



# AGREEMENT

**The City of Dayton, Ohio**



**and**

**Dayton Building &  
Construction Trades Council**



**Effective November 1, 2017  
Through October 31, 2020**

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## **ARTICLE 1 PURPOSE**

This Agreement is by and between the City of Dayton, hereinafter referred to as "Management" and the Dayton Building and Construction Trades Council of Dayton, Ohio, hereinafter referred to as the "Council."

This Agreement is made under the circumstances that the implementation of the portions of this Agreement regarding wages and fringe benefits are subject to enactment into appropriate ordinance by the City Commission pursuant to the City Charter. This Agreement fulfills the mutual obligation of the parties pursuant to Chapter 4117 of the Ohio Revised Code.

## **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 public employer as a governmental unit.

## **ARTICLE 3 COOPERATION**

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

## **ARTICLE 4 NON-DISCRIMINATION**

### **Section 1. Non-Discrimination**

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

### **Section 2. Cooperation**

Management, the Council, and each employee covered herein will cooperate fully to comply with all applicable laws, charter, constitutional provisions, and ordinances, forbid discrimination with respect to all aspects of employment because of race, religion, color, sex, age, national origin, ethnic heritage, political affiliation or disability; except where there is a bona fide occupational qualification.

## **ARTICLE 5 RECOGNITION OF UNION**

### **Section 1. Bargaining Rights**

The Council has sole and exclusive bargaining rights under this Agreement on the following subjects:

- A. Wages
- B. Hours
- C. Fringe Benefits
- D. Working Conditions

### **Section 2. Unit Defined**

The bargaining unit shall consist of all employees assigned to classifications listed below who have completed their initial probationary period in the classified service of the City of Dayton and who are not otherwise excluded by provisions of Section 4117 of the Ohio Revised Code.

Plumber  
Electronic Communications Electrician  
Construction Electrician  
Traffic Signal Electrician  
Electronic Electrician  
Lead Construction Electrician

### **Section 3. Exclusions**

All employees whose classification is not listed in Section 2 shall be excluded from the bargaining unit.

In addition, the following groups of employees are excluded from the bargaining unit:

- A. Those classes which on the effective date of this Agreement are represented by other established bargaining agents.
- B. New employees during the first six (6) months of their probationary period, however, any new employee shall be permitted dues deductions after thirty (30) days of employment.
- C. Temporary, seasonal and part-time employees other than regular part-time employees. For purposes of this section, regular part-time employees shall be defined as employees who are scheduled to work an average of less than thirty-five (35) hours per week.
- D. Professional classes. (Unless specifically included above).
- E. Individuals in the City Manager's Office, Human Resources Department and Office of the City Commission, including its various boards and commissions.
- F. Supervisory and office clerical classes.

### **Section 4. "Employee" Defined**

The term "employee" or "employees" as used in this Agreement shall refer to those persons included in the bargaining unit.

### **Section 5. Dues Deduction**

The present plan of voluntary dues deduction will continue in effect.



## **Section 6. Authorization**

Management will deduct from the wages and turn over to the proper officers of the Council the regular monthly Union dues of such employees in the classifications listed in Section 2 who shall individually and voluntarily certify in writing that they authorize such deductions. If the employee voluntarily directs, this authorization and assignment shall be automatically renewed and shall be valid for successive periods of one (1) year unless written notice to revoke such authorization is given by the employee to Management and the Union officers. Should the provisions herein above under the present or future laws of the State of Ohio be determined illegal, the obligation on behalf of Management herein shall terminate. The authorization herein above mentioned shall specifically require the employee to agree to hold Management harmless for any payments made during the term of the voluntary assignment.

## **Section 7. Bargaining Committee**

The bargaining committee of the Council will consist of not more than two (2) City of Dayton employee representatives. A replacement or alternate may be designated by the committee member when it is known before the meeting that the committee member will be absent or unavailable. Additional employee representatives may be released with the approval of their Department Director. The Council will furnish the Human Resources Director ("HR Director") with a written list of the Council's bargaining committee and alternates prior to the first bargaining meeting, and substitution changes thereto, if necessary.

## **Section 8. Labor-Management Meetings**

Labor-Management meetings are held to discuss matters of mutual interest relating to employees covered by this Agreement. The Council or Management may request a Labor-Management meeting by submitting to the Department of Human Resources ("HR") a written request, which includes the issues to be discussed.

HR will schedule the meeting within twenty (20) workdays with the appropriate individuals. If a written reply to issues raised at the meeting is requested by either party, the reply shall be provided within ten (10) workdays.

## **Section 9. Representation**

At any time Management conducts a disciplinary meeting with an employee for the purpose of determining whether or not the employee has committed an infraction which could result in disciplinary action of record (reprimand, suspension, or dismissal), the employee will be entitled to have a Steward present. The right to Steward representation is contingent upon the employee's requesting such representation and is limited to those situations in which the employee reasonably believes the investigation may result in disciplinary action.

Disciplinary charges will be sent to the Council prior to the departmental hearing. A copy of written reprimands must be sent to the Council by the supervisor. Disciplinary action will not be removed on the grounds that the Council was not provided proper notification by Management.

An employee is also entitled to have Steward representation at grievance meetings as provided in the Grievance and Arbitration Procedure, Article 19, of this Agreement. Stewards involved will be permitted reasonable time to investigate and process grievances.

The Steward may be released with the approval of HR Director, or his/her designees to participate in resolving problems that arise with respect to the interpretation and administration of the Agreement.

Any time a Steward is released by his/her supervisor for the above stated reasons, the Steward must inform his/her supervisor or HR of the employee's name and location.

Union business, other than that stated above, shall not be conducted by 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.

The Chief Steward will be permitted to appoint an employee to fulfill steward responsibilities, and in the absence of the Chief Steward or at times when the Chief Steward must delegate authority, the Steward will be permitted ample time to participate in the Union activities or City business when so authorized by the Chief Steward pursuant to the provisions of this article.

## **Section 10. Telephone Use**

Two representatives of the bargaining unit may use City telephones to make local calls regarding official union business.

## **Section 11. Personnel Policies**

Management shall notify the Council of changes to the City of Dayton Personnel Policies and Procedures Manual that affect employees in the bargaining unit. Personnel Policies shall not be applied to employees covered herein so as to conflict with the terms of this Agreement.

## ARTICLE 6 WAGES

### Section 1. Rates

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

Effective Date

January 1, 20 <u>18</u>	<u>3%</u> base wage increase
January 1, 20 <u>19</u>	<u>2%</u> base wage increase
January 1, 20 <u>20</u>	<u>2%</u> base wage increase

During this contract, employees will still progress through their contractual steps.

**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 2018-2020 wage rates during the Fraternal Order of Police or the International Association of Firefighters successor contract negotiations 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 or the International Association of Firefighters. The increased wage rate or any other new monetary incentive will become effective January 1 of the relevant year.**

### Section 2. Meal Allowance

Management 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. 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 3. Shift Differential

- A. A differential in pay will be accorded to employees who are regularly assigned to work on the second or third shift. The amount of shift differential shall be forty cents (\$0.40) per hour for all hours worked for employees on the second shift and forty-five cents (\$0.45) for all hours worked for employees on the third shift.
- B. For the purpose of vacation, holiday with pay, sick leave, funeral leave and short-term military leave, shift differential is considered as regular pay.

- C. The shift differential will not be treated as part of the basic rate for computation of overtime unless required to do so by the Fair Labor Standards Act.

#### **Section 4. 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 into work, but the employee will receive payment for all other time spent on standby in accordance with A above.
- C. Determination of need for "standby" shall be made by supervisory personnel. Supervisory personnel in each division will establish the appropriate six (6) hour periods, and post the list of time blocks.

### **ARTICLE 7 HOURS OF WORK AND OVERTIME**

#### **Section 1. Schedule of Hours**

The normal schedule of hours for employees in the bargaining unit shall consist of eight (8) consecutive hours per day, five (5) consecutive days per week, Monday through Friday, unless waived by the employee.

The normal schedule of hours for employees entering the bargaining unit after June 1, 1987 shall consist of eight (8) consecutive hours per day, five (5) consecutive days per week.

#### **Section 2. Pay for Overtime**

The City will pay overtime at the rate of time and one-half for all hours worked over eight (8) on any day or for all hours worked over forty (40) in any one work week.

The City shall endeavor to 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 at a time disconnected with his/her normal workday.

Work done in this manner shall be compensated at a minimum of three (3) hours pay (two (2) hours at a pay rate of time and one-half).

#### **Section 4. Pyramiding**

There shall be no pyramiding of overtime for the same hours worked.

### **ARTICLE 8 HOLIDAYS**

#### **Section 1. Designated Holidays**

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

#### **Section 2. Day Before and Day After**

In order for an employee to receive his/her regular pay for the holiday, he/she must work his/her regular scheduled day before and his/her regular scheduled day after a holiday. Employees who are docked because of tardiness (less than thirty (30) minutes) the day preceding or after a holiday shall not lose holiday pay. Employees on vacation, sick leave, injury leave or on a leave of absence with pay shall be considered as working their regular schedule for pay purposes. Employees who are absent without leave (AWOL) or on unpaid leave before or after a holiday shall not be paid for that holiday.

#### **Section 3. Holiday Falls on Weekend**

If the holiday falls on a Saturday, the preceding Friday will be observed as a holiday. In the event that a holiday falls on a Sunday, the following Monday shall be observed as a holiday. For the purpose of this Agreement, if an employee works other than a Monday through Friday schedule, their first day off shall be their Saturday and their second day off shall be their Sunday.

#### **Section 4. Pay for Holidays**

Employees who are not scheduled to work on a holiday designated herein shall be paid eight (8) hour's work at applicable straight time. Employees receiving night shift differential shall have their night shift differential included in their regular pay for purposes of holiday pay. Employees who work on either the actual holiday under Section 1 above or the observed holiday under Section 3 above shall be paid eight (8) hours pay plus time and one-half for hours worked on either the actual or observed holiday, but not both.

## **Section 5. Personal Leave Day**

An employee shall be granted three (3) personal leave days per calendar year if continuously employed for at least six (6) months prior to taking such leave. The personal leave days shall be taken by the employee during the calendar year in which granted under this section, at a time mutually agreed upon by the employee and his/her supervisor. In cases of personal emergency, the employee may take no less than one (1) hour increments without twenty-four (24) hour notice. Examples of personal emergency are sudden family illness or injury or transportation problems. The personal leave days shall not be cumulative or converted to cash payment. The personal leave days, except in the instance of personal emergency as described above, must be requested no less than twenty-four (24) hours prior to taking such leave. Employees successfully completing their initial probationary period prior to April 1 of any calendar year shall be permitted to utilize three (3) personal leave days. Employees successfully completing their initial probationary period prior to July 1 and October 1 of any calendar year shall be permitted to utilize two (2) and one (1) personal leave, days respectively. Except for personal emergencies as described above, these one (1) personal leave hour increments shall not be used to cover tardiness situations.

## **ARTICLE 9 VACATION**

### **Section 1. Vacation Accrual**

Employees will earn vacation leave at the rate of eight (8) hours of leave for each completed month of service.

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

### **Section 2. Supplementary Accrual**

In addition to the 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 hourly credits annually  
After 8 years – 24 supplementary hourly credits annually  
After 12 years – 48 supplementary hourly credits annually  
After 16 years – 64 supplementary hourly credits annually  
After 20 years – 80 supplementary hourly credits annually

### **Section 3. 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 credits that may be carried over from year to year is two hundred forty (240).

### **Section 4. 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) 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 5. Complete Month**

An employee shall be credited with a complete month of service if he/she works or is on paid leave one-half (1/2) or more of his/her scheduled workdays in any one (1) month.

### **Section 6. Vacation Year**

Vacation year for purposes of accreditation shall be from January 1 to December 31. Each employee entitled to vacation will schedule at least one (1) week of vacation (i.e., forty (40) hours) on consecutive days. The balance may be taken in units of not less than one (1) hour.

An employee shall have the right to take vacation according to his/her seniority, subject to scheduling requirements of Management; but an employee shall not be forced to take more than one (1) 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. Any prescheduled and approved vacation shall not be denied. The Division Manager shall be responsible for ensuring the employee of verbal notice that the vacation has been approved or denied and such notice shall be given within thirty (30) calendar days from the date the employee's request card is submitted. In the event said notice is not received by an employee pursuant to the above, such vacation shall be considered as approved. Any prescheduled and approved vacation shall not be denied. Ten (10) days or less may be used in lieu of time off for suspension for disciplinary purposes.

### **Section 7. Non-Prescheduled Vacation**

An employee requesting non-prescheduled vacation must submit his/her written request to supervision at least one (1) workday prior to commencement of such leave. This provision may be waived by the Division Manager. Further, these one (1) hour increments shall not be used to cover tardiness situations.

## **Section 8. Transfer of Credits**

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

## **ARTICLE 10 SICK LEAVE**

### **Section 1. Accrual**

All employees shall accrue sick leave hourly credits at the rate of ten (10) credit hours per completed month of service; and any sick leave accrued, but not used or converted as hereinafter provided in any year, shall be cumulative in succeeding years to a maximum of one thousand one hundred twenty (1,120) hourly credits.

Employees who are granted their leave of absence with pay shall continue to accrue sick leave hourly credits at the regular prescribed rate during such absence. Sick leave hourly credits will not accrue during periods of suspension or other types of leave without pay.

### **Section 2. Granting of Sick Leave**

An employee eligible for sick leave may 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, child or dependent requiring the employee's personal care and attendance, will be granted in accordance with Personnel Policies and Procedures, Section 5.01 and guidelines established therein. Management may request that the employee provide appropriate documentation establishing the family and/or dependent relationship pursuant to this section. Additional sick leave time for those purposes may be granted upon written recommendation of the attending physician and upon approval of the Department Director.
- C. Enforced quarantine of the employee in accordance with community health regulations.
- D. Where injury leave has expired and the employee must be absent from work for an additional period.



- E. Employees who become ill after reporting to work will be sent home or to a medical facility by supervision. The employee will be charged for the hours lost from work in units of not less than one (1) hourly credit.

### **Section 3. Reinstatement**

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

### **Section 4. Employee's Responsibility**

Before the starting time of his/her shift, an employee going on sick leave or emergency personal leave shall inform his/her immediate supervisor of that fact, except in the case of provable inability to make a phone call, and provided further that the call shall be made as soon as possible thereafter.

### **Section 5. Fraction of a Day**

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

### **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 and/or medical release to duty form

from the emergency room or urgent care facility returning the employee to restricted or full duty.

- E.** The employee will use City form S-69 except for members going to the V.A. Center in which case the City will accept the certificate from the V.A. Center.

## **Section 7. Reinstatement Credit**

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

## **Section 8. Conversion of Sick Leave Credits**

In any one (1) year, sick leave hourly credits may be converted to not more than forty (40) vacation hourly credits 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 administered as follows:

- A. An employee who has more than two hundred forty (240) sick leave hourly credits may convert up to seventy-two (72) hours of those credits to vacation hourly credits on the basis of three (3) sick leave hourly credits for one (1) vacation hourly credit, provided a balance of two hundred forty (240) sick leave hourly credits remain.
- B. If an employee has five hundred twenty-eight (528) or more sick leave hourly credits, he/she may convert up to one hundred twenty (120) hourly credits to vacation hourly credits on the basis of three (3) sick leave credits for one (1) vacation hourly credit, provided a balance of four hundred eight (408) sick leave hourly credits remain. Scheduling of such conversion days off shall be subject to scheduling of the Division Manager and the efficient operation of the department.
- C. If an employee has in excess of seven hundred twenty (720) sick leave hourly credits, he/she may convert up to eighty (80) sick leave hourly credits to vacation hourly credits on the basis of two (2) sick leave hourly credits for one (1) vacation hourly credit, provided a balance of seven hundred twenty (720) sick leave hourly credits remain. Scheduling of such days off shall be subject to the scheduling of the Division Manager and the efficient operation of the department.
- D. Those employees having in excess of one thousand (1,000) sick leave hourly credits must convert those credits in excess of one thousand (1,000) hourly credits at a rate of two (2) hours of sick leave to one (1) hour of vacation leave or lose such credits, provided a balance of one thousand (1,000) sick leave hourly credits remain. In no case will more than one thousand (1,000) sick leave hourly credits, after conversion, be recognized. Scheduling of such conversion days off shall be subject to the Division Manager and the efficient operation of the department. In no instance shall any employee be credited with more than one thousand one hundred twenty (1,120) sick leave hourly credits.

- E. Conversions shall be made based upon the number of sick leave hourly credits earned as of January 1 of each year.
- F. Conversions shall be made during the first two (2) weeks of January of each year in order to facilitate vacation scheduling. An employee may convert at some other time during the year with the approval of his/her Division Manager.
- G. Reconversions may be accomplished by memorandum placed in the employee's personnel file. Reconversions may not exceed the original sick leave to vacation conversion in any given year.
- H. Retirement means an employee is eligible by age, disability and/or service requirements of the Public Employees Retirement System to receive a pension benefit at time of separation from City employment. At retirement, an employee who has from two hundred forty (240) to one thousand one hundred twenty (1,120) sick leave hourly credits may convert them to regular pay. The conversion shall be at the rate of two (2) sick leave hourly credits for one (1) hour of regular pay.
- I. If an employee who would otherwise be eligible for retirement benefits dies while still employed, then the benefits under Paragraph H will be paid to the deceased employee's estate.
- J. 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 in 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, he/she 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. Conversion 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 Credits**

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

### **Section 10. False Claim**

Management 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 or working for another employer while on sick leave and may take disciplinary action, including discharge.

## **ARTICLE 11 LEAVES OF ABSENCE**

### **Section 1. Leaves Without Pay**

Leaves without pay for personal reasons may be granted by the City Manager upon written request for periods not in excess of ninety (90) calendar days. Employees absent due to illness, pregnancy, or other physical incapacity may be granted sick leave without pay after paid sick leave has been exhausted. Such unpaid sick leave may be extended or renewed beyond a total of ninety (90) calendar days with the express approval of the City Manager. Upon return from such leave, the employee will be reinstated in his/her old position or one of equal grade.

### **Section 2. Reinstatement**

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

## ARTICLE 12 INJURY LEAVE

### Section 1. Service Connected Injury

A. In the event of job connected occupational illness or injury wherein the employee reports said injury within twenty-four (24) hours of 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 may be granted by the City Manager according to the following schedule.

Step	First 5 Work Days at Full Pay	Subsequent Workdays at Full Pay	Subsequent Workdays at 2/3 Pay
5	5	55	60
4	5	35	70
3	5	20	75
2	0	0	70
1	0	0	60

#### **Benefit Level**

The amount of injury leave available to an employee for each injury leave usage is determined by what step an employee is in at the time of the injury leave usage. An injury leave usage is a separate absence of injury leave.

#### **New Employees**

New bargaining unit employees are placed in step three (3) at the completion of their initial probationary period. Employees entering the bargaining unit from another City position in which they were covered by an injury leave step plan will enter the Building Trades plan at their existing step level.

#### **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.

#### **Step Regression**

- A. An employee who has an injury leave usage shall move to the next lower step on his/her return to work date.
- B. Recommendations in reference to the extent of leave authorized shall be based upon the advice of the City Physician and/or other competent medical authority.

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

## **Section 2. Workers' Compensation**

At the expiration of the injury leave granted, if the employee is still unable to return to work, the employee may avail him/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 Industrial Commission will be requested to begin weekly payment under the provisions of the Worker's Compensation Act.

## **Section 3. Return to Work Program**

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

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

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

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

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

## **Section 4. Reinstatement**

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

## **Section 5. False Claim**

Management 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 for working for another employer while on injury leave and may take disciplinary action, including discharge.

# **ARTICLE 13 FUNERAL LEAVE**

## **Section 1. Eligibility**

Paid leave to attend the funeral of a member of the employee's immediate family shall be granted by the Department Director for three (3) workdays. Proof of death and relationship of the deceased may be requested. The immediate family is defined as his/her: spouse, domestic partner, parent, parent-in-law, stepparent, child, stepchild, brother, step-brother, sister, step-sister, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, brother-in-law, and sister-in-law. Other relatives living in the same household shall be considered as immediate family. A guardian is one who legally has the care and management of the person or the estate, or both, of a child during its minority. In the event of multiple deaths at different times, each death shall count as a separate occurrence.

## **Section 2. Additional Time**

If additional time is necessary for an employee to attend the funeral of a member of his/her immediate family as defined in Section 1 above, said employee shall be entitled to use two (2) vacation or two (2) sick leave work days for this purpose, provided said employee has a balance of two (2) vacation or two (2) sick leave days prior to departure. Sick leave used in conjunction with funeral leave shall not be counted as an occurrence against the employee's attendance record.

# **ARTICLE 14 MILITARY LEAVE**

## **Section 1. Physical Examination**

An employee shall be granted permission to be absent from work in order to receive his/her physical examination for compulsory military service in the Armed Forces of the United States. The employee shall be entitled to paid leave for that purpose during such absence, for a period not to exceed three (3) consecutive calendar days. Employees wishing to enlist shall be permitted to take one (1)

enlistment physical and shall receive no more than one (1) day of leave for that physical. Management may require written evidence of the number of necessary days of absence.

## **Section 2. Short-Term Military Leave**

- A. This leave is granted in accordance with Ohio State Law.
- B. Employees who are members of the Ohio organized militia, or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to a military leave of absence without loss of pay for the time they are performing service in the uniformed services for a period of up to one hundred seventy-six (176) hours, within any calendar year.
- C. To qualify for the benefits provided, the employee must show his/her field orders to his/her Division Manager prior to reporting for training or duty.
- D. In order for the employee to receive his/her pay, the employee must complete a Military Leave Affidavit. This affidavit will be submitted to the Department of Human Resources in triplicate.
- E. 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 or absence, the lesser of the following:
  - 1. The difference between the employee's gross monthly wage or salary with the City and the sum of the employee's gross uniformed pay and allowances received that month; or,
  - 2. Five (\$500.00) hundred dollars.
- B. No City employee shall receive payments while on Extended Military Leave if the sum of the employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross monthly wage or salary with the City.
- C. Employees on Extended Military Leave will receive retirement credit for time spent in Military service.



- D. Replacements for employees leaving on Extended Military Leave will be hired with permanent status, but are subject to layoff when the employee on leave returns.
- E. When an employee who has been on Extended Military Leave returns, he/she will receive any wage adjustments and step increases that would be due as though he had been actively on the payroll.

#### **Section 4. Employment Severance**

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

### **ARTICLE 15 JURY LEAVE**

An employee required to serve on a jury before a court empowered by law to require such service shall be excused from duty for the time required for such service and shall be paid his/her regular hourly rate less his/her jury pay, provided he/she notifies his/her Division Manager five (5) days prior to such jury service date. Employees must submit a certification from the appropriate tribunal stating the amount of payment the employee received and the period of time that the employee's services were needed and the extent to which such services were utilized. 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 2<sup>nd</sup> (evening) or 3<sup>rd</sup> (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 2<sup>nd</sup> (evening) shift, he/she will be released the day of jury duty. If an employee works 3<sup>rd</sup> (night) shift, he/she will be released the shift before jury duty.

### **ARTICLE 16 INSURANCE**

#### **Section 1. Coverage**

Management will offer bargaining unit employees insurance.

## **Section 2. Employee Contributions**

Employees shall pay a contribution of \$70.00 per month for single coverage.

Employees shall pay a contribution of \$200.00 per month for family coverage.

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, and/or out-of-pocket amounts during the Fraternal Order of Police or the International Association of Firefighters successor contract negotiations that is 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 or the International Association of Firefighters. 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 3. 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 his or her deductible.

The plan will have a Doctor's Office co-pay of \$20 per visit, after an employee has met his or her deductible.

## **Section 4. Dental Care**

Management shall contribute thirty-four dollars (\$34.00) per month to the AFSCME Care Plan for Dental Care II Coverage.

## **Section 5. Vision Care**

Management 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 6. Coordination of Benefits**

Health care benefits provided herein shall be subject to coordination of benefits in accordance with stipulation of the carrier.

## **Section 7. Subrogation**

If a member incurs covered health care 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 the member's rights of recovery against said third party, to the extent of any and all payments made hereunder by carrier with respect to such illness or injury. The member or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure to carrier such rights of recovery.

## **Section 8. Unemployment Compensation**

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

## **Section 9. Failure of Carrier to Pay Claim**

Failure of the insurance carrier to pay a claim shall not be the subject matter of the grievance arbitration procedure, however, Management will make its best efforts to see that claims are resolved.

## **Section 10. Life Insurance**

Management will pay the full cost of the premium toward the purchase of Group Life Insurance in the amount of twenty-five thousand dollars (\$25,000) and Accidental Death and Dismemberment Insurance in the amount of twenty-five thousand dollars (\$25,000). Management will offer supplemental life insurance coverage for the employees, as long as, the selected life insurance carrier continues to offer supplemental coverage. The employee will be responsible for the entire cost of any supplemental life insurance.

## **Section 11. Health Care Committee**

The Council will select no more than two (2) representatives to be present and participate in all City of Dayton Healthcare Committee meetings to review health care insurance in the upcoming years of 2010. 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 12. Long Term Disability Insurance**

Employees may elect to enroll in Long Term Disability ("LTD") Insurance through the City of Dayton Benefits Plan. 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 13. Spousal Eligibility**

If the employee's spouse is eligible for 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 must carry the spouse as primary.

### **Section 14. Pharmacy Carve-out**

**The parties agree that Management may "carve-out" the pharmacy benefits under this article for the health care plan year beginning January 1, 2020. If Management believes that the pharmacy "carve-out" represents a savings to the City's insurance plan in 2019, then the City will solicit bids from pharmacy benefit managers (PBM) in the marketplace for the City's business in 2020. The City will then present the PBM bids to the City's joint health insurance committee for a recommendation of which PBM to select. The City agrees to follow the recommendation of the joint health care insurance committee on which PBM to select; if, the selection of a PBM and the pharmacy benefit "carve-out" saves the City's health insurance plan monies in the 2020 healthcare plan year.**

### **Section 15. ACA Cadillac Tax**

**The City Manager may opt to reopen this Agreement on the sole issue of timing of HSA/HRA. The City Manager will only trigger this reopener if the timing of the HSA/HRA contributions will expose the City to penalties under the ACA. The reopening is only for the timing of the contributions, and will not affect the amount of the HSA/HRA contribution. Such notice of reopener must be given by the City at least sixty (60) days prior to February 1, 2019. The reopening of this 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 by the parties will become effective January 1, 2020. If the parties have not reached settlement and/or completed the dispute settlement procedure set forth herein by October 1, 2019, the parties agree that they will make a non-binding temporary adjustment to the time of HSA/HRA contributions that will avoid penalties under the ACA, and such action will become effective January 1, 2020. The parties will then finalize the dispute settlement procedures set forth in O.R.C. Section 4117.14 with the results of the negotiation process or any settlement effective January 1, 2021.**

## ARTICLE 17 LONGEVITY

### Section 1. Longevity Pay Rates

Every employee covered by this Agreement shall receive a payment for recognition of service and training 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, but less than fifteen (15) 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, but less than twenty (20) 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 or more 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** payday of **October** of each year. **The employee may receive the flat rate amount or the payment equal to a percentage of their base, 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 November 1 of a payment year, he/she shall receive full payment in accordance with the above payment schedule.

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

## ARTICLE 18 DISCIPLINE AND DISMISSAL PROCEDURE

- A. Disciplinary action shall be only for just cause, however, when Management takes any disciplinary action resulting from Charges against an employee, said action will be initiated no later than thirty-five (35) calendar days following knowledge by the supervisor of the events upon which the disciplinary action is based. This time limit may be waived by mutual agreement of Management and the Council.
- 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, Management shall deliver or mail a copy of the Charges and Specifications to the Council's Executive Secretary 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 five (5) calendar days from the date of receipt by either Union official. Should the Union fail to receive a copy of the Charges and Specifications as prescribed herein, the hearing shall be rescheduled by Management. The Charges and Specifications shall state the alleged violations and set the time and place for a hearing before the Department Director or his/her designated representative.

- 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 Council, either to the Civil Service Board in accordance with the City Charter and Civil Service Rules and Regulations, or through the grievance and arbitration procedure set forth in this Agreement, to be introduced at Step 3 where the Division Manager served as the hearing officer, or at Step 4 where the Department Director served as the hearing officer.

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

- D. When any disciplinary action listed above is taken, the employee shall have ten (10) calendar days from the effective date of the suspension, reduction or dismissal in which to elect his/her appeal procedure, and such election must be made in writing to the Civil Service Board. If the election is for the grievance and arbitration procedure, it shall include a written waiver of his/her right to appeal to Civil Service and to the courts. If no election is filed, the matter will be considered resolved.
- E. In the event the employee submits both a grievance and arbitration procedure election and an appeal to Civil Service, the employee shall be automatically deemed to have elected an appeal to Civil Service only.
- F. At any time Management conducts a disciplinary meeting with an employee for the purpose of determining whether or not the employee has committed an infraction which could result in disciplinary action of record (reprimand, suspension, or dismissal), the employee will be entitled to have a Steward present. The right to Steward representation is contingent upon the employee's requesting such representation and is limited to those situations in which the employee reasonably believes the investigation may result in disciplinary action. An employee who requests representation pursuant to this section may require the supervisor to verify in writing that said request was denied or a Steward is not necessary. A copy of the written verification shall be given to the employee immediately after signing by the supervisor or as soon as possible thereafter.
- G. After two (2) years from date of issue, any and all reprimands shall be removed from the employee's personnel file at his/her written request and shall not be considered in subsequent determinations of discipline. Management shall send to the Union President, a copy of each reprimand

issued to any member of the bargaining unit. No progressive disciplinary action will be initiated by Management based on a training memo or counseling that is older than two (2) years.

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

- 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 department charges. No loss of seniority shall occur should the employee choose this option.

## **ARTICLE 19 GRIEVANCE AND ARBITRATION PROCEDURE**

A "grievance" is defined as any complaint that Management is in non-compliance with a specific provision of this Agreement; provided, however:

If specific administrative agency relief of a judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of a specific matter (such as Worker's Compensation, Unemployment Compensation, Board of Review, E.E.O.C., Civil Rights Commission), such matter may not be made the subject of a grievance and may not be processed as such.

If a grievance arises between an employee and Management and/or the Council and Management with respect to the interpretation, application, or enforcement of the provisions of this Agreement, such grievances shall be handled as follows: The employee shall first discuss his/her grievance with his/her first line supervisor, with the Steward present, and attempt to resolve the dispute.

### **Step 1. First Line Management and/or Superintendent**

In the event the dispute is not resolved in accordance with the above paragraph, the aggrieved employee shall deliver his/her written grievance to his/her immediate supervisor outside the bargaining unit within ten (10) calendar days after the employee has knowledge of, or should have had knowledge of the incident upon which the alleged grievance is based. The supervisor and/or Division Manager will answer the grievance in writing within ten (10) workdays after receipt. If the employee is not satisfied with the written answer of the supervisor and/or Division Manager, he/she may refer the grievance to the Second Step of the grievance procedure. If the employee does not refer his/her grievance

to the Second Step of the grievance procedure within ten (10) workdays after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved.

The grievance as prepared in Step 1 shall be prepared in five (5) copies by the grievant and given to the supervisor under Step 1. The supervisor shall make distribution of said copies as follows: Retain one (1) and deliver:

- One (1) copy to the Manager of the Division
- One (1) copy to the Director of the Department
- One (1) copy to HR
- The fifth (5<sup>th</sup>) copy shall be retained by the employee

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

## **Step 2. Department Director**

The grievance, along with all correspondence, shall be submitted to the Department Director. The Department Director or his/her representative shall investigate the grievance and schedule a grievance meeting within ten (10) days. Management and the Council may each have no more than four (4) representatives at the grievance meeting. Both the Council and Management have the right to call such witnesses as are necessary to the investigation of the grievance. The Department Director shall reply to the Council and the grievant in writing within seven (7) workdays after completion of the grievance meeting.

If the answer of the Department Director is not satisfactory to the Council the grievance may be appealed to the Third Step within ten (10) workdays of receipt of reply from the Department Director. If the written notice of intent to invoke the Third Step of the grievance procedure is not received by the HR Director within ten (10) workdays after receipt of the Department Director's answer, it shall be considered to be satisfactorily resolved.

## **Step 3. Director of Human Resources**

The grievance, along with all correspondence, shall be submitted to the HR Director. The HR Director or his/her representative shall investigate the grievance and, if necessary, schedule a grievance meeting within ten (10) workdays after receipt of the grievance by the HR Director. Management and the Council may not have more than four (4) representatives at the grievance meeting.

Both the Council and Management have the right to call such witnesses as are necessary in the investigation of the grievance. The HR Director or his/her designee shall reply to the Council and the grievant in writing within seven (7) workdays after completion of the grievance meeting or receipt of the grievance, whichever is later. If the answer of the HR Director is not satisfactory to the Council, the grievance may be appealed to the arbitration procedure (Step 4). If the written notice of intent to file under the arbitration procedure is not received by the HR Director within ten (10) days after receipt of his/her reply to the grievance, it shall be considered to be satisfactorily resolved.



#### **Step 4. Arbitration Procedure**

- A. Within ten (10) workdays after receipt of the written notice of intent to file under the arbitration procedure, the HR Director or his/her authorized representative and not more than two (2) other representatives of Management and the Business Agent or his/her authorized representative and not more than two (2) other representatives of the Council shall meet for the purpose of attempting to resolve the dispute and/or selecting an impartial arbitrator. If no agreement is reached at this meeting, a joint letter requesting the American Arbitration Association to submit the names of five (5) arbitrators will be signed and mailed. Upon receipt of such names, the Council and Management shall alternately cross off one (1) name until one (1) name remains, that person being selected as the arbitrator. A date for arbitration shall be set as soon as possible in accordance with the wishes of Management, the Council, and the availability of the arbitrator.
- B. All decisions of the arbitrator shall be final and binding upon all parties participating. Both Management and the Council shall share equally the expenses and fees of the arbitrator and other expenses incident to the arbitration hearing.
- C. The arbitrator shall have no power to add to or subtract from the expressed provisions of this Agreement. The arbitrator shall decide the issues presented on the basis of the reliable, substantial and preponderance of evidence in the record of the proceedings and the expressed terms of this Agreement.
- D. It is understood that the time limits imposed in this article may be extended at any step by mutual consent. 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, "workday" unless otherwise specified. The date and time stamp in HR will serve as the official record for determining the timeliness of grievances and responses thereto through the receipt of the grievance at the Third Step. The postmark shall determine the timeliness of Management's Third Step reply.
- E. Management or the Council based on the facts presented, has the sole right to decide whether to arbitrate or appeal any grievance.
- F. Neither party will be permitted to assert in any arbitration proceeding any ground or to reply on any evidence not previously fully disclosed to the other party.
- G. The arbitrator shall neither add to nor detract from nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to change wage rates or salary schedules attached hereto. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted, or to make observations or declarations of opinion which are not directly essential in reaching the determination.

## **ARTICLE 20 FAILURE TO REPORT - VOLUNTARY RESIGNATION**

Any employee who fails to report to work for three (3) consecutive days and does not properly notify Management at the beginning of his/her starting time on the third day will be considered as having voluntarily resigned his/her position, unless it is proven by the employee that notification was beyond his/her control.

## **ARTICLE 21 REMOVAL OF REPRIMANDS**

After two (2) years from date of issue, any and all reprimands shall be removed from the employee's personnel file at his/her written request and shall not be considered in subsequent determinations of discipline.

## **ARTICLE 22 WEAPONS**

Employees are not permitted to have weapons at the workplace or in their possession while on duty other than weapons required and issued by Management for the performance of their duties.

## **ARTICLE 23 TRAINING**

Bargaining unit employees will not be required by Management to train apprentices referred to City employment from any source other than the Council, but may voluntarily agree to do so with the approval of the Executive Director.

## **ARTICLE 24 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 Council, therefore, agrees that there shall be no interruption to 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. Should there be an unauthorized strike, the Council will make every effort to require the members to return to work.

## **ARTICLE 25 SAVINGS CLAUSE**

This Agreement is subject to all State Laws, Civil Service Rules and Regulations, Municipal Charter Provisions, City Commission Ordinances and Resolutions; provided that should any change be made in any State Law, Civil Service Rules and Regulations, Municipal Charter provisions, or City Commission Ordinances and Resolutions which would be applicable and contrary to any provisions contained herein, such provisions herein contained shall be automatically terminated.

Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall refer to the specific article, section, or portion thereof directly specified. The parties will meet and discuss the abrogated provision for further negotiations. The remainder of this Agreement shall remain in full force and effect.

## **ARTICLE 26 FITNESS FOR DUTY**

### **Section 1. Drug and Alcohol Testing**

For the term of this Agreement, drug and alcohol testing will be administered in accordance with Personnel Policies and Procedures 2.12 and 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 the Discipline and Dismissal Procedure, Article 18. Any attempt on the part of Management to influence any approved drug testing facility 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 Council to initiate a step 4 grievance within thirty (30) days following the date the employee or the Council first became aware of such conduct.

## **ARTICLE 27 SAFETY**

Management shall provide employees with all Personal Protection Equipment ("PPE") in accordance with the requirements of the state and federal law. All employees shall be provided training on the proper use of all required PPE. Employees covered herein who are provided PPE must wear said PPE while on duty.

Management shall comply with and provide employees training on confined space standards in accordance with the state and federal law.

The City will provide a voucher in the amount of one hundred twenty-nine (\$129.00) dollars 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.

## **ARTICLE 28 DURATION OF AGREEMENT**

### **Section 1. Effective Dates**

This Agreement shall be effective as of November 1, 2017, and shall remain in effect through October 31, 2020 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 said Agreement, notifies the other party, in writing of its intention to amend and/or 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 mutually agreeable to the other 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, Management and the Council, for the life of this Agreement, 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 referred to or covered in this Agreement or 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 either or both of the parties at the time that they negotiated or signed this Agreement.

**CITY OF DAYTON  
GRADE RATE SCHEDULE  
BUILDING AND CONSTRUCTION TRADES**

<u>Class Code</u>	<u>Title</u>	<u>Grade</u>
7005	Construction Electrician	218
7004	Electronic Communications Electrician	218
7009	Electronic Electrician	218
7000	Plumber	218
7007	Traffic Signal Electrician	218
7012	Lead Electronic Electrician	219

**Effective January 1, 2018**

<u>Grade</u>	<u>Basis</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
218	Hour	\$ 26.11	\$ 27.46	\$ 29.07	\$ 33.57
	Week	\$ 1,044.40	\$ 1,098.40	\$ 1,162.80	\$ 1,342.80
	Month	\$ 4,525.73	\$ 4,759.73	\$ 5,038.80	\$ 5,818.80
	Year	\$ 54,308.80	\$ 57,116.80	\$ 60,465.60	\$ 69,825.60

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 months	1 year	1 year	*****

219	<u>Basis</u>	
	Hour	\$ 35.25
	Week	\$ 1,410.00
	Month	\$ 6,110.00
Year	\$ 73,320.00	

Grade 219 will be 5% above top step of the 218 grade

**CITY OF DAYTON  
GRADE RATE SCHEDULE  
BUILDING AND CONSTRUCTION TRADES**

<u>Class Code</u>	<u>Title</u>	<u>Grade</u>
7005	Construction Electrician	218
7004	Electronic Communications Electrician	218
7009	Electronic Electrician	218
7000	Plumber	218
7007	Traffic Signal Electrician	218
7012	Lead Electronic Electrician	219

**Effective January 1, 2019**

<u>Grade</u>	<u>Basis</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
218	Hour	\$ 26.63	\$ 28.01	\$ 29.65	\$ 34.24
	Week	\$ 1,065.20	\$ 1,120.40	\$ 1,186.00	\$ 1,369.60
	Month	\$ 4,615.87	\$ 4,855.07	\$ 5,139.33	\$ 5,934.93
	Year	\$ 55,390.40	\$ 58,260.80	\$ 61,672.00	\$ 71,219.20
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
		6 months	1 year	1 year	*****
219	<u>Basis</u>				
	Hour	\$ 35.95			
	Week	\$ 1,438.00			
	Month	\$ 6,231.33			
	Year	\$ 74,776.00			

Grade 219 will be 5% above top step of the 218 grade

**CITY OF DAYTON  
GRADE RATE SCHEDULE  
BUILDING AND CONSTRUCTION TRADES**

<u>Class Code</u>	<u>Title</u>	<u>Grade</u>
7005	Construction Electrician	218
7004	Electronic Communications Electrician	218
7009	Electronic Electrician	218
7000	Plumber	218
7007	Traffic Signal Electrician	218
7012	Lead Electronic Electrician	219

Effective January 1, 2020

<u>Grade</u>	<u>Basis</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
218	Hour	\$ 27.16	\$ 28.57	\$ 30.24	\$ 34.92
	Week	\$ 1,086.40	\$ 1,142.80	\$ 1,209.60	\$ 1,396.80
	Month	\$ 4,707.73	\$ 4,952.13	\$ 5,241.60	\$ 6,052.80
	Year	\$ 56,492.80	\$ 59,425.60	\$ 62,899.20	\$ 72,633.60

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 months	1 year	1 year	*****

<u>Grade</u>	<u>Basis</u>	
219	Hour	\$ 36.67
	Week	\$ 1,466.80
	Month	\$ 6,356.13
	Year	\$ 76,273.60

Grade 219 will be 5% above top step of the 218 grade

**Signature Page**

In witness whereof, the parties hereto have set their hands this 28<sup>th</sup> day of November, 2017.

FOR: The City of Dayton

FOR: Dayton Building and Construction  
Trades Council



Shelley J. Dickstein  
City Manager



John Hayes  
Executive Director



Kenneth R. Couch  
Director  
Department of Human Resources



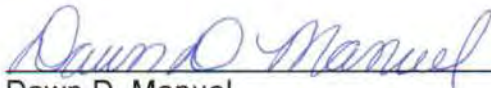
Mark Terrill  
Business Manager  
Plumbers & Pipefitters Local #162



Brent L. McKenzie  
Deputy Director  
Department of Human Resources



Brad Travis  
I.B.E.W. Local #82



Dawn D. Manuel  
Supervising HR Analyst  
Department of Human Resources



Rachel D. Crum  
Executive Secretary  
Department of Human Resources