NO.</u>
5100	Sewer Service Worker I	115
5104	Sewer Service Worker II	119
5127	Sewer System Surveillance Technician	118
6067	Snow Removal Equipment Operator	116
6042	Special Equipment Mechanic	119 (5)
0201	Stores Clerk I	112
0202	Stores Clerk II	117
0203	Stores Clerk III	118
1024	Traffic Analyst	120
6142	Traffic Control Mechanic	116
6145	Traffic Control Painter I	118 (5)
6108	Traffic Controller Repairer	119
6146	Traffic Sign Painter	120 (6)
6105	Traffic Signal Repairer	115
4004	Tree Service Crew Leader	120
4001	Tree Servicer I	116
6075	Waste Collection Driver	116 (7) (9)
6028	Waste Collector	113 (7) (10)
5107	Wastewater Lift Station Mechanic I	117
5109	Wastewater Lift Station Mechanic II	121
5126	Wastewater Treatment Building Tradesworker	120
5136	Wastewater Treatment Maintenance Mechanic	121
5121	Wastewater Treatment Plant Operator	119 (1)
5008	Water Distribution Investigator	117
5036	Water Laboratory Technician	117
5010	Water Meter Installer I	115
5011	Water Meter Installer II	116
5016	Water Meter Installer III	118

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>GRADE NO.</u>
5015	Water Meter Repairer I	115
5014	Water Meter Repairer II	116
5017	Water Meter Repairer III	118
4055	Water Safety Specialist	115
5005	Water Service Representative I	115
5007	Water Service Worker	115
5070	Water/Sewer Dispatcher	117
5050	Water System Crew Leader	121
5032	Water Treatment Plant Operator I	116 (1)
5033	Water Treatment Plant Operator II	119 (1)
6161	Welder II	121 (5)
5049	Well Field Maintenance Worker	119
5021	Well Field Operator	114
1099	Zoning Specialist	124
1099	Zoning Inspectors	125

- 1 Denotes a one grade increase when placed on Assignment Maintenance.
2. Denotes Airport Security Officer adjustment of \$.14 per hour and add to base pay.
3. As vacancies occur in the classification of "Security Worker I", said position shall be reclassified to "Security Worker A".
5. Denotes Trades classification adjustment of \$.20 per hour and add to base pay.
6. Denotes Trades classification adjustment of \$.25 per hour and add to base pay.

7. Employees in the classification of Waste Collector, Waste Collection Driver or Equipment Operator II, either by permanent appointment or on a plus-rated basis, who are assigned to Automation on front or rear pickups shall be paid an assignment pay of two (2) grades over a Waste Collection Driver pay of 116.

The primary operator shall receive assignment pay for the duration of the assignment irrespective of paid leave status. "Back-up" operators are eligible to receive assignment pay for all hours required to operate the mechanized truck when replacing the temporarily absent primary operator.

8. The Automotive Servicer II or whoever is assigned to drive the fuel truck will receive a two (2) pay grade increase over their rate of pay. The primary operator shall receive pay for the duration of the assignment irrespective of paid leave status. The "back-up" operator is eligible to receive pay, as described above, for hours worked only.
9. Waste Collection Drivers and Equipment Operator II's who are assigned to the recycling program to collect recycables, promote the recycling program, maintain records or doing other work related to the recycling program will be paid an assignment pay of one pay grade over drivers pay of 116. Said assignment pay shall be paid to primary employees assigned irrespective of paid leave status.
10. Waste Collectors who are assigned to the recycling program to collect recycables, promote the recycling program, maintain records or doing other work related to the recycling program will be paid an assignment pay of two (2) pay grades over Waste Collectors pay 113 irrespective of paid leave status.
11. Mileage - Employees shall receive mileage reimbursement for the authorized use of a private auto being used on City business. Mileage will be reimbursed at current IRS rate for all miles driven.
12. Employees in the classification of Heavy Equipment Mechanic who are assigned to operate the Well Field/Mobile Maintenance Truck will be assigned a two (2) pay grade increase over their current rate of pay irrespective to paid leave status.
13. Employees in the classification of Heavy Equipment Mechanic who are assigned to the Department of Aviation shall receive an assignment pay of two pay grades over their current rate of pay irrespective to paid leave status.
14. Employees in the classification of Heavy Equipment Mechanic or Automotive Mechanic who are assigned to Lead Mechanic, shall receive an assignment pay of two (2) grades over their current rate of pay irrespective to paid leave status.

ADDENDUM #2

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>GRADE NO.</u>
0095	Account Clerk A	14
0096	Account Clerk B	18
0105	Account Clerk I	16
0107	Account Clerk III	21
0093	Accounting Control Clerk	22
0089	Accounts Payable Clerk	19
0004	Administrative Clerk I	14
0076	Administrative Clerk III	21
0013	Administrative Stenographer I	14
0014	Administrative Stenographer II	17
0062	Administrative Typist C	19
0005	Administrative Typist I	14
0006	Administrative Typist II	17 (1)
0007	Administrative Typist III	20
0025	Airport Tour Guide	11
0100	Cashier	16
0036	Computer Console Operator I	24
0037	Computer Operator Supervisor	25
0066	Computer Data Entry Technician I	17
0065	Computer Data Entry Technician II	19
0009	Customer Service Representative – Waste Collection	14
0166	Customer Support Specialist	29
3126	Emergency Operator - Police	23
0097	Finance Technician I	20
0098	Finance Technician II	23
0099	Finance Technician III	24

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>GRADE NO.</u>
3069	Fire/EMS Dispatcher	25
0015	Information & Customer Service Specialist	21
0008	Information and Service Specialist	21
3240	Parking and Traffic Enforcement Aide	16
0091	Payroll Audit Technician	21
0212	Personnel Clerk I	18
3127	Project Telephone Technician	23
3226	Radio Information Officer	19
1066	Real Estate Records Specialist	21
3420	Security Dispatcher	18
1014	Sidewalk Program Coordinator	22
0124	Tax Audit Technician	21
0055	Water Revenue Data Technician	21
0057	Water Revenue Technician	19

Those classifications listed with letter designations (A, B, C) are classifications corresponding to their counterpart classifications with numerical designations (I, II, III). As the appropriate positions and classifications with the numerical designation become vacant and are to be filled, new employees will be given the appropriate classifications with the letter designation. Exceptions to the above are as follows: Should any employee with a numerical designation be effected by layoff or lateral transfer or is granted a lateral transfer, said employee may retain the numerical designation if able to “bump” into a position presently vacated which immediately prior to its vacation was designated with a numerical suffix. Should the presently vacated position be designated with a letter suffix because it was immediately prior to vacation held by an employee with a letter suffix, the within exceptions will not apply.

1. As per the Memorandum of Understanding dated October 30, 1996 effective November 4, 1996, clerical bargaining unit employees who are permanently assigned to job duties that require them to regularly administer payroll for more than thirty (30) employees, shall receive assignment pay in the amount of Grade 19. Employees shall progress through the steps which correspond to the step they occupy in their current grade.

**CLERICAL WORKERS
SUPPLEMENTAL AGREEMENT**

This supplemental agreement is made and entered into this 1st day of June, 2005, by and between the City Manager, on behalf of the City of Dayton, Ohio, hereinafter referred to as the "City" and Dayton Public Service Union Local No. 101, Ohio Council 8, American Federation of State, County and Municipal Employees, A.F.L. - C.I.O., hereinafter referred to as the "Union".

WITNESSETH

WHEREAS, it is the mutual desire of the parties hereto to supplement the provisions of the collective bargaining agreement between the City and the Union, dated June 1, 2005, hereinafter called the "Agreement", but in no way to alter or amend any of the provisions of said Agreement which shall remain in full force and effect as originally drawn, except as hereinafter provided.

It is hereby agreed that the following articles of the Agreement are in full force and effect for Clerical workers whose classifications are listed in Addendum #2 of the master Agreement:

Article 1	Purpose
Article 2	Management Rights
Article 3	Cooperation
Article 4	Non-Discrimination
Article 5	Recognition of Union
Article 6	Subjects for Bargaining
Article 7	Union Business
Article 8	Wages
Article 9	Hours of Work and Overtime
Article 11	Vacation
Article 12	Sick Leave
Article 13	Leaves of Absence
Article 14	Injury Leave
Article 15	Funeral Leave
Article 16	Military Leave
Article 17	Jury Leave
Article 18	Longevity
Article 19	Insurance
Article 20	Seniority
Article 21	Promotions, Layoffs, and Recalls
Article 22	Interclassification Transfers
Article 23	Transfers
Article 24	Grievance and Arbitration Procedure
Article 25	Discipline and Dismissal Procedure

For employees working in a 24 hour/7 day a week operation, except for the Dayton Convention Center and the Department of Parks, Recreation and Culture (applying to Golf & the Recreation Centers only), Management may designate the day of the actual holiday, in lieu of the preceding Friday or following Monday, for holiday observance. If Management designates an alternate holiday observance schedule for a 24 hour/7 day a week operation, the entire affected division will work the alternate holiday observance. The Department of Human Resources will prepare an annual holiday listing for alternate holiday observance setting forth the appropriate day for holiday observance, and the Department of Human Resources will provide a copy of the holiday listing to each affected employee. The holiday observance list will be posted on or before January 1 of each calendar year. Once the holiday observance list is posted, it shall not be modified or changed during the calendar year.

Section 3. Day Before and Day After

In order for an employee to receive his/her regular pay for the holiday, he/she must work the entire shift of his/her regular scheduled day before and the entire shift of his/her regular scheduled day after a holiday. Employees on vacation, sick leave, injury leave or on a leave of absence with pay shall be considered as working the entire shift of their regular schedule for pay purposes.

Section 4. Pay for Holidays

Employees who are not scheduled to work on a holiday designated herein shall be paid for eight (8) hours work at applicable straight time. Employees receiving night shift differential shall have their night shift differential included in their regular pay for purpose of holiday pay. Employees who work on either the actual holiday under Section 1 above or the observed holiday under Section 2 above shall be paid eight (8) hours pay plus time and one-half for hours worked on either the actual or observed holiday, but not both.

Section 5. Religious Observance

Employees may be granted leave with pay to attend religious observances with the recommendation of their division head and the approval of their department head. (Religious observances include those which require an employee's attendance at church, synagogue or other place of worship.) Leave should be limited to the actual hours necessary to attend services or observances, but in no event more than two (2) hours.

Section 6. Family/Personal Leave Day

An employee shall be granted twenty-four (24) hours of family/personal leave per calendar year if continuously employed for at least six (6) months prior to taking such leave. The family/personal leave shall be taken by the employee by December 31st of the calendar year in which granted under this section at a time mutually agreed upon by the employee and his/her Division Manager. The family/personal leave shall not be cumulative or converted to cash payment. All family/personal leave must be requested no less than twenty-four (24) hours prior to taking such leave. The Division Manager may waive the twenty-four (24) hour request notice. If a family/personal leave is denied it is the employee's responsibility to report for duty on time. All of the family/personal leave may be taken in no less than one (1) hour increments. Further, these one (1) hour increments shall not be used to cover tardiness situations. Employees successfully completing their initial probationary period prior to April 1 of any calendar year shall be permitted to utilize twenty-four (24) hours of family/personal leave. Employees successfully completing their initial probationary period prior to July 1 of any calendar year shall be permitted to utilize sixteen (16) hours of family/personal leave.

**AIRCRAFT RESCUE FIREFIGHTERS
SUPPLEMENTAL AGREEMENT**

This Supplemental Agreement, made and entered into this 1st day of June, 2005, by and between the City Manager, on behalf of the City of Dayton, Ohio hereinafter referred to as "Management" and/or "The City" and Dayton Public Service Union, Local No. 101, Ohio Council 8, American Federation of State, County and Municipal Employees, A.F.L. - C.I.O., hereinafter referred to as the "Union". This Supplemental Agreement is affixed to and made a part of a Master Agreement executed by the parties hereto, which was effective June 1, 2005.

WITNESSETH

WHEREAS, it is the mutual desire of the parties hereto to supplement the provisions of the collective bargaining agreement between the same parties as indicated above, dated this 1st day of June, 2005, hereinafter called the "Agreement", but in no way to alter or amend any of the provisions of said "Agreement" except as hereinafter provided.

It is hereby agreed that the following articles of the Agreement are in full force and effect for Aircraft Rescue Firefighters.

Article 1	Purpose
Article 2	Management Rights
Article 3	Cooperation
Article 4	Non-Discrimination
Article 5	Recognition of Union, Sections 1 through 4
Article 6	Subjects for Bargaining
Article 7	Union Business
Article 8	Wages, Sections 2, 3, and 4
Article 10	Holidays, Sections 1 through 4, 6, and 7
Article 13	Leaves of Absence
Article 14	Injury Leave
Article 16	Military Leave
Article 17	Jury Leave
Article 18	Longevity
Article 19	Insurance
Article 20	Seniority
Article 21	Promotions, Layoffs, and Recalls
Article 22	Interclassification Transfers
Article 23	Transfers
Article 24	Grievance and Arbitration Procedure
Article 25	Discipline and Dismissal Procedure

Article 26	Miscellaneous, Sections A through D, G through I
Article 27	Subcontracting
Article 28	Modification
Article 29	Performance Evaluation
Article 30	Fitness for Duty
Article 31	Savings Clause
Article 32	No Strike or Lockout
Article 33	Alternative Placement
Article 34	Health & Safety
Article 35	Labor Management Compensation Committee
Article 36	Duration of Agreement
Article 37	A.F.S.C.M.E./P.E.O.P.L.E.
Article 38	Labor Management Committee
Article 39	Successor

It is hereby agreed that, in lieu of the articles of the Agreement listed above, the following articles are supplemented and/or substituted and applicable to Airport Rescue Firefighters.

Article 5	Recognition of Union, Section 5
Article 8	Wages, Sections 1 and 5
Article 10	Holidays, Section 5
Article 26	Miscellaneous, Sections E and F

It is hereby agreed that, in lieu of the articles of the Agreement listed above, the following articles are substituted and applicable to Airport Rescue Firefighters.

<u>Article 9</u>	<u>Hours of Work and Overtime</u>
<u>Article 11</u>	<u>Vacation</u>
<u>Article 12</u>	<u>Sick Leave</u>
<u>Article 15</u>	<u>Funeral Leave</u>

ARTICLE 5 RECOGNITION OF UNION

Section 5. Probationary Period

The probationary period for employees covered herein in the classification of Aircraft Rescue Firefighter shall be nine (9) months.

ARTICLE 8 WAGES

Section 1. Rates

The rates in the wage addendum will be computed as follows:

Effective June 1, 2005	Grade 220				
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
50 hour	<u>11.53</u>	<u>15.01</u>	<u>16.13</u>	<u>17.24</u>	<u>18.74</u>
40 hour	<u>14.41</u>	<u>18.77</u>	<u>20.16</u>	<u>21.54</u>	<u>23.42</u>

Effective January 1, 2006	Grade 220				
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
48 hour	<u>12.01</u>	<u>15.64</u>	<u>16.80</u>	<u>17.95</u>	<u>19.52</u>
40 hour	<u>14.41</u>	<u>18.77</u>	<u>20.16</u>	<u>21.54</u>	<u>23.42</u>

Other Compensation

On June 1, 2006, or the first pay period after June 1, 2006, in addition to the employee's base salary as provided for above, all employees in the bargaining unit shall receive a one-time lump sum payment equal to two (2%) percent of the employee's base annual wage.

Effective June 1, 2007 **Grade 220**

Reopener

At least sixty (60) days prior to June 1, 2007, the parties will re-open the contract for the purpose of negotiating wage rates contained in Article 8, Section 1 of this Agreement. The re-opening of the Agreement for wage rates shall invoke the dispute settlement procedures set forth in O.R.C. Section 4117.14. The results of the negotiation process or any settlement reached between the parties will become effective June 1, 2007.

If Management accepts a negotiated wage offer, a fact-finder's award, a conciliator's award, or is compelled to pay by operation of law, a wage increase for the 2007 wage rates during the Fraternal Order of Police, the International Association of Firefighters, and/or the Building Trades Council successor contract negotiations that is greater than the wage rate negotiated with the Union, Management will provide this wage offer to the Union at the conclusion of the successor contract negotiations with the Fraternal Order of Police, the International Association of Firefighters and the Building Trades Council. The increased wage rate will become effective June 1, 2007.

Hourly rates for the rate schedule listed above are determined by dividing 2,496 annual hours into the above listed annual rates.

NOTE: The length of time required to be served in each step shall be as follows:

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
6 mos.	12 mos.	12 mos.	12 mos.	-----

Accreditation

Aircraft Rescue Firefighters who become E.M.T.P. certified by the State of Ohio are eligible for accreditation pay of \$153.85 paid 26 times per annum commencing with the pay period following receipt by the Director of Aviation of said certification.

Section 5. Shift Differential

- A. Shift differential will not be paid to Aircraft Rescue Firefighters who work other than an eight (8) hour shift.
- B. Aircraft Rescue Firefighters who work an eight (8) hour shift shall be paid a shift differential in accordance with the provisions contained in Article 8, Section 5, A through E, of the Agreement.
- C. Aircraft Rescue Firefighters on a platoon schedule shall be paid a platoon shift factor of \$250.00 per year paid bi-weekly.

ARTICLE 9 HOURS OF WORK AND OVERTIME

Section 1. Pay for Overtime

A. Overtime is considered as time worked in excess of a regular scheduled fifty (50) and/or 48 hour work week, and shall be based upon the following:

Overtime for employees covered herein will be computed on the rate basis of a forty (40) hour work week.

<u>Effective</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
June 1, 2005	<u>21.67</u>	<u>28.16</u>	<u>30.25</u>	<u>32.32</u>	<u>35.14</u>
<u>January 1, 2006</u>	<u>21.67</u>	<u>28.16</u>	<u>30.25</u>	<u>32.32</u>	<u>35.14</u>
June 1, 2007	<u>Reopener</u>				

At least sixty (60) days prior to June 1, 2007, the parties will re-open the contract for the purpose of negotiating wage rates contained in Article 9, Section 1 of this Agreement. The re-opening of the Agreement for wage rates shall invoke the dispute settlement procedures set forth in O.R.C. Section 4117.14. The results of the negotiation process or any settlement reached between the parties will become effective June 1, 2007.

If Management accepts a negotiated wage offer, a fact-finder's award, a conciliator's award, or is compelled to pay by operation of law, a wage increase for the 2007 wage rates during the Fraternal Order of Police, the International Association of Firefighters, and/or the Building Trades Council successor contract negotiations that is greater than the wage rate negotiated with the Union, Management will provide this wage offer to the Union at the conclusion of the successor contract negotiations with the Fraternal Order of Police, the International Association of Firefighters and the Building Trades Council. The increased wage rate will become effective June 1, 2007.

B. It is not the intent of this proposal to change the utilized 7K exemption as defined by the Department of Labor in regard to the regularly scheduled work week.

Section 2. Schedule of Hours

Prior to the first FLSA cycle in January 2006, the normal schedule of hours shall consist of twenty-four (24) hours per day, fifty (50) hours per week, except for those assigned by the Director of Aviation to duty of eight (8) consecutive hours per day, five (5) days per week for purposes of training or special assignment. For those employees working a fifty (50) hour schedule, thirteen (13) twenty-four (24) hour tours of duty off will be granted during a calendar year.

After the first FLSA cycle in January 2006, the normal schedule of hours shall consist of twenty-four (24) hours per day, forty-eight (48) hours per week, except for those assigned by the Director of Aviation to duty of eight (8) consecutive hours per day, five (5) days per week for purposes of training or special assignment. For those employees working a forty-eight (48) hour schedule, seventeen (17) or eighteen (18) twenty-four (24) hour tours of duty off will be granted during a calendar year, according to the FLSA cycle.

Section 3. Call-In Pay

Call-in Pay is payment for emergency work performed by an employee who has been recalled to work at a time disconnected with his/her normal work day. Such emergencies shall be determined by the Director of Aviation.

Work done in this manner shall be compensated as follows:

- A. Personnel who report within three-fourth (3/4) hours after being notified shall receive a minimum of three (3) hours pay, two (2) hours at time and one-half.
- B. Personnel who report from three-fourths (3/4) to one and one-fourth (1-1/4) hours after being notified, shall receive a minimum of two (2) hours pay, one and one-half (1-1/2) hours pay at time and one-half.
- C. Personnel who report one and one-fourth (1-1/4) hours or more after being notified shall only receive pay for such time as is served. Such pay shall be at time and one-half.
- D. In cases where more than the minimum time is served in the above paragraphs, overtime shall be computed from the time an Aircraft Rescue Firefighter reports for duty. Overtime pay shall be computed on the actual time worked if more than the minimum time is worked.

Section 4. Meal Allowance

Aircraft Rescue Firefighters who work a normal fifty (50) **and/or forty-eight (48)** hour per work week will be paid a meal allowance under the following conditions:

- A. If an employee stays beyond his/her normal shift, a meal allowance will be paid for each four (4) hours beyond the normal shift.
- B. If the employee stays on for a second complete shift at the request of the City and for the City's convenience, he/she will receive one (1) meal allowance.

Meal allowance will not be paid for an employee's regular lunch period. Whenever practicable and while on City time, employees shall be given a fifteen (15) minute period in accordance with scheduling requirements for the purpose of eating during each of the above period. Reimbursement shall be at the rate of three dollars and twenty-five cents (\$3.25) per meal.

ARTICLE 10 HOLIDAYS

Section 5. Pay for Holidays

Aircraft Rescue Firefighters who work the normal fifty (50) hour week **and/or forty-eight (48) hour week** and who work on any of the holidays contained in Article 10, Section 1, of the Agreement, or who have completed their normal tour of duty for the week in which one (1) of said holidays falls, shall receive an additional amount of pay equaling one-fifth (1/5) of the weekly pay of the classification pay grade and step in which he/she is serving.

Aircraft Rescue Firefighters who work a forty (40) hour week and who are not scheduled to work on a holiday designated in the Agreement, shall be paid for eight (8) hours work at the applicable straight time rate.

ARTICLE 11 VACATION

Section 1. Vacation and Supplementary Accrual

Employees earn vacation leave at the rate of one (1) credit for each completed month of service. In addition to the one (1) credit per month mentioned above, employees with consecutive years of service or those who have been reinstated within one (1) year from date of resignation will earn supplementary credits on the following schedule:

After 4 years	2 supplementary credits annually
After 8 years	3 supplementary credits annually
After 12 years	6 supplementary credits annually
After 16 years	8 supplementary credits annually
After 20 years	10 supplementary credits annually

No Aircraft Rescue Firefighter may use his/her accrued hourly vacation credits until after he/she has been employed with the City for nine (9) months.

Section 2. Maximum Vacation Credits

The maximum number of vacation credits that may be used during any vacation year is twenty-five (25). The maximum number of credits that may be carried over from year to year is thirty (30).

- A. Aircraft Rescue Firefighters who work the normal fifty (50) hour work week and/or forty-eight (48) hour week will be permitted to take a vacation of fourteen (14) work days each five (5) years subject to the approval of the Airport ARFF Coordinator, provided the employee has sufficient vacation credits accumulated.
- B. An employee's request for a fourteen (14) or a thirty (30) work day vacation should not be unreasonably denied.
- C. The fourteen (14) or thirty (30) work day vacation may be split into not more than two (2) vacation periods unless otherwise approved by the ARFF Coordinator.

Section 3. Over Thirty (30) Days

Vacation credits in excess of thirty (30) days shall be reduced to thirty (30) at the end of the year. Any vacation that has been denied by Management and cannot be rescheduled in the vacation year due to scheduling requirements shall be paid in cash as soon as possible after the first of January.

Section 4. Complete Month

An employee shall be credited with a complete month of service if he/she works or is on paid leave one-half (½) or more of his/her scheduled work days in any one (1) month. Vacation can be used the next day after it is accrued.

Section 5. Vacation Year

Vacation year for the purpose of accreditation shall be from January 1 to December 31. Each employee entitled to vacation will schedule at least one week of vacation on consecutive days. The balance may be taken in units of not less than one-half (½) credit. Employees who have completed their initial probationary period are not required to use five (5) vacation credits before they may choose to request the use of one (1) or more vacation credits. Employees may take their vacation during the entire vacation year as defined above. An employee shall have the right to take vacation according to his/her City-wide seniority, but an employee shall not be forced to take more than one week's vacation in any six (6) month period.

Scheduling shall be the responsibility of the Division Manager and shall be consistent with an efficient work schedule. The Division Manager shall be responsible for ensuring the employee of verbal notice that vacation has been approved or denied and such notice shall be given within thirty (30) calendar days from the date of the employee's request card is submitted. In the event said notice is not received by an employee pursuant to the above, such vacation shall be considered as approved. Any prescheduled and approved vacation shall not be denied.

Section 6. Non-Prescheduled Vacation

An employee requesting non-prescheduled vacation must submit his/her written request to supervision at least one (1) work day prior to commencement of such leave. This provision may be waived by the Division Manager.

Section 7. Transfer of Credits

If an employee is transferred to another division or department, any unused vacation credits which he/she may have accumulated shall continue to be available for his/her use. In the case of death, resignation, termination, or lay-off of an employee, there shall be paid to him/her, widow/widower or other beneficiary as provided by statute, in addition to back pay then due, an amount that will compensate him/her for vacation leave which has accrued in accordance with this article.

Section 8. Credit Equivalent

Aircraft Rescue Firefighters assigned to the normal fifty (50) hour week and/or forty-eight (48) hour week will be subject to the provisions mentioned above except that the charge for each consecutive on duty of scheduled vacation shall be as follows:

<u>Schedule</u> <u>Day Off</u>	<u>Charge from</u> <u>Vacation Credits</u>
1/3	1
2/3	2
1	3
2	5
3	7
4	9
5	11
6	14
7	15
8	18
9	20
10	22
11	24
12	26
13	28
14	30

ARTICLE 12 SICK LEAVE

Section 1. Accrual

All Aircraft Rescue Firefighters shall accrue sick leave at the rate of one and one-fourth (1-1/4) credits per completed month of service, and any sick leave accrued, but not used or converted in any year as provided for in this Supplemental Agreement, shall be cumulative in succeeding years to a maximum of one hundred and forty (140) credits. Employees who are granted their leave of absence with pay shall continue to accrue sick leave at the regular prescribed rate during such absence, but such accrual shall not be available to employees until return from leave. Sick leave credits will not accrue during periods of suspension or other types of leave without pay.

Aircraft Rescue Firefighters who work the normal fifty (50) hour work week and/or forty-eight (48) hour week shall accumulate sick leave credits in accordance with the following table:

<u>Working Days</u>	<u>Credit</u>
1	No Credit
2 - 3	1/4 Day Credit
4 - 5	1/2 Day Credit
6 - 7	3/4 Day Credit
8 - 9	1-1/4 Day Credit

Section 2. Granting of Sick Leave

An employee eligible for sick leave shall be granted such leave with full normal pay when absent for the following reasons:

- A. Personal illness, pregnancy or physical incapacity.

- B. Illness of a member of an employee's immediate family requiring the employee's personal care and attendance, may be granted in accordance with Personnel Policies and Procedures, Section 5.01 and guidelines established therein. Additional sick leave time for those purposes may be granted upon written recommendation of the attending physician and upon approval of the Department Director.

- C. Enforced quarantine of the employee in accordance with community health regulations.

- D. Where injury leave has expired and the employee must be absent from work for an additional period.

- E. An employee who becomes ill after reporting to work shall report to his/her Division Manager after which the employee may go home, to a physician or to a medical facility. The employee will be charged for the hours lost from work in units of not less than one (1) hourly credit.

Section 3. Reinstatement

An employee who is separated from City service because of non-occupational illness or injury may be reinstated at the same rate of pay received immediately prior to date such illness or injury upon approval or his/her application to return to work, if able to perform the available work, pursuant to the Civil Service rules. Any increments in wages or other benefits shall be recognized for returning employees under this article.

Section 4. Employee's Responsibility

At least one-half (1/2) hour before the starting time of his/her shift, an employee going on sick leave shall report off by calling a designated person or alternate. The call shall be made by the employee if possible. In the case of provable inability to make a phone call, such call shall be made as soon as possible thereafter.

Section 5. Fraction of a Day

- A. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in amounts no smaller than 2 hours.
- B. Separate absences of a fraction of a day which total one day shall be counted as one (1) separate absence.

Section 6. Medical Certification

- A. Sick leave for any length of time may require a medical certification of illness or injury as may be requested by the Department and/or Division Head or their designee, and/or the Employee Relations Division. Medical certification must be presented whenever sick leave is requested for more than three (3) consecutive days (i.e., three (3) eight hour days or two (2) platoon shifts).
- B. If a vacation or personal leave has been previously denied due to scheduling constraints and the employee calls in sick for that day, a medical certification is required to be presented by the employee to Management in order to be on paid sick leave.**

- C. Employees returning from a service connected illness or injury, or a non-service connected injury, and who have utilized sick and/or other authorized leave, will be required to submit a medical certification of their ability to return to restricted or full duty.**
- D. If an employee is removed from their work location by emergency rescue personnel, and/or leaves work to seek medical attention at an urgent care facility and/or an emergency room, said employee may not return to work without a medical certification form returning the employee to restricted or full duty.**
- E.** Management must ask for medical certification on the first day of illness if it is going to ask for it at all, except as already required above or by prior written notification of the employee.
- F.** The employee will use City form S-69-A except for members going to the V.A. Center in which case the City will accept the certificate from the V.A. Center.

Section 7. Reinstatement Credit

An employee who is laid off will, upon reinstatement to service, have any unused sick leave existing at the time of his/her layoff, placed to his/her credit.

Section 8. Conversion of Sick Leave Credits

In any one (1) year, sick leave credits may be converted to not more than five (5) vacation credits, except where accumulation above one hundred twenty-five (125) credits forces conversion of credits in excess of one hundred twenty-five (125) to avoid the loss of those excessive credits. Conversion shall be administrated as follows:

- A.** An employee who has more than thirty (30) sick leave credits may convert up to nine (9) of those credits to vacation credits on the basis of three (3) sick leave credits for one (1) vacation credit, provided a balance of thirty (30) sick leave credits remain.
- B.** If an employee has sixty-six (66) or more sick leave credits, he/she may convert up to fifteen (15) credits to vacation credits on the basis of three (3) sick leave credits for one (1) vacation credit, provided a balance of fifty-one (51) sick leave credits remain. Scheduling of such conversion days off shall be subject to scheduling of the Division Superintendent and the efficient operation of the department.

- C. If an employee has in excess of ninety (90) sick leave credits, he/she may convert up to ten (10) sick leave credits to vacation credits on the basis of two (2) sick leave credits for one (1) vacation credit, provided a balance of ninety (90) sick leave credits remain. Scheduling of such days off shall be subject to the scheduling of the Division Superintendent and the efficient operation of the department.
- D. Those employees having in excess of one hundred twenty-five (125) sick leave credits must convert those credits in excess of one hundred twenty-five (125) at a rate of two (2) sick leave credits for one (1) vacation credit or lose such credits, provided a balance of one hundred twenty-five (125) sick leave credits remain. In no case will more than one hundred twenty-five (125) sick leave credits, after conversion, be recognized. Scheduling of such conversion days off shall be subject to the Division Superintendent and the efficient operation of the department. In no instance shall any employee be credited with more than one hundred forty (140) sick leave credits.
- E. Conversions shall be made based upon the number of sick leave credits earned as of January 1 of each year.
- F. Conversions shall be made during the first two (2) weeks of January of each year in order to facilitate vacation scheduling. An employee may convert at some other time during the year with the approval of the division head.
- G. Conversion privilege may be used provided that the total number of vacation days allowed by Personnel Policy 5.02, Vacation Leave, is not exceeded.
- H. Retirement means an employee is eligible by age and/or service requirements of the Police and Fire Pension System to receive a pension benefit at time of separation from City employment. At retirement, an employee who has from one (1) to one hundred forty (140) sick leave credits may convert them to regular pay. This conversion shall be two (2) sick leave credits for one (1) day regular pay.
- I. If an employee who would otherwise be eligible for retirement benefits dies while still employed, then the benefits under Paragraph "H" will be paid to the deceased employee's estate.
- J. Reconversion may be accomplished by memorandum attached to the employee's Absence and Overtime Record. Reconversion may not exceed the original sick leave to vacation conversion in any given year.

Section 9. Transfer Credit

Upon transfer from one division or department to another, unused sick leave credits shall continue to be available for the transferred employee's use.

Section 10. False Claim

The City reserves the right to withhold benefit payments to any employee who is guilty of submitting a false claim or abuse of privileges covered in this article and may take disciplinary action including discharge.

ARTICLE 15 FUNERAL LEAVE

Section A. Payment for Funeral Leave

Upon the death of a member of the immediate family, paid leave shall be granted for three (3) consecutive calendar days. Proof of death and relationship of the deceased may be requested. The immediate family is defined as his or her spouse, parent, parent-in-law, step- parent, child, step-child, brother, sister, grandparent, grandparent-in-law, grandchild, half- brother, half-sister and brother-in-law or sister-in-law, son-in-law, daughter-in-law, step-sister, step-brother, and guardian. Other relatives living in the same household shall be considered as immediate family. A guardian is one who legally has the care and management of the person or the estate, or both, of a child during its minority.

Section B. Extended Funeral and/or Bereavement Leave

Funeral Leave in excess of three (3) consecutive calendar days granted above may be charged to the accrued sick leave balance. Where sick leave credits are not available, vacation, or leave without pay may be granted. Sick leave used in conjunction with funeral leave shall not be counted as an occurrence against the employee's attendance record.

ARTICLE 26 MISCELLANEOUS

Section E. Uniforms

Employees in the classification of Aircraft Rescue Firefighter shall be paid a uniform allowance of \$15.00 per week paid bi-weekly.

Section F. Common Meal Site

Employees are not permitted to leave the fire station to eat meals. Congregate meals are served in the fire station at a charge equal to the value of the meal.

**SECURITY OFFICERS
SUPPLEMENTAL AGREEMENT**

This Supplemental Agreement is made and entered into the 1st day of June, 2005, by and between the City Manager, on behalf of the City of Dayton, Ohio, hereinafter referred to as the "City" or "Management" and the Dayton Public Service Union, Local 101 Full-Time Security Officers Chapter, Ohio Council 8, American Federation of State, County, and Municipal Employees, A.F.L. - C.I.O., hereinafter referred to as the "Union". The effective date of the Agreement shall be June 1, 2005.

WITNESSETH

It is the mutual desire of Management and the Union to supplement the provisions of the collective bargaining agreement between Management and the Union dated June 1, 2005, hereinafter called the "Agreement". The provisions of this Supplemental Agreement apply only to Security Officers of the City who are part of the bargaining unit as defined under the Recognition of Union Article of this Supplemental Agreement. It is hereby agreed that the following articles of the Agreement are in full force and effect for Full-time Security Officers as contained in the Master Agreement between the City and the Union.

Article 1	Purpose
Article 2	Management's Rights
Article 3	Cooperation
Article 4	Non-Discrimination
Article 5	Recognition of Union
Article 6	Subjects for Bargaining
Article 7	Union Business, Sections 1, 3 through 9
Article 8	Wages
Article 9	Hours of Work and Overtime, Sections 1 through 5
Article 10	Holidays
Article 11	Vacation
Article 12	Sick Leave
Article 13	Leaves of Absence
Article 14	Injury Leave
Article 15	Funeral Leave
Article 16	Military Leave
Article 17	Jury Leave
Article 18	Longevity
Article 19	Insurance
Article 20	Seniority
Article 21	Promotions, Layoff, and Recall
Article 22	Interclassification Transfers
Article 23	Transfers
Article 24	Grievance and Arbitration Procedure
Article 25	Discipline and Dismissal Procedure
Article 26	Miscellaneous, Sections A through D and G through I

Section 7. First Aid Training

Management will ensure that employees covered herein receive annual emergency first aid training.

ARTICLE 26

MISCELLANEOUS

Uniforms

- E. Uniforms as currently provided employees shall be continued for the term of this Agreement. Security Officers must wear uniforms while on duty.

- F. A uniform allowance shall be paid to employees in the classification of Exhibition Center Security Officer. The rate of pay for uniform allowance shall be \$15.00 per week.

**PART-TIME SERVICE & MAINTENANCE WORKERS
SUPPLEMENTAL AGREEMENT**

This Supplemental Agreement is made and entered into the 1st day of June, 2005, by and between the City Manager, on behalf of the City of Dayton, Ohio, hereinafter referred to as the "City" or "Management" and the Dayton Public Service Union, Local 101, City of Dayton Chapter, Ohio Council 8, American Federation of State, County, and Municipal Employees, A.F.L. - C.I.O., hereinafter referred to as the "Union".

WITNESSETH

It is the mutual desire of Management and the Union to supplement the provisions of the collective bargaining agreement between Management and the Union dated June 1, 2005, hereinafter called the "Agreement". The provisions of this Supplemental Agreement apply only to part-time service and maintenance employees of the City who are part of the bargaining unit as defined under the Recognition of Union article of this Supplemental Agreement.

It is hereby agreed that the following articles of the Agreement are in full force and effect for part-time service and maintenance employees.

Article 1	Purpose
Article 2	Management's Rights
Article 3	Cooperation
Article 4	Non-Discrimination
Article 6	Subjects for Bargaining
Article 7	Union Business
Article 16	Military Leave
Article 20	Seniority
Article 24	Grievance and Arbitration Procedure
Article 26	Miscellaneous, Sections A through D, and F through I
Article 27	Subcontracting
Article 28	Modification
Article 30	Fitness for Duty
Article 31	Savings Clause
Article 32	No Strike or Lockout
Article 33	Alternative Placement
Article 34	Health & Safety
Article 35	Labor Management Compensation Committee
Article 36	Duration of Agreement
Article 37	A.F.S.C.M.E. /P.E.O.P.L.E.
Article 38	Labor Management Committee
Article 39	Successor

Class Code	Class Title
6091	Account Clerk B (PT)
6093	Admin. Typist II (PT)
6090	Airport Tour Guide (PT)
6077	Building Attendant I (PT)
6078	Cook (PT)
6081	Exh. Ctr. Fac. Worker I (PT)
6085	Food Program Site Monitor (PT)
6088	Golf Service Worker (PT)
6084	Head Lifesaving Instructor (PT)
6076	Laborer (PT)
6079	Lifesaving Instructor (PT)
0086	Office Worker (PT)
6080	Public Works Environmental Inspector (PT)
6027	Public Works Helper (PT)
4069	Recreation & Parks Aide (PT)
4068	Recreation & Parks Aide - CDL
6082	Recreation Leader II (PT)
6089	Stores Clerk I (PT)

Section 3. "Employees" Defined

The term "employee" or "employees" as used in this Agreement shall refer to those persons in the bargaining unit. The male pronoun or adjective where used wherein refers to the female also unless otherwise indicated.

Section 4. Authorization and Fair-Share

All employees in the bargaining units defined herein who, one hundred and eighty (180) days from the date of hire who are not members in good standing of the Union, are required to pay the Union a Fair-Share fee as a condition of employment and as permitted by the provisions of Section 4117.09 (C) of the Ohio Revised Code. The deduction of the Fair-Share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The Fair-Share fee amount shall be certified to the City by the Secretary Treasurer of the Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this Agreement. The Union will indemnify and save the employment of any benefits under this Agreement. The Union will indemnify, save, and hold the City and its agents and employees harmless from any action growing out of deductions hereunder and commenced by an employee or anyone else against the City or the City and the Union jointly.

At least sixty (60) days prior to June 1, 2007, the parties will re-open the contract for the purpose of negotiating wage rates contained in Article 8, Section 1 of this Agreement. The re-opening of the Agreement for wage rates shall invoke the dispute settlement procedures set forth in O.R.C. Section 4117.14. The results of the negotiation process or any settlement reached between the parties will become effective June 1, 2007.

If Management accepts a negotiated wage offer, a fact-finder's award, a conciliator's award, or is compelled to pay by operation of law, a wage increase for the 2007 wage rates during the Fraternal Order of Police, the International Association of Firefighters, and/or the Building Trades Council successor contract negotiations that is greater than the wage rate negotiated with the Union, Management will provide this wage offer to the Union at the conclusion of the successor contract negotiations with the Fraternal Order of Police, the International Association of Firefighters and the Building Trades Council. The increased wage rate will become effective June 1, 2007.

Section 2. Other Compensation

On June 1, 2006, or the first pay period after June 1, 2006, in addition to the employee's base salary as provided for above, all employees in the bargaining unit shall receive a one-time lump sum payment equal to two (2%) percent of the employee's base annual wage.

Section 3. Working out of Classification

Employees shall not work in a higher paid job classification.

ARTICLE 9 HOURS OF WORK AND OVERTIME

Section 1. Schedule of Hours

The normal schedule of hours will be thirty-five (35) hours per week, with two consecutive days off during the work week.

Section 2. Pay for Overtime

The City will pay overtime at the rate of time and one-half for all hours worked over forty (40) hours in any one work week.

Section 3. Rest Periods

An employee shall be granted two (2) rest periods per work day of fifteen (15) minutes each, one (1) in the first half of the shift and another in the last half of the shift, subject to the scheduling requirements of Management.

ARTICLE 10 HOLIDAYS

Section 1. The following are holidays off without pay:

- New Years Day
- Martin Luther King Day (Third Monday in January)
- Good Friday
- Memorial Day (Last Monday in May)
- Independence Day
- Labor Day
- Day After Thanksgiving
- Day Before Christmas

The following holidays are days off with pay:

- Thanksgiving Day
- Christmas Day

For employees working in a 24 hour/7 day a week operation, except for the Dayton Convention Center and the Department of Parks, Recreation and Culture (applying to Golf & the Recreation Centers only), Management may designate the day of the actual holiday, in lieu of the preceding Friday or following Monday, for holiday observance. If Management designates an alternate holiday observance schedule for a 24 hour/7 day a week operation, the entire affected division will work the alternate holiday observance. The Department of Human Resources will prepare an annual holiday listing for alternate holiday observance setting forth the appropriate day for holiday observance, and the Department of Human Resources will provide a copy of the holiday listing to each affected employee. The holiday observance list will be posted on or before January 1 of each calendar year. Once the holiday observance list is posted, it shall not be modified or changed during the calendar year.

Section 2. Pay for Holidays Worked

Employees required to work on a holiday listed in Section 1, shall be paid at time and one half their normal rate of pay.

Scheduling shall be the responsibility of the Division Manager and shall be consistent with an efficient work schedule. The Superintendent shall be responsible for ensuring the employee of verbal notice that vacation has been approved or denied and such notice shall be given within thirty (30) calendar days from the date of employee selection. In the event said notice is not received by an employee pursuant to the above, such vacation shall be considered approved. Any prescheduled and approved vacation shall not be denied.

Section 5. Transfer of Credits

If an employee is transferred to another division or department, any unused hourly vacation credits which he/she may have accumulated shall continue to be available for his/her use. In the case of death, resignation, termination, or lay-off of an employee, there shall be paid to him/her, widow/widower or other beneficiary as provided by statute, in addition to back pay then due, an amount that will compensate him/her for hourly vacation leave which has accrued in accordance with this article.

ARTICLE 12 SICK LEAVE

Section 1. Accrual

Employees earn sick leave hourly credits at the end of each calendar month based on the number of hours worked during the month. The schedule for earning sick leave credits is:

Less than 60 hours worked per month	-	0 Hours
60 to 119.9 hours worked per month	-	4 Hours
120 or more hours worked per month	-	7 Hours

Section 2. Granting of Sick Leave

An employee eligible for sick leave shall be granted such leave with full normal pay when absent for the following reasons:

- A. Personal illness, pregnancy or physical incapacity.
- B. Illness of a member of an employee's immediate family requiring the employee's personal care and attendance, may be granted in accordance with Personnel Policies and Procedures, Section 5.01 and guidelines established therein. Additional sick leave time for those purposes may be granted upon written recommendation of the attending physician and upon approval of the Department Director.
- C. Enforced quarantine of the employee in accordance with community health regulations.

- D. Where injury leave has expired and the employee must be absent from work for an additional period.
- E. An employee who becomes ill after reporting to work shall report to his/her Division Manager after which the employee may go home, to a physician or to a medical facility. The employee will be charged for the hours lost from work in units of not less than one (1) hourly credit.

Section 3. Reinstatement

An employee who is separated from City service because of non-occupational illness or injury may be reinstated at the same rate of pay received immediately prior to date of such illness or injury upon approval of his/her application to return to work, if able to perform the available work, pursuant to the Civil Service rules. Any increments in wages or other benefits shall be recognized for returning employees under this article.

Section 4. Employee's Responsibility

At least one-half (1/2) hour before the starting time of his/her shift, an employee going on sick leave shall report off by calling a designated person or alternate. The call shall be made by the employee if possible. In the case of provable inability to make a phone call, such call shall be made as soon as possible thereafter.

Section 5. Fraction of a Day

Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in amounts of not less than one (1) hour increments.

Separate absences of a fraction of a day which total one day shall be counted as one (1) separate absence.

Section 6. Medical Certification

- A. Sick leave for any length of time may require a medical certification of illness or injury as may be requested by the Department and/or Division Manager or their designee, and/or the Employee Relations Division. Medical certification must be presented whenever sick leave is requested for more than three (3) consecutive work days**
- B. If a vacation or personal leave has been previously denied due to scheduling constraints and the employee calls in sick for that day, a medical certification is required to be presented by the employee to Management in order to be on paid sick leave.**

- C. Employees returning from a service connected illness or injury, or a non-service connected injury, and who have utilized sick and/or other authorized leave, will be required to submit a medical certification of their ability to return to restricted or full duty.**
- D. If any employee is removed from their work location by emergency rescue personnel, and/or leaves work to seek medical attention at an urgent care facility and/or emergency room, said employee may not return to work without a medical certification form returning the employee to restricted or full duty.**

Section 7. Reinstatement Credit

An employee who is laid off will, upon reinstatement to service, have any unused sick leave existing at the time of his/her layoff, placed to his/her credit.

Section 8. Conversion of Sick Leave Credits

In any one (1) year, sick leave hourly credits may be converted to not more than thirty-five (35) vacation hourly credits, except where accumulation above four hundred ninety (490) sick leave hourly credits forces conversion of credits in excess of four hundred ninety (490) sick leave hourly credits to avoid the loss of those excessive hourly credits. Conversion shall be administered as follows:

- A. An employee who has more than two hundred ten (210) sick leave hourly credits may convert up to sixty-three (63) hours of those credits to vacation hourly credits on the basis of three (3) sick leave hourly credits for one (1) vacation hourly credit, provided a balance of two hundred ten (210) sick leave hourly credits remain.
- B. Those employees having in excess of four hundred six (406) sick leave hourly credits on January 1 of a calendar year must convert sick leave hourly credits in excess of four hundred six (406) at a rate of three (3) sick leave hourly credits to one (1) vacation credit or lose such credits. In no one case will more than four hundred six (406) sick leave hourly credits, after conversion, be recognized. Scheduling of such conversion days off shall be subject to the approval of the Division Superintendent. In no instance shall any employee be credited with more than four hundred ninety (490) sick leave hourly credits.
- C. Conversions shall be made based upon the number of sick leave hourly credits earned as of January 1 of each year.
- D. Conversions shall be made during the first two (2) weeks of January of each year in order to facilitate vacation scheduling. An employee may convert at some other time during the year with the approval of the division head.

- E. Reconversion may be accomplished by memorandum attached to the employee's Absence and Overtime Record. Reconversion may not exceed the original sick leave to vacation conversion in any given year.

Section 9. Transfer Credit

Upon transfer from one division or department to another, unused sick leave hourly credits shall continue to be available for the transferred employee's use.

Section 10. False Claim

The City reserves the right to withhold benefit payments to any employee who is guilty of submitting a false claim or abuse of privileges covered in this article and may take disciplinary action including discharge.

ARTICLE 13 LEAVES OF ABSENCE

Section 1. Leave Without Pay

Leave of absence without pay of up to fifty (50) days may be granted to an employee with the approval of the Department Director. **The fifty (50) calendar days will be used in twenty-five (25) calendar day increments.** The request for such leave must be made in writing by the employee and must state the reason for the absence and length of time needed. This leave may be used for jury duty, educational programs, physical disability, after paid sick leave is exhausted, and for personal reasons.

Family Medical Leave ("FMLA") will be allowed in accordance with federal law and existing Management policy, and employees will not need to use sick leave without pay in thirty (30) calendar day increments for FMLA qualifying leave.

Section 2. Reinstatement

Any increments in wages or other benefits shall be recognized for returning employees under this article.

ARTICLE 14 INJURY LEAVE

Section 1. Service Connected Injury

In the event of a job connected occupational illness or injury wherein the employee reports said injury by the end of the duty day following the incident of illness or injury and where there is no

negligence or violation of standard safety practices on the part of the employee, leave of absence with pay may be granted by the City Manager for up to thirty (30) calendar days. Injury leave will be paid at the rate of full pay.

Recommendations in reference to the extent of leave authorized shall be based upon the advice of the City physician and/or other competent medical authority. The limitations imposed on injury leave shall be considered as limitations on injury leave granted as a result of each incident of service connected illness or injury rather than limitations on leave to be granted in any one calendar year or other unit of time.

Section 2. Workers' Compensation

At the expiration of the injury leave granted, if the employee is still unable to return to work, the employee may avail himself/herself of the accumulated sick leave provisions of this Supplemental Agreement. If the employee is still unable to return to work, payment of normal wages will be stopped and the Bureau of Workers' Compensation will be requested to begin weekly payment under the provisions of the Workers' Compensation Act.

Section 3. Reinstatement

An employee who is separated from City service because of any service connected illness or injury shall be entitled to re-instatement at the same rate of pay received immediately prior to the date of such illness or injury, upon approval of his/her application to return to work, pursuant to Civil Service Rules. Any increments in wages or benefits shall be recognized for returning employees under this article.

Section 4. False Claim

The City reserves the right to withhold benefit payments to any employee who is guilty of submitting a false claim, or abuse of the privileges covered in this article, or working for another employer while on injury leave, and may take disciplinary action including discharge.

ARTICLE 15 FUNERAL LEAVE

- A. Paid leave to attend the funeral of a member of the employee's immediate family shall be granted by Department Directors for three (3) work days. Proof of death and relationship of the deceased may be requested. The immediate family is defined as: spouse, parent, parent-in-law, step-parent, child, step-child, step-brother, step-sister, brother, sister, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and guardian. A guardian is one who legally has the care and management of the person or the estate, or both, of a child during its minority.

- B. If additional time is necessary for an employee to attend the funeral of a member of his/her immediate family as defined in Paragraph "A" above an employee shall be entitled to use fourteen (14) vacation or sick leave hourly credits for this purpose, provided said employee has a balance of fourteen (14) vacation or sick leave hourly credits prior to departure. **Sick leave used in conjunction with funeral leave shall not be counted as an occurrence against the employee's attendance record.**

ARTICLE 17 JURY LEAVE

If required by federal law, an employee will be granted jury leave in conformity with the law.

ARTICLE 19 INSURANCE

Section 1. Coverage

Management will offer bargaining unit employees a choice of one coverage from a HMO or PPO/POS insurance.

Management's contribution to the plan will be limited to the following:

<u>Effective Date</u>	<u>Monthly Single Coverage</u>	<u>Monthly Family Coverage</u>
June 1, 2005	<u>\$229.46</u>	<u>\$449.24</u>

The employee shall authorize a payroll deduction in an amount to cover the difference between Management's contribution and the actual premium costs.

The level of benefits shall not be changed during the term of this contract unless mutually agreed to between the City and the Union.

At least ninety (90) days prior to June 1, 2006, the parties will re-open the contract for the purpose of negotiating the employee's contributions contained in Article 19, Section 1 of this Agreement. The re-opening of the Agreement for the negotiation of employee contributions shall invoke the dispute settlement procedures set forth in O.R.C. Section 4117.14. The results of the negotiation process or any settlement reached between the parties will become effective June 1, 2006.

At least ninety (90) days prior to June 1, 2007, the parties will re-open the contract for the purpose of negotiating the employee's contributions contained in Article 19, Section 1 of this Agreement. The re-opening of the Agreement for the negotiation of employee contributions shall invoke the dispute settlement procedures set forth in O.R.C. Section 4117.14. The results of the negotiation process or any settlement reached between the parties will become effective June 1, 2007.

Section 2. Life Insurance

For employees covered by this supplemental agreement, Management will pay the full cost of the premium toward the purchase of group life insurance in the amount of twelve thousand dollars (\$12,000.00) and accidental death and dismemberment insurance in the amount of twelve thousand dollars (\$12,000.00).

Section 3. Coordination of Benefits

Hospital surgical benefits herein described shall be subject to coordination of benefits in accordance with stipulation of the carrier.

Section 4. Subrogation

If a member incurs covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, carrier shall be subrogated to all of member's right of recovery against said third party to the extent of any and all payments made hereunder by carrier with respect to such illness or injury. The member or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure to carrier such rights of subrogation.

Section 5. Unemployment Compensation

Unemployment shall provide unemployment compensation pursuant to the provisions of the State Unemployment Compensation Act for employees covered herein.

ARTICLE 25 DISCIPLINE AND DISMISSAL PROCEDURE

- A. Disciplinary action shall be only for just cause, however, when the City takes any disciplinary action resulting from Charges against an employee, said action will be initiated no later than thirty-five (35) work days following knowledge by the supervisor of the events upon which the disciplinary action is based. This time limit may be waived by mutual agreement of Management and the Union.

B. When Management suspends, reduces in rank or dismisses an employee, such employee may be conditionally suspended pending hearing thereon. Prior to any suspension, reduction or dismissal, the City shall deliver or mail a copy of the Charges and Specifications to the Regional Director of the Union and the Union President, provided that the Union President is employed by the City of Dayton. The hearing on said Charges and Specifications will be held no sooner than seven (7) calendar days from the date of receipt by either Union official. Should the Union fail to receive a copy of the Charges and Specifications as prescribed herein, the hearing shall be rescheduled by Management. The Charges and Specifications shall state the alleged violations and set the time and place for a hearing before the Department Director or his/her designated representative. Management shall issue its Findings after such disciplinary hearing, but not later than ten (10) days after the close of the Departmental disciplinary hearing.

C. Disciplinary action involving any suspension, a reduction in rank or dismissal by the Department Director, approved by the City Manager, may be appealed by the employee, either independently or through the Union, either to the Civil Service Board in accordance with the City Charter and Civil Service Rules and Regulations, or through the grievance and arbitration procedure set forth in this Agreement, to be introduced at Step 3 where the Division Manager served as the hearing officer, or at Step 4 where the Department director served as the hearing officer.

In no case shall the employee be permitted to appeal any grievance through both the Civil Service Board and the grievance and arbitration procedure.

D. When any disciplinary action listed above is taken, the employee shall have ten (10) calendar days from the effective date of the suspension, reduction or dismissal in which to elect his/her appeal procedure, and such election must be made in writing to the Civil Service Board. If the election is for the grievance and arbitration procedure, it shall include a written waiver of his/her right to appeal to Civil Service and to the courts. If no election is filed, the matter will be considered resolved.

E. In the event the employee submits both a grievance and arbitration procedure election and an appeal to Civil Service, the employee shall be automatically deemed to have elected an appeal to Civil Service only.

F. At any time Management conducts a disciplinary meeting with an employee for the purpose of determining whether or not the employee has committed an infraction which could result in disciplinary action of record (reprimand, suspension, or dismissal), the employee will be entitled to have a Steward present. The right to Steward representation is contingent upon the employee's requesting such representation and is limited to those situations in which the employee reasonably believes the investigation may result in disciplinary action. An employee who requests representation pursuant to this section may require the supervisor to verify in writing that said request was denied or a Steward is not necessary. A copy of the written verification shall be given to the employee immediately after signing by the supervisor or as soon as possible thereafter.

- G. After two (2) years from date of issue, any and all reprimands shall be removed from the employee's records and files and shall not be considered in subsequent determinations of discipline. The City shall send to the Chapter Chairperson, a copy of each reprimand issued to any member of the bargaining unit. Police Department training memos, a record of instruction given and documented, will be retained in file for not more than two (2) years. No progressive disciplinary action will be initiated by Management based on a training memo or counseling that is older than two (2) years. After three (3) years from the date of suspension, a suspension of five (5) days or less shall not be considered in subsequent disciplinary actions and the Charges and Findings shall be removed from an employee's personnel file at his/her written request to the Employee Relations Manager. After four (4) years from the date of suspension, a suspension greater than five (5) days shall not be considered in subsequent disciplinary actions and the Charges and Findings shall be removed from an employee's personnel file at his/her written request to the Employee Relations Manager.
- H. In the event that discipline is rendered against an employee and results in a suspension of five (5) or less days, the employee shall have the option of forfeiting up to thirty-five (35) hours of vacation in a twelve (12) month period. If the employee chooses to forfeit vacation, the forfeiture shall be one hour of vacation for each one hour of the suspension. The forfeiture of vacation will constitute discipline of record, shall be accordingly noted in the employee's personnel file, and shall constitute the final resolution of the departmental charges. No loss of seniority shall occur should the employee choose this option.
- I. The Union and the City recognize the potential benefit and mutual interest of the parties in having a clear and fair corrective action/discipline system. The parties agree through the Labor-Management Steering Committee (LMC) to appoint a LMC subcommittee to focus on, explore, evaluate and discuss the current disciplinary process and possible alternatives. The subcommittee focus group will forward its recommendations and report to the LMC Steering Committee by January 1, 2004. Each party will select its committee members.

ARTICLE 26

MISCELLANEOUS

Uniforms

- E. Uniforms as currently provided to employees shall be continued for the term of this Agreement.

**PART-TIME SECURITY OFFICERS
SUPPLEMENTAL AGREEMENT**

This Supplemental Agreement is made and entered into the 1st day of June, 2005, by and between the City Manager, on behalf of the City of Dayton, Ohio, hereinafter referred to as the "City" or "Management" and the Dayton Public Service Union, Local 101 Part-Time Security Officers Chapter, Ohio Council 8, American Federation of State, County, and Municipal Employees, A.F.L. - C.I.O., hereinafter referred to as the "Union". The effective date of the agreement shall be June 1, 2005.

WITNESSETH

It is the mutual desire of Management and the Union to supplement the provisions of the collective bargaining agreement between Management and the Union dated June 1, 2005, hereinafter called the "Agreement". The provisions of this Supplemental Agreement apply only to part-time Security Officers of the City who are part of the bargaining unit as defined under the Recognition of Union Article of this Supplemental Agreement.

It is hereby agreed that the following articles of the Agreement are in full force and effect for part-time Security Officers.

Article 1	Purpose
Article 2	Management's Rights
Article 3	Cooperation
Article 4	Non-Discrimination
Article 5	Recognition of Union, Sections 1, 3 and 4
Article 6	Subjects for Bargaining
Article 7	Union Business, Sections 3-9
Article 15	Funeral Leave
Article 16	Military Leave
Article 20	Seniority
Article 24	Grievance and Arbitration Procedure
Article 26	Miscellaneous, Sections A through D, F, G, and I
Article 27	Subcontracting
Article 28	Modification
Article 30	Fitness for Duty
Article 31	Savings Clause
Article 32	No Strike or Lockout
Article 33	Alternative Placement

At least sixty (60) days prior to June 1, 2007, the parties will re-open the contract for the purpose of negotiating wage rates contained in Article 8, Section 1 of this Agreement. The re-opening of the Agreement for wage rates shall invoke the dispute settlement procedures set forth in O.R.C. Section 4117.14. The results of the negotiation process or any settlement reached between the parties will become effective June 1, 2007.

If Management accepts a negotiated wage offer, a fact-finder's award, a conciliator's award, or is compelled to pay by operation of law, a wage increase for the 2007 wage rates during the Fraternal Order of Police, the International Association of Firefighters, and/or the Building Trades Council successor contract negotiations that is greater than the wage rate negotiated with the Union, Management will provide this wage offer to the Union at the conclusion of the successor contract negotiations with the Fraternal Order of Police, the International Association of Firefighters and the Building Trades Council. The increased wage rate will become effective June 1, 2007.

Section 2. Other Compensation

On June 1, 2006, or the first pay period after June 1, 2006, in addition to the employee's base salary as provided for above, all employees in the bargaining unit shall receive a one-time lump sum payment equal to two (2%) percent of the employee's base annual wage.

Section 3. Working out of Classification

Employees shall not work in a higher paid job classification.

ARTICLE 9 HOURS OF WORK AND OVERTIME

Section 1. Schedule of Hours

The normal schedule of hours shall be thirty-five (35) hours per week, with two (2) consecutive days off during the work week.

Section 2. Pay for Overtime

The City will pay overtime at the rate of time and one-half for all hours worked over forty (40) hours in any one work week.

Section 3. Rest Periods

An employee shall be granted two (2) rest periods per work day of fifteen (15) minutes each, one (1) in the first half of the shift and another in the last half of the shift, subject to the scheduling requirements of Management.

Section 4. Firearms Qualifications

When Management schedules an employee for firearms qualifications, time spent on their firing range shall be considered as actual time worked and the employee will be paid at their regular straight time rate of pay. Management will schedule firearms training as required by the Convention Center's Security Manual of Procedure.

Section 5. First Aid Training

Management will ensure that employees covered herein receive annual emergency first aid training.

ARTICLE 10 HOLIDAYS

Section 1. Holidays

The following are holidays off without pay:

New Year's Day
Martin Luther King Day (Third Monday in January)
Good Friday
Memorial Day (Last Monday in May)
Independence Day
Labor Day
Day after Thanksgiving
Day before Christmas

The following holidays are days off with pay:

Thanksgiving Day
Christmas Day

For employees working in a 24 hour/7 day a week operation, except for the Dayton Convention Center and the Department of Parks, Recreation and Culture (applying to Golf & the Recreation Centers only), Management may designate the day of the actual holiday, in lieu of the preceding Friday or following Monday, for holiday observance. If Management designates an alternate holiday observance schedule for a 24 hour/7 day a week operation, the entire affected division will work the alternate holiday observance. The Department of Human Resources will prepare an annual holiday listing for alternate holiday observance setting forth the appropriate day for holiday observance, and the Department of Human Resources will provide a copy of the holiday listing to each affected employee. The holiday observance list will be posted on or before January 1 of each calendar year. Once the holiday observance list is posted, it shall not be modified or changed during the calendar year.

Section 2. Pay for Holidays Worked

Employees required to work on a holiday listed in Section 1 shall be paid at time and one half their normal rate of pay.

ARTICLE 11 VACATION

Section 1. Accrual

Employees earn hourly vacation credits at the end of each calendar month based on the number of hours worked during the month. The schedule for earning hourly vacation credits is:

Less than 60 hours worked per month	- 0 hours
60 to 119.9 hours worked per month	- 4 hours
120 or more hours worked per month	- 6 hours

No employee may use accrued hourly vacation credits until after he/she has been employed with the City for six (6) months.

Section 2. Maximum Vacation Credits

The maximum number of hourly vacation credits that may be used during any vacation year is one hundred five (105).

Section 3. Maximum Vacation Accrual

The maximum number of hourly vacation credits that may be carried over from year to year is one hundred five (105). Hourly vacation credits in excess of one hundred five (105) shall be reduced to one hundred five (105) hours at the end of the year. If vacation has been denied by Management and cannot be rescheduled in the vacation year due to scheduling requirements, hourly vacation credits in excess of one hundred five (105) hours shall be paid in cash as soon as possible after the first of January.

Section 4. Vacation Year

Vacation year for the purpose of accreditation shall be from January 1 to December 31. Each employee entitled to vacation will schedule at least thirty-five (35) hours of vacation on consecutive days. The balance may be taken in units of not less than one (1) hour increments.

Employees who have completed their initial probationary period are not required to use thirty-five (35) hourly vacation credits before they may choose to request the use of seven (7) hours or more of vacation credits. Employees may take their vacation during the entire vacation year as defined above. An employee shall have the right to take vacation according to his/her City-wide seniority, but an employee shall not be forced to take more than one week's vacation in any six (6) month period.

Scheduling shall be the responsibility of the Division Manager and shall be consistent with an efficient work schedule. The Division Manager shall be responsible for ensuring the employee of verbal notice that vacation has been approved or denied and such notice shall be given within thirty (30) calendar days from the date the employee's request card is submitted. In the event said notice is not received by an employee pursuant to the above, such vacation shall be considered as approved.

Section 5. Transfer of Credits

If an employee accepts a permanent appointment or is transferred to another division or department, any unused hourly vacation credits which he/she may have accumulated shall continue to be available for his/her use. In the case of death, resignation, termination, or lay-off of an employee, there shall be paid to his/her, widow/widower or other beneficiary as provided by statute due an amount that will compensate him/her for vacation leave which has accrued in accordance with this article.

ARTICLE 12 SICK LEAVE

Section 1. Accrual

Employees earn hourly sick leave credits at the end of each calendar month based on the number of hours worked during the month. The schedule for earning hourly vacation credits is:

Less than 60 hours worked per month	- 0 hours
60 to 119.9 hours worked per month	- 4 hours
120 or more hours worked per month	- 7 hours

Sick leave credits earned but not used are cumulative to a maximum of four hundred ninety (490) hourly credits. Employees who are granted leave with pay shall continue to accrue sick leave at the prescribed rate during such absence, but such accrual shall not be available to employees until they return from leave. Hourly sick leave credits will not accrue during periods of leave without pay or suspension.

Section 2. Granting of Sick Leave

An employee eligible for sick leave shall be granted such leave with full normal pay when absent for the following reasons:

- A. Personal illness, pregnancy or physical incapacity.
- B. Illness of a member of an employee's immediate family requiring the employee's personal care and attendance, may be granted in accordance with Personnel Policies and Procedures, Section 5.01 and guidelines established therein. Additional sick leave time for those purposes may be granted upon written recommendation of the attending physician and upon approval of the Department Director.
- C. Enforced quarantine of the employee in accordance with community health regulations.
- D. Where injury leave has expired and the employee must be absent from work for an additional period.
- E. An employee who becomes ill after reporting to work shall report to his/her Division Manager after which the employee may go home, to a physician or to a medical facility. The employee will be charged for the hours lost from work in units of not less than one (1) hourly credit.

Section 3. Reinstatement

An employee who is separated from City service because of a non-occupational illness or injury may be reinstated at the same rate of pay received immediately prior to date such illness or injury upon approval or his/her application to return to work, if able to perform the available work, pursuant to the Civil Service rules. Any increments in wages or other benefits shall be recognized for returning employees under this article.

Section 4. Employee's Responsibility

At least one-half (1/2) hour before the starting time of his/her shift, an employee going on sick leave shall report off by calling a designated person or alternate **on the first day of absence**. The call shall be made by the employee if possible. In the case of provable inability to make a phone call, such call shall be made as soon as possible thereafter.

Section 5. Fraction of a Day

Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in amounts no smaller than one (1) hour.

Separate absences of a fraction of a day which total one day shall be counted as one (1) separate absence.

Section 6. Medical Certification

- A. Sick leave for any length of time may require a medical certification of illness or injury as may be requested by the Department and/or Division Head or their designee, and/or the Employee Relations Division. Medical certification must be presented whenever sick leave is requested for more than three (3) consecutive work days.
- B. If a vacation or personal leave has been previously denied due to scheduling constraints and the employee calls in sick for that day, a medical certification is required to be presented by the employee to Management in order to be on paid sick leave.**
- C. Employees returning from a service connected illness or injury, or a non-service connected injury, and who have utilized sick and/or other authorized leave, will be required to submit a medical certification of their ability to return to full duty.**
- D. If any employee is removed from their work location by emergency rescue personnel, and/or leaves work to seek medical attention at an urgent care facility and/or emergency room, said employee may not return to work without a medical certification form returning the employee to restricted or full duty.**
- E. Management must ask for medical certification on the first day of illness if it is going to ask for it at all, except as already required by (A) above or by prior written notification of the employee.
- F. The employee will use City form S-69-A except for members going to the V.A. Center in which case the City will accept the certificate from the V.A. Center.

Section 7. Reinstatement Credit

An employee who is laid off will, upon reinstatement to service, have any unused sick leave existing at the time of his/her layoff, placed to his/her credit.

Section 8. Conversion of Sick Leave Credits

In any one (1) year, hourly sick leave credits may be converted to not more than thirty-five (35) vacation hourly credits. Conversion shall be administrated as follows:

- A. An employee who has more than two hundred ten (210) sick leave hourly credits may convert up to sixty-three (63) hours of those credits to vacation hourly credits on the basis of three (3) sick leave hourly credits for one (1) vacation hourly credit, provided a balance of two hundred ten (210) sick leave hourly credits remain. Scheduling of such conversion days off shall be subject to the approval of the Division Manager.
- B. Those employees having in excess of four hundred six (406) sick leave hourly credits on January 1 of a calendar year must convert those sick leave hourly credits in excess of four hundred six (406) at a rate of three (3) sick leave hourly credits to one (1) vacation hourly credit or lose such credits. In no case will more than four hundred six (406) sick leave hourly credits, after conversion, be recognized. Scheduling of such conversion days off shall be subject to the approval of the Division Manager. In no instance shall any employee be credited with more than four hundred ninety (490) sick leave hourly credits.
- C. Conversions shall be made based upon the number of sick leave credits earned as of January 1 of each year.
- D. Conversions shall be made during the first two (2) weeks of January of each year in order to facilitate vacation scheduling. An employee may convert at some other time during the year with the approval of the division head.
- E. Reconversion may be accomplished by memorandum attached to the employee's Absence and Overtime Record. Reconversion may not exceed the original sick leave to vacation conversion in any given year.

Section 9. Transfer Credit

Upon transfer from one division or department to another, unused sick leave credits shall continue to be available for the transferred employee's use.

Section 10. False Claim

The City reserves the right to withhold benefit payments to and take disciplinary action, including discharge, against any employee who is guilty of submitting a false claim, or abusing privileges covered in this article or working for another employer while on sick leave.

ARTICLE 13 LEAVES OF ABSENCE

Section 1. Leave Without Pay

Leave of absence without pay of up to fifty (50) days may be granted to an employee with the approval of the Department Director. **The fifty (50) calendar days will be used in twenty-five (25) calendar day increments.** The request for such leave must be made in writing by the employee and must state the reason for the absence and length of time needed. This leave may be used for jury duty, educational programs, physical disability after paid sick leave is exhausted, and for personal reasons.

Family Medical Leave ("FMLA") will be allowed in accordance with federal law and existing Management policy, and employees will not need to use sick leave without pay in thirty (30) calendar day increments for FMLA qualifying leave.

Section 2. Reinstatement

Any increments in wages or other benefits shall be recognized for returning employees under this article.

ARTICLE 14 INJURY LEAVE

Section 1. Service Connected Injury

In the event of a job connected occupational illness or injury wherein the employee reports said injury by the end of the duty day following the occurrence, and where there is no negligence or violation of standard safety practices on the part of the employee, leave of absence with pay may be granted by the City Manager for up to thirty (30) calendar days. Injury leave will be paid at the rate of full pay. Recommendations in reference to the extent of leave authorized shall be based upon the advice of the City Physician and/or other competent medical authority. The limitations imposed on injury leave shall be considered as limitations on injury leave granted as a result of each incident of service connected illness or injury rather than limitations on leave to be granted in any one calendar year or other unit of time.

Section 2. Workers' Compensation

At the expiration of the injury leave granted, if the employee is still unable to return to work, the employee may avail himself/herself of the accumulated sick leave provisions of this Supplemental Agreement. If the employee is still unable to return to work, payment of normal wages will be stopped and the Bureau of Workers' Compensation will be requested to begin weekly payment under the provisions of the Workers' Compensation Act.

Section 3. Reinstatement

An employee who is separated from City service because of any service connected illness or injury shall be entitled to reinstatement at the same rate of pay received immediately prior to the date of such illness or injury, upon approval of his/her application to return to work, pursuant to Civil Service Rules. Any increments in wages or benefits shall be recognized for returning employees under this article.

Section 4. False Claim

The City reserves the right to withhold benefit payments to any employee who is guilty of submitting a false claim, or abuse of the privileges covered in this article, or working for another employer while on injury leave, and may take disciplinary action including discharge.

ARTICLE 17 JURY LEAVE

If required by Federal law, an employee will be granted leave in conformity with the law.

ARTICLE 19 INSURANCE

Section 1. Coverage

Management will offer bargaining unit employees a choice of one coverage from a HMO or PPO/POS insurance.

Management's contribution to the plan will be limited to the following:

<u>Effective Date</u>	<u>Monthly Single Coverage</u>	<u>Monthly Family Coverage</u>
June 1, 2005	<u>\$229.46</u>	<u>\$449.24</u>

The employee shall authorize a payroll deduction in an amount to cover the difference between Management's contribution and the actual premium costs.

The level of benefits shall not be changed during the term of this contract unless mutually agreed to between the City and the Union.

At least ninety (90) days prior to June 1, 2006, the parties will re-open the contract for the purpose of negotiating the employee's contributions contained in Article 19, Section 1 of this Agreement. The re-opening of the Agreement for the negotiation of employee contributions shall invoke the dispute settlement procedures set forth in O.R.C. Section 4117.14. The results of the negotiation process or any settlement reached between the parties will become effective June 1, 2006.

At least ninety (90) days prior to June 1, 2007, the parties will re-open the contract for the purpose of negotiating the employee's contributions contained in Article 19, Section 1 of this Agreement. The re-opening of the Agreement for the negotiation of employee contributions shall invoke the dispute settlement procedures set forth in O.R.C. Section 4117.14. The results of the negotiation process or any settlement reached between the parties will become effective June 1, 2007.

Section 2. Life Insurance

For employees covered by this supplemental agreement, Management will pay the full cost of the premium toward the purchase of group life insurance in the amount of twelve thousand dollars (\$12,000.00) and accidental death and dismemberment insurance in the amount of twelve thousand dollars (\$12,000.00).

Section 3. Coordination of Benefits

Hospital surgical benefits herein described shall be subject to coordination of benefits in accordance with stipulation of the carrier.

Section 4. Subrogation

If a member incurs covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, carrier shall be subrogated to all of member's right of recovery against said third party to the extent of any and all payments made hereunder by carrier with respect to such illness or injury. The member or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure to carrier such rights of subrogation.

Section 5. Unemployment Compensation

Unemployment shall provide unemployment compensation pursuant to the provisions of the State Unemployment Compensation Act for employees covered herein.

ARTICLE 25 DISCIPLINE AND DISMISSAL PROCEDURE

- A. Disciplinary action shall be only for just cause, however, when the City takes any disciplinary action resulting from Charges against an employee, said action will be initiated no later than thirty-five (35) work days following knowledge by the supervisor of the events upon which the disciplinary action is based. This time limit may be waived by mutual agreement of Management and the Union.
- B. When Management suspends, reduces in rank or dismisses an employee, such employee may be conditionally suspended pending hearing thereon. Prior to any suspension, reduction or dismissal, the City shall deliver or mail a copy of the Charges and Specifications to the Regional Director of the Union and the Union President, provided that the Union President is employed by the City of Dayton. The hearing on said Charges and Specifications will be held no sooner than seven (7) calendar days from the date of receipt by either Union official. Should the Union fail to receive a copy of the Charges and Specifications as prescribed herein, the hearing shall be rescheduled by Management. The Charges and Specifications shall state the alleged violations and set the time and place for a hearing before the Department Director or his/her designated representative. Management shall issue its Findings after such disciplinary hearing, but not later than ten (10) days after the close of the Departmental disciplinary hearing.
- C. Disciplinary action involving any suspension, a reduction in rank or dismissal by the Department Director, approved by the City Manager, may be appealed by the employee, either independently or through the Union, either to the Civil Service Board in accordance with the City Charter and Civil Service Rules and Regulations, or through the grievance and arbitration procedure set forth in this Agreement, to be introduced at Step 3 where the Division Manager served as the hearing officer, or at Step 4 where the Department Director served as the hearing officer.
- In no case shall the employee be permitted to appeal any grievance through both the Civil Service Board and the grievance and arbitration procedure.
- D. When any disciplinary action listed above is taken, the employee shall have ten (10) calendar days from the effective date of the suspension, reduction or dismissal in which to elect his/her appeal procedure, and such election must be made in writing to the Civil Service Board. If the election is for the grievance and arbitration procedure, it shall include a written waiver of his/her right to appeal to Civil Service and to the courts. If no election is filed, the matter will be considered resolved.
- E. In the event the employee submits both a grievance and arbitration procedure election and an appeal to Civil Service, the employee shall be automatically deemed to have elected an appeal to Civil Service only.

- F. At any time Management conducts a disciplinary meeting with an employee for the purpose of determining whether or not the employee has committed an infraction which could result in disciplinary action of record (reprimand, suspension, or dismissal), the employee will be entitled to have a Steward present. The right to Steward representation is contingent upon the employee's requesting such representation and is limited to those situations in which the employee reasonably believes the investigation may result in disciplinary action. An employee who requests representation pursuant to this section may require the supervisor to verify in writing that said request was denied or a Steward is not necessary. A copy of the written verification shall be given to the employee immediately after signing by the supervisor or as soon as possible thereafter.
- G. After two (2) years from date of issue, any and all reprimands shall be removed from the employee's records and files and shall not be considered in subsequent determinations of discipline. The City shall send to the Chapter Chairperson, a copy of each reprimand issued to any member of the bargaining unit. Police Department training memos, a record of instruction given and documented, will be retained in file for not more than two (2) years. No progressive disciplinary action will be initiated by Management based on a training memo or counseling that is older than two (2) years.
- After three (3) years from the date of suspension, a suspension of five (5) days or less shall not be considered in subsequent disciplinary actions and the Charges and Findings shall be removed from an employee's personnel file at his/her written request to the Employee Relations Manager. After four (4) years from the date of suspension, a suspension greater than five (5) days shall not be considered in subsequent disciplinary actions and the Charges and Findings shall be removed from an employee's personnel file at his/her written request to the Employee Relations Manager.
- H. In the event that discipline is rendered against an employee and results in a suspension of five (5) or less days, the employee shall have the option of forfeiting up to thirty-five (35) hours of vacation in a twelve (12) month period. If the employee chooses to forfeit vacation, the forfeiture shall be one hour of vacation for each one hour of the suspension. The forfeiture of vacation will constitute discipline of record, shall be accordingly noted in the employee's personnel file, and shall constitute the final resolution of the departmental charges. No loss of seniority shall occur should the employee choose this option.
- I. The Union and the City recognize the potential benefit and mutual interest of the parties in having a clear and fair corrective action/discipline system. The parties agree through the Labor-Management Steering Committee (LMC) to appoint a LMC subcommittee to focus on, explore, evaluate and discuss the current disciplinary process and possible alternatives. The subcommittee focus group will forward its recommendations and report to the LMC Steering Committee by January 1, 2004. Each party will select its committee members.

ARTICLE 26 MISCELLANEOUS

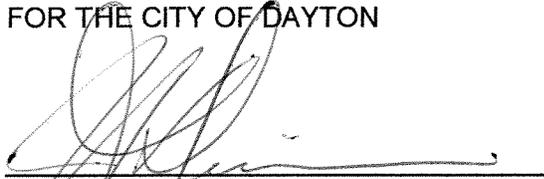
Uniforms

- E. In as currently provided employees shall be continued for the term of this Agreement. Security Officers must wear uniforms while on duty.

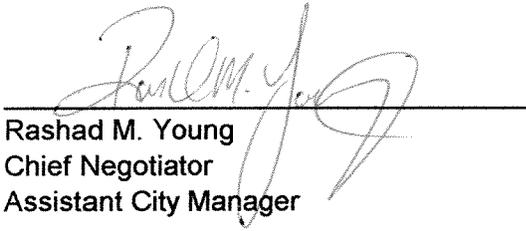
- F. A uniform allowance shall be paid to employees in the classification of Exhibition Center Security Officer. The rate of pay for uniform allowance shall be \$15.00 per week.

In WITNESS WHEREOF, the parties hereto have set their hands this ____ day of September, 2005.

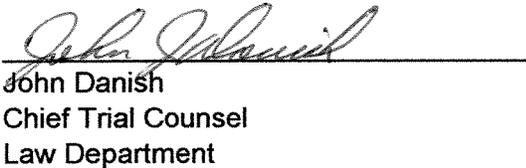
FOR THE CITY OF DAYTON



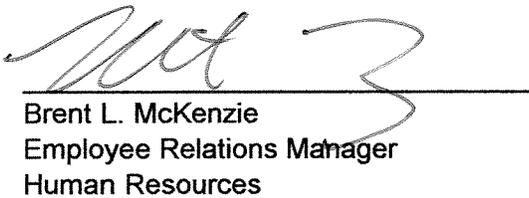
James T. Dinneen
City Manager



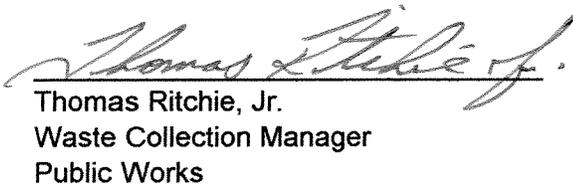
Rashad M. Young
Chief Negotiator
Assistant City Manager



John Danish
Chief Trial Counsel
Law Department



Brent L. McKenzie
Employee Relations Manager
Human Resources



Thomas Ritchie, Jr.
Waste Collection Manager
Public Works

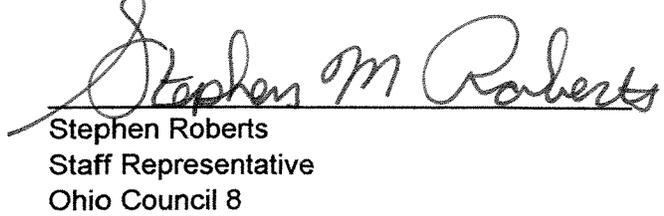


Tammi Clements
Sewer Maintenance Manager
Water Department

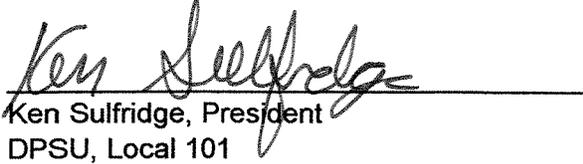
FOR A.F.S.C.M.E. OHIO COUNCIL 8
LOCAL 101



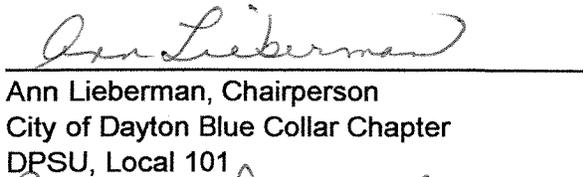
Marcia Knox
Chief Negotiator
Regional Director
Ohio Council 8



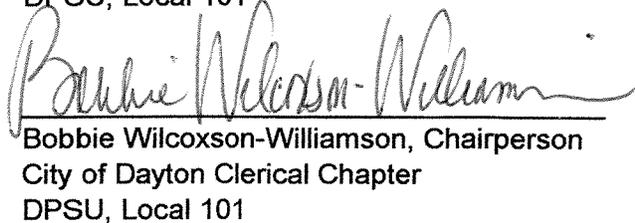
Stephen Roberts
Staff Representative
Ohio Council 8



Ken Sulfridge, President
DPSU, Local 101



Ann Lieberman, Chairperson
City of Dayton Blue Collar Chapter
DPSU, Local 101

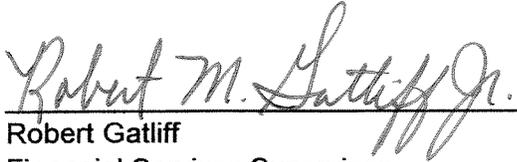


Bobbie Wilcoxson-Williamson, Chairperson
City of Dayton Clerical Chapter
DPSU, Local 101

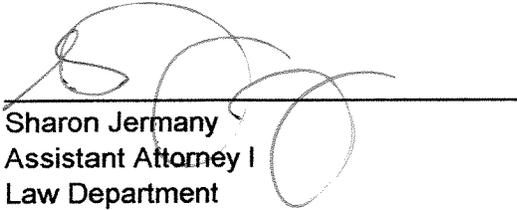


Ruth Ritchie, Secretary Treasurer
DPSU, Local 101

FOR THE CITY OF DAYTON



Robert Gatliff
Financial Services Supervisor
Finance Department



Sharon Jermamy
Assistant Attorney I
Law Department



Bart Schidecker
Budget Systems Technician
Management & Budget



Tina Corley
Executive Secretary
Human Resources

**CITY OF DAYTON
GRADE RATE SCHEDULE SALARY AND WAGE**

EFFECTIVE JUNE 1, 2005

GRADE	BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
101	HOUR	11.63	12.00	12.35	12.77	13.45	14.35	14.58	14.80	15.05	15.35
	WEEK	465.20	480.00	494.00	510.80	538.00	574.00	583.20	592.00	602.00	614.00
	YEAR	24,190.40	24,960.00	25,688.00	26,561.60	27,976.00	29,848.00	30,326.40	30,784.00	31,304.00	31,928.00
102	HOUR	11.78	12.16	12.54	12.98	13.46	14.58	14.80	15.05	15.35	15.57
	WEEK	471.20	486.40	501.60	519.20	538.40	583.20	592.00	602.00	614.00	622.80
	YEAR	24,502.40	25,292.80	26,083.20	26,998.40	27,996.80	30,326.40	30,784.00	31,304.00	31,928.00	32,385.60
103	HOUR	12.04	12.39	12.77	13.21	13.65	14.80	15.05	15.35	15.57	15.87
	WEEK	481.60	495.60	510.80	528.40	546.00	592.00	602.00	614.00	622.80	634.80
	YEAR	25,043.20	25,771.20	26,561.60	27,476.80	28,392.00	30,784.00	31,304.00	31,928.00	32,385.60	33,009.60
104	HOUR	12.20	12.58	12.96	13.43	13.91	15.05	15.35	15.57	15.87	16.19
	WEEK	488.00	503.20	518.40	537.20	556.40	602.00	614.00	622.80	634.80	647.60
	YEAR	25,376.00	26,166.40	26,956.80	27,934.40	28,932.80	31,304.00	31,928.00	32,385.60	33,009.60	33,675.20
105	HOUR	12.44	12.83	13.24	13.68	14.16	15.35	15.57	15.87	16.19	16.45
	WEEK	497.60	513.20	529.60	547.20	566.40	614.00	622.80	634.80	647.60	658.00
	YEAR	25,875.20	26,686.40	27,539.20	28,454.40	29,452.80	31,928.00	32,385.60	33,009.60	33,675.20	34,216.00
106	HOUR	12.70	13.08	13.49	13.97	14.44	15.57	15.87	16.19	16.45	16.86
	WEEK	508.00	523.20	539.60	558.80	577.60	622.80	634.80	647.60	658.00	674.40
	YEAR	26,416.00	27,206.40	28,059.20	29,057.60	30,035.20	32,385.60	33,009.60	33,675.20	34,216.00	35,068.80
107	HOUR	12.87	13.27	13.68	14.16	14.68	15.87	16.19	16.45	16.86	17.26
	WEEK	514.80	530.80	547.20	566.40	587.20	634.80	647.60	658.00	674.40	690.40
	YEAR	26,769.60	27,601.60	28,454.40	29,452.80	30,534.40	33,009.60	33,675.20	34,216.00	35,068.80	35,900.80

NOTE: The length of time required to serve in each step shall be as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
6 MOS.	6 MOS.	12 MOS.	-----						

**CITY OF DAYTON
GRADE RATE SCHEDULE SALARY AND WAGE**

EFFECTIVE JUNE 1, 2005

GRADE	BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
108	HOUR	13.19	13.60	14.00	14.46	14.97	16.19	16.45	16.86	17.26	17.54
	WEEK	527.60	544.00	560.00	578.40	598.80	647.60	658.00	674.40	690.40	701.60
	YEAR	27,435.20	28,288.00	29,120.00	30,076.80	31,137.60	33,675.20	34,216.00	35,068.80	35,900.80	36,483.20
109	HOUR	13.45	13.87	14.31	14.80	15.32	16.45	16.86	17.26	17.54	17.94
	WEEK	538.00	554.80	572.40	592.00	612.80	658.00	674.40	690.40	701.60	717.60
	YEAR	27,976.00	28,849.60	29,764.80	30,784.00	31,865.60	34,216.00	35,068.80	35,900.80	36,483.20	37,315.20
110	HOUR	13.65	14.11	14.51	15.00	15.57	16.86	17.26	17.54	17.94	18.32
	WEEK	546.00	564.40	580.40	600.00	622.80	674.40	690.40	701.60	717.60	732.80
	YEAR	28,392.00	29,348.80	30,180.80	31,200.00	32,385.60	35,068.80	35,900.80	36,483.20	37,315.20	38,105.60
111	HOUR	13.97	14.41	14.88	15.38	15.93	17.26	17.54	17.94	18.32	18.76
	WEEK	558.80	576.40	595.20	615.20	637.20	690.40	701.60	717.60	732.80	750.40
	YEAR	29,057.60	29,972.80	30,950.40	31,990.40	33,134.40	35,900.80	36,483.20	37,315.20	38,105.60	39,020.80
112	HOUR	14.37	14.81	15.30	15.82	16.41	17.54	17.94	18.32	18.76	19.20
	WEEK	574.80	592.40	612.00	632.80	656.40	701.60	717.60	732.80	750.40	768.00
	YEAR	29,889.60	30,804.80	31,824.00	32,905.60	34,132.80	36,483.20	37,315.20	38,105.60	39,020.80	39,936.00
113	HOUR	14.66	15.09	15.53	16.08	16.65	17.94	18.32	18.76	19.20	19.71
	WEEK	586.40	603.60	621.20	643.20	666.00	717.60	732.80	750.40	768.00	788.40
	YEAR	30,492.80	31,387.20	32,302.40	33,446.40	34,632.00	37,315.20	38,105.60	39,020.80	39,936.00	40,996.80
114	HOUR	14.95	15.42	15.88	16.44	16.99	18.32	18.76	19.20	19.71	20.09
	WEEK	598.00	616.80	635.20	657.60	679.60	732.80	750.40	768.00	788.40	803.60
	YEAR	31,096.00	32,073.60	33,030.40	34,195.20	35,339.20	38,105.60	39,020.80	39,936.00	40,996.80	41,787.20

NOTE: The length of time required to serve in each step shall be as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
6 MOS.	6 MOS.	12 MOS.	-----						

**CITY OF DAYTON
GRADE RATE SCHEDULE SALARY AND WAGE**

EFFECTIVE JUNE 1, 2005

GRADE	BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
115	HOUR	15.32	15.81	16.30	16.88	17.43	18.76	19.20	19.71	20.09	20.63
	WEEK	612.80	632.40	652.00	675.20	697.20	750.40	768.00	788.40	803.60	825.20
	YEAR	31,865.60	32,884.80	33,904.00	35,110.40	36,254.40	39,020.80	39,936.00	40,996.80	41,787.20	42,910.40
116	HOUR	15.71	16.18	16.66	17.26	17.86	19.20	19.71	20.09	20.63	21.14
	WEEK	628.40	647.20	666.40	690.40	714.40	768.00	788.40	803.60	825.20	845.60
	YEAR	32,676.80	33,654.40	34,652.80	35,900.80	37,148.80	39,936.00	40,996.80	41,787.20	42,910.40	43,971.20
117	HOUR	16.05	16.52	17.04	17.69	18.29	19.71	20.09	20.63	21.14	21.76
	WEEK	642.00	660.80	681.60	707.60	731.60	788.40	803.60	825.20	845.60	870.40
	YEAR	33,384.00	34,361.60	35,443.20	36,795.20	38,043.20	40,996.80	41,787.20	42,910.40	43,971.20	45,260.80
118	HOUR	16.49	17.00	17.54	18.16	18.77	20.09	20.63	21.14	21.76	22.34
	WEEK	659.60	680.00	701.60	726.40	750.80	803.60	825.20	845.60	870.40	893.60
	YEAR	34,299.20	35,360.00	36,483.20	37,772.80	39,041.60	41,787.20	42,910.40	43,971.20	45,260.80	46,467.20
119	HOUR	16.90	17.42	17.96	18.63	19.22	20.63	21.14	21.76	22.34	22.93
	WEEK	676.00	696.80	718.40	745.20	768.80	825.20	845.60	870.40	893.60	917.20
	YEAR	35,152.00	36,233.60	37,356.80	38,750.40	39,977.60	42,910.40	43,971.20	45,260.80	46,467.20	47,694.40
120	HOUR	17.32	17.85	18.41	19.13	19.75	21.14	21.76	22.34	22.93	23.56
	WEEK	692.80	714.00	736.40	765.20	790.00	845.60	870.40	893.60	917.20	942.40
	YEAR	36,025.60	37,128.00	38,292.80	39,790.40	41,080.00	43,971.20	45,260.80	46,467.20	47,694.40	49,004.80
121	HOUR	17.76	18.32	18.88	19.55	20.27	21.76	22.34	22.93	23.56	24.27
	WEEK	710.40	732.80	755.20	782.00	810.80	870.40	893.60	917.20	942.40	970.80
	YEAR	36,940.80	38,105.60	39,270.40	40,664.00	42,161.60	45,260.80	46,467.20	47,694.40	49,004.80	50,481.60

NOTE: The length of time required to serve in each step shall be as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
6 MOS.	6 MOS.	12 MOS.	-----						

**CITY OF DAYTON
GRADE RATE SCHEDULE SALARY AND WAGE**

EFFECTIVE JUNE 1, 2005

GRADE	BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
122	HOUR	18.32	18.86	19.47	20.12	20.84	22.34	22.93	23.56	24.27	24.90
	WEEK	732.80	754.40	778.80	804.80	833.60	893.60	917.20	942.40	970.80	996.00
	YEAR	38,105.60	39,228.80	40,497.60	41,849.60	43,347.20	46,467.20	47,694.40	49,004.80	50,481.60	51,792.00
123	HOUR	18.66	19.20	19.79	20.51	21.19	22.64	23.24	23.86	24.50	25.15
	WEEK	746.40	768.00	791.60	820.40	847.60	905.60	929.60	954.40	980.00	1,006.00
	YEAR	38,812.80	39,936.00	41,163.20	42,660.80	44,075.20	47,091.20	48,339.20	49,628.80	50,960.00	52,312.00
124	HOUR	18.79	19.39	20.02	20.70	21.43	22.93	23.56	24.27	24.90	25.67
	WEEK	751.60	775.60	800.80	828.00	857.20	917.20	942.40	970.80	996.00	1,026.80
	YEAR	39,083.20	40,331.20	41,641.60	43,056.00	44,574.40	47,694.40	49,004.80	50,481.60	51,792.00	53,393.60
125	HOUR	19.97	20.60	21.20	21.99	22.77	24.29	24.95	25.67	26.42	27.22
	WEEK	798.80	824.00	848.00	879.60	910.80	971.60	998.00	1,026.80	1,056.80	1,088.80
	YEAR	41,537.60	42,848.00	44,096.00	45,739.20	47,361.60	50,523.20	51,896.00	53,393.60	54,953.60	56,617.60

NOTE: The length of time required to serve in each step shall be as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
6 MOS.	6 MOS.	12 MOS.	-----						

**CITY OF DAYTON
GRADE RATE SCHEDULE SALARY AND WAGE**

EFFECTIVE JUNE 1, 2006

GRADE	BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
101	HOUR	11.63	12.00	12.35	12.77	13.45	14.35	14.58	14.80	15.05	15.35
	WEEK	465.20	480.00	494.00	510.80	538.00	574.00	583.20	592.00	602.00	614.00
	YEAR	24,190.40	24,960.00	25,688.00	26,561.60	27,976.00	29,848.00	30,326.40	30,784.00	31,304.00	31,928.00
	LUMP SUM	\$ 483.81	\$ 499.20	\$ 513.76	\$ 531.23	\$ 559.52	\$ 596.96	\$ 606.53	\$ 615.68	\$ 626.08	\$ 638.56
102	HOUR	11.78	12.16	12.54	12.98	13.46	14.58	14.80	15.05	15.35	15.57
	WEEK	471.20	486.40	501.60	519.20	538.40	583.20	592.00	602.00	614.00	622.80
	YEAR	24,502.40	25,292.80	26,083.20	26,998.40	27,996.80	30,326.40	30,784.00	31,304.00	31,928.00	32,385.60
	LUMP SUM	\$ 490.05	\$ 505.86	\$ 521.66	\$ 539.97	\$ 559.94	\$ 606.53	\$ 615.68	\$ 626.08	\$ 638.56	\$ 647.71
103	HOUR	12.04	12.39	12.77	13.21	13.65	14.80	15.05	15.35	15.57	15.87
	WEEK	481.60	495.60	510.80	528.40	546.00	592.00	602.00	614.00	622.80	634.80
	YEAR	25,043.20	25,771.20	26,561.60	27,476.80	28,392.00	30,784.00	31,304.00	31,928.00	32,385.60	33,009.60
	LUMP SUM	\$ 500.86	\$ 515.42	\$ 531.23	\$ 549.54	\$ 567.84	\$ 615.68	\$ 626.08	\$ 638.56	\$ 647.71	\$ 660.19
104	HOUR	12.20	12.58	12.96	13.43	13.91	15.05	15.35	15.57	15.87	16.19
	WEEK	488.00	503.20	518.40	537.20	556.40	602.00	614.00	622.80	634.80	647.60
	YEAR	25,376.00	26,166.40	26,956.80	27,934.40	28,932.80	31,304.00	31,928.00	32,385.60	33,009.60	33,675.20
	LUMP SUM	\$ 507.52	\$ 523.33	\$ 539.14	\$ 558.69	\$ 578.66	\$ 626.08	\$ 638.56	\$ 647.71	\$ 660.19	\$ 673.50
105	HOUR	12.44	12.83	13.24	13.68	14.16	15.35	15.57	15.87	16.19	16.45
	WEEK	497.60	513.20	529.60	547.20	566.40	614.00	622.80	634.80	647.60	658.00
	YEAR	25,875.20	26,686.40	27,539.20	28,454.40	29,452.80	31,928.00	32,385.60	33,009.60	33,675.20	34,216.00
	LUMP SUM	\$ 517.50	\$ 533.73	\$ 550.78	\$ 569.09	\$ 589.06	\$ 638.56	\$ 647.71	\$ 660.19	\$ 673.50	\$ 684.32
106	HOUR	12.70	13.08	13.49	13.97	14.44	15.57	15.87	16.19	16.45	16.86
	WEEK	508.00	523.20	539.60	558.80	577.60	622.80	634.80	647.60	658.00	674.40
	YEAR	26,416.00	27,206.40	28,059.20	29,057.60	30,035.20	32,385.60	33,009.60	33,675.20	34,216.00	35,068.80
	LUMP SUM	\$ 528.32	\$ 544.13	\$ 561.18	\$ 581.15	\$ 600.70	\$ 647.71	\$ 660.19	\$ 673.50	\$ 684.32	\$ 701.38
107	HOUR	12.87	13.27	13.68	14.16	14.68	15.87	16.19	16.45	16.86	17.26
	WEEK	514.80	530.80	547.20	566.40	587.20	634.80	647.60	658.00	674.40	690.40
	YEAR	26,769.60	27,601.60	28,454.40	29,452.80	30,534.40	33,009.60	33,675.20	34,216.00	35,068.80	35,900.80
	LUMP SUM	\$ 535.39	\$ 552.03	\$ 569.09	\$ 589.06	\$ 610.69	\$ 660.19	\$ 673.50	\$ 684.32	\$ 701.38	\$ 718.02

NOTE: The length of time required to serve in each step shall be as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
6 MOS.	6 MOS.	12 MOS.	-----						

**CITY OF DAYTON
GRADE RATE SCHEDULE SALARY AND WAGE**

EFFECTIVE JUNE 1, 2006

GRADE	BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
108	HOUR	13.19	13.60	14.00	14.46	14.97	16.19	16.45	16.86	17.26	17.54
	WEEK	527.60	544.00	560.00	578.40	598.80	647.60	658.00	674.40	690.40	701.60
	YEAR	27,435.20	28,288.00	29,120.00	30,076.80	31,137.60	33,675.20	34,216.00	35,068.80	35,900.80	36,483.20
	LUMP SUM	\$ 548.70	\$ 565.76	\$ 582.40	\$ 601.54	\$ 622.75	\$ 673.50	\$ 684.32	\$ 701.38	\$ 718.02	\$ 729.66
109	HOUR	13.45	13.87	14.31	14.80	15.32	16.45	16.86	17.26	17.54	17.94
	WEEK	538.00	554.80	572.40	592.00	612.80	658.00	674.40	690.40	701.60	717.60
	YEAR	27,976.00	28,849.60	29,764.80	30,784.00	31,865.60	34,216.00	35,068.80	35,900.80	36,483.20	37,315.20
	LUMP SUM	\$ 559.52	\$ 576.99	\$ 595.30	\$ 615.68	\$ 637.31	\$ 684.32	\$ 701.38	\$ 718.02	\$ 729.66	\$ 746.30
110	HOUR	13.65	14.11	14.51	15.00	15.57	16.86	17.26	17.54	17.94	18.32
	WEEK	546.00	564.40	580.40	600.00	622.80	674.40	690.40	701.60	717.60	732.80
	YEAR	28,392.00	29,348.80	30,180.80	31,200.00	32,385.60	35,068.80	35,900.80	36,483.20	37,315.20	38,105.60
	LUMP SUM	\$ 567.84	\$ 586.98	\$ 603.62	\$ 624.00	\$ 647.71	\$ 701.38	\$ 718.02	\$ 729.66	\$ 746.30	\$ 762.11
111	HOUR	13.97	14.41	14.88	15.38	15.93	17.26	17.54	17.94	18.32	18.76
	WEEK	558.80	576.40	595.20	615.20	637.20	690.40	701.60	717.60	732.80	750.40
	YEAR	29,057.60	29,972.80	30,950.40	31,990.40	33,134.40	35,900.80	36,483.20	37,315.20	38,105.60	39,020.80
	LUMP SUM	\$ 581.15	\$ 599.46	\$ 619.01	\$ 639.81	\$ 662.69	\$ 718.02	\$ 729.66	\$ 746.30	\$ 762.11	\$ 780.42
112	HOUR	14.37	14.81	15.30	15.82	16.41	17.54	17.94	18.32	18.76	19.20
	WEEK	574.80	592.40	612.00	632.80	656.40	701.60	717.60	732.80	750.40	768.00
	YEAR	29,889.60	30,804.80	31,824.00	32,905.60	34,132.80	36,483.20	37,315.20	38,105.60	39,020.80	39,936.00
	LUMP SUM	\$ 597.79	\$ 616.10	\$ 636.48	\$ 658.11	\$ 682.66	\$ 729.66	\$ 746.30	\$ 762.11	\$ 780.42	\$ 798.72
113	HOUR	14.66	15.09	15.53	16.08	16.65	17.94	18.32	18.76	19.20	19.71
	WEEK	586.40	603.60	621.20	643.20	666.00	717.60	732.80	750.40	768.00	788.40
	YEAR	30,492.80	31,387.20	32,302.40	33,446.40	34,632.00	37,315.20	38,105.60	39,020.80	39,936.00	40,996.80
	LUMP SUM	\$ 609.86	\$ 627.74	\$ 646.05	\$ 668.93	\$ 692.64	\$ 746.30	\$ 762.11	\$ 780.42	\$ 798.72	\$ 819.94
114	HOUR	14.95	15.42	15.88	16.44	16.99	18.32	18.76	19.20	19.71	20.09
	WEEK	598.00	616.80	635.20	657.60	679.60	732.80	750.40	768.00	788.40	803.60
	YEAR	31,096.00	32,073.60	33,030.40	34,195.20	35,339.20	38,105.60	39,020.80	39,936.00	40,996.80	41,787.20
	LUMP SUM	\$ 621.92	\$ 641.47	\$ 660.61	\$ 683.90	\$ 706.78	\$ 762.11	\$ 780.42	\$ 798.72	\$ 819.94	\$ 835.74

NOTE: The length of time required to serve in each step shall be as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
6 MOS.	6 MOS.	12 MOS.	-----						

**CITY OF DAYTON
GRADE RATE SCHEDULE SALARY AND WAGE**

EFFECTIVE JUNE 1, 2006

GRADE	BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
115	HOUR	15.32	15.81	16.30	16.88	17.43	18.76	19.20	19.71	20.09	20.63
	WEEK	612.80	632.40	652.00	675.20	697.20	750.40	768.00	788.40	803.60	825.20
	YEAR	31,865.60	32,884.80	33,904.00	35,110.40	36,254.40	39,020.80	39,936.00	40,996.80	41,787.20	42,910.40
	LUMP SUM	\$ 637.31	\$ 657.70	\$ 678.08	\$ 702.21	\$ 725.09	\$ 780.42	\$ 798.72	\$ 819.94	\$ 835.74	\$ 858.21
116	HOUR	15.71	16.18	16.66	17.26	17.86	19.20	19.71	20.09	20.63	21.14
	WEEK	628.40	647.20	666.40	690.40	714.40	768.00	788.40	803.60	825.20	845.60
	YEAR	32,676.80	33,654.40	34,652.80	35,900.80	37,148.80	39,936.00	40,996.80	41,787.20	42,910.40	43,971.20
	LUMP SUM	\$ 653.54	\$ 673.09	\$ 693.06	\$ 718.02	\$ 742.98	\$ 798.72	\$ 819.94	\$ 835.74	\$ 858.21	\$ 879.42
117	HOUR	16.05	16.52	17.04	17.69	18.29	19.71	20.09	20.63	21.14	21.76
	WEEK	642.00	660.80	681.60	707.60	731.60	788.40	803.60	825.20	845.60	870.40
	YEAR	33,384.00	34,361.60	35,443.20	36,795.20	38,043.20	40,996.80	41,787.20	42,910.40	43,971.20	45,260.80
	LUMP SUM	\$ 667.68	\$ 687.23	\$ 708.86	\$ 735.90	\$ 760.86	\$ 819.94	\$ 835.74	\$ 858.21	\$ 879.42	\$ 905.22
118	HOUR	16.49	17.00	17.54	18.16	18.77	20.09	20.63	21.14	21.76	22.34
	WEEK	659.60	680.00	701.60	726.40	750.80	803.60	825.20	845.60	870.40	893.60
	YEAR	34,299.20	35,360.00	36,483.20	37,772.80	39,041.60	41,787.20	42,910.40	43,971.20	45,260.80	46,467.20
	LUMP SUM	\$ 685.98	\$ 707.20	\$ 729.66	\$ 755.46	\$ 780.83	\$ 835.74	\$ 858.21	\$ 879.42	\$ 905.22	\$ 929.34
119	HOUR	16.90	17.42	17.96	18.63	19.22	20.63	21.14	21.76	22.34	22.93
	WEEK	676.00	696.80	718.40	745.20	768.80	825.20	845.60	870.40	893.60	917.20
	YEAR	35,152.00	36,233.60	37,356.80	38,750.40	39,977.60	42,910.40	43,971.20	45,260.80	46,467.20	47,694.40
	LUMP SUM	\$ 703.04	\$ 724.67	\$ 747.14	\$ 775.01	\$ 799.55	\$ 858.21	\$ 879.42	\$ 905.22	\$ 929.34	\$ 953.89
120	HOUR	17.32	17.85	18.41	19.13	19.75	21.14	21.76	22.34	22.93	23.56
	WEEK	692.80	714.00	736.40	765.20	790.00	845.60	870.40	893.60	917.20	942.40
	YEAR	36,025.60	37,128.00	38,292.80	39,790.40	41,080.00	43,971.20	45,260.80	46,467.20	47,694.40	49,004.80
	LUMP SUM	\$ 720.51	\$ 742.56	\$ 765.86	\$ 795.81	\$ 821.60	\$ 879.42	\$ 905.22	\$ 929.34	\$ 953.89	\$ 980.10
121	HOUR	17.76	18.32	18.88	19.55	20.27	21.76	22.34	22.93	23.56	24.27
	WEEK	710.40	732.80	755.20	782.00	810.80	870.40	893.60	917.20	942.40	970.80
	YEAR	36,940.80	38,105.60	39,270.40	40,664.00	42,161.60	45,260.80	46,467.20	47,694.40	49,004.80	50,481.60
	LUMP SUM	\$ 738.82	\$ 762.11	\$ 785.41	\$ 813.28	\$ 843.23	\$ 905.22	\$ 929.34	\$ 953.89	\$ 980.10	\$ 1,009.63

NOTE: The length of time required to serve in each step shall be as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
6 MOS.	6 MOS.	12 MOS.	12 MOS.	12 MOS.	12 MOS.	12 MOS.	12 MOS.	12 MOS.	-----

**CITY OF DAYTON
GRADE RATE SCHEDULE SALARY AND WAGE**

EFFECTIVE JUNE 1, 2006

GRADE BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
122										
HOUR	18.32	18.86	19.47	20.12	20.84	22.34	22.93	23.56	24.27	24.90
WEEK	732.80	754.40	778.80	804.80	833.60	893.60	917.20	942.40	970.80	996.00
YEAR	38,105.60	39,228.80	40,497.60	41,849.60	43,347.20	46,467.20	47,694.40	49,004.80	50,481.60	51,792.00
LUMP SUM	\$ 762.11	\$ 784.58	\$ 809.95	\$ 836.99	\$ 866.94	\$ 929.34	\$ 953.89	\$ 980.10	\$ 1,009.63	\$ 1,035.84
123										
HOUR	18.66	19.20	19.79	20.51	21.19	22.64	23.24	23.86	24.50	25.15
WEEK	746.40	768.00	791.60	820.40	847.60	905.60	929.60	954.40	980.00	1,006.00
YEAR	38,812.80	39,936.00	41,163.20	42,660.80	44,075.20	47,091.20	48,339.20	49,628.80	50,960.00	52,312.00
LUMP SUM	\$ 776.26	\$ 798.72	\$ 823.26	\$ 853.22	\$ 881.50	\$ 941.82	\$ 966.78	\$ 992.58	\$ 1,019.20	\$ 1,046.24
124										
HOUR	18.79	19.39	20.02	20.70	21.43	22.93	23.56	24.27	24.90	25.67
WEEK	751.60	775.60	800.80	828.00	857.20	917.20	942.40	970.80	996.00	1,026.80
YEAR	39,083.20	40,331.20	41,641.60	43,056.00	44,574.40	47,694.40	49,004.80	50,481.60	51,792.00	53,393.60
LUMP SUM	\$ 781.66	\$ 806.62	\$ 832.83	\$ 861.12	\$ 891.49	\$ 953.89	\$ 980.10	\$ 1,009.63	\$ 1,035.84	\$ 1,067.87
125										
HOUR	19.97	20.60	21.20	21.99	22.77	24.29	24.95	25.67	26.42	27.22
WEEK	798.80	824.00	848.00	879.60	910.80	971.60	998.00	1,026.80	1,056.80	1,088.80
YEAR	41,537.60	42,848.00	44,096.00	45,739.20	47,361.60	50,523.20	51,896.00	53,393.60	54,953.60	56,617.60
LUMP SUM	\$ 830.75	\$ 856.96	\$ 881.92	\$ 914.78	\$ 947.23	\$ 1,010.46	\$ 1,037.92	\$ 1,067.87	\$ 1,099.07	\$ 1,132.35

NOTE: The length of time required to serve in each step shall be as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
6 MOS.	6 MOS.	12 MOS.	-----						

**CITY OF DAYTON
GRADE RATE SCHEDULE
CLERICAL AND TECHNICAL**

EFFECTIVE JUNE 1, 2005

GRADE BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
10 HOUR	11.72	12.10	12.45	14.05	14.80	15.03	15.30	15.47
WEEK	468.80	484.00	498.00	562.00	592.00	601.20	612.00	618.80
YEARLY	24,377.60	25,168.00	25,896.00	29,224.00	30,784.00	31,262.40	31,824.00	32,177.60
11 HOUR	11.87	12.24	12.64	14.29	15.03	15.30	15.47	15.82
WEEK	474.80	489.60	505.60	571.60	601.20	612.00	618.80	632.80
YEARLY	24,689.60	25,459.20	26,291.20	29,723.20	31,262.40	31,824.00	32,177.60	32,905.60
12 HOUR	12.07	12.43	12.81	14.51	15.30	15.47	15.82	16.03
WEEK	482.80	497.20	512.40	580.40	612.00	618.80	632.80	641.20
YEARLY	25,105.60	25,854.40	26,644.80	30,180.80	31,824.00	32,177.60	32,905.60	33,342.40
13 HOUR	12.31	12.69	13.07	14.72	15.47	15.82	16.03	16.30
WEEK	492.40	507.60	522.80	588.80	618.80	632.80	641.20	652.00
YEARLY	25,604.80	26,395.20	27,185.60	30,617.60	32,177.60	32,905.60	33,342.40	33,904.00
14 HOUR	12.45	12.84	13.26	14.94	15.82	16.03	16.30	16.60
WEEK	498.00	513.60	530.40	597.60	632.80	641.20	652.00	664.00
YEARLY	25,896.00	26,707.20	27,580.80	31,075.20	32,905.60	33,342.40	33,904.00	34,528.00
15 HOUR	12.71	13.11	13.52	15.28	16.03	16.30	16.60	16.91
WEEK	508.40	524.40	540.80	611.20	641.20	652.00	664.00	676.40
YEARLY	26,436.80	27,268.80	28,121.60	31,782.40	33,342.40	33,904.00	34,528.00	35,172.80
16 HOUR	12.98	13.39	13.82	15.46	16.30	16.60	16.91	17.33
WEEK	519.20	535.60	552.80	618.40	652.00	664.00	676.40	693.20
YEARLY	26,998.40	27,851.20	28,745.60	32,156.80	33,904.00	34,528.00	35,172.80	36,046.40
17 HOUR	13.26	13.65	14.11	15.80	16.60	16.91	17.33	17.57
WEEK	530.40	546.00	564.40	632.00	664.00	676.40	693.20	702.80
YEARLY	27,580.80	28,392.00	29,348.80	32,864.00	34,528.00	35,172.80	36,046.40	36,545.60
18 HOUR	13.47	13.91	14.33	16.08	16.91	17.33	17.57	17.96
WEEK	538.80	556.40	573.20	643.20	676.40	693.20	702.80	718.40
YEARLY	28,017.60	28,932.80	29,806.40	33,446.40	35,172.80	36,046.40	36,545.60	37,356.80
19 HOUR	13.76	14.19	14.64	16.37	17.33	17.57	17.96	18.30
WEEK	550.40	567.60	585.60	654.80	693.20	702.80	718.40	732.00
YEARLY	28,620.80	29,515.20	30,451.20	34,049.60	36,046.40	36,545.60	37,356.80	38,064.00
20 HOUR	14.00	14.44	14.91	16.70	17.57	17.96	18.30	18.71
WEEK	560.00	577.60	596.40	668.00	702.80	718.40	732.00	748.40
YEARLY	29,120.00	30,035.20	31,012.80	34,736.00	36,545.60	37,356.80	38,064.00	38,916.80

NOTE: The length of time required to serve in each step shall be as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
6 MOS.	6 MOS.	12 MOS.	-----				

**CITY OF DAYTON
GRADE RATE SCHEDULE
CLERICAL AND TECHNICAL**

EFFECTIVE JUNE 1, 2005

GRADE BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
21 HOUR	14.35	14.80	15.28	16.99	17.96	18.30	18.71	19.13
WEEK	574.00	592.00	611.20	679.60	718.40	732.00	748.40	765.20
YEARLY	29,848.00	30,784.00	31,782.40	35,339.20	37,356.80	38,064.00	38,916.80	39,790.40
22 HOUR	14.62	15.06	15.51	17.36	18.30	18.71	19.13	19.53
WEEK	584.80	602.40	620.40	694.40	732.00	748.40	765.20	781.20
YEARLY	30,409.60	31,324.80	32,260.80	36,108.80	38,064.00	38,916.80	39,790.40	40,622.40
23 HOUR	14.96	15.44	15.91	17.74	18.71	19.13	19.53	19.96
WEEK	598.40	617.60	636.40	709.60	748.40	765.20	781.20	798.40
YEARLY	31,116.80	32,115.20	33,092.80	36,899.20	38,916.80	39,790.40	40,622.40	41,516.80
24 HOUR	15.30	15.80	16.29	18.06	19.13	19.53	19.96	20.39
WEEK	612.00	632.00	651.60	722.40	765.20	781.20	798.40	815.60
YEARLY	31,824.00	32,864.00	33,883.20	37,564.80	39,790.40	40,622.40	41,516.80	42,411.20
25 HOUR	15.62	16.18	16.67	18.40	19.53	19.96	20.39	20.81
WEEK	624.80	647.20	666.80	736.00	781.20	798.40	815.60	832.40
YEARLY	32,489.60	33,654.40	34,673.60	38,272.00	40,622.40	41,516.80	42,411.20	43,284.80
29 HOUR	17.00	17.63	18.22	20.11	21.37	22.14	22.28	22.73
WEEK	680.00	705.20	728.80	804.40	854.80	885.60	891.20	909.20
YEARLY	35,360.00	36,670.40	37,897.60	41,828.80	44,449.60	46,051.20	46,342.40	47,278.40

NOTE: The length of time required to serve in each step shall be as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
6 MOS.	6 MOS.	12 MOS.	-----				

**CITY OF DAYTON
GRADE RATE SCHEDULE
CLERICAL AND TECHNICAL**

EFFECTIVE JUNE 1, 2006

GRADE BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
10 HOUR	11.72	12.10	12.45	14.05	14.80	15.03	15.30	15.47
WEEK	468.80	484.00	498.00	562.00	592.00	601.20	612.00	618.80
YEARLY	24,377.60	25,168.00	25,896.00	29,224.00	30,784.00	31,262.40	31,824.00	32,177.60
LUMP SUM	\$ 487.55	\$ 503.36	\$ 517.92	\$ 584.48	\$ 615.68	\$ 625.25	\$ 636.48	\$ 643.55
11 HOUR	11.87	12.24	12.64	14.29	15.03	15.30	15.47	15.82
WEEK	474.80	489.60	505.60	571.60	601.20	612.00	618.80	632.80
YEARLY	24,689.60	25,459.20	26,291.20	29,723.20	31,262.40	31,824.00	32,177.60	32,905.60
LUMP SUM	\$ 493.79	\$ 509.18	\$ 525.82	\$ 594.46	\$ 625.25	\$ 636.48	\$ 643.55	\$ 658.11
12 HOUR	12.07	12.43	12.81	14.51	15.30	15.47	15.82	16.03
WEEK	482.80	497.20	512.40	580.40	612.00	618.80	632.80	641.20
YEARLY	25,105.60	25,854.40	26,644.80	30,180.80	31,824.00	32,177.60	32,905.60	33,342.40
LUMP SUM	\$ 502.11	\$ 517.09	\$ 532.90	\$ 603.62	\$ 636.48	\$ 643.55	\$ 658.11	\$ 666.85
13 HOUR	12.31	12.69	13.07	14.72	15.47	15.82	16.03	16.30
WEEK	492.40	507.60	522.80	588.80	618.80	632.80	641.20	652.00
YEARLY	25,604.80	26,395.20	27,185.60	30,617.60	32,177.60	32,905.60	33,342.40	33,904.00
LUMP SUM	\$ 512.10	\$ 527.90	\$ 543.71	\$ 612.35	\$ 643.55	\$ 658.11	\$ 666.85	\$ 678.08
14 HOUR	12.45	12.84	13.26	14.94	15.82	16.03	16.30	16.60
WEEK	498.00	513.60	530.40	597.60	632.80	641.20	652.00	664.00
YEARLY	25,896.00	26,707.20	27,580.80	31,075.20	32,905.60	33,342.40	33,904.00	34,528.00
LUMP SUM	\$ 517.92	\$ 534.14	\$ 551.62	\$ 621.50	\$ 658.11	\$ 666.85	\$ 678.08	\$ 690.56
15 HOUR	12.71	13.11	13.52	15.28	16.03	16.30	16.60	16.91
WEEK	508.40	524.40	540.80	611.20	641.20	652.00	664.00	676.40
YEARLY	26,436.80	27,268.80	28,121.60	31,782.40	33,342.40	33,904.00	34,528.00	35,172.80
LUMP SUM	\$ 528.74	\$ 545.38	\$ 562.43	\$ 635.65	\$ 666.85	\$ 678.08	\$ 690.56	\$ 703.46
16 HOUR	12.98	13.39	13.82	15.46	16.30	16.60	16.91	17.33
WEEK	519.20	535.60	552.80	618.40	652.00	664.00	676.40	693.20
YEARLY	26,998.40	27,851.20	28,745.60	32,156.80	33,904.00	34,528.00	35,172.80	36,046.40
LUMP SUM	\$ 539.97	\$ 557.02	\$ 574.91	\$ 643.14	\$ 678.08	\$ 690.56	\$ 703.46	\$ 720.93
17 HOUR	13.26	13.65	14.11	15.80	16.60	16.91	17.33	17.57
WEEK	530.40	546.00	564.40	632.00	664.00	676.40	693.20	702.80
YEARLY	27,580.80	28,392.00	29,348.80	32,864.00	34,528.00	35,172.80	36,046.40	36,545.60
LUMP SUM	\$ 551.62	\$ 567.84	\$ 586.98	\$ 657.28	\$ 690.56	\$ 703.46	\$ 720.93	\$ 730.91
18 HOUR	13.47	13.91	14.33	16.08	16.91	17.33	17.57	17.96
WEEK	538.80	556.40	573.20	643.20	676.40	693.20	702.80	718.40
YEARLY	28,017.60	28,932.80	29,806.40	33,446.40	35,172.80	36,046.40	36,545.60	37,356.80
LUMP SUM	\$ 560.35	\$ 578.66	\$ 596.13	\$ 668.93	\$ 703.46	\$ 720.93	\$ 730.91	\$ 747.14
19 HOUR	13.76	14.19	14.64	16.37	17.33	17.57	17.96	18.30
WEEK	550.40	567.60	585.60	654.80	693.20	702.80	718.40	732.00
YEARLY	28,620.80	29,515.20	30,451.20	34,049.60	36,046.40	36,545.60	37,356.80	38,064.00
LUMP SUM	\$ 572.42	\$ 590.30	\$ 609.02	\$ 680.99	\$ 720.93	\$ 730.91	\$ 747.14	\$ 761.28

NOTE: The length of time required to serve in each step shall be as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
6 MOS.	6 MOS.	12 MOS.	-----				

**CITY OF DAYTON
GRADE RATE SCHEDULE
CLERICAL AND TECHNICAL**

EFFECTIVE JUNE 1, 2006

GRADE BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
20 HOUR	14.00	14.44	14.91	16.70	17.57	17.96	18.30	18.71
WEEK	560.00	577.60	596.40	668.00	702.80	718.40	732.00	748.40
YEARLY	29,120.00	30,035.20	31,012.80	34,736.00	36,545.60	37,356.80	38,064.00	38,916.80
LUMP SUM	\$ 582.40	\$ 600.70	\$ 620.26	\$ 694.72	\$ 730.91	\$ 747.14	\$ 761.28	\$ 778.34
21 HOUR	14.35	14.80	15.28	16.99	17.96	18.30	18.71	19.13
WEEK	574.00	592.00	611.20	679.60	718.40	732.00	748.40	765.20
YEARLY	29,848.00	30,784.00	31,782.40	35,339.20	37,356.80	38,064.00	38,916.80	39,790.40
LUMP SUM	\$ 596.96	\$ 615.68	\$ 635.65	\$ 706.78	\$ 747.14	\$ 761.28	\$ 778.34	\$ 795.81
22 HOUR	14.62	15.06	15.51	17.36	18.30	18.71	19.13	19.53
WEEK	584.80	602.40	620.40	694.40	732.00	748.40	765.20	781.20
YEARLY	30,409.60	31,324.80	32,260.80	36,108.80	38,064.00	38,916.80	39,790.40	40,622.40
LUMP SUM	\$ 608.19	\$ 626.50	\$ 645.22	\$ 722.18	\$ 761.28	\$ 778.34	\$ 795.81	\$ 812.45
23 HOUR	14.96	15.44	15.91	17.74	18.71	19.13	19.53	19.96
WEEK	598.40	617.60	636.40	709.60	748.40	765.20	781.20	798.40
YEARLY	31,116.80	32,115.20	33,092.80	36,899.20	38,916.80	39,790.40	40,622.40	41,516.80
LUMP SUM	\$ 622.34	\$ 642.30	\$ 661.86	\$ 737.98	\$ 778.34	\$ 795.81	\$ 812.45	\$ 830.34
24 HOUR	15.30	15.80	16.29	18.06	19.13	19.53	19.96	20.39
WEEK	612.00	632.00	651.60	722.40	765.20	781.20	798.40	815.60
YEARLY	31,824.00	32,864.00	33,883.20	37,564.80	39,790.40	40,622.40	41,516.80	42,411.20
LUMP SUM	\$ 636.48	\$ 657.28	\$ 677.66	\$ 751.30	\$ 795.81	\$ 812.45	\$ 830.34	\$ 848.22
25 HOUR	15.62	16.18	16.67	18.40	19.53	19.96	20.39	20.81
WEEK	624.80	647.20	666.80	736.00	781.20	798.40	815.60	832.40
YEARLY	32,489.60	33,654.40	34,673.60	38,272.00	40,622.40	41,516.80	42,411.20	43,284.80
LUMP SUM	\$ 649.79	\$ 673.09	\$ 693.47	\$ 765.44	\$ 812.45	\$ 830.34	\$ 848.22	\$ 865.70
29 HOUR	17.00	17.63	18.22	20.11	21.37	22.14	22.28	22.73
WEEK	680.00	705.20	728.80	804.40	854.80	885.60	891.20	909.20
YEARLY	35,360.00	36,670.40	37,897.60	41,828.80	44,449.60	46,051.20	46,342.40	47,278.40
LUMP SUM	\$ 707.20	\$ 733.41	\$ 757.95	\$ 836.58	\$ 888.99	\$ 921.02	\$ 926.85	\$ 945.57

NOTE: The length of time required to serve in each step shall be as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
6 MOS.	6 MOS.	12 MOS.	————				