AGREEMENT BETWEEN

THE CITY OF DAYTON, OHIO

and

THE DAYTON PUBLIC SERVICE UNION
LOCAL NO. 101
A.F.S.C.M.E. OHIO COUNCIL 8

MASTER AGREEMENT
AIRCRAFT RESCUE FIREFIGHTERS SUPPLEMENTAL AGREEMENT
PART-TIME SERVICE AND MAINTENANCE WORKERS AND PART-TIME
SECURITY OFFICERS SUPPLEMENTAL AGREEMENT

EFFECTIVE: NOVEMBER 1, 2020
THROUGH OCTOBER 31, 2023
This page left intentionally blank for printing purposes.
INDEX

<table>
<thead>
<tr>
<th>ARTICLE 1</th>
<th>PURPOSE</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 2</td>
<td>MANAGEMENT’S RIGHTS</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 3</td>
<td>COOPERATION</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 4</td>
<td>NON-DISCRIMINATION</td>
<td>4</td>
</tr>
<tr>
<td>Section 1</td>
<td>Non-Discrimination</td>
<td>4</td>
</tr>
<tr>
<td>Section 2</td>
<td>Non-Discrimination Pledge</td>
<td>4</td>
</tr>
<tr>
<td>Section 3</td>
<td>Cooperation</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 5</td>
<td>RECOGNITION OF UNION/UNION SECURITY</td>
<td>5</td>
</tr>
<tr>
<td>Section 1</td>
<td>Bargaining Rights</td>
<td>5</td>
</tr>
<tr>
<td>Section 2</td>
<td>Units Defined</td>
<td>5</td>
</tr>
<tr>
<td>Section 3</td>
<td>“Employee” Defined</td>
<td>5</td>
</tr>
<tr>
<td>Section 4</td>
<td>Union Dues Deduction Authorization</td>
<td>5</td>
</tr>
<tr>
<td>Section 5</td>
<td>Union Membership Revocation/Maintenance of Membership</td>
<td>6</td>
</tr>
<tr>
<td>Section 6</td>
<td>Union Dues Revocation</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 6</td>
<td>SUBJECTS FOR BARGAINING</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 7</td>
<td>UNION BUSINESS</td>
<td>8</td>
</tr>
<tr>
<td>Section 1</td>
<td>Stewards</td>
<td>8</td>
</tr>
<tr>
<td>Section 2</td>
<td>Chief Stewards</td>
<td>8</td>
</tr>
<tr>
<td>Section 3</td>
<td>Staff Representative</td>
<td>8</td>
</tr>
<tr>
<td>Section 4</td>
<td>Chapter Chairperson or Vice-Chairperson</td>
<td>8</td>
</tr>
<tr>
<td>Section 5</td>
<td>Authorization</td>
<td>9</td>
</tr>
<tr>
<td>Section 6</td>
<td>Employment Information</td>
<td>9</td>
</tr>
<tr>
<td>Section 7</td>
<td>Areas of Activity of the Union President</td>
<td>9</td>
</tr>
<tr>
<td>Section 8</td>
<td>Paid Leave for Union Activity</td>
<td>9</td>
</tr>
<tr>
<td>Section 9</td>
<td>Bargaining Committee</td>
<td>10</td>
</tr>
<tr>
<td>Section 10</td>
<td>Employee Orientation</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE 8</td>
<td>WAGES</td>
<td>11</td>
</tr>
<tr>
<td>Section 1</td>
<td>Rates</td>
<td>11</td>
</tr>
<tr>
<td>Section 2</td>
<td>Job Description</td>
<td>11</td>
</tr>
<tr>
<td>Section 3</td>
<td>Plus Rating</td>
<td>11</td>
</tr>
<tr>
<td>Section 4</td>
<td>Standby Pay</td>
<td>12</td>
</tr>
<tr>
<td>Section 5</td>
<td>Shift Differential</td>
<td>12</td>
</tr>
<tr>
<td>Section 6</td>
<td>Promotional Rate</td>
<td>13</td>
</tr>
<tr>
<td>Section 7</td>
<td>Wage Deduction</td>
<td>13</td>
</tr>
<tr>
<td>Section 8</td>
<td>Cost Savings Days (CSDs)</td>
<td>13</td>
</tr>
<tr>
<td>ARTICLE 9</td>
<td>HOURS OF WORK AND OVERTIME</td>
<td>15</td>
</tr>
<tr>
<td>Section 1</td>
<td>Schedule of Hours</td>
<td>15</td>
</tr>
<tr>
<td>Section 2</td>
<td>Pay for Overtime</td>
<td>15</td>
</tr>
<tr>
<td>Section 3</td>
<td>Call-In Pay</td>
<td>16</td>
</tr>
<tr>
<td>Section 4</td>
<td>Meal Allowance</td>
<td>16</td>
</tr>
</tbody>
</table>
ARTICLE 10  HOLIDAYS  .................................................................................................................. 18

Section 1.  Holidays .......................................................................................................................... 18
Section 2.  AFSCME Workers’ Memorial Day ................................................................................. 18
Section 3.  Holiday Falls on Weekend ............................................................................................. 18
Section 4.  Day Before and Day After ............................................................................................. 18
Section 5.  Pay for Holidays ........................................................................................................... 19
Section 6.  Religious Observance .................................................................................................... 19
Section 7.  Family/Personal Leave Day .......................................................................................... 19

ARTICLE 11  VACATION .................................................................................................................. 20

Section 1.  Vacation and Supplementary Accrual ......................................................................... 20
Section 2.  Maximum Vacation Credits .......................................................................................... 20
Section 3.  Over Two Hundred Forty (240) Hourly Vacation Credits ............................................. 20
Section 4.  Complete Month ............................................................................................................ 20
Section 5.  Vacation Year ................................................................................................................ 20
Section 6.  Non-Prescheduled Vacation .......................................................................................... 21
Section 7.  Transfer of Credits ........................................................................................................ 21

ARTICLE 12  SICK LEAVE ............................................................................................................. 22

Section 1.  Accrual ............................................................................................................................ 22
Section 2.  Granting of Sick Leave .................................................................................................. 22
Section 3.  Reinstatement ............................................................................................................... 22
Section 4.  Employee’s Responsibility .............................................................................................. 23
Section 5.  Fraction of a Day ............................................................................................................ 23
Section 6.  Medical Certification ..................................................................................................... 23
Section 7.  Reinstatement Credit .................................................................................................... 24
Section 8.  Conversion of Sick Leave Credits .................................................................................. 24
Section 9.  Transfer Credit ............................................................................................................... 26
Section 10. False Claim ................................................................................................................... 26

ARTICLE 13  LEAVES OF ABSENCE .......................................................................................... 27

Section 1.  Sick Leave Without Pay ................................................................................................ 27
Section 2.  Leave Without Pay for Personal Reasons ...................................................................... 27
Section 3.  Reinstatement ............................................................................................................... 27

ARTICLE 14  INJURY LEAVE ........................................................................................................ 28

Section 1.  Service Connected Injury .............................................................................................. 28
Section 2.  Workers’ Compensation ............................................................................................... 29
Section 3.  Reinstatement ............................................................................................................... 29
Section 4.  False Claim .................................................................................................................... 30

ARTICLE 15  FUNERAL LEAVE ..................................................................................................... 31

ARTICLE 16  MILITARY LEAVE .................................................................................................. 32

Section 1.  Physical Examination ................................................................................................... 32
Section 2.  Short-term Military Leave ............................................................................................. 32
Section 3.  Extended Military Leave ............................................................................................... 32
Section 4.  Employment Severance ............................................................................................... 33
ARTICLE 17  JURY LEAVE .................................................................................................................. 34
ARTICLE 18   LONGEVITY .................................................................................................................. 35

ARTICLE 19   INSURANCE ................................................................................................................. 36
Section 1.A.   Coverage ...................................................................................................................... 36
Section 1.B.   Employer Partially Funded Health Savings Accounts & Health Reimbursement Accounts ................................................................................................................. 36
Section 1.C.   Incentive to Waive Health Care Coverage .................................................................. 37
Section 1.D.   Insurance Co-Pays ...................................................................................................... 37
Section 1.E.   Cost Containment Plan Design Changes ..................................................................... 38
Section 2.   Dental Plan ...................................................................................................................... 38
Section 3.   Vision Care Plan ............................................................................................................ 38
Section 4.   Life Insurance ................................................................................................................. 38
Section 5.   Coordination of Benefits ............................................................................................... 38
Section 6.   Subrogation .................................................................................................................... 38
Section 7.   Unemployment Compensation ....................................................................................... 38
Section 8.   Health Care Committee ................................................................................................. 39

ARTICLE 20   SENIORITY .................................................................................................................... 40

ARTICLE 21   PROMOTIONS, LAYOFFS, AND RECALLS ................................................................. 41
Section 1.   Civil Service Rules .......................................................................................................... 41
Section 2.   Layoffs and Recalls ........................................................................................................ 41

ARTICLE 22   INTERCLASSIFICATION TRANSFERS ....................................................................... 42

ARTICLE 23   TRANSFERS ................................................................................................................... 43

ARTICLE 24   GRIEVANCES AND ARBITRATION PROCEDURE ....................................................... 44
Step 1.  44
Step 2.  44
Step 3.  45
Step 4.  45
Step 5. Arbitration Procedure ........................................................................................................... 46

ARTICLE 25   DISCIPLINE AND DISMISSAL PROCEDURE ............................................................ 49

ARTICLE 26   MISCELLANEOUS .......................................................................................................... 52

ARTICLE 27   SUBCONTRACTING ..................................................................................................... 53

ARTICLE 28   MODIFICATION ............................................................................................................ 54

ARTICLE 29   PERFORMANCE EVALUATION ................................................................................... 55

ARTICLE 30   FITNESS FOR DUTY ..................................................................................................... 56
Section 1.   Drug and Alcohol Testing ............................................................................................... 56
Section 2.   Discipline and Due Process ............................................................................................ 56
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.
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 their membership or non-membership in the Union or their 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, sexual orientation, gender identity, 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, and ordinances that do not conflict with the provisions of this Agreement.
ARTICLE 5  RECOGNITION OF UNION/UNION SECURITY

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. Union Dues Deduction Authorization

All employees in the bargaining units defined herein who, one hundred and eighty (180) days from the date of hire are members in good standing of the Union, are required to pay the Union a dues deduction as permitted by the provisions of Section 4117.09 (C) of the Ohio Revised Code. 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 City will deduct from the wages the regular monthly Union dues of 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, 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 bargaining unit members from whom deductions were not made, the name, address, and social security number of each employee;
C. The name of each Union member whose name has been dropped from the prior check off list and the reason for the omission.

**Section 5. Union Membership Revocation/Maintenance of Membership**

Employees who are members of the union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.

**Section 6. Union Dues Revocation**

Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of employees’ dues checkoff authorization cards are available from the Union upon request.
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 Director of Human Resources (“HR Director”) 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 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 two (2) Chief Stewards, 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 they 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 their 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 Chairpersons or Vice-Chairpersons 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. This information will be transmitted electronically.

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 HR Director. The HR Director shall immediately contact the Union President, and their work supervisor to provide for the president's participation in the resolution of said problem. The Union President shall be released from their 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 HR Director 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. Bargaining Committee**

The bargaining committee of the Union 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 HR Director 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 may be present at orientation sessions conducted by the Department of Human Resources and may make a presentation.
ARTICLE 8        WAGES

Section 1. Rates

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

Effective Date

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2021</td>
<td>0% increase across the board for all steps and all classifications</td>
</tr>
<tr>
<td>January 1, 2022</td>
<td>Reopener per Article 36</td>
</tr>
<tr>
<td>January 1, 2023</td>
<td>Reopener per Article 36</td>
</tr>
</tbody>
</table>

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

If Management accepts a negotiated wage offer or any other new monetary incentive (i.e., signing bonus, etc.), a fact-finder’s award, a conciliator’s award, or is compelled to pay by operation of law, a wage increase for the 2021-2023 wage rates during the Fraternal Order of Police, the International Association of Firefighters, and/or the Building Trades Council successor contract negotiations, or offers to City non-represented employees a wage rate that is greater than the wage rate negotiated with the Union, Management will provide this wage offer or any other new monetary incentive to the Union at the conclusion of the successor contract negotiations with the Fraternal Order of Police, the International Association of Firefighters and/or the Building Trades Council. The increased wage rate or any other new monetary incentive will become effective January 1 of the relevant year.

Section 2. American Rescue Plan Lump Sum Payment

On or about July 1, 2021, or the first pay period after July 1, 2021, all employees in the bargaining unit, who were hired on or before May 1, 2021, and who are on payroll as July 1, 2021, shall receive a one-time American Rescue Plan Lump Sum Payment equal to two thousand ($2,000.00) dollars. The lump-sum payment is not considered a percent of pay and will not be pensionable by the Ohio Public Employees Retirement System.

Section 32. Job Descriptions

When a new job description is established by the City or when permanent and substantial changes in an existing classification’s job content occur, the Union may grieve the rate of pay assigned to the position by presentation of a grievance at the third step. The City will mail/deliver the Union a copy of the job description 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 descriptions 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 job descriptions of employees who do not perform their regular duties because of inclement weather or because temporarily there is not sufficient regular work.

Section 43. 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 a premium of four (4%) percent above their current hourly rate in accordance with Personnel Policy 4.02 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 their 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 4.02 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.

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 54. Standby Pay

Employees will be paid for their continuous availability 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 in to
work, but the employee will receive payment for all other time spent on standby in accordance with A above.

C. Determination of the need for “standby” shall be made by supervisory personnel.

D. Supervisory personnel in each division will establish the appropriate six (6) hour periods and post the list of time blocks.

**Section 65. 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 ($0.35) per hour for all hours worked for employees on the second shift and forty-five cents ($0.45) per hour for all hours worked 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 76. 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.

**Section 87. Wage Deduction**

The City shall deduct the equivalent of twelve point three two (12.32) forty (40) hours of compensation from the pay check of each full-time bargaining unit member, except Building Attendants or Aviation Facility Workers at the Dayton International Airport, during the 2021 calendar year. Deductions shall be made in equal installments on a bi-weekly basis beginning on the employee’s first payroll after January 1, 2021, and ending in the last payroll period ending April 2021 in December 2021. These deductions will equate to 1.54 hours of pay for each pay period from January 1, 2021, through April 2021 in 2021. This deduction shall not impact the required number of hours worked for each employee. The City will cease these wage deductions after deducting twelve point three two (12.32) hours from any full-time employee.

**Section 98. Cost Savings Days (CSDs)**

Each bargaining unit member, who was on hired or on payroll prior to April 11, 2021, except Building
Attendants or Aviation Facility Workers at the Dayton International Airport, shall receive five (5) paid
CSDs to be used during the 2021 calendar year. Any CSDs not used before December 31, 2021,
shall be lost, and the employee shall not receive any compensation for unused CSDs. Any employee
who retires or resigns from the City on or before December 31, 2021, shall repay all compensation
paid on account of the use of these CSDs that exceeds their payroll deduction described in Section
7 above. Any unused CSDs will not be paid out if an employee leaves City employment. The CSDs
shall only be granted in complete day increments. The CSDs will be the first five (5) complete leave
days used by each full-time bargaining unit employees as vacation or sick leave. If the CSD is used
as a sick leave day, Management may not deny the request and it will not constitute a sick
occurrence, and the request does not require 24-hour prior approval.

An employee requesting a CSD must submit their written request to supervision at least twenty-
four (24) hours prior to commencement of such leave. This 24-hour time-limit may be waived by
the Division Manager. Where the 24-hour time-limit has been waived, the request and response
shall be verbal. Management may deny the CSD request, if it causes scheduling or overtime
issues within the division, unless the CSD is being used as a sick day.
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 Recreation & Youth Services (applying to Golf & the Recreation Centers only) shall be deemed to be continuous twenty-four (24) hour/seven (7) days a week operation 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 their division.

Management will provide an employee at least two (2) weeks written notice before shifting and/or altering their existing work schedule based on City wide seniority. Management will be limited to three (3) annual schedule changes during a calendar year for all operations. A return to your regularly scheduled shift shall not be considered a schedule change for the purpose of this calculation. This schedule change language will not affect Water Department employees assigned to maintenance.

Section 2.  Pay for Overtime

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.

A. 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 their 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.

B. 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 work performed by an employee who has been recalled to work by Management at a time disconnected with their normal work day. When an employee is held over for an overtime assignment connected to their regular work shift, standby pay will not commence until the conclusion of that overtime assignment. 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, 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.
Section 6. Compensatory Time

At the time overtime is worked by an employee, the employee has the option to request either the overtime compensation or compensatory time. Compensatory time off in lieu of any overtime pay shall be accrued at the option of the employee, up to the contractual maximum. Compensatory time off shall be accrued on the basis of time and one-half for actual overtime hours worked and may not be accumulated in excess of forty (40) hours. No accumulation or usage of compensatory time within a given year in excess of forty (40) hours will be allowed. Any overtime worked when the employee is at the compensatory accrual maximum will be paid at the normal overtime rate.

An employee requesting to use accrued compensatory time must submit their written request to supervision at least twenty-four (24) hours prior to commencement of such leave. This 24-hour time-limit may be waived by the Division Manager. Where the 24-hour time-limit has been waived, the request and response shall be verbal. Management may deny the compensatory time off request, if it creates scheduling or overtime issues within the division. If Management denies the compensatory time off request, the employee may elect to cancel the request and the compensatory time will be added back to the employee’s compensatory time balance, or the employee may receive payment for the denied compensatory time off request. Compensatory time off may be taken in units of not less than one tenth of one-hour (0.1) or six (6) minute increments.
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 an AFSCME Workers’ Memorial Day.

Section 2.  AFSCME Workers’ Memorial Day

An employee shall be granted one (1) AFSCME Workers’ Memorial Day per calendar year. The AFSCME Workers’ Memorial Day is a complete workday and 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 their supervisor. The AFSCME Workers’ Memorial Day shall not be cumulative or converted to cash payment. An AFSCME Workers’ Memorial Day 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.

Section 3.  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. For the purpose of this Agreement, the employees who work other than a Monday through Friday 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 4.  Day Before and Day After

In order for an employee to receive their regular pay for the holiday, the employee must work the entire shift of their regular scheduled day before and the entire shift of their regular scheduled day after a holiday. Employees who are docked because of tardiness (less than thirty-one (31) minutes) the day preceding or after a holiday shall not lose holiday pay. 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 scheduled day.
shift of their regular schedule for pay purposes.

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 shift differential shall have their 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.

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 shall 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 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 their 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 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 units of not less than one tenth of one-hour (0.1) or six (6) minute increments.

Further, these one tenth of one-hour (0.1) or six (6) minute 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.
ARTICLE 11  VACATION

Section 1.  Vacation and Supplementary Accrual

All regular full-time employees earn vacation leave at the rate of eight (8) hours of leave after working or being on paid leave for eighty (80) hours during each calendar month of service. In addition to the eight (8) hourly credits 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 hours on the following schedule:

- After 4 years  16 supplementary hours annually
- After 8 years  24 supplementary hours annually
- After 12 years  48 supplementary hours annually
- After 16 years  64 supplementary hours annually
- After 20 years  80 supplementary hours annually

No employee may use their accrued hourly vacation credits until after they have 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 two hundred forty (240). The maximum number of hourly vacation credits that may be carried over from year to year is two hundred forty (240).

Section 3.  Over Two Hundred Forty (240) Hourly Vacation Credits

Vacation hourly credits in excess of two hundred forty (240) hours shall be reduced to two hundred forty (240) hours at the end of the year. Any hourly vacation credits that have 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 the employee works or is on paid leave one-half (½) or more of their 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. On or before January 31st, each employee entitled to vacation will schedule at least one week (i.e., forty (40) hours) of vacation on consecutive days. The employee must take a complete week of vacation during each calendar year. A vacation taken during a holiday week shall fulfill this requirement if the total time off is at least one week. The balance may be taken in units of not
less than one tenth of one-hour (0.1) or six (6) minute increments.

A Department Director may elect not to require their departmental employee’s to schedule and take a consecutive week of vacation; provided that, the Director and/or City provides written notice to the Union on or before December 15 of the preceding year of the election. The election will be effective for all department employees and will last for one (1) calendar year.

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 their 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 written notice that vacation has been approved or denied (including reason for denial) 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 their written request to supervision at least twenty-four (24) hours prior to commencement of such leave. This 24 hour time-limit may be waived by the Division Manager. Where the 24 hour time-limit has been waived the request and response shall be verbal.

Non-prescheduled vacation may be taken in units of not less than one tenth of one-hour (0.1) or six (6) minute increments. Further, these one tenth of one-hour (0.1) of six (6) minute increments shall not be used to cover tardiness situations.

Section 7. Transfer of Credits

If an employee is transferred to another division or department, any unused hourly vacation credits which they may have accumulated shall continue to be available for their use. In the case of death, resignation, termination, or lay-off of an employee, there shall be paid to the employee, their widow/widower or other beneficiary as provided by statute, in addition to back pay then due, an amount that will compensate the employee for their 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 after working or being on paid leave for eighty (80) hours during each calendar 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 military leave, sick leave or injury leave, shall continue to accrue sick leave hourly credits at the regularly prescribed rate during such absence. Sick leave hourly credits will not accrue during periods of suspension or other types of leave without pay, except as provided above.

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, physical incapacity, or medical or dental appointments.

B. Illness of an employee’s spouse, domestic partner, parent, minor child, I.R.S. dependent adult children up to age 22 or older if physically or mentally disabled, or dependent requiring the employee’s personal care and attendance, may be granted in accordance with Personnel Policies and Procedures, Section 5.01 in effect on March 5, 2012, and guidelines established therein. Management may request that the employee provide appropriate documentation establishing the family and/or dependent relationship pursuant to this section.

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; provided that, the employee may not receive City sick leave and temporary total disability compensation from the State of Ohio at the same time.

E. An employee who becomes ill after reporting to work shall report to their 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 tenth of one-hour (0.1) or six (6) minute increments.

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 their 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 their 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 units of not less than one tenth of one-hour (0.1) or six (6) minute 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 HR Director. 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 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 their layoff, placed to their 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 or cash, 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 one hundred twenty (120) hours of those credits to vacation hourly credits on the basis of three (3) sick leave hourly credits for one (1) vacation.

B.  If an employee has in excess of seven hundred twenty (720) sick leave hourly credits, the employee 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. Scheduling of such days off shall be subject to the scheduling of the Division Manager and the efficient operation of the department.

C.  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. 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.

D.  Conversions shall be made based upon the number of sick leave hourly credits earned as of January 1, of each year.

E.  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.

F.  Conversion privilege may be used provided that the total number of vacation days allowed by Personnel Policy 5.02, Vacation Leave, is not exceeded.

G.  Retirement means an employee is eligible by age, service, or disability requirements of the Ohio 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.
H. If an employee who would otherwise be eligible for retirement benefits dies while still employed, then the benefits under Paragraph “G” will be paid to the deceased employee’s estate.

I. Reconversion may be accomplished by memorandum placed in the employee’s personnel file. Reconversion may not exceed the original sick leave to vacation conversion in any given year.

J. Sick leave may also be converted to cash per the following incentive plan:

1. The review period for each incentive will be from January 1 through December 31 of each calendar year.

2. During this annual period, an employee will be allowed to use up to forty (40) hours of sick leave and still participate in the sick leave incentive plan.

3. The forty (40) hours is a hard cap and cannot be extended due to FMLA designated leave.

4. If an employee qualifies for the sick leave incentive, the employee will be allowed to receive cash at their current hourly rate of pay, in lieu of the normal sick leave to vacation conversion on January of each year.

5. The cash incentive shall be administrated as follows:

   a) An employee who has more than two hundred forty (240) sick leave hourly credits may convert up to one hundred twenty (120) of those credits to cash on the basis of three (3) sick leave hourly credits for one (1) hour of regular pay.

   b) If an employee has in excess of seven hundred twenty (720) sick leave hourly credits, they may convert up to eighty (80) sick leave hourly credits to cash on the basis of two (2) sick leave hourly credits for one (1) hour of regular pay.

   c) 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 regular pay. In no case will more than one thousand (1000) sick leave hourly credits, after conversion, be recognized. In no instance shall any employee be credited with more than one thousand one hundred twenty (1120) sick leave hourly credits.

6. Conversions shall be made based upon the number of sick leave hourly credits earned as of January 1, of each year.
7. Conversion shall be made during the first two (2) weeks of January of each year and paid in the first pay period of February of each 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. The City shall not use uniformed police or security officers to make house calls to employees to verify appropriate use of sick or injury leave.
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 their 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 short term or intermittent FMLA qualifying leave. However, the use of sick leave without pay in a complete thirty (30) day increment shall be considered as FMLA leave and part of the ninety (90) calendar days of leave referenced above.

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 the City Manager 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 their department explaining the length of the requested leave and the reasons for the leave, and the department will submit this memorandum to HR. 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.

B. 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.

<table>
<thead>
<tr>
<th>Steps</th>
<th>First 5 Work Days at Full Pay</th>
<th>Subsequent Work Days at Full Pay</th>
<th>Subsequent Work Days at 2/3 Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>5</td>
<td>55</td>
<td>60</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>35</td>
<td>70</td>
</tr>
<tr>
<td>3</td>
<td>5</td>
<td>20</td>
<td>75</td>
</tr>
<tr>
<td>2</td>
<td>0</td>
<td>0</td>
<td>70</td>
</tr>
<tr>
<td>1</td>
<td>0</td>
<td>0</td>
<td>60</td>
</tr>
</tbody>
</table>

C. 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.

D. Injury leave may be taken in units of not less than one tenth of one-hour (0.1) or six (6) minute increments.

E. Employees seeking their initial treatment for a work-related injury on the date of the injury will not be charged injury leave, and instead will just be placed on regular City pay. All subsequent absences, unless an employee treats at the City Dayton Off-Site Clinic, must be covered by injury leave, or the employee’s paid leave.

F. 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.

G. One absence of less than one full shift per injury shall not count as an occurrence pursuant to Section 1 (A) of this article.
H. 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.

**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**

For an employee who has an injury leave usage, leave shall move to the next lower step on their return to work date.

**New Employees**

New bargaining unit employees are to receive ten (10) calendar days of injury leave prior to completion of probation, and be placed in step three (3) at the completion of their initial probationary period.

**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 their 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 (seven (7) or 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, domestic partner, 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 person living in the same household shall be considered 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. In the event of multiple deaths at different times, each death shall count as a separate occurrence.

B. If additional time is necessary for an employee to attend the funeral of a member of their 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 their 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 their field orders to their Division Manager prior to reporting for training or duty.

D.  For the purpose of computing vacation or sick leave, 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. When an employee who has been on Extended Military Leave returns, they will receive any wage adjustments and step increases that would be due as though they had been actively on the payroll.

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 they entered the service, or should the emergency exceed five (5) years, after the emergency has ended and the employee is discharged, they shall be reinstated to the position held, or one of like responsibility, at the time the employee 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 the employee is not qualified to perform the duties of such position by reason of disability sustained during such service, they shall be placed in such other position, the duties of which they are qualified to perform, as would provide the employee like seniority, status, and pay, or the nearest approximation thereof consistent with the circumstances of their 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 LEAVE

An employee required to serve on a jury during their 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 their regular hourly rate less their jury pay, provided they notify their 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. An employee performing jury service will call their Division Manager and/or Director on a daily basis to report their service requirements and/or potential release status. If an employee who is notified of potential jury service is not needed on that date, then the employee will report to work. Additionally, if a first (day) shift employee is called to jury service and is released by the Court prior to the expiration of half of their work shift, then the employee will immediately report to work. Any employee who is required to serve on a jury and is assigned to work 2nd (evening) or 3rd (night) shift shall not be required to report for duty that calendar day and shall be placed on paid jury leave. If an employee works 2nd (evening) shift, they will be released the day of jury duty. If an employee works 3rd (night) shift, they will be released the shift before jury duty. If an employee is regularly scheduled to work weekends, they will be temporarily placed on a Monday-Friday 1st shift schedule until released from jury duty.
ARTICLE 18  LONGEVITY

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 two hundred fifty dollars ($250.00) or a payment equal to one-half percent (0.5%) of their base rate of pay, whichever is greater.

B. Employees who have completed ten (10) years of service shall receive an annual payment of three hundred dollars ($300.00) or a payment equal to one percent (1.0%) of their base rate of pay, whichever is greater.

C. Employees who have completed fifteen (15) years of service shall receive an annual payment of four hundred dollars ($400.00) or a payment equal to one and one-half percent (1.5%) of their base rate of pay, whichever is greater.

D. Employees who have completed twenty (20) years of service shall receive an annual payment of six hundred dollars ($600.00) or a payment equal to two percent (2.0%) of their base rate of pay, whichever is greater.

The above payments shall be made in a lump sum on the last pay day of October of each year. The employee may receive the flat rate amount or the payment equal to a percentage of their base wage, based upon whichever payment is the larger amount, but the employee may not receive both payments.

When an employee’s anniversary date occurs prior to October 31 of a payment year, they 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 their employment during the term of this Agreement, the annual payment provided herein shall be pro-rated for the period of their employment.
ARTICLE 19  

INSURANCE

Section 1.A.  Coverage

Management will offer bargaining unit employees health insurance coverage.

The level of benefits shall not be changed during the term of this Agreement unless mutually agreed to between Management and the Union. Any change in carriers during the term of this Agreement shall be subject to approval by the Union. However, the parties acknowledge that the plan will change during the term of the agreement as explained below.

Effective January 1, 2021 through December 31, 2021, employees shall pay a contribution of $70 per month for single coverage, or a contribution of $200 per month for family coverage. Employee contributions for calendar year 2022 and 2023 will be determined in accordance with the Reopener in Article 36.

Employees will receive a contribution rate holiday in February 2021, wherein the employees will not have to pay their monthly single or family contribution during that month. Employees will receive a second contribution rate holiday in the fourth quarter of 2021. Management will provide the exact month of the second contribution rate holiday to the Union by the end of the second quarter of 2021.

The premiums will be administered under an Insurance Section 125 pre-tax status and paid bi-monthly through payroll deduction.

If Management accepts a negotiated health insurance offer, or accepts a fact-finder’s award, a conciliator’s award, or is compelled to pay by operation of law, a change in health insurance contributions, co-pays, deductibles, HSA or HRA contribution levels, and/or out-of-pocket amounts during the Fraternal Order of Police, the International Association of Firefighters, and/or the Building Trades Council successor contract negotiations, or offers to City non-represented employees health insurance contributions, co-pays, deductibles, HSA or HRA contribution levels, and/or out-of-pocket amounts that are different than the terms negotiated in this article with the Union, Management will then immediately offer these different health insurance terms to the Union at the conclusion of those successor contract negotiations with the Fraternal Order of Police, the International Association of Firefighters, and/or Building Trades Council. If the Union accepts any of the changes offered by Management pursuant to this language, the changes will become effective on January 1 of the relevant year.

Section 1.B.  Employer Partially Funded Health Savings Accounts and Health Reimbursement Accounts

Subject to the requirements of the insurer and terms of the Plan Documents, an employee may choose between a Health Saving Account (HSA) or Health Reimbursement Accounts (HRA).

Effective January 1, 2021 through December 31, 2021, if an employee elects an HSA or HRA, the maximum annual deductible amounts shall be partially funded by the City, where the City will fund $1,500 per year for single plans (funded on a single annual payment basis effective on or
before January 10, 2021 and $3,000 per year for family plans (funded on a single annual payment basis effective on or before January 10, 2021. Employee contributions for calendar year 2022 and 2023 will be determined in accordance with the Reopener in Article 36.

If an employee elects an HRA, the City funded amounts will be eligible for rollover in an amount not to exceed the annual maximum deductible. The City’s contribution for the HRA will be up to the above-referenced amounts and/or the annual maximum deductible; provided that, the City will not fund any amount exceeding the annual maximum deductible.

The City shall increase the payment into the HSA/HRA account of an employee to the full family plan rate when an employee changes their status from single to family throughout the year.

The employee will be responsible for any taxes due that result from the City’s pre-funding of employee HSA accounts on the first business day following January 10TH of each year.

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 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 January.

The incentive plan will be offered in each plan year, provided that the incentive continues to represent a cost savings to Management.

Section 1.D. Insurance Co-Pays

The employees will be enrolled in a prescription drug card program. With the prescription drug card, costs for prescription drugs will be $10 for Tier 1 prescriptions, $20 for Tier 2 prescriptions, and $30 for Tier 3 prescriptions, as defined by the health insurance carrier, with these payments up to the in-network maximum out of pocket of $3000 for single plans and $6000 for family plans. The prescription drug card governs the amounts paid for prescription drugs after an employee has met his or her deductible.

The plan will have an Emergency Room co-pay of $200 after an employee has met their deductible.

The plan will have a Doctor’s Office co-pay of $20 per visit after an employee has met their deductible.
Section 1.E. Cost Containment Plan Design Changes

Effective January 1, 2022, Anthem will implement a: (1) Step Therapy Program for any new prescriptions issued after January 1, 2022; (2) Coupon Accumulator Program; (3) Standard RX network; and, (4) Essential RX Formulary for the City’s prescription drug coverage.

Section 2. Dental Plan

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

Section 3. Vision Care Plan

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 covered by this Agreement, Management will pay the full cost of the premium toward the purchase of group life insurance in the amount of twenty-five thousand ($25,000) dollars and accidental death and dismemberment insurance in the amount of twenty-five thousand ($25,000) dollars.

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 their 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 contract years. 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.

Section 9. Long Term Disability Insurance

Employees may elect to enroll in Long Term Disability ("LTD") Insurance through the City of Dayton Benefits Plan, provided that, employees will be in a separate LTD pool. Enrollment shall be based upon the terms and conditions and premium sharing as are now and or in the future determined by the City of Dayton.

Section 10. Spousal Eligibility

If an employee’s spouse is eligible and/or has medical coverage through their own employer, the spouse must use their employer’s insurance as their primary form of coverage. The spouse may remain on the City’s health insurance plan, but the City’s plan will be a secondary plan, and the spouse’s employer’s plan must carry the spouse as primary.
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 their initial probation period, an employee’s seniority shall be computed as of their date of hire. If an employee is discharged or quits and is later rehired after one (1) year, they 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, their seniority shall be computed from their original hire date and be considered as continuous length of service.

C. If an employee is laid off, and subsequently returns to employment with the City, their seniority shall be computed from their original hire date, minus the time spent on layoff.

D. Seniority shall be applied only in accordance with the Civil Service Rules and the provisions of this Agreement.

E. On or around January 15, the City shall provide one (1) copy of the seniority list to the Union.
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.

D. Non-bargaining employees may not bump into the bargaining unit; provided that, a non-bargaining unit employee who previously was part of the bargaining unit may bump into the bargaining unit.

E. Full-time bargaining unit employees may bump part-time bargaining unit employees in the same classification in any other department or division or may bump any part-time employee in a classification the full-time employee has previously held if no other bumping opportunity exists.
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 they have been certified under Civil Service Rules.

C. When an employee is temporarily transferred to a lower paid classification, they shall be paid the rate of their regular job.
ARTICLE 23 TRANSFERS

A. An employee shall have the right to exercise their City seniority to transfer to available vacant positions within the same classification with a different work reporting location if they are 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 their 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 their Division 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/denying department to discuss the basis for such a decision.
ARTICLE 24  GRIEVANCES 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 their Steward, and filed with their second line 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 second line supervisor or their designee shall meet with the employee and a Union representative, and up to four (4) affected parties and answer the grievance in writing to the employee and their representative 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 Human Resources

The fifth copy shall be retained by or forwarded to the employee or their 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 their designee shall hold a hearing with the employee and a Union representative, and up to four (4) affected parties, and answer the grievance in writing to the employee and their representative within ten (10) work days after the hearing on 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. Both the Union and Management have the right to call such witnesses as are necessary to the investigation of the grievance.

**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 their designee shall hold a hearing with the employee, a Union representative, and up to four (4) affected parties, and answer the grievance in writing to the employee and their representative within ten (10) work days after the hearing on 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 their designee shall meet, with the employee, a Union representative and answer the grievance in writing to the employee and their representative within ten (10) work days after the hearing on the grievance. Both 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 Director of Human Resources or their authorized representative and not more than two (2) other representatives of Management and the Staff Representative or their 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 Federal Mediation and Conciliation Service (FMCS) to submit a list of arbitrators will be signed and mailed. An arbitrator shall be selected in accordance with the FMCS 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 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, provided that Management is responsible for all room and food costs; if Management requires a neutral hearing location.

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 or the Dayton Mediation Center 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 are deemed necessary.

Neither party is permitted to record any proceeding during any step in the Grievance procedure unless agreed upon.
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) days actually worked by the employee after official notice of the investigation has been given to the employee and to the Union. Official notice of an investigation is defined as the issuance of a form, S-93 or other such form used for this purpose that is served when an employee is under investigation. The issuance of this form shall occur no later than ten (10) actual work days following the date Management becomes aware of the alleged infraction and shall be the basis for the start of the aforementioned thirty-five (35) day time. The total time limit of forty-five (45) actual workdays includes the investigation, and 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 their 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 if appealing to Civil Service or ten (10) work days if appealing through the grievance and arbitration procedure, 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 no case shall the employee be permitted to appeal any grievance through both the Civil Service Board and the grievance and arbitration procedure.
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.

If an employee elects to pursue an appeal to Civil Service, this election shall be deemed as a written waiver of an employee’s right to representation by the Union.

F. At any time Management conducts a disciplinary meeting with an employee for the purpose of determining whether or not the employee committed an infraction which could result in disciplinary action of record (i.e., a reprimand, suspension, reduction in rank, or dismissal), the employee is 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 not be considered in subsequent determinations of discipline and shall be removed from the employee’s personnel file at their written request. The City shall fax and/or mail and/or hand deliver 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 their written request to Human Resources. 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 their written request to Human Resources.

H. In the event that discipline is rendered against an employee and results in a suspension of ten (10) or less days, the employee shall have the option of forfeiting up to eighty (80) 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. Upon request of either party, a LMC subcommittee will meet 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 July 1, 2015. Each party will select its committee members.

J. Discovery rights shall be afforded to employees. Discovery shall be provided in a timely manner prior to the Departmental disciplinary hearing and entitles either party to the following information: (1) The names of all known individuals who witnessed the incident(s) giving rise to the Departmental Charges and who do not request to remain anonymous; (2) Copies of all reports, transcripts of interviews, written statements, recordings, photographs, supervisory investigative reports and other documentary evidence regarding the incidents(s) giving rise to the Charges and (3) Either party has the right to inspect any physical evidence or reproductions thereof regarding the incidents giving rise to the Charges.
ARTICLE 26  MISCELLANEOUS

A. Those portions of the sections of the Personnel Policies specifically referred to in 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. Personnel Policies shall not be changed during the duration of this Agreement to conflict with any provision of this Agreement.

D. For the terms of this Agreement, involuntary separations based upon medical or disability conditions will be administered in accordance with Personnel Policy and Procedure 5.07, or the Dayton Civil Service rules, whichever is applicable.

E. 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.

D.F. 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 four hundred dollars ($400.00) per calendar year. Employees covered herein in the classification “Automotive Servicer II” shall be eligible for a tool allowance reimbursement in the amount of three hundred dollars ($300.00) 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.

All letters of understanding and intent attached to this Agreement between the parties are hereby incorporated into this Agreement.
ARTICLE 29 PERFORMANCE EVALUATION

When an employee is evaluated on their performance, the employee shall be given an opportunity to examine the performance evaluation and to discuss it with their 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, including the performance rating if below proficient. Grievances under this Article shall be filed at Step. 3. 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.

After five (5) years from the date of an employee passing a return to duty test or the date of the last positive drug or alcohol tests, whichever date is later, a confirmed positive drug or confirmed positive alcohol test result shall be removed from the employee’s file upon the request of the employee and shall not be considered in subsequent determination of discipline. It is further understood that a substance abuse professional (SAP) may require follow-up testing for five (5) years.
ARTICLE 31  SAVINGS CLAUSE

This Agreement supersedes and replaces all pertinent statutes, ordinances, Civil Service Rules, and other rules and regulations to the extent permitted by O.R.C. 4117.10. Where the Agreement is silent, the provisions of applicable law shall prevail. 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  RESTRICTED DUTY

An employee who is absent from duty due to work-related injury or occupational disease of a temporary nature may be returned to work to perform restricted duty, if available, for a period of no more than ninety (90) days for the purpose of transitioning back to full duty.

Restricted duty is any job, work assignment or duty that an employee, limited from their 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 Independent Medical Examiner (IME). While on restricted duty, an employee will earn their regular hourly rate of pay.

Upon review by Management, an employee’s restricted duty assignment may be extended in additional thirty (30) day increments provided that the employee is showing progress in their recovery pursuant to the medical information provided by the medical provider.

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 November 1, 2020, and shall remain in effect through October 31, 2023, 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.

Section 3.  Reopener

At least sixty (60) days prior to November 1, 2021 and November 1, 2022, the parties agree to reopen the following articles of this Agreement:

• Article 8 – Wages
• Article 9 – Hours of Work and Overtime
• Article 19 – Insurance

At least sixty (60) days prior to November 1, 2021 and November 1, 2022, the parties agree that either party may request to reopen the following articles of this Agreement:

• Article 21 – Promotions, Layoffs, and Recalls
• Article 24 – Grievances and Arbitration Procedure
• Article 25 – Discipline and Dismissal Procedure

The reopening of the Agreement as set forth herein shall invoke the dispute settlement procedure 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 January 1, 2022 for the November 1, 2021 reopener, and January 1, 2023 for the November 1, 2022 reopener, respectively.

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 agree to other training resources 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.
ARTICLE 40          UNIFORMS

A. The City will supply eleven (11) sets of uniforms and work jackets for employees covered herein who are required to wear uniforms. Uniforms will continue to be provided by the City to those employees who were receiving same as of the effective date of this Agreement, unless otherwise agreed upon by the parties. Employees covered herein who are provided uniforms or who are paid a uniform allowance must wear said uniform while on duty.

B. 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 they were issued when required to do so by Management.

C. A uniform allowance shall be paid to employees in the classification of Airport Police Officers. The rate of pay for uniform allowance shall be fifteen ($15.00) dollars per week paid bi-weekly.

D. Employees in the classification of Aircraft Rescue Firefighter or Aircraft Rescue Firefighter (PT) shall be paid a uniform allowance of fifteen dollars ($15.00) per week paid bi-weekly.

E. After discussion and mutual agreement of the parties, employees required to wear uniforms not provided and/or laundered by a uniform service shall not also receive a uniform allowance.

F. 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, 2022. Each party will select its subcommittee members.

G. The City will provide a voucher in the amount of one hundred and twenty-nine dollars ($129.00) for the purchase of one (1) pair of safety shoes/boots per year or longer as needed for replacement, whichever comes later, for all employees covered herein that are required to wear safety shoes/boots.
## ADDENDUM #1 Blue Collar Classifications

<table>
<thead>
<tr>
<th>CLASS CODE</th>
<th>CLASS TITLE</th>
<th>GRADE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3405</td>
<td>Aircraft Rescue Firefighter</td>
<td>220</td>
</tr>
<tr>
<td>3411</td>
<td>Airport Building Trades Worker</td>
<td>120^22</td>
</tr>
<tr>
<td>3403</td>
<td>Airport Police Officer</td>
<td>120^2(21)</td>
</tr>
<tr>
<td>4055</td>
<td>Aquatics Specialist</td>
<td>115</td>
</tr>
<tr>
<td>6043</td>
<td>Automotive Mechanic</td>
<td>118^4(14)</td>
</tr>
<tr>
<td>6046</td>
<td>Automotive Parts Clerk I</td>
<td>114</td>
</tr>
<tr>
<td>6047</td>
<td>Automotive Parts Clerk II</td>
<td>116</td>
</tr>
<tr>
<td>6041</td>
<td>Automotive Servicer II</td>
<td>116^7</td>
</tr>
<tr>
<td>6035</td>
<td>Bridge Maintenance Worker I</td>
<td>115</td>
</tr>
<tr>
<td>6036</td>
<td>Bridge Maintenance Worker II</td>
<td>118</td>
</tr>
<tr>
<td>6005</td>
<td>Building Attendant I</td>
<td>111</td>
</tr>
<tr>
<td>6006</td>
<td>Building Attendant II</td>
<td>113^17</td>
</tr>
<tr>
<td>6007</td>
<td>Building Attendant III</td>
<td>115</td>
</tr>
<tr>
<td>6019</td>
<td>Building Maintenance Technician</td>
<td>122^20</td>
</tr>
<tr>
<td>6083</td>
<td>Building Trades Worker</td>
<td>120</td>
</tr>
<tr>
<td>6094</td>
<td>Carpenter</td>
<td>120^5</td>
</tr>
<tr>
<td>1098</td>
<td>Conservation Specialist</td>
<td>124</td>
</tr>
<tr>
<td>1111</td>
<td>Construction Inspector</td>
<td>124</td>
</tr>
<tr>
<td>1007</td>
<td>Drafter I</td>
<td>115</td>
</tr>
<tr>
<td>1008</td>
<td>Drafter II</td>
<td>118</td>
</tr>
<tr>
<td>6115</td>
<td>Electronic Communication Technician</td>
<td>121^5</td>
</tr>
<tr>
<td>CLASS CODE</td>
<td>CLASS TITLE</td>
<td>GRADE NO.</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>1001</td>
<td>Engineering Aide I</td>
<td>113</td>
</tr>
<tr>
<td>1002</td>
<td>Engineering Aide II</td>
<td>117</td>
</tr>
<tr>
<td>3429</td>
<td>Environmental Technician</td>
<td>122</td>
</tr>
<tr>
<td>6060</td>
<td>Equipment Operator I</td>
<td>115(22)(23)(26)(27)</td>
</tr>
<tr>
<td>6062</td>
<td>Equipment Operator III</td>
<td>118(15)(22)</td>
</tr>
<tr>
<td>6179</td>
<td>Expressway Maintenance Crew Leader</td>
<td>119</td>
</tr>
<tr>
<td>4043</td>
<td>Golf Service Worker</td>
<td>112</td>
</tr>
<tr>
<td>4044</td>
<td>Golf Maintenance Crew Leader</td>
<td>117</td>
</tr>
<tr>
<td>6031</td>
<td>Grounds Maintenance Worker</td>
<td>116</td>
</tr>
<tr>
<td>4056</td>
<td>Head Lifesaving Instructor</td>
<td>119</td>
</tr>
<tr>
<td>6044</td>
<td>Heavy Equipment Mechanic</td>
<td>120(4)(12)(13)(14)</td>
</tr>
<tr>
<td>1098</td>
<td>Housing Inspectors</td>
<td>124</td>
</tr>
<tr>
<td>4052</td>
<td>Irrigation Technician</td>
<td>117</td>
</tr>
<tr>
<td>5025</td>
<td>Kiln Operator I</td>
<td>115(1)</td>
</tr>
<tr>
<td>5026</td>
<td>Kiln Operator II</td>
<td>119(1)</td>
</tr>
<tr>
<td>6025</td>
<td>Laborer</td>
<td>112(19)</td>
</tr>
<tr>
<td>6109</td>
<td>Line Crew Leader</td>
<td>125</td>
</tr>
<tr>
<td>6110</td>
<td>Lineworker</td>
<td>124</td>
</tr>
<tr>
<td>6130</td>
<td>Machinist I</td>
<td>119(4)</td>
</tr>
<tr>
<td>0001</td>
<td>Mail Clerk I</td>
<td>108</td>
</tr>
<tr>
<td>0002</td>
<td>Mail Clerk II</td>
<td>111</td>
</tr>
<tr>
<td>6086</td>
<td>Maintenance Mechanic I</td>
<td>118(22)</td>
</tr>
<tr>
<td>6087</td>
<td>Maintenance Mechanic II</td>
<td>120</td>
</tr>
<tr>
<td>CLASS CODE</td>
<td>CLASS TITLE</td>
<td>GRADE NO.</td>
</tr>
<tr>
<td>------------</td>
<td>-------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>1073</td>
<td>Nuisance Abatement Program Specialist</td>
<td>125</td>
</tr>
<tr>
<td>6135</td>
<td>Painter I</td>
<td>119&lt;sup&gt;(6)&lt;/sup&gt;</td>
</tr>
<tr>
<td>6136</td>
<td>Painter II</td>
<td>120&lt;sup&gt;(6)(22)&lt;/sup&gt;</td>
</tr>
<tr>
<td>4010</td>
<td>Park Floral Worker</td>
<td>116</td>
</tr>
<tr>
<td>4025</td>
<td>Park Maintenance Crew Leader</td>
<td>119</td>
</tr>
<tr>
<td>1080</td>
<td>Permit Section Technician</td>
<td>117</td>
</tr>
<tr>
<td>5041</td>
<td>Pipeworker II</td>
<td>118</td>
</tr>
<tr>
<td>6065</td>
<td>Power Shovel Operator</td>
<td>121</td>
</tr>
<tr>
<td>0250</td>
<td>Property Clerk I</td>
<td>114</td>
</tr>
<tr>
<td>4070</td>
<td>Recreation Leader I</td>
<td>103</td>
</tr>
<tr>
<td>4071</td>
<td>Recreation Leader II</td>
<td>110</td>
</tr>
<tr>
<td>0030</td>
<td>Reproduction Machine Operator</td>
<td>117</td>
</tr>
<tr>
<td>5059</td>
<td>Sample Collector</td>
<td>117</td>
</tr>
<tr>
<td>6000</td>
<td>Security Worker A</td>
<td>110&lt;sup&gt;(3)&lt;/sup&gt;</td>
</tr>
<tr>
<td>6002</td>
<td>Security Worker II</td>
<td>113</td>
</tr>
<tr>
<td>5102</td>
<td>Sewer Cleaner I</td>
<td>114&lt;sup&gt;(26)(27)&lt;/sup&gt;</td>
</tr>
<tr>
<td>5103</td>
<td>Sewer Cleaner Crew Leader</td>
<td>118&lt;sup&gt;(6)&lt;/sup&gt;</td>
</tr>
<tr>
<td>5128</td>
<td>Sewer Inspection Technician I</td>
<td>117</td>
</tr>
<tr>
<td>5129</td>
<td>Sewer Inspection Technician II</td>
<td>121</td>
</tr>
<tr>
<td>5105</td>
<td>Sewer Repairer I</td>
<td>115&lt;sup&gt;(26)(27)&lt;/sup&gt;</td>
</tr>
<tr>
<td>5106</td>
<td>Sewer Repairer II</td>
<td>119&lt;sup&gt;(6)&lt;/sup&gt;</td>
</tr>
<tr>
<td>5100</td>
<td>Sewer Service Worker I</td>
<td>115&lt;sup&gt;(26)(27)&lt;/sup&gt;</td>
</tr>
<tr>
<td>5104</td>
<td>Sewer Service Worker II</td>
<td>119</td>
</tr>
<tr>
<td>CLASS CODE</td>
<td>CLASS TITLE</td>
<td>GRADE NO.</td>
</tr>
<tr>
<td>------------</td>
<td>------------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>5127</td>
<td>Sewer System Surveillance Technician</td>
<td>118</td>
</tr>
<tr>
<td>0201</td>
<td>Stores Clerk I</td>
<td>112</td>
</tr>
<tr>
<td>0202</td>
<td>Stores Clerk II</td>
<td>117</td>
</tr>
<tr>
<td>0203</td>
<td>Stores Clerk III</td>
<td>118</td>
</tr>
<tr>
<td>1024</td>
<td>Traffic Analyst</td>
<td>120</td>
</tr>
<tr>
<td>6142</td>
<td>Traffic Control Mechanic</td>
<td>116</td>
</tr>
<tr>
<td>6145</td>
<td>Traffic Control Painter I</td>
<td>118&lt;br&gt;(4)</td>
</tr>
<tr>
<td>6146</td>
<td>Traffic Sign Painter</td>
<td>120&lt;br&gt;(5)</td>
</tr>
<tr>
<td>4004</td>
<td>Tree Service Crew Leader</td>
<td>120</td>
</tr>
<tr>
<td>4001</td>
<td>Tree Servicer I</td>
<td>116</td>
</tr>
<tr>
<td>6075</td>
<td>Waste Collection Driver</td>
<td>116&lt;br&gt;(6)&lt;br&gt;(8)</td>
</tr>
<tr>
<td>6028</td>
<td>Waste Collector</td>
<td>113&lt;br&gt;(6)&lt;br&gt;(9)</td>
</tr>
<tr>
<td>5107</td>
<td>Wastewater Lift Station Mechanic I</td>
<td>117</td>
</tr>
<tr>
<td>5109</td>
<td>Wastewater Lift Station Mechanic II</td>
<td>121</td>
</tr>
<tr>
<td>5126</td>
<td>Wastewater Treatment Building Tradesworker</td>
<td>120</td>
</tr>
<tr>
<td>5136</td>
<td>Wastewater Treatment Maintenance Mechanic</td>
<td>121</td>
</tr>
<tr>
<td>5121</td>
<td>Wastewater Treatment Plant Operator</td>
<td>119&lt;br&gt;(1)&lt;br&gt;(24)</td>
</tr>
<tr>
<td>5036</td>
<td>Water Laboratory Technician</td>
<td>117</td>
</tr>
<tr>
<td>5146</td>
<td>Water and Sewer Crew Leader</td>
<td>119&lt;br&gt;(16)</td>
</tr>
<tr>
<td>5144</td>
<td>Water and Sewer Worker I</td>
<td>113&lt;br&gt;(23)</td>
</tr>
<tr>
<td>5145</td>
<td>Water and Sewer Worker II</td>
<td>115</td>
</tr>
<tr>
<td>5010</td>
<td>Water Meter Installer I</td>
<td>115&lt;br&gt;(26)&lt;br&gt;(27)</td>
</tr>
<tr>
<td>5011</td>
<td>Water Meter Installer II</td>
<td>116</td>
</tr>
<tr>
<td>5016</td>
<td>Water Meter Installer III</td>
<td>118</td>
</tr>
<tr>
<td>5005</td>
<td>Water Service Representative I</td>
<td>115</td>
</tr>
<tr>
<td>5007</td>
<td>Water Service Worker</td>
<td>115&lt;br&gt;(26)&lt;br&gt;(27)</td>
</tr>
<tr>
<td>CLASS CODE</td>
<td>CLASS TITLE</td>
<td>GRADE NO.</td>
</tr>
<tr>
<td>------------</td>
<td>-------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>5070</td>
<td>Water/Sewer Dispatcher</td>
<td>117</td>
</tr>
<tr>
<td>5050</td>
<td>Water System Crew Leader</td>
<td>121</td>
</tr>
<tr>
<td>5032</td>
<td>Water Treatment Plant Operator I</td>
<td>116(1)</td>
</tr>
<tr>
<td>5033</td>
<td>Water Treatment Plant Operator II</td>
<td>119(1)</td>
</tr>
<tr>
<td>6161</td>
<td>Welder II</td>
<td>121(4)</td>
</tr>
<tr>
<td>5049</td>
<td>Well Field Maintenance Worker</td>
<td>119</td>
</tr>
<tr>
<td>5021</td>
<td>Well Field Operator</td>
<td>114</td>
</tr>
<tr>
<td>1099</td>
<td>Zoning Specialist</td>
<td>124</td>
</tr>
<tr>
<td>1099</td>
<td>Zoning Inspectors</td>
<td>125</td>
</tr>
</tbody>
</table>

1. Denotes a one grade increase when placed on Assignment Maintenance.

2. Denotes Airport Police 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”.

4. Denotes Trades classification adjustment of $.20 per hour and add to base pay.

5. Denotes Trades classification adjustment of $.25 per hour and add to base pay.

6. 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.

7. 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.

8. Waste Collection Drivers and Equipment Operator II’s who are assigned to the recycling program to collect recyclables, 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.

9. Waste Collectors who are assigned to the recycling program to collect recyclables, 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.

10. 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.

15. Employees in the classification of Equipment Operator III in the Division of Street Maintenance who are assigned to operate a street sweeper and/or asphalt grinder, or who are assigned to the shop to perform maintenance work to those pieces of equipment beyond regular running maintenance shall be paid an assignment pay of thirty ($.30) cents per hour when assigned to those duties.

16. Employees in the classifications of Water & Sewer Crew Leader, Sewer Cleaner Crew Leader, or Sewer Repairer II will be paid an assignment pay while assigned to the Sewer Maintenance Man Hole or Catch Basin Program. Employees in these titles will be compensated an additional $2.50 per hour over their current hourly rate while assigned to and performing duties associated with the Manhole and Catch Basin Programs, provided they possess and maintain a valid Wastewater Collection License I.

Employees in these titles assigned to the Manhole or Catch Basin Program that do not carry and maintain a Wastewater Collection License I will be compensated at an assignment pay of an additional $1.00 over their current hourly rate per hour while working on the Manhole or Catch Basin Programs.

If an employee in these titles obtains their license while assigned to the Manhole or Catch Basin Programs, the employees' assignment pay will be adjusted at the time the employee submits verification and proof of the Wastewater Collection License I. It is the employee's responsibility to show proof of license.
17. Employees in the classification of Building Attendant II’s who are regularly assigned to clean multiple facilities in the Public Works Department or Department of Recreation and Youth Services, will receive an assignment pay for all hours spent performing Building Attendant III work. Building Attendant II’s who receive an assignment pay will be compensated at a pay rate of 4% above their current pay grade for each hour working performing Building Attendant III work.

Any Building Attendant II’s who lack a valid driver’s license will not be eligible for this additional pay.

This additional pay will not apply to Building Attendant II’s who are assigned to Ottawa Yards and/or the Fire Department.

18. Employees in the classification of Equipment Operator II (“EOII”) in the Department of Water or Public Works who are assigned to operate the cement batch truck will receive an assignment pay of one (1) pay grade increase over their current rate of pay. This assignment pay will only apply to EOIIIs, and only while they are actually operating the equipment. While assigned and operating the cement batch truck the EOIIIs will be paid at their appropriate step in the pay grade of 117, instead of the normal pay grade for EOIIIs of 116.

19. Employees in the classification of Laborer who obtain and maintain a CDL Class A license will receive an assignment pay of a two (2) pay grade increase over their current rate of pay. Laborers with a CDL Class A license will be paid at their appropriate step in the pay grade of 114, instead of the normal pay grade for Laborers of 112.

20. Employees in the classification of Building Maintenance Technicians (“BMTs”) who are used as temporary replacements in the capacity of an Airport Operations and Maintenance Supervisor will receive a premium of four (4%) percent above their current hourly rate.

BMTs that are required to work and substantially perform the job duties of an Airport Operations and Maintenance Supervisor on a temporary basis will be paid this assignment pay at any time they are required to work and substantially perform the job duties in the Airport Operations and Maintenance Supervisor classification for more than two hours in a work day. Management will not assign work requiring the performance of other job duties in the Airport Operations and Maintenance Supervisor classification on a regular basis for periods of less than two (2) hours for the purpose of avoiding payment of this assignment pay.

The BMTs will receive this additional compensation for all hours actually worked in the Airport Operations and Maintenance Supervisor classification. Management may adjust the schedules of the BMTs as needed to fill the role of the Airport Operations and Maintenance Supervisor. These schedule changes may involve day off and/or shift adjustment necessary for the efficient operation of the Department of Aviation.
21. Employees in the classification of Airport Police Officers ("APO") who are used as temporary replacements in the capacity of an Airport Police Supervisor will receive a premium of four (4%) percent above their current hourly rate.

APOs who are required to work and substantially perform the job duties of an Airport Police Supervisor on a temporary basis will be paid this assignment pay at any time they are required to work and substantially perform the job duties in the Airport Police Supervisor classification for more than two (2) hours in a work day. Management will not assign work requiring the performance of other job duties in the Airport Police Supervisor classification on a regular basis for periods of less than two (2) hours for the purpose of avoiding payment of this assignment pay.

The APOs will receive this additional compensation for all hours actually worked in the Airport Police Supervisor classification.

22. The Department of Aviation will provide additional compensation for employees in the classifications of: Equipment Operator I, II, III, Painter II, Maintenance Mechanic I and Airport Building Trades Worker that are assigned duties as a Snow Team Leader.

Employees in these titles who are assigned by Aviation duties as a Snow Team Leader for at least two (2) hours will be paid an assignment pay of thirty cents ($.30) per hour while assigned to those duties. Supervisors will not assign duties for a period of less than two (2) hours to avoid paying the additional compensation. This assignment pay will only apply to the above-referenced positions, and only while they are actually performing assigned duties as a Snow Team Leader. All non-work hours will be compensated at the employees' normal rate of pay.

23. Employees in the classifications of Equipment Operator I or Water and Sewer Worker I, will receive a premium of five (5%) percent above their current hourly rate of pay when assigned to and performing the duties associated with Water dispatching.

24. Employees in the classification of Wastewater Treatment Plant Operator, will receive an assignment pay of four (4%) percent above their current hourly rate of pay when assigned to and performing the duties associated with Wastewater Treatment Supervisor (WWTS) position. Employees eligible for this assignment pay must, at the time they are assigned to WWTS duties: (1) hold an Ohio Class I Wastewater Treatment Operator License; and, (2) have at least eight (8) years’ experience working at the City’s Water Reclamation Facility, or with Sanitary Sewers in the Water Utility and Field Operations Division, or any other municipality that would have an aggregate of eight (8) years’ experience.

25. Employees in the classification of Equipment Operator II in Water Reclamation, will receive a premium of four (4%) percent above their current hourly rate of pay when assigned to and performing the duties associated with operating the Heavy Front End Loader in Water Reclamation.
26. Employees in the classification of Pipeworker I, Sewer Repairer I, Water Service Worker, Sewer Service Worker I, Sewer Cleaner I, Equipment Operator I, Equipment Operator II, Water Meter Installer I, and Water Meter Repairer I, will receive a premium of four (4%) percent above their current hourly rate of pay when assigned to and performing the duties associated with operating the Cement Batch Truck in the Department of Water.

27. Employees in the classification of Pipeworker I, Sewer Repairer I, Water Service Worker, Sewer Service Worker I, Sewer Cleaner I, Equipment Operator I, Equipment Operator II, Water Meter Installer I, and Water Meter Repairer I, will receive a premium of four (4%) percent above their current hourly rate of pay when assigned to and performing the duties associated with the Water and Sewer Crew Leader position in the Department of Water.
### ADDENDUM #2 Clerical & Technical Classifications

<table>
<thead>
<tr>
<th>CLASS CODE</th>
<th>CLASS TITLE</th>
<th>GRADE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0096</td>
<td>Account Clerk B</td>
<td>18(^{(4)})</td>
</tr>
<tr>
<td>0107</td>
<td>Account Clerk III</td>
<td>21</td>
</tr>
<tr>
<td>0004</td>
<td>Administrative Clerk I</td>
<td>14</td>
</tr>
<tr>
<td>0076</td>
<td>Administrative Clerk III</td>
<td>21</td>
</tr>
<tr>
<td>0062</td>
<td>Administrative Typist C</td>
<td>19</td>
</tr>
<tr>
<td>0006</td>
<td>Administrative Typist II</td>
<td>17(^{(1)(5)(6)})</td>
</tr>
<tr>
<td>0007</td>
<td>Administrative Typist III</td>
<td>20</td>
</tr>
<tr>
<td>0066</td>
<td>Computer Data Entry Technician I</td>
<td>17</td>
</tr>
<tr>
<td>0065</td>
<td>Computer Data Entry Technician II</td>
<td>19</td>
</tr>
<tr>
<td>0009</td>
<td>Customer Service Representative Waste Collection</td>
<td>17</td>
</tr>
<tr>
<td>0309</td>
<td>Customer Service Technician I</td>
<td>20</td>
</tr>
<tr>
<td>0310</td>
<td>Customer Service Technician II</td>
<td>22</td>
</tr>
<tr>
<td>0166</td>
<td>Customer Support Specialist</td>
<td>29(^{(3)})</td>
</tr>
<tr>
<td>0097</td>
<td>Finance Technician I</td>
<td>20(^{(2)})</td>
</tr>
<tr>
<td>0098</td>
<td>Finance Technician II</td>
<td>23(^{(2)})</td>
</tr>
<tr>
<td>0099</td>
<td>Finance Technician III</td>
<td>24</td>
</tr>
<tr>
<td>0015</td>
<td>Information &amp; Customer Service Specialist</td>
<td>21</td>
</tr>
<tr>
<td>0048</td>
<td>Office Supervisor I</td>
<td>23</td>
</tr>
<tr>
<td>3240</td>
<td>Parking and Traffic Enforcement Aide</td>
<td>16</td>
</tr>
<tr>
<td>0092</td>
<td>Payroll Coordinator</td>
<td>19</td>
</tr>
<tr>
<td>3226</td>
<td>Radio Information Officer</td>
<td>19</td>
</tr>
</tbody>
</table>
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 affected 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. 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.

2. Employees in the classification of Finance Technician Is and IIs will be paid an assignment pay while temporarily performing Finance Technician III work in the Finance Department. Employees in these titles will be compensated at an assignment pay rate of 4% above their current pay grade for each hour worked performing Finance Technician III work in the Finance Department.

3. Employees in the classification of Customer Support Specialists who are used as temporary replacements in the capacity of an Information Desktop Analysts will receive a premium of four (4%) percent above their current hour rate. Customer Support Specialists will receive this additional pay at any time that they are required to work and substantially perform the job duties of the Information Desktop Analyst classification for a period of more than two (2) hours. The Customer Support Specialists will receive this additional compensation for all hours actually worked in the Information Desktop classification.

4. Employees in the classification of Account Clerk B in the Public Works Department may be assigned to perform clerical functions associated with GIS operations. The Account Clerk Bs will be paid an assignment pay equal to an additional five (5%) percent over their current hourly rate while assigned to and performing duties associated with GIS. The employee will receive the assignment pay for forty (40) hours a week, for each week where clerical GIS functions are performed.

5. Employees in the classifications of Administrative Typist II will receive a premium of five (5%) percent above their current hourly rate of pay when assigned to and performing the duties associated with Water dispatching.

6. Employees in the classifications of Administrative Typist II will receive a premium of five (5%) percent above their current hourly rate of pay when assigned to and performing the duties associated with the Aviation Communications Center.
ARFF Supplemental Agreement

AIRCRAFT RESCUE FIREFIGHTERS SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, made and entered into this 1st day of November 1, 2020, 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 November 1, 2020.

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 November, 2020, 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
- Article 6 Subjects for Bargaining
- Article 7 Union Business
- Article 8 Wages, Sections 2, 3, 4, and 6
- Article 10 Holidays, Sections 1, 3 through 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
- 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 38    Labor Management Committee
Article 39    Successor
Article 40    Uniforms

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

Article 8    Wages, Sections 1 and 5
Article 10   Holidays, Section 7
Article 26   Miscellaneous, Section G

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.

Article 9    Hours of Work and Overtime
Article 11   Vacation
Article 12   Sick Leave
Article 15   Funeral Leave

It is hereby agreed that the following articles of the Agreement shall not apply to Airport Rescue Firefighters:

Article 8    Wages, Sections 7 and 8
Article 10   Holidays, Section 2
ARTICLE 8  WAGES

Section 1. Rates

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

Effective: January 1, 2021  
Grade 220

<table>
<thead>
<tr>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>48 hour</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.12</td>
<td>17.10</td>
<td>18.39</td>
<td>19.62</td>
<td>21.34</td>
</tr>
</tbody>
</table>

| 40 hour|        |        |        |        |
| 15.75  | 20.52  | 22.05  | 23.55  | 25.61  |

Effective: January 1, 2022  
Grade 220

<table>
<thead>
<tr>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>48 hour</td>
<td>Reopener per Article 36</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40 hour</td>
<td>Reopener per Article 36</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Effective: January 1, 2023  
Grade 220

<table>
<thead>
<tr>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>48 hour</td>
<td>Reopener per Article 36</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40 hour</td>
<td>Reopener per Article 36</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 mos.</td>
<td>12 mos.</td>
<td>12 mos.</td>
<td>12 mos.</td>
<td>------</td>
</tr>
</tbody>
</table>

If Management accepts a negotiated wage offer or any other new monetary incentive (i.e., signing bonus, etc.), a fact-finder’s award, a conciliator’s award, or is compelled to pay by operation of law, a wage increase for the 2021-2023 wage rates during the Fraternal Order of Police, the International Association of Firefighters, and/or the Building Trades Council successor contract negotiations, or offers to City non-represented employees a wage rate that is greater than the wage rate negotiated with the Union, Management will provide this wage offer or any other new
monetary incentive to the Union at the conclusion of the successor contract negotiations with the Fraternal Order of Police, the International Association of Firefighters and/or the Building Trades Council. The increased wage rate or any other new monetary incentive will become effective January 1 of the relevant year.

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.

American Rescue Plan Lump Sum Payment

On or about July 1, 2021, or the first pay period after July 1, 2021, all employees in the bargaining unit, who were hired on or before May 1, 2021, and who are on payroll as July 1, 2021, shall receive a one-time American Rescue Plan Lump Sum Payment equal to two thousand ($2,000.00) dollars. The lump-sum payment is not considered a percent of pay and will not be pensionable by the Ohio Public Employees Retirement System.

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. Rates

<table>
<thead>
<tr>
<th></th>
<th>January 1, 2021</th>
<th>January 1, 2022</th>
<th>January 1, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 Hour</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.63</td>
<td>30.78</td>
<td>33.08</td>
<td>35.33</td>
</tr>
<tr>
<td>38.42</td>
<td></td>
<td>Reopener per Article 36</td>
<td>Reopener per Article 36</td>
</tr>
</tbody>
</table>

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

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 work performed by an employee who has been recalled to work at a time disconnected with their normal work day. Such call-in 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 forty-eight (48) hour work week will be paid a meal allowance under the following conditions:

A. If an employee stays beyond their 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, they 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.

Section 5. Compensatory Time

At the time overtime is worked by an employee, the employee has the option to request either the overtime compensation or compensatory time. Compensatory time off in lieu of any overtime pay shall be accrued at the option of the employee, up to the contractual maximum. Compensatory time off shall be accrued on the basis of time and one-half for actual overtime hours worked and may not be accumulated in excess of forty-eight (48) hours. No accumulation or usage of compensatory time within a given year in excess of forty-eight (48) hours will be allowed. Any overtime worked when the employee is at the compensatory accrual maximum will be paid at the normal overtime rate.

An employee requesting to use accrued compensatory time must submit their written request to supervision at least twenty-four (24) hours prior to commencement of such leave. This 24-hour time-limit may be waived by the Division Manager. Where the 24-hour time-limit has been waived, the request and response shall be verbal. Management may deny the compensatory time off request, if it creates scheduling or overtime issues within the division. If Management denies the compensatory time off request, the employee may elect to cancel the request and the compensatory time will be added back to the employee’s compensatory time balance, or the employee may receive payment for the denied compensatory time off request. Compensatory time off may be taken in units of not less than one tenth of one-hour (0.1) or six (6) minute increments.
ARTICLE 10  HOLIDAYS

Section 7.  Pay for Holidays

Aircraft Rescue Firefighters who work the normal 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 the employee is serving.  A platoon shift employee shall be granted one (1) AFSCME Workers’ Memorial Day per calendar year.  The AFSCME Workers’ Memorial Day will be treated like all other holidays under this section for platoon shift personnel; provided that, the employee will elect which work week to receive the additional one-fifth (1/5) of the employee’s weekly pay.

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.  A forty (40) hour employee shall be granted one (1) AFSCME Workers’ Memorial Day per calendar year.  The AFSCME Workers’ Memorial Day is one (1) complete workday and 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 their supervisor.  The AFSCME Workers’ Memorial Day shall not be cumulative or converted to cash payment.  All AFSCME Workers’ Memorial Day 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.
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 their accrued hourly vacation credits until after they have been employed with the City for nine (6) 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 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 the employee works or is on
paid leave one-half (½) or more of their 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. On or before January 31st, each employee entitled to vacation will schedule at least one week of vacation on consecutive days. The employee must take a complete week of vacation during each calendar year. A vacation taken during a holiday week shall fulfill this requirement if the total time off is at least one week. The balance may be taken in units of not less than one tenth of one-hour (0.1) or six (6) minute increments. 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 their City-wide seniority, but an employee shall not be forced to take more than one week’s vacation in any six (6) month period.

A Department Director may elect not to require their departmental employee’s to schedule and take a consecutive week of vacation; provided that, the Director and/or City provides written notice to the Union on or before December 15 of the preceding year of the election. The election will be effective for all department employees and will last for one (1) calendar year.

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 written notice that vacation has been approved or denied (including reason for denial) 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 their written request to supervision at least one (1) work day prior to commencement of such leave. This one (1) day time-limit may be waived by the Division Manager. Where the one (1) day time-limit has been waived, the request and response shall be verbal.

Non-prescheduled vacation may be taken in units of no less than one tenth of one-hour (0.1) or six (6) minute increments. Further, these one tenth of one-hour (0.1) or six (6) minute increments shall not be used to cover tardiness situations.

Section 7. Transfer of Credits

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

Section 8. Credit Equivalent

Aircraft Rescue Firefighters assigned to the normal 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:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Charge from Vacation Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day Off</td>
<td></td>
</tr>
<tr>
<td>1/3</td>
<td>1</td>
</tr>
<tr>
<td>2/3</td>
<td>2</td>
</tr>
<tr>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>7</td>
</tr>
<tr>
<td>4</td>
<td>9</td>
</tr>
<tr>
<td>5</td>
<td>11</td>
</tr>
<tr>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>7</td>
<td>15</td>
</tr>
<tr>
<td>8</td>
<td>18</td>
</tr>
<tr>
<td>9</td>
<td>20</td>
</tr>
<tr>
<td>10</td>
<td>22</td>
</tr>
<tr>
<td>11</td>
<td>24</td>
</tr>
<tr>
<td>12</td>
<td>26</td>
</tr>
<tr>
<td>13</td>
<td>28</td>
</tr>
<tr>
<td>14</td>
<td>30</td>
</tr>
</tbody>
</table>
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, except as provided herein. Employees who are granted their leave of absence with pay shall continue to accrue sick leave at the regular prescribed rate during such absence. Sick leave credits will not accrue during periods of suspension or other types of leave without pay.

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

<table>
<thead>
<tr>
<th>Working Days</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>No Credit</td>
</tr>
<tr>
<td>2 - 3</td>
<td>1/4 Day Credit</td>
</tr>
<tr>
<td>4 - 5</td>
<td>½ Day Credit</td>
</tr>
<tr>
<td>6 - 7</td>
<td>3/4 Day Credit</td>
</tr>
<tr>
<td>8 - 9</td>
<td>1-1/4 Day Credit</td>
</tr>
</tbody>
</table>

Section 2. Sick Leave Balance Conversion

On January 1, 2015, all sick credits existing for personnel covered herein will be multiplied by a factor of two (2). Employees converting to more than 140 credits shall be allowed to carry such credits until they have decreased credits due to conversion to vacation per this Article or due to usage.

Section 3. 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, physical incapacity, or medical or dental appointments.

B. Illness of an employee’s spouse, domestic partner, parent, minor child, I.R.S. dependent adult children up to age 22 or older if physically or mentally disabled, or dependent requiring the employee’s personal care and attendance, may be granted in accordance with Personnel Policies and Procedures, Section 5.01 in effect on March 5, 2012, and guidelines established therein. Management may request that the employee provide appropriate documentation establishing the family and/or dependent relationship pursuant to this section.

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, provided that, the employee may not receive City sick leave and temporary total disability compensation from the State of Ohio at the same time.

E. An employee who becomes ill after reporting to work shall report to their 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 tenth of one-hour (0.1) or six (6) minute increments.

Section 4. Use of Sick Leave

All sick leave credits for platoon personnel shall be used at the rate of two (2) credits per twenty-four hours of work.

All sick leave credits for non-platoon personnel shall be used at the rate of one (1) credit per eight (8) hours of work.

Section 5. 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 their 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 6. Employee’s Responsibility

At least one-half (1/2) hour before the starting time of their 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 7. Fraction of a Day

Absence for a fraction of a day that is chargeable to sick leave shall be charged proportionately for the hours of sick leave used as follows:
- Platoon shift personnel – 0.0832 credits per hour of sick leave used
- 8 hour personnel – 0.125 credits per hour of sick leave used

Section 8. 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 Human Resources. 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 one (1) platoon shift).
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 9. Reinstatement Credit

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

Section 10. Conversion of Sick Leave Credits

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

A. An employee who has more than thirty (30) sick leave credits may convert up to fifteen (15) of these credits to vacation credits on the basis of three (3) sick leave credits for one (1) vacation credit.

B. If an employee has in excess of ninety (90) sick leave credits, the employee 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.

C. Those employees having an excess of two-hundred-fifty (250) sick leave credits must convert those credits in excess of two-hundred-fifty (250) at a rate of two (2) to one (1) or lose such credits.

D. Sick leave may also be converted to cash per the following incentive plan:
1. The review period for each incentive will be from January 1 through December 31 of each calendar year.

2. During this annual period, an employee will be allowed to use up to forty-eight (48) hours of sick leave and still participate in the sick leave incentive plan.

3. The forty-eight (48) hours is a hard cap and cannot be extended due to FMLA designated leave.

4. If an employee qualifies for the sick leave incentive, the employee will be allowed to receive cash at their current hourly rate of pay, in lieu of the normal sick leave to vacation conversion on January of each year.

5. The cash incentive shall be administered as follows:
   a. An employee who has more than thirty (30) sick leave credits may convert up to fifteen (15) of these credits to cash credits on the basis of three (3) sick leave credits for one (1) cash credit. A cash credit equates to nine point six (9.6) hours of pay at the employee’s current hourly rate, with a maximum of forty-eight (48) hours of pay in any calendar year.
   b. If an employee has in excess of ninety (90) sick leave credits, he/she may convert up to ten (10) sick leave credits to cash credits on the basis of two (2) sick leave credits for one (1) cash credit. A cash credit equates to nine point six (9.6) hours of pay at the employee’s current hourly rate, with a maximum of forty-eight (48) hours of pay in any calendar year.
   c. Those employees having an excess of one hundred twenty-five (125) sick leave credits may convert up to fifteen (15) sick leave credits to cash credits on the basis of two (2) sick leave credits for one (1) cash credit. A cash credit equates to nine point six (9.6) hours of pay at the employee’s current hourly rate, with a maximum of seventy-two (72) hours of pay in any calendar year.
   d. Conversions shall be made based upon the number of sick leave hourly credits earned as of January 1 of each year.
   e. Conversion shall be made during the first two (2) weeks of January of each year and paid in the first pay period of February of each year.

Scheduling of such sick leave credit conversion to vacation credits shall be subject to the Division Manager and the efficient operation of the department.

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 to facilitate vacation scheduling. An employee may convert at some other time during the year with approval of the division head.

G. Conversion privilege may be used if 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, service, and/or disability 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 up 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.e. eight (8) hours of pay). The maximum amount of credits for retirement payout conversion shall be capped at one-hundred-forty (140).

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 from vacation credits to sick leave credits may be accomplished by memorandum placed in the employee’s personnel file. Reconversion may not exceed the original sick leave to vacation conversion in any given year.

Section 11. 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 12. 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. The City shall not use uniformed police or security officers to make house calls to employees to verify appropriate use of sick or injury leave.
ARTICLE 15  
FUNERAL LEAVE

A. 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, domestic partner, 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 person living in the same household shall be considered 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. In the event of multiple deaths at different times, each death shall count as a separate occurrence.

B. 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 G. 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.
This Supplemental Agreement is made and entered into the 1st day of November 1, 2020, 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 November 1, 2020, 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 13 Leaves of Absence
- Article 14 Funeral Leave
- Article 16 Military Leave
- Article 17 Jury Leave
- Article 19 Insurance, Sections 1, and 4 through 10
- Article 20 Seniority
- Article 23 Transfers
- Article 24 Grievance and Arbitration Procedure
- Article 25 Discipline and Dismissal Procedure
- Article 26 Miscellaneous
- 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 38  Labor Management Committee  
Article 39  Successor  
Article 40  Uniforms

It is hereby agreed that the following articles of the Agreement shall not apply to part-time service and maintenance employees:

Article 18  Longevity  
Article 19  Insurance, Sections 2 and 3  
Article 21  Promotions, Layoff, and Recall  
Article 22  Interclassification Transfers

It is hereby agreed that, in lieu of the articles of the Agreement listed above, the following articles are substituted and applicable to part-time service and maintenance employees:

Article 5  Recognition of Union  
Article 8  Wages  
Article 9  Hours of Work and Overtime  
Article 10  Holidays  
Article 11  Vacation  
Article 12  Sick Leave  
Article 14  Injury Leave
ARTICLE 5  RECOGNITION OF UNION/UNION SECURITY

Section 1.  Bargaining Rights

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

Section 2.  Unit Defined

Employees who have completed their initial probationary period with the City and are assigned to classifications listed below are included in the City bargaining unit.

<table>
<thead>
<tr>
<th>Class Code</th>
<th>Class Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>6091</td>
<td>Account Clerk B (PT)</td>
</tr>
<tr>
<td>6093</td>
<td>Admin. Typist II (PT)</td>
</tr>
<tr>
<td>3399</td>
<td>Aircraft Rescue Firefighter (PT)</td>
</tr>
<tr>
<td>4057</td>
<td>Aquatics Specialist (PT)</td>
</tr>
<tr>
<td>8000</td>
<td>Aviation Facilities Workers (PT)</td>
</tr>
<tr>
<td>6077</td>
<td>Building Attendant I (PT)</td>
</tr>
<tr>
<td>6084</td>
<td>Head Lifesaving Instructor (PT)</td>
</tr>
<tr>
<td>6076</td>
<td>Laborer (PT)</td>
</tr>
<tr>
<td>6079</td>
<td>Lifesaving Instructor (PT)</td>
</tr>
<tr>
<td>0086</td>
<td>Office Worker (PT)</td>
</tr>
<tr>
<td>6027</td>
<td>Public Works Helper (PT)</td>
</tr>
<tr>
<td>4069</td>
<td>Recreation &amp; Parks Aide (PT)</td>
</tr>
<tr>
<td>4068</td>
<td>Recreation &amp; Parks Aide – CDL (PT)</td>
</tr>
<tr>
<td>6082</td>
<td>Recreation Leader II (PT)</td>
</tr>
<tr>
<td>6089</td>
<td>Stores Clerk I (PT)</td>
</tr>
</tbody>
</table>

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.  Union Dues Deduction Authorization

All employees in the bargaining units defined herein who, one hundred and eighty (180) days from the date of hire who are members in good standing of the Union, are required to pay the Union a dues deduction as permitted by the provisions of Section 4117.09 (C) of the Ohio Revised Code. 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.

The City will deduct from the wages the regular monthly Union dues of members. Deduction 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, 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 bargaining unit members from whom deductions were not made, the name, address, social security number of each employee;

C. The name of each Union member whose name has been dropped from the prior check off list and the reason for the omission.

Section 5. Union Membership Revocation/Maintenance of Membership

Employees who are members of the union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.

Section 6. Union Dues Revocation

Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of employees’ dues checkoff authorization cards are available from the Union upon request.
ARTICLE 8  WAGES

Section 1.  Rates

A. Employees shall be paid the following hourly rates.
   
   Effective January 1, 2021 - $15.47 per hour
   Effective January 1, 2022 - Reopener per Article 36
   Effective January 1, 2023 - Reopener per Article 36

B. Head Life-Saving Instructor (PT), Recreation Leader II (PT), and Aircraft Rescue Firefighters (PT) shall be paid the following hourly rates.
   
   Effective January 1, 2021 - $19.62 per hour
   Effective January 1, 2022 - Reopener per Article 36
   Effective January 1, 2023 - Reopener per Article 36

If Management accepts a negotiated wage offer or any other new monetary incentive (i.e., signing bonus, etc.), a fact-finder’s award, a conciliator’s award, or is compelled to pay by operation of law, a wage increase for the 2021-2023 wage rates during the Fraternal Order of Police, the International Association of Firefighters, and/or the Building Trades Council successor contract negotiations, or offers to City non-represented employees a wage rate that is greater than the wage rate negotiated with the Union, Management will provide this wage offer or any other new monetary incentive to the Union at the conclusion of the successor contract negotiations with the Fraternal Order of Police, the International Association of Firefighters and/or the Building Trades Council. The increased wage rate or any other new monetary incentive will become effective January 1 of the relevant year.

Section 2. American Rescue Plan Lump Sum Payment

On or about July 1, 2021, or the first pay period after July 1, 2021, all employees in the bargaining unit, who were hired on or before May 1, 2021, and who are on payroll as July 1, 2021, shall receive a one-time American Rescue Plan Lump Sum Payment equal to two thousand ($2,000.00) dollars. The lump-sum payment is not considered a percent of pay and will not be pensionable by the Ohio Public Employees Retirement System.

Section 3.2 Working out of Classification

Aircraft Rescue Firefighters (PT) may work in a higher paid classification as a shift supervisor. All other part-time employees shall not work in a higher paid job classification.
Section 43. Wage Deduction

The City shall deduct the equivalent of ten point eight (10.80) thirty-five (35) hours of compensation from the pay check of each part-time bargaining unit member, except the Aircraft Rescue Firefighter (PT), during the 2021 calendar year. The City shall deduct the equivalent of eleven point one two (11.12) thirty-six (36) hours of compensation from the pay check of each Aircraft Rescue Firefighter (PT). Deductions shall be made in equal installments on a bi-weekly basis beginning on the employee's first payroll after January 1, 2021, and ending in April 2021 the last payroll period ending in December 2021. These deductions will equate to approximately 1.35 hours of pay for each pay period in 2021. This deduction shall not impact the required number of hours worked for each employee. The City will cease these wages deductions after deducting ten point eight (10.80) or eleven point one two (11.12 ) hours from any part-time employee.

Section 54. Cost Savings Days (CSDs)

Each bargaining unit member, who was hired or on payroll prior to April 11, 2021, except Aircraft Rescue Firefighter (PT), shall receive five (5) paid CSDs to be used during the 2021 calendar year. Aircraft Rescue Firefighters (PT), who were hired or on payroll payroll prior to April 11, 2021, will receive thirty-six (36) hours of CSDs to be used during the 2021 calendar year. Any CSDs not used before December 31, 2021, shall be lost, and the employee shall not receive any compensation for unused CSDs. Any employee who retires or resigns from the City on or before December 31, 2021, shall repay all compensation paid on account of the use of these CSDs that exceeds their payroll deduction described in Section 7 above. Any unused CSDs will not be paid out if an employee leaves City employment. The CSDs shall only be granted in complete day increments. The CSDs will be the first five (5) days complete leave days used by each full-time bargaining unit employees as vacation or sick leave. If the CSD is used as a sick leave day, Management may not deny the CSD request and it will not constitute a sick occurrence, and the request does not require 24 hour prior approval.

An employee requesting a CSD must submit their written request to supervision at least twenty-four (24) hours prior to commencement of such leave. This 24-hour time-limit may be waived by the Division Manager. Where the 24-hour time-limit has been waived, the request and response shall be verbal. Management may deny the CSD request, unless the CSD is being used as a sick day, if it causes scheduling or overtime issues within the division.

Section 65. Accreditation

Aircraft Rescue Firefighter (PT) who become E.M.T.P. certified by the State of Ohio are eligible for accreditation pay of $103.08 paid 26 times per annum commencing with the pay period following receipt by the Director of Aviation of said certification.
ARTICLE 9        HOURS OF WORK & OVERTIME

Section 1.  Schedule of Hours

The normal schedule of hours, for all part-time employees except Aircraft Rescue Firefighter (PT), will be thirty-five (35) hours per week, with two consecutive days off during the work week. The normal schedule of hours for Aircraft Rescue Firefighter (PT) will be thirty-six (36) 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

If an employee works a schedule of seven (7) hours for each work day, the 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. If a part-time employee works a schedule that exceeds seven (7) hours for each work day, then the employee will receive a fifteen (15) rest period for each four (4) hours of work, subject to the scheduling requirements of Management.

Section 4.  Compensatory Time

At the time overtime is worked by an employee, the employee has the option to request either the overtime compensation or compensatory time. Compensatory time off in lieu of any overtime pay shall be accrued at the option of the employee, up to the contractual maximum. Compensatory time off shall be accrued on the basis of time and one-half for actual overtime hours worked and may not be accumulated in excess of thirty-six (36) hours for Aircraft Rescue Firefighter (PT), and thirty-five (35) hours for all other part-time bargaining unit members. No accumulation or usage of compensatory time within a given year in excess of thirty-six (36) hours for Aircraft Rescue Firghter (PT), or thirty-five (35) hours for all other part-time bargaining unit members will be allowed. Any overtime worked when the employee is at the compensatory accrual maximum will be paid at the normal overtime rate.

An employee requesting to use accrued compensatory time must submit their written request to supervision at least twenty-four (24) hours prior to commencement of such leave. This 24-hour time-limit may be waived by the Division Manager. Where the 24-hour time-limit has been waived the request and response shall be verbal. Management may deny the compensatory time off request, if it creates scheduling or overtime issues within the division. If Management denies the compensatory time off request, the employee may elect to cancel the request and the compensatory time will be added back to the employee’s compensatory time balance, or the employee may receive payment for the denied compensatory time off request. Compensatory time off may be taken in units of not less than one tenth of one-hour (0.1) or six (6) minute increments.
ARTICLE 10  HOLIDAYS

Section 1.  Holidays Off Without Pay & Holidays Off With Pay

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
AFSCME Workers' Memorial Day

For employees working in a 24 hour/7 day a week operation, except for the Dayton Convention Center and the Department of Recreation & Youth Services (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.  AFSCME Workers' Memorial Day

An employee shall be granted one (1) AFSCME Workers’ Memorial Day per calendar year. The AFSCME Workers’ Memorial Day is a complete workday and 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 their supervisor. The AFSCME Workers’ Memorial Day shall not be cumulative or converted to cash payment. An AFSCME Workers’ Memorial Day 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.
Section 3. 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.

Section 4. Leave for Unpaid Holidays

Employees who are not scheduled to work on unpaid holidays shall be permitted to use vacation leave to cover the unpaid holiday.
ARTICLE 11      VACATION

Section 1.    Accrual

All regular part-time employees earn vacation hourly credits at the rate of six (6) hours of leave after working or being on paid leave for seventy (70) hours during each calendar month of service.

No employee may use their accrued hourly vacation credits until after they have been employed with the City for six months.

Section 2.    Maximum Vacation Use

The maximum number of vacation hourly credits that may be used during any vacation year is one-hundred-nineteen (119) hours.

Section 3.    Maximum Vacation Accrual

The maximum number of hourly credits that may be carried over from year to year is one-hundred-nineteen (119) hours. Vacation hourly credits in excess of one-hundred-nineteen (119) hours shall be reduced to one-hundred-nineteen (119) 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, vacation hourly credits in excess one-hundred-nineteen (119) 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. On or before January 31st, each employee entitled to vacation will schedule and take at least thirty-five (35) hourly vacation credits on consecutive days. The employee must take a complete week of vacation during each calendar year. A vacation taken during a holiday week shall fulfill this requirement if the total time off is at least a week. The balance may be taken in units of not less than one tenth of one-hour (0.1) or six (6) minute increments.

A Department Director may elect not to require their departmental employee’s to schedule and take a consecutive week of vacation; provided that, the Director and/or City provides written notice to the Union on or before December 15 of the preceding year of the election. The election will be effective for all department employees and will last for one (1) calendar year.

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 to use seven (7) hours or more vacation hourly credits. Employees may take their vacation according to their 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
written notice that vacation has been approved or denied (including the reason for denial) 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 they may have accumulated shall continue to be available for their use. In the case of death, resignation, termination, or lay-off of an employee, there shall be paid to the employee, or widow/widower or other beneficiary as provided by statute, in addition to back pay then due, an amount that will compensate the employee for hourly vacation leave which has accrued in accordance with this article.

Section 6. Non-Prescheduled Vacation

An employee requesting non-prescheduled vacation must submit their written request to supervision at least twenty-four (24) hours prior to commencement of such leave. This twenty-four (24) hour time-limit may be waived by the Division Manager.

Non-prescheduled vacation may be taken in units of not less than one tenth of one-hour (0.1) hour or six (6) minute increments. Further, these one tenth of one-hour (0.1) hour or six (6) minute increments shall not be used to cover tardiness situations.
ARTICLE 12  SICK LEAVE

Section 1.  Accrual

All regular part-time employees earn sick leave hourly credits at the rate of seven (7) credit hours after working or being on paid leave for seventy (70) hours during each calendar month of service.

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, physical incapacity, or medical or dental appointments.

B.  Illness of an employee’s spouse, domestic partner, parent, minor child, including I.R.S. dependent adult children up to age 22 or older if physically or mentally disabled, or dependent requiring the employee’s personal care and attendance, may be granted in accordance with Personnel Policies and Procedures, Section 5.01 in effect on March 5, 2012, and guidelines established therein.  Management may request that the employee provide appropriate documentation establishing the family and/or dependent relationship pursuant to this section.

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, provided that, the employee may not receive City sick leave and temporary total disability compensation from the State of Ohio at the same time.

E.  An employee who becomes ill after reporting to work shall report to their 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 tenth of one hour (0.1) or six (6) minute increments.

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 their 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 their 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 of not less than one tenth of one-hour (0.1) or six (6) minute 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 Human Resources. 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 their layoff, placed to their 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 or cash, 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 one hundred five (105) hours of those credits to vacation hourly credits on
the basis of three (3) sick leave hourly credits for one (1) vacation hour.

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 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 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 placed in the employee’s
personnel file. Reconversion may not exceed the original sick leave to vacation
conversion in any given year.

F. Sick leave may also be converted to cash per the following incentive plan:
   1. The review period for each incentive will be from January 1 through December 31 of
each calendar year.
   2. During this annual period, an employee will be allowed to use up to thirty-five (35)
hours of sick leave and still participate in the sick leave incentive plan.
   3. The thirty-five (35) hours is a hard cap and cannot be extended due to FMLA
designated leave.
   4. If an employee qualifies for the sick leave incentive, the employee will be allowed to
receive cash at their current hourly rate of pay, in lieu of the normal sick leave to
vacation conversion on January of each year.
   5. The cash incentive shall be administrated as follows:
      (a) An employee who has more than two hundred ten (210) sick leave hourly credits
may convert up to one hundred twenty (120) of those credits to cash on the basis
of three (3) sick leave hourly credits for one (1) hour of regular pay.
      (b) Those employees having in excess of four hundred and six (406) sick leave hourly
credits must convert those credits in excess of four hundred and six (406) hourly
credits at a rate of three (3) hours of sick leave credits to one (1) hour of regular

pay. In no case will more than four hundred six (406) sick leave hourly credits, after conversion, be recognized. In no instance shall any employee be credited with more than four hundred ninety (490) hourly sick leave credits.

6. Conversions shall be made based upon the number of sick leave hourly credits earned as of January 1, of each year.

7. Conversion shall be made during the first two (2) weeks of January of each year and paid in the first pay period of February of each 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. The City shall not use uniformed police or security officers to make house calls to employees to verify appropriate use of sick or injury 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 educational programs and 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 twenty-five (25) calendar day increments for short term or intermittent FMLA qualifying leave. However, the use of sick leave without pay in a complete twenty-five (25) day increment shall be considered as FMLA leave and part of the fifty (50) calendar days of leave referenced above.
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.

Injury leave may be taken in units of not less than one tenth of one-hour (0.1) or six (6) minute increments.

Employees seeking their initial treatment for a work-related injury on the date of the injury will not be charged injury leave, and instead will just be placed on regular City pay. All subsequent absences, unless an employee treats at the City of Dayton Off-Site Clinic, must be covered by injury leave, or the employee’s paid leave.

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-employment at the same rate of pay received immediately prior to the date of such illness or injury, upon approval of their 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.
In WITNESS WHEREOF, the parties hereto have set their hands this 28th day of January, 2021.

FOR THE CITY OF DAYTON:

Shelley Dickstein
City Manager

Kenneth R. Couch, Director
Department of Human Resources

Brent L. McKenzie, Deputy Director
Department of Human Resources

Dawn D. Manuel, Division Manager
Department of Human Resources

Katy Branson, Executive Secretary
Department of Human Resources

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

Stacey Benson-Taylor
Regional Director
AFSCME Ohio Council 8

Ann Sulfridge
President
DPSU, Local 101

Sean Harber
Vice-President
DPSU, Local 101

Yolanda Sanders
Secretary-Treasurer
DPSU, Local 101

Leo Geiger, Blue Collar Chairperson
DPSU, Local 101

Alfreda Jones, Clerical Chairperson
DPSU, Local 101
## CLERICAL AND TECHNICAL GRADE RATE SCHEDULE

<table>
<thead>
<tr>
<th>WEEK</th>
<th>YEAR</th>
<th>2%</th>
<th>2%</th>
<th>2%</th>
<th>2%</th>
<th>2%</th>
<th>2%</th>
<th>2%</th>
<th>2%</th>
</tr>
</thead>
<tbody>
<tr>
<td>STEP 2</td>
<td>STEP 3</td>
<td>STEP 4</td>
<td>STEP 5</td>
<td>STEP 6</td>
<td>STEP 7</td>
<td>STEP 8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>602.80</td>
<td>622.40</td>
<td>640.40</td>
<td>722.80</td>
<td>761.60</td>
<td>774.00</td>
<td>786.80</td>
<td>796.40</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>31,345.60</td>
<td>32,364.80</td>
<td>33,300.80</td>
<td>37,585.60</td>
<td>39,603.20</td>
<td>40,248.00</td>
<td>40,913.60</td>
<td>41,412.80</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>611.20</td>
<td>630.40</td>
<td>651.20</td>
<td>735.60</td>
<td>774.00</td>
<td>786.80</td>
<td>796.40</td>
<td>814.40</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>31,782.40</td>
<td>32,780.80</td>
<td>33,862.40</td>
<td>38,251.20</td>
<td>40,248.00</td>
<td>40,913.60</td>
<td>41,412.80</td>
<td>42,348.80</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>620.40</td>
<td>639.60</td>
<td>658.40</td>
<td>747.20</td>
<td>786.80</td>
<td>796.40</td>
<td>814.40</td>
<td>825.60</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>32,260.80</td>
<td>33,259.20</td>
<td>34,236.80</td>
<td>38,854.40</td>
<td>40,913.60</td>
<td>41,412.80</td>
<td>42,348.80</td>
<td>42,931.20</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>633.20</td>
<td>653.20</td>
<td>672.00</td>
<td>757.20</td>
<td>796.40</td>
<td>814.40</td>
<td>825.60</td>
<td>838.80</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>32,926.40</td>
<td>33,966.40</td>
<td>34,944.00</td>
<td>39,374.40</td>
<td>41,412.80</td>
<td>42,348.80</td>
<td>42,910.40</td>
<td>43,617.60</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>640.40</td>
<td>660.40</td>
<td>683.20</td>
<td>768.40</td>
<td>814.40</td>
<td>825.60</td>
<td>838.80</td>
<td>854.40</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>33,300.80</td>
<td>34,340.80</td>
<td>35,526.40</td>
<td>39,956.80</td>
<td>42,348.80</td>
<td>42,931.20</td>
<td>43,617.60</td>
<td>44,428.80</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>654.00</td>
<td>674.80</td>
<td>695.60</td>
<td>786.00</td>
<td>825.60</td>
<td>838.80</td>
<td>854.40</td>
<td>870.80</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>34,008.00</td>
<td>35,089.60</td>
<td>36,171.20</td>
<td>40,872.00</td>
<td>42,931.20</td>
<td>43,617.60</td>
<td>44,428.80</td>
<td>45,281.60</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>668.00</td>
<td>688.80</td>
<td>711.60</td>
<td>796.00</td>
<td>838.80</td>
<td>854.40</td>
<td>870.80</td>
<td>891.60</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>34,736.00</td>
<td>35,817.60</td>
<td>37,003.20</td>
<td>41,392.00</td>
<td>43,617.60</td>
<td>44,428.80</td>
<td>45,281.60</td>
<td>46,363.20</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>683.20</td>
<td>702.40</td>
<td>726.40</td>
<td>813.20</td>
<td>854.40</td>
<td>870.80</td>
<td>891.60</td>
<td>903.60</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>35,526.40</td>
<td>36,524.80</td>
<td>37,772.80</td>
<td>42,286.40</td>
<td>44,428.80</td>
<td>45,281.60</td>
<td>46,363.20</td>
<td>46,987.20</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>693.20</td>
<td>715.60</td>
<td>737.20</td>
<td>827.60</td>
<td>870.80</td>
<td>891.60</td>
<td>903.60</td>
<td>923.60</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>36,046.40</td>
<td>37,211.20</td>
<td>38,334.40</td>
<td>43,035.20</td>
<td>45,281.60</td>
<td>46,363.20</td>
<td>46,987.20</td>
<td>48,027.20</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>708.00</td>
<td>730.40</td>
<td>753.20</td>
<td>842.80</td>
<td>891.60</td>
<td>903.60</td>
<td>923.60</td>
<td>941.60</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>36,816.00</td>
<td>37,980.80</td>
<td>39,166.40</td>
<td>43,825.60</td>
<td>46,363.20</td>
<td>46,987.20</td>
<td>48,027.20</td>
<td>48,963.20</td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td>STEP 1</td>
<td>STEP 2</td>
<td>STEP 3</td>
<td>STEP 4</td>
<td>STEP 5</td>
<td>STEP 6</td>
<td>STEP 7</td>
<td>STEP 8</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>$18.00</td>
<td>$18.57</td>
<td>$19.18</td>
<td>$21.48</td>
<td>$22.59</td>
<td>$23.09</td>
<td>$23.54</td>
<td>$24.07</td>
<td></td>
</tr>
<tr>
<td>WEEK</td>
<td>$720.00</td>
<td>$742.80</td>
<td>$767.20</td>
<td>$859.20</td>
<td>$903.60</td>
<td>$923.60</td>
<td>$941.60</td>
<td>$962.80</td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td>$37,440.00</td>
<td>$38,625.60</td>
<td>$39,894.40</td>
<td>$44,678.40</td>
<td>$46,987.20</td>
<td>$48,027.20</td>
<td>$48,963.20</td>
<td>$50,065.60</td>
<td></td>
</tr>
<tr>
<td>WEEK</td>
<td>$738.40</td>
<td>$761.60</td>
<td>$786.00</td>
<td>$874.00</td>
<td>$923.60</td>
<td>$941.60</td>
<td>$962.80</td>
<td>$984.40</td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td>$38,396.80</td>
<td>$39,603.20</td>
<td>$40,872.00</td>
<td>$44,678.40</td>
<td>$46,987.20</td>
<td>$48,027.20</td>
<td>$48,963.20</td>
<td>$50,065.60</td>
<td></td>
</tr>
<tr>
<td>WEEK</td>
<td>$752.40</td>
<td>$775.20</td>
<td>$798.40</td>
<td>$893.20</td>
<td>$941.60</td>
<td>$962.80</td>
<td>$984.40</td>
<td>$1,004.80</td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td>$39,124.80</td>
<td>$40,310.40</td>
<td>$41,516.80</td>
<td>$45,446.40</td>
<td>$46,987.20</td>
<td>$48,027.20</td>
<td>$48,963.20</td>
<td>$50,065.60</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>$19.25</td>
<td>$19.87</td>
<td>$20.46</td>
<td>$22.84</td>
<td>$24.07</td>
<td>$24.61</td>
<td>$25.12</td>
<td>$25.66</td>
<td></td>
</tr>
<tr>
<td>WEEK</td>
<td>$770.00</td>
<td>$794.80</td>
<td>$818.40</td>
<td>$913.60</td>
<td>$962.80</td>
<td>$984.40</td>
<td>$1,004.80</td>
<td>$1,026.40</td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td>$40,040.00</td>
<td>$41,329.60</td>
<td>$42,556.80</td>
<td>$47,507.20</td>
<td>$50,065.60</td>
<td>$51,188.80</td>
<td>$52,249.60</td>
<td>$53,372.80</td>
<td></td>
</tr>
<tr>
<td>WEEK</td>
<td>$786.80</td>
<td>$813.20</td>
<td>$838.40</td>
<td>$930.00</td>
<td>$984.40</td>
<td>$1,004.80</td>
<td>$1,026.40</td>
<td>$1,050.40</td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td>$40,913.60</td>
<td>$42,286.40</td>
<td>$43,596.80</td>
<td>$48,360.00</td>
<td>$51,188.80</td>
<td>$52,249.60</td>
<td>$53,372.80</td>
<td>$54,620.80</td>
<td></td>
</tr>
<tr>
<td>WEEK</td>
<td>$803.20</td>
<td>$832.00</td>
<td>$857.20</td>
<td>$946.40</td>
<td>$1,004.80</td>
<td>$1,026.40</td>
<td>$1,050.40</td>
<td>$1,071.20</td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td>$41,766.40</td>
<td>$43,264.00</td>
<td>$44,574.40</td>
<td>$49,212.80</td>
<td>$52,249.60</td>
<td>$53,372.80</td>
<td>$54,620.80</td>
<td>$55,702.40</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>$21.87</td>
<td>$22.70</td>
<td>$23.45</td>
<td>$25.87</td>
<td>$27.49</td>
<td>$28.48</td>
<td>$28.66</td>
<td>$29.22</td>
<td></td>
</tr>
<tr>
<td>WEEK</td>
<td>$874.80</td>
<td>$908.00</td>
<td>$938.00</td>
<td>$1,034.80</td>
<td>$1,099.60</td>
<td>$1,139.20</td>
<td>$1,146.40</td>
<td>$1,168.80</td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td>$45,489.60</td>
<td>$47,216.00</td>
<td>$48,776.00</td>
<td>$53,809.60</td>
<td>$57,179.20</td>
<td>$59,238.40</td>
<td>$59,612.80</td>
<td>$60,777.60</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
<th>STEP 6</th>
<th>STEP 7</th>
<th>STEP 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>6 Months</td>
<td>12 Months</td>
<td>12 Months</td>
<td>12 Months</td>
<td>12 Months</td>
<td>12 Months</td>
<td>----</td>
</tr>
<tr>
<td>GRADE</td>
<td>BASIS</td>
<td>STEP 1</td>
<td>STEP 2</td>
<td>STEP 3</td>
<td>STEP 4</td>
<td>STEP 5</td>
<td>STEP 6</td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>2021</td>
<td>2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>101</td>
<td></td>
<td>$ 14.96</td>
<td>$ 15.43</td>
<td>$ 15.91</td>
<td>$ 16.42</td>
<td>$ 17.31</td>
<td>$ 18.46</td>
</tr>
<tr>
<td>WEEK</td>
<td></td>
<td>$ 598.40</td>
<td>$ 617.20</td>
<td>$ 636.40</td>
<td>$ 656.80</td>
<td>$ 692.40</td>
<td>$ 738.40</td>
</tr>
<tr>
<td>YEAR</td>
<td></td>
<td>$ 31,116.80</td>
<td>$ 32,094.40</td>
<td>$ 33,092.80</td>
<td>$ 34,153.60</td>
<td>$ 36,004.80</td>
<td>$ 38,396.80</td>
</tr>
<tr>
<td>2021</td>
<td>2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WEEK</td>
<td></td>
<td>$ 606.00</td>
<td>$ 625.20</td>
<td>$ 645.60</td>
<td>$ 668.00</td>
<td>$ 692.80</td>
<td>$ 750.40</td>
</tr>
<tr>
<td>YEAR</td>
<td></td>
<td>$ 31,512.00</td>
<td>$ 32,510.40</td>
<td>$ 33,571.20</td>
<td>$ 34,736.00</td>
<td>$ 36,025.60</td>
<td>$ 39,020.80</td>
</tr>
<tr>
<td>2021</td>
<td>2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>103</td>
<td></td>
<td>$ 15.47</td>
<td>$ 15.95</td>
<td>$ 16.42</td>
<td>$ 17.01</td>
<td>$ 17.56</td>
<td>$ 19.04</td>
</tr>
<tr>
<td>WEEK</td>
<td></td>
<td>$ 618.80</td>
<td>$ 638.00</td>
<td>$ 656.80</td>
<td>$ 680.40</td>
<td>$ 702.40</td>
<td>$ 750.40</td>
</tr>
<tr>
<td>YEAR</td>
<td></td>
<td>$ 32,177.60</td>
<td>$ 33,176.00</td>
<td>$ 34,153.60</td>
<td>$ 35,380.80</td>
<td>$ 36,524.80</td>
<td>$ 39,603.20</td>
</tr>
<tr>
<td>2021</td>
<td>2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>104</td>
<td></td>
<td>$ 15.72</td>
<td>$ 16.18</td>
<td>$ 16.68</td>
<td>$ 17.28</td>
<td>$ 17.89</td>
<td>$ 19.37</td>
</tr>
<tr>
<td>WEEK</td>
<td></td>
<td>$ 628.80</td>
<td>$ 647.20</td>
<td>$ 667.20</td>
<td>$ 691.20</td>
<td>$ 715.60</td>
<td>$ 774.80</td>
</tr>
<tr>
<td>YEAR</td>
<td></td>
<td>$ 32,697.60</td>
<td>$ 33,654.40</td>
<td>$ 34,694.40</td>
<td>$ 35,942.40</td>
<td>$ 37,211.20</td>
<td>$ 40,289.60</td>
</tr>
<tr>
<td>2021</td>
<td>2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>105</td>
<td></td>
<td>$ 16.00</td>
<td>$ 16.50</td>
<td>$ 17.05</td>
<td>$ 17.60</td>
<td>$ 18.23</td>
<td>$ 19.74</td>
</tr>
<tr>
<td>WEEK</td>
<td></td>
<td>$ 640.00</td>
<td>$ 660.00</td>
<td>$ 682.00</td>
<td>$ 704.00</td>
<td>$ 729.20</td>
<td>$ 789.60</td>
</tr>
<tr>
<td>YEAR</td>
<td></td>
<td>$ 33,280.00</td>
<td>$ 34,320.00</td>
<td>$ 35,464.00</td>
<td>$ 36,608.00</td>
<td>$ 37,918.40</td>
<td>$ 41,059.20</td>
</tr>
<tr>
<td>2021</td>
<td>2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>106</td>
<td></td>
<td>$ 16.34</td>
<td>$ 16.82</td>
<td>$ 17.35</td>
<td>$ 17.96</td>
<td>$ 18.57</td>
<td>$ 20.03</td>
</tr>
<tr>
<td>WEEK</td>
<td></td>
<td>$ 653.60</td>
<td>$ 672.80</td>
<td>$ 694.00</td>
<td>$ 718.40</td>
<td>$ 742.80</td>
<td>$ 801.20</td>
</tr>
<tr>
<td>YEAR</td>
<td></td>
<td>$ 33,987.20</td>
<td>$ 34,985.60</td>
<td>$ 36,088.00</td>
<td>$ 37,356.80</td>
<td>$ 38,625.60</td>
<td>$ 41,662.40</td>
</tr>
<tr>
<td>YEAR</td>
<td>WEEK</td>
<td>YEAR</td>
<td>WEEK</td>
<td>YEAR</td>
<td>WEEK</td>
<td>YEAR</td>
<td>WEEK</td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
</tr>
<tr>
<td>107</td>
<td></td>
<td>108</td>
<td></td>
<td>109</td>
<td></td>
<td>110</td>
<td></td>
</tr>
<tr>
<td>$16.56</td>
<td>$17.09</td>
<td>$17.60</td>
<td>$18.23</td>
<td>$18.89</td>
<td>$20.42</td>
<td>$20.81</td>
<td>$21.17</td>
</tr>
<tr>
<td>$662.40</td>
<td>$683.60</td>
<td>$704.00</td>
<td>$729.20</td>
<td>$755.60</td>
<td>$816.80</td>
<td>$832.40</td>
<td>$846.80</td>
</tr>
<tr>
<td>$34,444.80</td>
<td>$35,547.20</td>
<td>$36,608.00</td>
<td>$37,918.40</td>
<td>$39,291.20</td>
<td>$42,473.60</td>
<td>$43,284.80</td>
<td>$44,033.60</td>
</tr>
<tr>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
</tr>
<tr>
<td>110</td>
<td></td>
<td>111</td>
<td></td>
<td>112</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$17.31</td>
<td>$17.85</td>
<td>$18.41</td>
<td>$19.04</td>
<td>$19.70</td>
<td>$21.17</td>
<td>$21.71</td>
<td>$22.22</td>
</tr>
<tr>
<td>$692.40</td>
<td>$714.00</td>
<td>$736.40</td>
<td>$761.60</td>
<td>$788.00</td>
<td>$846.80</td>
<td>$868.40</td>
<td>$888.80</td>
</tr>
<tr>
<td>$36,004.80</td>
<td>$37,128.00</td>
<td>$38,292.80</td>
<td>$39,603.20</td>
<td>$40,976.00</td>
<td>$44,033.60</td>
<td>$45,156.80</td>
<td>$46,217.60</td>
</tr>
<tr>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
</tr>
<tr>
<td>112</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$17.96</td>
<td>$18.53</td>
<td>$19.15</td>
<td>$19.77</td>
<td>$20.50</td>
<td>$22.22</td>
<td>$22.55</td>
<td>$23.07</td>
</tr>
<tr>
<td>$718.40</td>
<td>$741.20</td>
<td>$766.00</td>
<td>$790.80</td>
<td>$820.00</td>
<td>$888.80</td>
<td>$902.00</td>
<td>$922.80</td>
</tr>
<tr>
<td>$37,356.80</td>
<td>$38,542.40</td>
<td>$39,832.00</td>
<td>$41,121.60</td>
<td>$42,640.00</td>
<td>$46,217.60</td>
<td>$46,904.00</td>
<td>$47,985.60</td>
</tr>
<tr>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
</tr>
<tr>
<td>108</td>
<td></td>
<td>110</td>
<td></td>
<td>111</td>
<td></td>
<td>112</td>
<td></td>
</tr>
<tr>
<td>$16.98</td>
<td>$17.50</td>
<td>$18.00</td>
<td>$18.60</td>
<td>$19.26</td>
<td>$20.81</td>
<td>$21.17</td>
<td>$21.71</td>
</tr>
<tr>
<td>$679.20</td>
<td>$700.00</td>
<td>$720.00</td>
<td>$744.00</td>
<td>$770.40</td>
<td>$832.40</td>
<td>$846.80</td>
<td>$868.40</td>
</tr>
<tr>
<td>$35,318.40</td>
<td>$36,400.00</td>
<td>$37,440.00</td>
<td>$38,688.00</td>
<td>$40,060.80</td>
<td>$43,284.80</td>
<td>$44,033.60</td>
<td>$45,156.80</td>
</tr>
<tr>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
</tr>
<tr>
<td>109</td>
<td></td>
<td>110</td>
<td></td>
<td>111</td>
<td></td>
<td>112</td>
<td></td>
</tr>
<tr>
<td>$17.31</td>
<td>$17.85</td>
<td>$18.41</td>
<td>$19.04</td>
<td>$19.70</td>
<td>$21.17</td>
<td>$21.71</td>
<td>$22.22</td>
</tr>
<tr>
<td>$692.40</td>
<td>$714.00</td>
<td>$736.40</td>
<td>$761.60</td>
<td>$788.00</td>
<td>$846.80</td>
<td>$868.40</td>
<td>$888.80</td>
</tr>
<tr>
<td>$36,004.80</td>
<td>$37,128.00</td>
<td>$38,292.80</td>
<td>$39,603.20</td>
<td>$40,976.00</td>
<td>$44,033.60</td>
<td>$45,156.80</td>
<td>$46,217.60</td>
</tr>
<tr>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
</tr>
<tr>
<td>110</td>
<td></td>
<td>111</td>
<td></td>
<td>112</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$17.56</td>
<td>$18.16</td>
<td>$18.68</td>
<td>$19.31</td>
<td>$20.03</td>
<td>$21.71</td>
<td>$22.22</td>
<td>$22.55</td>
</tr>
<tr>
<td>$702.40</td>
<td>$726.40</td>
<td>$747.20</td>
<td>$772.40</td>
<td>$801.20</td>
<td>$868.40</td>
<td>$888.80</td>
<td>$902.00</td>
</tr>
<tr>
<td>$36,524.80</td>
<td>$37,772.80</td>
<td>$38,854.00</td>
<td>$40,164.80</td>
<td>$41,662.40</td>
<td>$45,156.80</td>
<td>$46,217.60</td>
<td>$46,904.00</td>
</tr>
<tr>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
</tr>
<tr>
<td>111</td>
<td></td>
<td>112</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$17.96</td>
<td>$18.53</td>
<td>$19.15</td>
<td>$19.77</td>
<td>$20.50</td>
<td>$22.22</td>
<td>$22.55</td>
<td>$23.07</td>
</tr>
<tr>
<td>$718.40</td>
<td>$741.20</td>
<td>$766.00</td>
<td>$790.80</td>
<td>$820.00</td>
<td>$888.80</td>
<td>$902.00</td>
<td>$922.80</td>
</tr>
<tr>
<td>$37,356.80</td>
<td>$38,542.40</td>
<td>$39,832.00</td>
<td>$41,121.60</td>
<td>$42,640.00</td>
<td>$46,217.60</td>
<td>$46,904.00</td>
<td>$47,985.60</td>
</tr>
<tr>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
<td>2021</td>
<td>2%</td>
</tr>
<tr>
<td>112</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$18.49</td>
<td>$19.05</td>
<td>$19.67</td>
<td>$20.36</td>
<td>$21.11</td>
<td>$22.55</td>
<td>$23.07</td>
<td>$23.56</td>
</tr>
<tr>
<td>$739.60</td>
<td>$762.00</td>
<td>$786.80</td>
<td>$814.40</td>
<td>$844.40</td>
<td>$902.00</td>
<td>$922.80</td>
<td>$942.40</td>
</tr>
<tr>
<td>$38,459.20</td>
<td>$39,624.00</td>
<td>$40,913.60</td>
<td>$42,348.80</td>
<td>$43,908.80</td>
<td>$46,904.00</td>
<td>$47,985.60</td>
<td>$49,004.80</td>
</tr>
<tr>
<td>WEEK</td>
<td>YEAR</td>
<td>WEEK</td>
<td>YEAR</td>
<td>WEEK</td>
<td>YEAR</td>
<td>WEEK</td>
<td>YEAR</td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>113</td>
<td>2021</td>
<td>114</td>
<td>2021</td>
<td>115</td>
<td>2021</td>
<td>116</td>
<td>2021</td>
</tr>
<tr>
<td>113</td>
<td>2021</td>
<td>114</td>
<td>2021</td>
<td>115</td>
<td>2021</td>
<td>116</td>
<td>2021</td>
</tr>
<tr>
<td>113</td>
<td>2021</td>
<td>114</td>
<td>2021</td>
<td>115</td>
<td>2021</td>
<td>116</td>
<td>2021</td>
</tr>
<tr>
<td>113</td>
<td>2021</td>
<td>114</td>
<td>2021</td>
<td>115</td>
<td>2021</td>
<td>116</td>
<td>2021</td>
</tr>
<tr>
<td>113</td>
<td>2021</td>
<td>114</td>
<td>2021</td>
<td>115</td>
<td>2021</td>
<td>116</td>
<td>2021</td>
</tr>
<tr>
<td>113</td>
<td>2021</td>
<td>114</td>
<td>2021</td>
<td>115</td>
<td>2021</td>
<td>116</td>
<td>2021</td>
</tr>
<tr>
<td>113</td>
<td>2021</td>
<td>114</td>
<td>2021</td>
<td>115</td>
<td>2021</td>
<td>116</td>
<td>2021</td>
</tr>
<tr>
<td>113</td>
<td>2021</td>
<td>114</td>
<td>2021</td>
<td>115</td>
<td>2021</td>
<td>116</td>
<td>2021</td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td></td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>WEEK</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td></td>
<td>$ 45,532.80</td>
<td>$ 45,905.60</td>
<td>$ 47,320.00</td>
<td>$ 49,025.60</td>
<td>$ 50,627.20</td>
<td>$ 54,184.00</td>
</tr>
<tr>
<td>WEEK</td>
<td>$ 856.40</td>
<td>$ 882.80</td>
<td>$ 910.00</td>
<td>$ 942.80</td>
<td>$ 973.60</td>
<td>$ 1,042.00</td>
<td>$ 1,069.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>YEAR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td>$ 45,260.80</td>
<td>$ 46,633.60</td>
<td>$ 48,027.20</td>
<td>$ 49,878.40</td>
<td>$ 51,438.40</td>
<td>$ 55,203.20</td>
<td>$ 56,555.20</td>
</tr>
<tr>
<td>WEEK</td>
<td>$ 870.40</td>
<td>$ 896.80</td>
<td>$ 923.60</td>
<td>$ 959.20</td>
<td>$ 989.20</td>
<td>$ 1,061.60</td>
<td>$ 1,087.60</td>
</tr>
<tr>
<td>YEAR</td>
<td>$ 45,676.80</td>
<td>$ 47,049.60</td>
<td>$ 48,443.20</td>
<td>$ 50,294.40</td>
<td>$ 51,854.40</td>
<td>$ 55,619.20</td>
<td>$ 56,971.20</td>
</tr>
<tr>
<td>WEEK</td>
<td>$ 878.40</td>
<td>$ 904.80</td>
<td>$ 931.60</td>
<td>$ 967.20</td>
<td>$ 997.20</td>
<td>$ 1,069.60</td>
<td>$ 1,095.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>YEAR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td>$ 45,780.80</td>
<td>$ 47,153.60</td>
<td>$ 48,547.20</td>
<td>$ 50,398.40</td>
<td>$ 51,958.40</td>
<td>$ 55,723.20</td>
<td>$ 57,075.20</td>
</tr>
<tr>
<td>WEEK</td>
<td>$ 880.40</td>
<td>$ 906.80</td>
<td>$ 933.60</td>
<td>$ 969.20</td>
<td>$ 999.20</td>
<td>$ 1,071.60</td>
<td>$ 1,097.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>YEAR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td>$ 46,342.40</td>
<td>$ 47,777.60</td>
<td>$ 49,233.60</td>
<td>$ 51,188.80</td>
<td>$ 52,873.60</td>
<td>$ 56,555.20</td>
<td>$ 58,198.40</td>
</tr>
<tr>
<td>WEEK</td>
<td>$ 891.20</td>
<td>$ 918.80</td>
<td>$ 946.80</td>
<td>$ 984.40</td>
<td>$ 1,016.80</td>
<td>$ 1,087.60</td>
<td>$ 1,119.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>YEAR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td>$ 46,633.60</td>
<td>$ 48,068.80</td>
<td>$ 49,524.80</td>
<td>$ 51,480.00</td>
<td>$ 53,164.80</td>
<td>$ 56,846.40</td>
<td>$ 58,489.60</td>
</tr>
<tr>
<td>WEEK</td>
<td>$ 896.80</td>
<td>$ 924.40</td>
<td>$ 952.40</td>
<td>$ 990.00</td>
<td>$ 1,022.40</td>
<td>$ 1,093.20</td>
<td>$ 1,124.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>YEAR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td>$ 46,633.60</td>
<td>$ 48,068.80</td>
<td>$ 49,524.80</td>
<td>$ 51,480.00</td>
<td>$ 53,164.80</td>
<td>$ 56,846.40</td>
<td>$ 58,489.60</td>
</tr>
</tbody>
</table>
## Blue Collar Grade Rate Schedule: Salary and Wage

<table>
<thead>
<tr>
<th>YEAR</th>
<th>WEEK</th>
<th>Yearly</th>
<th>2%</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>120B</td>
<td>46,758.40</td>
<td>49,004.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>48,193.60</td>
<td>51,604.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>49,649.60</td>
<td>53,289.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>51,076.80</td>
<td>56,971.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>58,614.40</td>
<td>60,236.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>61,796.80</td>
<td>63,419.20</td>
</tr>
<tr>
<td>2021</td>
<td>120C</td>
<td>46,862.40</td>
<td>48,297.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>49,753.60</td>
<td>53,393.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>51,708.80</td>
<td>57,075.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>58,718.40</td>
<td>60,340.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>61,900.80</td>
<td>63,523.20</td>
</tr>
<tr>
<td>2021</td>
<td>121</td>
<td>47,548.80</td>
<td>49,004.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>50,523.20</td>
<td>52,312.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>54,225.60</td>
<td>58,198.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td>59,820.80</td>
<td>61,380.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>63,003.20</td>
<td>64,979.20</td>
</tr>
<tr>
<td>2021</td>
<td>121B</td>
<td>47,964.80</td>
<td>49,420.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>50,939.20</td>
<td>52,728.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>54,641.60</td>
<td>58,614.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td>60,236.80</td>
<td>61,796.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>63,419.20</td>
<td>65,395.20</td>
</tr>
<tr>
<td>2021</td>
<td>121C</td>
<td>48,068.80</td>
<td>49,524.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>51,043.20</td>
<td>52,832.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>54,745.60</td>
<td>58,718.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td>60,340.80</td>
<td>61,900.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>63,523.20</td>
<td>65,499.20</td>
</tr>
<tr>
<td>2021</td>
<td>122</td>
<td>49,004.80</td>
<td>50,481.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>52,104.00</td>
<td>53,851.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>55,764.80</td>
<td>59,820.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>61,380.80</td>
<td>63,003.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>64,979.20</td>
<td>66,664.00</td>
</tr>
<tr>
<td>YEAR</td>
<td>WEEK</td>
<td>2021 2%</td>
<td>2021 2%</td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$23.76</td>
<td>$24.47</td>
</tr>
<tr>
<td>YEAR</td>
<td>WEEK</td>
<td>$950.40</td>
<td>$978.80</td>
</tr>
<tr>
<td></td>
<td>YEAR</td>
<td>$49,420.80</td>
<td>$50,897.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$24.01</td>
<td>$24.70</td>
</tr>
<tr>
<td>YEAR</td>
<td>WEEK</td>
<td>$960.40</td>
<td>$988.00</td>
</tr>
<tr>
<td></td>
<td>YEAR</td>
<td>$49,940.80</td>
<td>$51,376.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$24.18</td>
<td>$24.95</td>
</tr>
<tr>
<td>YEAR</td>
<td>WEEK</td>
<td>$967.20</td>
<td>$998.00</td>
</tr>
<tr>
<td></td>
<td>YEAR</td>
<td>$50,294.40</td>
<td>$51,896.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$25.67</td>
<td>$26.51</td>
</tr>
<tr>
<td>YEAR</td>
<td>WEEK</td>
<td>$1,026.80</td>
<td>$1,060.40</td>
</tr>
<tr>
<td></td>
<td>YEAR</td>
<td>$53,393.60</td>
<td>$55,140.80</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
<th>STEP 6</th>
<th>STEP 7</th>
<th>STEP 8</th>
<th>STEP 9</th>
<th>STEP 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 MOS.</td>
<td>6 MOS.</td>
<td>12 MOS.</td>
<td>12 MOS.</td>
<td>12 MOS.</td>
<td>12 MOS.</td>
<td>12 MOS.</td>
<td>12 MOS.</td>
<td>12 MOS.</td>
<td>--------</td>
</tr>
</tbody>
</table>

BLUE COLLAR GRADE RATE SCHEDULE SALARY AND WAGE