



STATE EMPLOYMENT
RELATIONS BOARD

05/03/2022

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STATE EMPLOYMENT
RELATIONS BOARD

2022 MAY -3

AGREEMENT

2022 MAY -3 P 1:49

The City of Dayton, Ohio and International Association of Firefighters, Local 136 A.F.L.-C.I.O.



2022 MAY -3 P 1:50

STATE EMPLOYMENT
RELATIONS BOARD

Effective January 1, 2021
Through December 31, 2023

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Article 1

Purpose

This Agreement is made between the City Manager on behalf of the City of Dayton, hereinafter referred to as "Management" or the "City" and the City of Dayton Firefighters Union Local 136, International Association of Firefighters, A. F. L. -C. I. O., hereinafter referred to as the "Union", for the purpose of achieving better understanding between both parties, and to provide for the peaceful adjustment of differences which may arise.

In areas of this Agreement certain gender-positive and gender-neutral terms may be used. Anywhere these may appear it should be construed to refer to any employee, regardless of the employee's gender.

Where in this agreement the term "Firefighter" is used it shall also be construed to include "Professional Firefighter".

Where in this Agreement the term Emergency Medical Technician Basic (EMT-B) is used it will be referred to as "EMT".

Article 2

Management's Rights

Unless expressly provided to the contrary by a specific provision of this agreement, Management reserves and retains solely and exclusively all of its statutory and Common Law rights to manage the operation of the Department of Fire, as such rights existed prior to the execution of this or any other previous Agreement with the Union.

Such rights shall include, but are not necessarily limited to the rights:

- A. To develop, alter or abolish policies, practices, procedures and rules to govern the operation of the Department of Fire and bring about discipline.
- B. To determine work assignments and establish, alter or eliminate work schedules, locations or functions in accordance with municipal or departmental needs.
- C. To transfer, promote or demote employees, or layoff, terminate or otherwise relieve employees from duty for just cause.
- D. To recruit, select and determine the number, qualifications and characteristics of employees required.
- E. To establish basic and in-service training programs and requirements for upgrading skills of employees.
- F. To take such measures as Management may determine to be necessary for the orderly and efficient operation of the Department of Fire for the City.

To the extent that the above rights are specifically limited by the provisions of this agreement, alleged violations are subject to the Grievance and Arbitration Procedure.

Article 3

Recognition of Union

Section 1. Bargaining Rights

The City recognizes the International Association of Firefighters Local No. 136, A. F. L. - C. I. O., as the sole and exclusive bargaining agent for all employees in the Department of Fire including but not limited to the following classifications:

Firefighter, Paramedic, Fire Lieutenant, Fire Captain, Fire District Chief, Senior Paramedic, Fire Prevention Specialist I, Fire Prevention Specialist II, Fire Marshal, and EMT.

Excluded from the bargaining unit are the Director of Fire, Deputy Director of Fire, Assistant Chiefs of Fire, and all other employees specifically excluded by Ohio Revised Code 4117.

Section 2. Subjects for Bargaining

The Union has sole and exclusive bargaining rights under this agreement on the following subjects:

A. Wages; B. Hours; C. Fringe Benefits; D. Terms and conditions of employment.

Section 3. Probationary Period

All newly hired employees that may be covered by the provisions of this contract shall be required to serve a probationary period of six months beginning with the first date of hire except as provided below. The probationary period for employees covered hereunder in the classification of Firefighter, Paramedic or EMT consists of the initial training received at the Fire Training Center and shall extend for a period of six (6) calendar months from the date of graduation from the Fire Training Center.

The probationary period shall be extended when an employee is absent for seven (7) or more calendar days during the probationary period except in extenuating circumstances as approved by the Director and Chief. The probationary period shall be extended by the same number of days of absence. If a probationary period is extended due to military service, the employee shall not lose any seniority, pay steps, etc., that they would have received, but for the military service. During said probationary period, employees are not covered by provisions in Article 21, Grievance and Arbitration Procedure and Article 23, Discipline and Discharge, and may be reprimanded, suspended, terminated, or relieved of duty without a showing of just cause.

Probationary employees are entitled to sick leave, funeral leave, life insurance, medical insurance and the accrual of vacation benefits.

While in training at the Fire Training Center, probationary employees may be granted up to seven (7) calendar days of injury leave. If additional time off is necessary due to an injury or illness, the City Manager may consider granting City Manager's Special Leave and/or additional injury leave. Upon graduation from the Fire Training Center, probationary employees may be granted injury leave pursuant to Article 12.

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 herein prescribed.

Section 2. Non-Discrimination Pledge

The provisions of this agreement shall be applied equally to all employees, by Management and the Union, without discrimination.

Article 5

Union Security

Section 1. Authorization of Dues

Management will deduct from the wages and turn over to the proper officers of the Union, the regular monthly union dues of such members who shall individually and voluntarily certify in writing that they authorize such deduction. 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 the City Paymaster and the Union Officers. Should the provision hereinabove under the present or future laws of the State of Ohio be determined illegal, the obligations on behalf of Management herein shall terminate. The authorization hereinabove mentioned shall specifically require the employee to agree to hold Management harmless for any payments made by Management during the term of the voluntary assignment

Section 2. Authorization for Fair Share

The parties acknowledge that current law prohibits the enforcement of the fair share fee provision of Section 2 of this Article. The Union and the City agree that, if during the term of this Agreement the status of the law regarding fair share fees and/or the Union's representation requirements changes, the parties will reopen negotiations as to this Article only.

All employees in the Union bargaining unit who, do not become and remain members of the union 190 days from the date of graduation from the Fire Training Center, at the Union's option communicated in writing to the City's Human Resource Director, are required to pay the Union a fair share fee as permitted by the provisions of Section 4117.09 (c) of the Ohio Revised Code. The fair share fee amount shall be certified to Management by the Secretary Treasurer of the Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this agreement. The Union agrees to hold Management harmless for any damages that may be paid to any person or persons for enforcement of this provision. This deduction of a fair share by the public employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

Article 6

Union Business

Section 1. Stewards

For the purpose of this agreement, the Union will be authorized seven (7) Stewards and one (1) Chief Steward who will be selected by the Union on the basis of one (1) Steward for each platoon for each district plus one (1) Steward selected by the personnel whose normal duty week consists of forty (40) hours a week.

Stewards will be selected by the Union from the represented classifications. Stewards will be allowed to perform their responsibilities only for the employee group from which they are appointed, except when an appropriate Steward is unavailable. The Stewards' names and districts shall be furnished to the Fire Chief and the Manager of Labor Relations or their designee and this list shall be kept current by the Union at all times. If a Steward's name is not listed, they will not be granted time away from their job. Stewards will be permitted to leave their work to accompany and represent a member at a hearing before their supervisor if requested by the member. In such instances, Stewards will be permitted reasonable time to investigate and process grievances. The grievied employee may request a Steward, and the Steward requested must inform supervision of the grievant's name and location. Union business other than that listed above shall be conducted in such a manner as not to interfere with the City work assignment of any other employee. The Steward shall give supervision sufficient time to arrange for relief personnel before leaving a location to investigate or process an alleged grievance. Additional Stewards may be appointed by mutual consent of both parties.

Section 2. President

The President, or any member or the executive board, or a designated representative, of employees covered by this agreement, shall have the privileges accorded to a Steward or a Chief Steward.

Section 3. Platoon Stewards

There shall be one (1) Platoon Steward for each platoon responsible for each district who, in addition to their responsibility as Steward, may represent Stewards pursuant to Section 1.

Section 4. Chief Stewards

The Chief Steward shall be afforded all privileges accorded a Platoon Steward. The Chief Steward, or a Platoon Steward with the authorization of the Chief Steward, shall file all grievances at Step 1. In the event that the Chief Steward is absent for a length of time sufficient to interfere with the compliance of time lines set forth in this Agreement, the President or their designee, may temporarily appoint any Platoon Steward as a Chief Steward. Management shall be notified in writing of such change, including the expected duration of the temporary appointment.

Section 5. Union Leave

The Union shall be authorized five hundred twenty-eight (528) hours of paid leave for each calendar year. Such leave shall be available to employees covered by this agreement to attend Union functions such as conventions, educational meetings or conferences. The Union is authorized to carryover a maximum of one hundred twenty (120) hours of paid leave per calendar year.

Twenty-four (24) hours shall be deducted for each twenty-four (24) hour tour of duty for employees assigned to a platoon shift schedule. Four (4) hours shall be deducted for each eight (8) hour shift for an employee assigned to a forty (40) hour weekly schedule. Management shall make other reasonable provisions for authorizing vacation leave or other leave in addition to the above mentioned leave time.

The Union may utilize the aforementioned provisions by having the Union President notify the Employee Relations Manager or their designee as soon as practicable upon learning of the need for such leave, but not less than seven (7) calendar days prior to the commencement of said leave, and provided no more than two (2) employees from any one (1) platoon or work unit (Fire Inspection, Fire Training Center) are designated by the Union for said leave at any given time.

The first two hundred forty (240) hours of the Union president's leave shall be excluded from the five hundred twenty-eight (528) hours of annual paid union leave.

Section 6. Union Officers

The Union President shall be granted sufficient time to attend any regular meeting of the Union. Sufficient time off shall be granted to any three (3) additional elected or designated officers of the Union who are employees covered by this agreement for the purpose of attending and conducting regular or special meetings of the Union. A forty-eight (48) hour notice shall be given to the Director of Fire and such release from duty is subject to the scheduling requirements in the interest of efficient operation of the department. Where there are two (2) meetings to cover different platoons, a total of no more than three (3) elected or designated officers shall be excused from duty over the two (2) days involved.

Section 7. Negotiators

The Union President shall be released for all negotiating sessions with no loss of pay. Management shall release up to five (5) additional employees covered herein to attend scheduled negotiating sessions with no loss of pay. Additional employees covered herein may be released at the request of the Union for scheduled negotiating sessions, provided all lost duty is charged to accrued Union leave. The Union will furnish to the Employee Relations Division a written list of the Union's bargaining committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

Article 7

Wages

Section 1. Rates

All members of the bargaining unit shall receive a 2% general wage increase effective January 1, 2021; and a 2% general wage increase on January 1, 2022; and a 2% general wage increase on January 1, 2023.

Wage rates for employees covered herein shall be set forth in the Addenda attached hereto and made part hereof.

Section 2. American Rescue Plan Lump Sum Payment

Within sixty (60) days of the ratification of this Agreement, all employees in the bargaining unit shall receive a one-time American Rescue Plan Lump Sum Payment equal to two thousand (\$2,000.00) dollars.

On or about the first pay period after January 31, 2022, all employees in the bargaining unit shall receive a one-time American Rescue Plan Lump Sum Payment equal to one thousand four hundred (\$1,400.00) dollars.

On or about the first pay period after January 31, 2023, all employees in the bargaining unit shall receive a one-time American Rescue Plan Lump Sum Payment equal to one thousand three hundred (\$1,300.00) dollars.

Section 3. Platoon Shift Factor

Employees on a platoon shift schedule shall be paid a platoon shift factor of four hundred fifty dollars (\$450.00) per year paid bi-weekly.

Section 4. Shift Differential

- A. Paramedics and EMTs will be paid a shift differential of four hundred fifty dollars (\$450.00) per year paid bi-weekly.
- B. 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.

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

Section 5. Assignment Pay

EMTs who are assigned to work on a medic are not entitled to assignment pay pursuant to this section.

In recognition of additional duties and responsibilities, employees in the ranks of Firefighter, Fire Lieutenant, Fire Captain, District Chief, and Senior Paramedic who are assigned to a 40 hour assignment, and Paramedics or EMTs who are not assigned to work on a medic shall receive an amount equal to 8% of each rank's weekly rate at top step paid biweekly. Increasing by 1% per year to a maximum of 12%, said increases shall start over at each rank. Assignment to these positions shall be at the sole discretion of the Director and Chief and is not subject to the grievance procedure outlined in Article 21. This pay is not available to employees on restricted duty and is not part of the base pay for calculation of overtime.

Employees promoted and reassigned to special assignments shall not claim credit for time served in previous special assignments at a lower rank.

Section 6. Standby-Pay

Bargaining unit employees who work in the Fire Investigation Unit and who are assigned to standby status will be paid accordingly:

Employees on standby for a twenty-four (24) hour period will be paid a minimum of four (4) hours of employee's base rate. Employees on standby for a sixteen (16) hour period or less will be paid a minimum of two (2) hours pay. An employee on stand-by who is called in will not forfeit their standby pay and will be paid time and one half for all hours worked.

Section 7. Power Sewing Machine Operator

Firefighters assigned as power sewing machine operators shall receive additional pay of \$50.00 per week.

Section 8. Firefighter/Paramedic

Employees covered by this agreement utilized in the dual role of Firefighter and Paramedic, shall receive additional pay in the amount of eight percent (8%) of the base wage for the pay step in which they are serving. This will be paid on a bi-weekly basis.

Employees who were members of the bargaining unit before January 1st, 1999, and have, or may obtain, a valid State of Ohio Paramedic Certification, shall be responsible for maintaining said valid State of Ohio Paramedic Certification for the extent of the valid

dates of their "Request for Firefighter with Paramedic Certification Pay" agreement in accordance with the provisions contained herein. This "Request for Firefighter with Paramedic Certification Pay" agreement is attached as an addendum hereto, and thereby made a part hereof.

Employees may apply to remove themselves from this dual capacity assignment and will no longer be utilized in a dual role and/or paid the assignment pay. Said employees will be removed from the dual role assignment based upon city-wide seniority and staffing needs as decided by the Fire Chief.

Section 9. Physical Fitness Incentive

The Fire Department has established a voluntary physical fitness program. This program is designed to recognize members for achieving and maintaining physical fitness. Members may schedule a physical fitness test by contacting the Fire Training Center for test dates. Tests will consist of exercises or events which relate to the functions and strengths expected to be maintained in the fire service. The voluntary physical program consists of 4 events: push-ups, stair climb, mid-curl ups, and maximum leg press.

Non-probationary employees who participate in the Voluntary Physical Fitness Training Program and successfully meet the Standards of that program shall receive a physical fitness incentive bonus pursuant to this Article.

Management will pay a physical fitness incentive to each employee who has achieved his/her physical fitness level certification by January 1 of each calendar year.

Physical fitness incentive should be paid according to the following schedule:

Level 1 - \$200.00

Level 2 - \$300.00

Level 3 - \$400.00

The incentive shall be paid in the first pay period after February 1 of each calendar year. In the event that an employee who is eligible for the above payment terminates his/her employment before receipt of that year's annual payment, the employee will be eligible for the payment upon separation of service from the City.

Section 10. Prior City Service

When fire recruits, who were City or Dayton Fire Department employees, or who were sworn firefighters with another employer, are appointed to the position of sworn firefighter, they will move to the step rate of pay that is closest to, but higher than, their current rate of pay. The employee will progress through the contractual wage steps in accordance with the time frames dictated in the wage addenda.

Article 8

Hours of Work and Overtime

Section 1. Hours of Work

- A. Management will grant employees covered herein who are assigned to the Division of Emergency Services and assigned to the platoon shift schedule, and Senior Paramedics assigned to the platoon shift schedule, one (1) 24-hour tour of duty off with pay (EDO) in each 21 day continuous work cycle. EDOs will be distributed equally across the twenty-one (21) day continuous work cycle and shall progress forward one EDO position each calendar year. The City shall continue to allow exchange of EDOs between willing employees. The 21 day continuous work cycle begins on Monday at 0700 hours and ends on Monday at 0700 hours. The normal work week shall be approximately 48 hours for platoon shift employees.
- B. The normal scheduled work week for Paramedics and EMTs shall be forty (40) hours per week as follows:
 - 1. During weeks where Paramedics and EMTs are scheduled to work Monday, Thursday and Sunday, they shall work two (2) twenty-four (24) hour shifts and have one scheduled day off. They shall be compensated for at time and one-half (1 ½) at the FLSA rate for the actual hours worked in excess of forty (40) during this week. For the purposes of this subsection only, actual hours worked shall not include an employee on vacation, holiday, sick leave, leave of absence, suspension and all other non-duty status absences. Employees in the classifications of Paramedic or EMTs may not accrue compensatory time off for regularly scheduled overtime.
 - 2. During weeks where Paramedics and EMTs are scheduled to work Tuesday and Friday, or Wednesday and Saturday, they shall be scheduled to work a twenty-four (24) hour shift and a continuous sixteen (16) hour shift.
- C. The normal scheduled work week for Fire Department employees covered herein in the classification of Fire Prevention Specialist I, Fire Prevention Specialist II and Fire Marshal shall be forty (40) hours per week on an eight (8) hour work day.

Section 2. Overtime

- A. The normal scheduled work day shall be considered as twenty-four (24) hours for employees assigned to the Division of Emergency Services and assigned to a platoon shift. This normal work week shall be forty-eight (48) hours.
- B. The normal scheduled work day shall be considered as twenty-four (24) hours or sixteen (16) hours for Paramedics or EMTs, as scheduled by Management.
- C. The normal scheduled work day for all other Fire Department employees covered herein in the classification of Fire Prevention Specialist I, Fire Prevention Specialist II and the Fire Marshal shall be eight (8) hours.
- D. Overtime is considered as time worked in excess of a regularly scheduled work week, and shall be based upon the following:
 - 1. Overtime will be paid to employees for hours worked in excess of the scheduled work day or work week provided the employee has worked a full scheduled work week. The payroll week for forty (40) hour personnel is considered as starting Monday at 7:00 AM and ending the following Monday at 7:00 AM. For platoon shift personnel, the starting and ending payroll week will be 7:00 AM, Monday.
 - 2. Overtime shall be counted in increments of one-hundredth (1/100th) of an hour.
 - 3. Overtime for employees covered herein will be computed on the rate basis of a forty (40) hour work week.
 - 4. For the purposes of computing overtime, an employee on paid leave of absence, holiday or vacation shall be considered to have worked their normal work shifts during absences.
 - 5. Employees may earn up to two-hundred forty (240) hours of compensatory time off. The employee will be credited compensatory time at the rate of time and one-half the hours worked and will be paid in lieu of overtime pay when so chosen by the employee. Upon termination or promotion out of the bargaining unit, the employee will be paid at the current straight time rate for all unused compensatory time hours. Compensatory time off is not subject to the 1.2 times usage factor when used by forty (40) hour personnel.
 - 6. Management shall establish and administer a written overtime policy.
 - 7. Management and the Union, through the Labor/Management process, shall continue to co-operate and maintain an overtime policy for all members.

Section 3. Call-In Pay

Call-in pay is payment for emergency work performed by an employee who has been recalled at a time disconnected with their normal day. Such emergencies shall be determined by the Director of Fire.

Work done in this manner shall be compensated as follows:

- A. Employees who report within three-fourths ($3/4$) hour after their key person is notified shall receive a minimum of two (2) hours. Such pay shall be at time and one-half.
- B. Employees who report within three-fourths ($3/4$) to one and one-fourth ($1-1/4$) hours after their key person is notified shall receive a minimum of one and one-half ($1-1/2$) hours. Such pay shall be at time and one-half.
- C. Employees who report one and one-fourth ($1-1/4$) hours or more after their key person is 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 pay shall be computed on the actual time worked if more than the minimum is worked.
- E. All platoon shift personnel called in on their twenty-four (24) hour period off shall be paid a rate of time and one-half until 7:00 AM, if released after 3:00 AM.

Section 4. Platoon Rotation

Each leap year, Management shall schedule one (1) duty day whereby each platoon shall work eight (8) hours for the purpose of more equitable distribution of holidays worked. No overtime shall be paid to accommodate this provision. During the work period in which this work day falls, members will not be entitled to any additional compensation as a result of this paragraph.

Section 5. Arson Standby Schedule

Management will administer a stand-by schedule for Fire Investigations occurring after normal business hours, holidays and weekends in accordance with General Order 95 dated at the time of this Agreement.

Article 9

Holidays

Section 1. Holidays

Employees who meet the requirements outlined below shall be paid for the following holidays: New Year's Day, Martin Luther King Day (third Monday in January), President's Day (third Monday in February), Good Friday, Memorial Day (last Monday in May), Firefighter's Memorial Day, (second Saturday in June), Juneteenth National Independence Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Day before Christmas, and Christmas. Employees who work any of the above named holidays or who have completed their normal tour of duty for the week in which one of said holidays falls, shall receive an additional one-fifth (1/5) of a week's pay of the classification pay grade and step in which they are serving. Employees who work a forty (40) hour work week and whose schedule permits them to be off duty on regular holidays will receive the normal pay for the week in which the holiday falls.

Section 2. Juneteenth (Juneteenth) National Independence Day for 2021

Employees who are assigned to a forty (40) hour work week at the ratification of this agreement shall receive one floating holiday in 2021 for Juneteenth. The Juneteenth holiday is a complete workday and shall be taken by the employee by December 31, 2021, at a time mutually agreed upon by the employee and their supervisor. The Juneteenth floating holiday shall not be cumulative or converted to a cash payment.

Employees who are assigned to a platoon shift at the ratification of this agreement will receive an additional payment of nine point six (9.6) hours of pay prior to December 31, 2021 to compensate them for the missed Juneteenth holiday in 2021.

Section 3. Personal Leave Day

Employees who work a forty (40) hour work week, except paramedic and EMT personnel working a platoon shift schedule and personnel on restricted duty, shall accrue one (1) day of personal leave for each four (4) months of employment per calendar year, if continuously employed for at least six (6) months prior to taking such leave. Employees permanently assigned to the Fire Prevention Bureau shall accrue one (1) day of personal leave for each three (3) months of employment per calendar year, if continuously employed for at least six (6) months prior to earning 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 their

supervisor. Personal leave days shall not be converted to cash payment. The personal leave days shall not be taken in less than one (1) hour increments.

Personal leave is not subject to the 1.2 times usage factor when used by forty (40) hour personnel.

Article 10

Vacation

Section 1. Vacation Leave

Management shall grant permanent employees annual leave with pay (Vacation Leave) for rest and recreation.

All permanent personnel shall earn vacation leave at the rate of twelve (12) hours for each completed month of service.

Employees are required to take a minimum of two (2) weeks of vacation annually, except in the year of retirement.

Section 2 Conversion of Credits to Hours

Upon ratification of this agreement, all personnel covered by this contract will have previously accrued "vacation credits" converted to hours. This will be conducted at a rate of twelve (12) hours for every one (1) credit, and partial credits will be converted at a rate of three (3) hours for every .25 credit. Moving forward, hours will be the unit of measure for vacation accumulation and usage.

Upon ratification of this agreement, each member shall receive a one-time- bonus of forty-eight (48) hours of vacation added to their converted vacation accrual balance. The one-time bonus will be added to all employee's accrual balances no later than December 6, 2021.

Section 3. Supplementary Accrual

In addition to the vacation hours accrued in Section 1 above, personnel will earn supplementary vacation hours on the following schedule:

- After 4 years – thirty-two (32) supplementary vacation hours annually
- After 8 years – forty (40) supplementary vacation hours annually
- After 12 years – sixty-four (64) supplementary vacation hours annually
- After 15 years – eighty-four (84) supplementary vacation hours annually
- After 20 years – one hundred eight (108) supplementary vacation hours annually

New employees, at the end of six (6) months of continuous probationary employment, may be granted a vacation of seventy-two (72) hours.

Section 4. Maximum Vacation Days

The maximum number of vacation hours that may be used during any vacation year is three hundred sixty (360).

For 2021 only, the maximum number of vacation hours that may be carried over from year to year is four hundred eight (408). Vacation hours in excess of four hundred eight (408) shall be reduced to four hundred eight (408) at the end of the year.

For 2022 and all future years, the maximum number of vacation hours that may be carried over from year to year is three hundred sixty (360). Vacation hours in excess of three hundred sixty (360) shall be reduced to three hundred sixty (360) 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.

An employee's request for a three hundred sixty (360) hour vacation should not be unreasonably denied by Management.

Section 5. Over three hundred sixty (360) vacation hours

For 2021 only, vacation hours in excess of four hundred eight (408) shall be reduced to four hundred eight (408) hours at the end of the year. Accumulated earned vacation hours beyond four hundred eight (408) will be compensated in cash as soon as possible following the first of January. Vacation policy changes are not intended to modify the basic policy and philosophy that vacation hours earned by the employee are intended to be taken off as vacation to the extent possible, consistent with efficient administration and scheduling. Provisions to pay for vacation hours that cannot be used (Pay for over three hundred sixty hours) shall be limited to thirty-six (36) hours. Employees who are required to forfeit vacation time off at the request of Management will be paid for those hours lost if they are not able to reschedule time during the year.

For 2022 and all future years, vacation hours in excess of three hundred sixty (360) shall be reduced to three hundred sixty (360) hours at the end of the year. Accumulated earned vacation hours beyond three hundred sixty (360) will be compensated for in cash as soon as possible following the first of January. Vacation policy changes are not intended to modify the basic policy and philosophy that vacation hours earned by the employee are intended to be taken off as vacation to the extent possible, consistent with efficient administration and scheduling. Provisions to pay for vacation hours that cannot be used (Pay for over four hundred eight hours) shall be limited to thirty-six (36) hours. Employees who are required to forfeit vacation time off at the request of Management will be paid for those hours lost if they are not able to reschedule the time during the year.

If any employee is denied vacation leave (see sentence above), they must forward to Human Resources a copy of the written denial of the Vacation Leave Request.

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 on consecutive days.

Scheduling shall be the responsibility of the Director and shall be consistent with an efficient work schedule. Two (2) officers, and four (4) Firefighters or Paramedics or EMTs per each of the two (2) districts per platoon, except during the months of January, February, March, April, October and November when five (5) Firefighters or Paramedics or EMTs per district, per platoon, will be permitted to be on vacation at any one time throughout the vacation year, except as permitted by Dayton Fire Department General Orders. Seniority in rank shall govern the order in which officer vacation picks are made, and will apply to all vacation pick rounds. Departmental seniority shall govern the order in which Paramedic, EMT, and Firefighter vacation picks are made, and will apply to all vacation pick rounds.

During second and subsequent rounds of vacation picks, either a Firefighter or Paramedic or EMT may fill any vacation spaces that are open. Rounds of vacation picks will continue until all available vacation pick requests are exhausted. District Chiefs will not be included in the vacation spaces available to officers and firefighters; however one (1) District Chief will be permitted off on vacation each platoon shift throughout the vacation year.

Section 7. Complete Month

An employee shall be credited with a complete month of service if they work or are on paid leave one-half (1/2) or more of their scheduled work days in any one (1) month.

Section 8 Partial Usage

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

Section 9. Modified Usage Rate for 40-Hour, Non-District Personnel

In order to maintain equity within the department between members on a 48-hour platoon schedule and a 40-hour schedule, all personnel covered by this agreement and assigned to a 40-hour non-district position will be charged at a rate of 1.2 to 1 for all vacation usage. (For example, if a forty (40) hour employee takes a complete week of vacation, they will be charged for forty-eight (48) hours of vacation (i.e., 40 hours times 1.2) but paid for forty (40) hours.

This provision applies to:

- Fire Marshal & Fire Prevention Specialists I & II
- Firefighters, Lieutenants, Captains, & District Chiefs while assigned to a 40-hour schedule
- EMTs, Paramedics, and Senior Paramedics while assigned to a non-platoon 40-hour schedule

Section 10. Transfer of Days

If an employee is transferred to another Division or Department, any unused vacation hours which they may have accumulated shall continue to be available for their use. In the case of termination, death, resignation or layoff of an employee, their vacation hours shall be paid to the employee, their widow/widower or other beneficiary as provided by statute, in addition to back pay then due.

Article 11

Sick Leave

Section 1. Accrual

All personnel shall accrue sick leave at the rate of fifteen (15) 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 six hundred eighty (1,680) except as provided herein.

Employees who are granted their leave of absence with pay or without pay for sick leave or injury leave purposes only, or other types of leave with pay, shall continue to accrue sick leave at the regularly prescribed rate during such absence. Sick leave hours will not accrue during periods of suspension or other types of leave without pay, with the exception of long-term military leave without pay.

Section 2. Sick Leave Balance Conversion

Employees who converted to more than one thousand six hundred eighty (1,680) hours in 2012 shall be allowed to carry such credits until they have decreased credits due to conversion to vacation per this Article or due to usage. Those employees are capped at no more than three thousand one hundred eighty (3,180) hours. All other employees are capped at a maximum of one thousand six hundred eighty (1,680) hours.

Upon ratification of this agreement, each member shall receive a one-time bonus of forty-eight (48) hours of sick leave added to their accrued sick leave balance. The one-time bonus will be added to all employee's accrual balances no later than December 6, 2021.

Section 3. Conversion of Credits to Hours

Upon ratification of this agreement, all personnel covered by this contract will have previously accrued "sick credits" converted to hours. This will be conducted at a rate of 12 hours for every 1 credit. Partial credits will be converted at a rate of 1 hour for every .0833 credits. Moving forward, hours will be the unit of measure for sick accumulation and usage.

Section 4. Use of Sick Leave

All sick leave hours for employees covered herein shall be charged hour-for-hour for sick leave used. Usages of sick leave may be taken in units of not less than one tenth of one-hour (0.1) or six (6) minute increments.

Section 5. Modified Usage Rate for 40-Hour, Non-District Personnel

In order to maintain equity within the department between members on a 48-hour district schedule and a 40-hour non-district scheduled, all personnel covered by this Agreement and assigned to a 40-hour non-district position will be charged at a rate of 1.2 to 1.

(For example, if a forty (40) hour employee takes a complete week of sick leave, they will be charged for forty-eight (48) hours of sick leave (i.e., 40 hours times 1.2) but paid for forty (40) hours).

This provision applies to:

- Fire Marshal & Fire Prevention Specialists I & II
- Firefighters, Lieutenants, Captains, & District Chiefs while assigned to a 40-hour schedule
- EMTs, Paramedics, and Senior Paramedics while assigned to a non-platoon 40-hour schedule

Section 6. Partial Credit

For partial work months, employees working a platoon schedule shall receive sick leave hours in accordance with the following table (working days shall include vacation, sick leave, injury leave and other granted paid leave days).

<u>Working Days</u>	<u>Hours(s)</u>
1	No sick hours
2-3	Three (3) sick hours
4-5	Six (6) sick hours
6-7	Nine (9) sick hours
8-9	Fifteen (15) sick hours

For partial month credit, all non-platoon employees except employees working on a platoon shift schedule shall accumulate sick leave hours on a pro-rated basis in accordance with the amount of time worked.

Section 7. 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 and dental appointments.
- B. Illness of a member of an employee's immediate family requiring the employee's personal care and attendance, may be granted in accordance with Personnel Policies and Procedures, Section 5.01, issued March 5, 2012, and guidelines established therein. Time off for members working a platoon schedule cannot exceed ninety-six (96) hours of sick leave per incident of illness or injury or eighty (80) hours for personnel on a forty (40) hour non-district schedule.
- C. Where injury leave has expired and the employee must be absent from work for an additional period due to injury; provided that the employee may not receive City sick leave and temporary total disability compensation from the State of Ohio at the same time.
- D. Enforced quarantine of the employee in accordance with community health regulations.
- E. An employee who becomes ill after reporting to work will be permitted by supervision to go home or to a medical facility. In either instance, the employee will be charged proportionally for the hours lost from work.

Section 8. Employee Responsibility

Fire uniformed personnel experiencing a disabling illness or off-duty injury, or family illness, must report that fact to the sick call in line at least one-half (1/2) hour before the starting time of their shift on the first day absence. The employee's supervisor may make an additional call to the employees when the supervisor needs additional information. If requested by the supervisor, the employee shall call the supervisor on each succeeding work day.

Section 9. 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 on the following basis:

- For 48-hour, platoon scheduled personnel, on a 1:1 basis (down to 1/10th of an hour increments).
- For 40-hour, non-platoon personnel, on a 1:1.2 basis (down to 1/10th of an hour increments)

Section 10. Doctor's Certificate

Sick leave for any length of time may require a City of Dayton medical certification form as may be requested by the Department and/or Division Head and/or Department of Human Resources.

Whenever sick leave is requested for more than two (2) work days for platoon shift personnel or more than three (3) consecutive days for 40-hour personnel, a doctor's note that the employee is fit for full duty with no restrictions must be presented before an employee returns to work. After the employee returns to work with the doctor's note, a City of Dayton medical certification form must be submitted as soon as practicable, but no later than fifteen (15) calendar days, for sick leave to be approved for the absence. This same process will be followed for day off injury leave (i.e., not work related) of any duration.

Section 11. Reinstatement Credit

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

Section 12. Conversion to Vacation or Cash

In any one year sick leave credits may be converted to not more than sixty (60) vacation hours or cash except where accumulation above fifteen hundred (1,500) sick leave hours forces conversion of sick leave hours in excess of fifteen hundred (1,500) sick leave hours to avoid the loss of those excessive sick leave hours. Conversion shall be administered as follows:

- A. An employee who has more than three hundred sixty (360) sick leave hours may convert up to one hundred eighty (180) of these sick leave hours to vacation hours on the basis of three (3) sick leave hours for one (1) vacation hour. Such scheduling of conversion days off shall be subject to scheduling of the Division Manager and the efficient operation of the Department.
- B. If an employee has in excess of one thousand eight (1,080) sick leave hours, they may convert up to one hundred twenty (120) sick leave hours to vacation hours on the basis of two (2) sick leave hours for one (1) vacation hour. Such scheduling of days off shall be subject to scheduling of the Division Manager and the efficient operation of the Department.
- C. Those employees having an excess of one thousand five hundred (1,500) or three thousand (3,000) sick leave hours must convert those sick leave hours in excess of one thousand five hundred (1,500) or three thousand (3,000) hours to vacation at a rate two (2) to one (1) or lose such sick leave hours.

In no case will more than one thousand five hundred (1,500) or three thousand (3,000) sick leave hours, after conversion, be recognized. Such scheduling of 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 six hundred eighty (1,680) or three thousand one hundred eighty (3,180) sick leave hours.

- 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 three hundred sixty (360) sick leave hours may convert up to one hundred eighty (180) of those sick leave hours to cash on the basis of three (3) sick leave hours for one (1) hour of cash. The hour of cash will be paid at the employee's current hourly rate, with a maximum of sixty (60) hours of pay in any calendar year.
 - b. If an employee has in excess of one thousand eighty (1,080) sick leave hours, they may convert up to one hundred twenty (120) sick leave hours to cash on the basis of two (2) sick leave hours for one (1) hour of cash. The hour of cash will be paid at the employee's current hourly rate, with a maximum of sixty (60) hours of pay in any calendar year.
 - c. Those employees having an excess of fifteen hundred (1,500) sick leave hours or three thousand (3,000) sick leave hours must convert up to one hundred eighty (180) sick leave hours to cash on the basis of two (2) sick leave credits for one (1) cash credit. The hour of cash will be paid at the employee's current hourly rate, with a maximum of ninety (90) 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.

Section 13. Separation of Service

- A. Retirement means an employee has completed twenty-five (25) years of credited service with the Ohio Police and Fire Pension Fund, between thirty (30) to thirty-two (32) years of credited service with the Ohio Public Employment Retirement System, or is eligible to receive disability pension benefits immediately following separation from City employment. At retirement, an employee who has up to one thousand one hundred twenty (1,120) sick leave hours may convert them to regular pay. This conversion shall be two (2) sick leave hours for one (1) hour of regular pay. The maximum amount of sick leave hours for the purposes of conversion shall be capped at one thousand one hundred twenty (1,120).
- B. If an employee dies while still employed or if an employee is killed in the line of duty, then the benefits under Paragraph A will be paid to the deceased employee's estate or named beneficiary.

Section 14. False Claim

Management reserves the right to withhold benefit payments to any employee who is guilty of submitting a false claim for benefits covered in this Article and may take disciplinary action, including discharge.

Section 15. Return to Work

When an employee returns to work from an illness for which they received treatment from a physician, the employee may return to work when the attending physician certifies in writing the employee's ability to return to full duty.

Section 16. Restricted Duty

Restricted duty shall be made available to an employee who is absent from duty due to a disabling illness of a temporary nature that prevents them from performing their normal duties. Restricted duty is any job, work assignment, or duty within the Fire Department that an employee disabled from their regular assignment can perform in accordance with Article 30. Restricted duty assignments are made solely in the discretion of Management. A request to be placed on restricted duty shall not be unreasonably denied by Management, providing all restricted duty criteria have been met.

Section 17. Transfer Hours

Upon transfer from one Division or Department to another, unused sick leave hours shall continue to be available for the transferred employee's use in accordance with the City's other collective bargaining agreements and/or personnel policies.

Article 12

Injury Leave

Section 1. Service Connected Injury

Injury leave is leave of absence with pay for an employee to recover from a job connected occupational illness or injury received in the course of and arising out of their employment with Management. Leave is not deducted from sick leave hours.

Injury leave may be granted provided the injury is reported to the immediate supervisor or designee within seventy-two (72) hours after the occurrence or, in the case of occupational diseases, after the diagnosis of the occupational disease by a licensed physician.

Injury leave in excess of thirty (30) calendar days must be requested in increments of thirty (30) calendar days by a Personnel Action Form (P-1-S-55). Injury leave in excess of ninety (90) days requires the additional approval of the City Manager. The employee shall be notified by Management in writing at the expiration or denial of injury leave.

An employee who sought medical treatment related to a work related condition and/or who is returning from injury leave must have a City medical certification form including a release to full or restricted duty from their physician before returning to work. To secure this release, the employee must obtain a statement from their doctor on the City's medical certification form giving the nature of the injury, date of return and certifying that the employee is able to return to work. Final judgment of the employee's ability to return to work rests with the Director of Fire and Human Resources based on a reliable medical opinion. All bargaining unit employees shall be fully covered under the Worker's Compensation Laws of the State of Ohio.

Section 2. Reinstatement

An employee who sought medical treatment related to a work related condition and/or who is absent from work because of any service connected occupational illness or injury as determined by the Bureau of Worker's Compensation (BWC) and/or Industrial Commission 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 their application to return to work. Such application will be made within one year following the date of the exhaustion of their injury leave and sick leave. The period may be extended with the approval of Management and upon the advice of other competent medical authority.

Section 3. False Claim

Management reserves the right to withhold benefit payments and take disciplinary action, up to and including discharge, against any employee who is guilty of submitting a false claim for benefits covered in this article or for working for another employer, while on injury leave and is physically capable of performing in their assigned classification.

Article 13

Funeral Leave

Section 1. Payment for Funeral Leave

Upon the death of a member of the immediate family, paid leave shall be granted by the Director of Fire for three (3) consecutive calendar days. Proof of death and relationship of the deceased may be requested. The immediate family is defined as their spouse, registered domestic partner, parent, parent-in-law, step parent, child, step child, brother, sister, grandparent, grandparent-in-law, grandchild, half brother, half sister and brother or sister-in-law (spouse's sibling or sibling's spouse) of the employee. Other relatives living in the same household shall be considered as immediate family.

Section 2. Extended Funeral and/or Bereavement Leave

Upon approval of the Director of Fire or their designee, Funeral Leave in excess of three (3) consecutive calendar days granted above may be charged to the accrued sick leave balance. Where sick leave hours are not available, vacation, or leave without pay may be granted.

Article 14

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 to the Armed Forces in the United States. They 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 local ordinance, federal, and Ohio State Law where these laws provide a greater benefit than that which is provided pursuant to this article.
- 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 in accordance with State Law.
- C. To qualify for the benefits provided, the employee must show their field order or annual drill schedule to their supervisor prior to reporting for training or duty.
- D. In order to receive pay, the employee must submit a copy of the order or annual drill schedule requiring the employee to report to duty to HR.
- E. For the purpose of computing vacation or sick leave, military leave will count as full service with Management.

Section 3. Extended Military Leave

- A. This leave is granted in accordance with local ordinance, federal, and Ohio State Law where these laws provide a greater benefit than that which is provided pursuant to this Article.

B. Extended military leave is given to those employees who are called or ordered to the uniformed services for longer than four hundred and eight (408) hours, seventeen (17) platoon duty days, 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 Management and the sum of the employee's gross uniformed pay and allowances received that month; or,
2. Five (\$500.00) hundred dollars.

No 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 Management.

- C. Employees who have received extended military leave may receive retirement credit for the time spent in military service in accordance with State of Ohio public employee pension laws.
- D. 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.
- E. Management will accept the following as original orders with proof of attendance: (1) Field Orders; (2) Annual Training/Drill Schedule; (3) Official letter or Memorandum of Service from the assigned unit; and (4) Military leave and Earnings Statement (LES) showing dates of service.

Section 4. Employment Severance

An employee who leaves the City for military service, and returns from such military service within five (5) 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 similar responsibility, at the time they left for military service, provided application is made to the Civil Service Board within sixty (60) days after release from active duty. The employee must be physically and mentally able to perform the duties of said position.

Section 5. Probationary Employees

If a probationary period is extended due to military service, the employee shall not lose any seniority, pay steps, etc. that they would have received but for the military service.

Article 15

Special Leave

Section 1. Leave Without Pay

Leave without pay for personal reasons may be granted upon request for periods not in excess of ninety (90) calendar days. Leave shall not be unreasonably denied. Employees absent due to illness or injury may be granted such leave after sick leave has expired. Such 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 to their old position or one of equal grade.

Section 2. 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 their regular hourly rate less jury pay, provided they notify their supervisor five (5) days prior to such jury service date.

Section 3. Court Leave

Any assignment which results in an employee being subpoenaed to appear in court on their off duty days shall be paid at time and one-half (as contained in the addenda) for all hours and is to be paid at a three (3) hour minimum (two (2) hours at time and one-half). An employee covered herein who is subpoenaed to appear in court on a scheduled duty day for a duty related action shall be released from duty to appear in court. An employee covered herein who is subpoenaed to appear in court for non-duty related action on a scheduled duty day may use vacation, compensatory time, leave without pay (or an E.D.O. if applicable) to honor the subpoena.

Article 16

Insurance

Section 1.A. Health Care Coverage

Employees covered herein may choose to participate in optional medical plan coverage provided by the City of Dayton during the term of this contract. The level of benefits shall not be changed during the term of this agreement unless mutually agreed to between Management and the Union. Any changes in carriers during the term of this contract 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.

Section 1.B. Employee Contributions

Effective January 1, 2021 through December 31, 2021, employees shall pay a total contribution amount of \$70.00 per month for single coverage and \$200.00 per month for family coverage provided for in this section.

Effective January 1, 2022 through December 31, 2023, Employees shall pay a contribution amount of \$88.00 per month for single coverage; Employees shall pay \$250.00 per month for family coverage.

Employees will receive a contribution rate holiday in February and on or before August 31, 2022, wherein employees will not have to pay their monthly single or family contribution during that month.

The premiums will be administered under an IRS Section 125 pre-tax status and paid bi-weekly.

Section 1.C. 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 Savings Account (HSA) or Health Reimbursement Accounts (HRA). If an employee elects an HSA or HRA, this election shall constitute their election under Section 1.A., above.

If an employee elects an HSA and/or HRA, the maximum annual deductible amounts shall be partially funded by the City, where the City will fund \$1,500 for single plans (funded on a single annual payment basis in January of each calendar year while the employee is currently employed and \$3,000 per year for family plans (funded on a

single annual payment basis in January of each calendar year while the employee is currently employed).

If an employee elects an HRA, the \$1,500/single or \$3,000/family City funded amounts will be eligible for rollover in an amount not to exceed the annual maximum deductible. The City 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 employee will be responsible for any taxes due that result from the City's pre-funding of employee HSA accounts.

The City shall increase the payments into the HSA/HRA throughout the year when an employee changes their status from single to family.

Section 1.D. Insurance Co-Pays

The employees will be enrolled in a prescription drug card program. With the prescription drug card, monthly 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. The prescription drug card governs the amounts paid for prescription drugs after an employee has met their deductible.

The plan will have an Emergency Room co-pay of \$200.00 after an employee has met their deductible. A patient admitted into the hospital after seeking treatment from the emergency room will not be charged the \$200 co-pay.

The plan will have a doctor's office co-pay of \$20.00 per visit, after an employee has met their deductible.

Section 1.E. Dental Care Coverage

Management shall provide the AFSCME Care Plan for Dental Level II Plus to the employees covered herein during the term of this Agreement. Employees may select to participate in the City's management dental plan; however, the employee who participates in another plan shall pay the difference in premiums, by payroll deduction, between the AFSCME Care Plan for Dental Level II Plus and the selected plan.

The level of AFSCME Care dental benefits shall not be changed during the term of this Agreement unless mutually agreed to between Management and the Union. Any changes in carriers during the term of this Agreement shall be subject to approval by the Union.

Management shall contribute the total cost of the plan per month per employee to the AFSCME Care Plan for Dental Level II coverage for all employees in the bargaining unit. The payment will be due by the 20th of the month. This sum represents the total cost of the plan per month per employee in the bargaining unit.

Section 1.F. Vision Care Coverage

Management shall provide the AFSCME Care Plan for Vision Care to the employees covered herein during the term of this Agreement.

The level of vision benefits shall not be changed during the term of this Agreement unless mutually agreed to between Management and the Union. Any changes in carriers during the term of this Agreement shall be subject to approval by the Union.

Management shall contribute the total cost of the plan per month per employee to the AFSCME Care Plan for Vision Care Benefits, for all employees in the bargaining unit. The payment will be due by the 20th of the month. This sum represents the total cost of the plan per month per employee in the bargaining unit.

Section 1.G. 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 another City of Dayton health insurance plan will be paid an incentive equal to three thousand dollars (\$3,000.00). The incentive will be paid bi-weekly over a twelve (12) month period starting with the first pay in January in 2022.

Section 2.A. Union Participation in Healthcare Committee Meetings

The President of the Union (or their designee) and up to two members of the Union (as selected by the President of the Union) will be present and participate in all City of Dayton Healthcare Committee meetings to review and recommend health care insurance in the upcoming years. The Health Care Committee will meet as often as necessary, but at least quarterly, to facilitate in a timely fashion all information and cost as needed in an effort to maximize the value to employees and cost effectiveness of Health and Dental Care Plan redesign.

Section 3. Coordination of Benefits

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

Section 4. Subrogation

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

Section 5. No Additional Payment

Employees will not receive remuneration over and beyond the hospitalization coverage provided all Management employees if they do not avail themselves of the coverage provided by Management.

Section 6. Vaccinations and Immunizations

Employees shall upon request and within 30 days have made available to them a Hepatitis B vaccination or Immunization and Hepatitis B vaccine boosters paid for by Management.

Management will provide Hepatitis C screening to all employees at initial hire paid for by Management.

Section 7. Life Insurance

Management shall provide employees covered herein with the following:

- A. Group Life Insurance in the amount of \$25,000.00;
- B. Accidental Death and Dismemberment Insurance in the amount of \$25,000.

Section 8. 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's plan must carry the spouse as primary.

Article 17

Bulletin Board and Electronic Mail

Bulletin Boards as presently provided, and as may be installed in the future by Management, may be used by the Union for posting notices of the following types:

- A. Recreational and social events
- B. Elections and election results
- C. General membership meetings and other related business meetings
- D. General Union business of interest to members

Employees shall have an Electronic Mail System and Internet access, as provided by Management. The Executive Board of the Union shall have the authority to communicate via electronic mail.

Notices and e-mail communications must be reviewed by the Fire Chief and/or thier designee and any communications considered inflammatory, political or devoted to union organizing and grievance matters other than awards or settlements will not be permitted on any Management bulletin boards, nor will they be permitted to be displayed in Management offices, facilities, equipment, etc.

Article 18

Uniform Allowance

Section 1. Uniforms

All Uniformed Firefighting Personnel, Civilian EMTs, Paramedics, and Senior Paramedics, Fire Prevention Specialist 1, Fire Prevention Specialist 2, Fire Marshall and the Public Education/Information Officer hereafter qualified and appointed shall be furnished, without cost to them, their minimum uniform and equipment requirements. Said employees covered by this agreement shall be responsible for maintaining the uniform they are required to wear in accordance with Dayton Fire Department regulations. At the end of one year of continuous service, the uniform, except for items provided for in Section 2 below, shall become the property of the employee. All other items so furnished by Management shall be the permanent property of Management. During the first year of service, those employees who, under the foregoing provisions received their equipment at Management's expense shall not be paid any uniform allowance. The amount of the uniform allowance will be one-thousand four hundred and seventy-five dollars (\$1,475.00), paid in increments of fifty-six dollars and seventy-three cents (\$56.73) biweekly thereafter.

Section 2. Furnished Safety Equipment

Employees covered by this agreement will have the following items furnished by the Department: Helmet, Nomex Hood, Bunker Coat, Bunker Pants, Boots, Gloves, Goggles, and Suspenders. Employees assigned suppression duties shall be provided a second set of Bunker coat, Bunker pants and Suspenders.

One third (1/3) of the Department shall receive the second set of gear by June 1, 2016. The second one third (1/3) of the Department shall receive their second set of gear by June 1, 2017. The remainder of the Department shall receive their second set of gear by May 31, 2018.

Section 3. Substantive Changes to Required Uniforms

If uniform specifications are changed for required or optional uniforms, any existing uniforms that an employee has can be worn until not serviceable or 18 months, whichever comes first.

Article 19

Longevity

In addition to the salary specified in various sections of the Code of General Ordinances, as amended to incorporate the terms of this Agreement, employees shall receive a longevity payment for actual time spent as an employee of the City of Dayton as follows:

Employees who have completed five (5) years but less than ten (10) years of service shall receive a payment of one-half percent (1/2%) of a top step Firefighters base rate of pay.

Employees who have completed ten (10) years but less than fifteen (15) years of service shall receive a payment of one percent (1%) of a top step Firefighters base rate of pay.

Employees who have completed fifteen (15) years but less than twenty (20) years of service shall receive a payment of one and one-half (1.5%) percent of a top step Firefighters base rate of pay.

Employees who have completed twenty (20) years of service shall receive a payment of two percent (2%) of a top step Firefighters base rate of pay.

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

When a change in the payment to an employee occurs during the payment year, due to an anniversary date of the employee, the rate of pay will be pro-rated at the amounts applicable before and after the anniversary date.

For the purpose of determining eligibility for the payment provided in this Article, an employee shall be credited with a complete month of service if they work or are on paid leave one-half (1/2) or more of their scheduled work days or tours of duty in any month. If 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 20

Labor-Management Committee

Committee Membership

In the interest of sound Labor-Management relations, a joint committee of no less than six (6) nor more than ten (10) members, two (2) of which will be safety representatives, half of whom shall be from Management and half of whom shall be from the Union will convene from time to time, but not less than once every sixty (60) days for the purpose of discussing subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Either Management or the Union may request that a representative of the Department of Human Resources participate in a scheduled Labor-Management Committee meeting.

The Union will be notified of any change in organizational policy, written work rules, General Orders, Chief Officers Only Special Orders, and SOPs, prior to their implementation. This is to assure that Labor has every opportunity to discuss these changes with Management in a meeting of the Labor-Management Committee convened at the request of either party. Either party may request a meeting within forty-eight (48) hours of notification and this meeting must take place within forty-eight (48) hours after receipt of this request.

Article 21

Grievance and Arbitration Procedure

Section 1. Purpose

There shall be an earnest, honest effort to settle disputes and controversies promptly. The procedures of this article shall serve as a means of settlement of all grievances.

Section 2. Definition

A grievance is a written complaint that Management has violated this agreement and shall include a complaint of any detail, any assignment or any reprimand which is believed to be unjust or capricious. A grievance does not include any complaint subject to appeal under the Rules and Regulations of the City of Dayton Civil Service Board. The grievance procedure is available to all employees covered by this Agreement and the Union as the representative of said employees. No concurrent proceeding whether judicial, administrative, or otherwise, shall be commenced or maintained which relates to the same subject matter and involves the same parties as any grievance initiated under this Agreement.

Section 3. Verbal Complaint

Any employee or group of employees covered by this Agreement shall have the right at any time to present problems or complaints verbally to their immediate superior and have such problem or complaint resolved without invoking the formal grievance procedure, with or without the attendance of the grievance representative; provided further, that such resolution is not inconsistent with the expressed terms of this Agreement.

Section 4. Grievance Procedure

Grievances shall be resolved as follows:

Step 1. Appropriate Assistant Chief of Fire

The aggrieved employee or group of employees covered by this Agreement shall present their grievance in writing on forms supplied by the Union to the appropriate Assistant Chief of Fire. Distribution of copies of the grievance shall be made by Management as required. One (1) copy shall be retained by the employee. A grievance shall be filed within forty-five (45) calendar days after the employee becomes aware or reasonably should have become aware of the occurrence complained of. The grievance complaint shall be filed at Step 1 by the appropriate Chief Steward. The

Assistant Chief of Fire shall reply in writing to the grievance within twenty-one (21) calendar days after it has been presented to him. If the aggrieved employee does not refer the grievance within twenty-one (21) calendar days after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved.

Step 2. Director and Chief of Fire and Labor Relations Manager

This grievance, along with all correspondence to date, may be submitted by the grievant on forms provided by the Union to the Director of Fire. The Director of Fire, with the assistance of the Labor Relations Manager shall investigate and hold such hearings as they deem necessary and reply to the grievant and the Union in writing within twenty-one (21) calendar days after receipt. If a written notice of the Union's intent to file under the arbitration procedure is not received by hand delivery or regular U.S. Mail by Human Resources within forty-five (45) calendar days from the postmarked date of the hand delivered or regular U.S. mail reply of the Director's decision at this step, it shall be considered to be satisfactorily resolved.

Step 3. Arbitration

Management or the Union, based on the facts presented, have the right to decide whether to arbitrate or appeal any grievance. Management's agent for authorizing arbitration is the Manager of Labor Relations and the Union's agent is the President or their designee. In the event the matter is submitted to arbitration, Management must within twenty-one (21) calendar days apply for a list from the Federal Mediation and Conciliation Service (FMCS) of nine (9) impartial arbitrators who have an office within 100 miles of the City of Dayton Ohio. Selection shall be by virtue of the strike and rank method. All procedures relative to the hearing shall be in accordance with the rules and regulations of FMCS.

The arbitrator shall have no power to add to or subtract from, change, modify, or amend any of the provisions of this Agreement.

The decision rendered by the impartial arbitrator shall be final and binding upon the Union, Management, the grievant, and all the employees covered by this Agreement. Each party hereto shall pay the expenses incurred in the presentation of its own case, the expenses incident to the services of the arbitrator shall be shared equally by the Management and the Union.

The employees covered hereunder shall be bound by any decision, determinations, agreements, or settlements which may be effectuated pursuant to invoking the grievance-arbitration procedure including any determinations as to the merits or arbitrability of a grievance, as shall be made by the authorized representative who is an employee covered by this Agreement handling the grievance, provided however, that such determinations regarding arbitrability or merits shall be made upon the facts with which the authorized representative is confronted.

Section 5. Procedure

- A. A grievant and appropriate witnesses shall be entitled to be present at any step of the grievance or arbitration procedure and shall not lose any pay as the result of necessary attendance at a meeting during scheduled working hours. If more than one (1) grievant is involved at any meeting, one (1) of their members shall be selected as a spokesman.**
- B. The time limits imposed in this article, except those pertaining to the timely filing of a grievance, may be extended at any step by mutual written consent and shall be computed from the time stamp marked in the Department of Human Resources.**
- C. Any step of this procedure may be waived by the mutual consent of both parties.**
- D. Either party shall have the right to have a Union representative present at any of the steps of the grievance or arbitration procedure.**
- E. At all steps of the grievance procedure, if Management fails to answer any grievance within the prescribed time limits, the grievance shall be resolved in favor of the grievant provided such resolution does not set a precedent on the issue in question and the supervisor has authority to resolve the issue.**

Article 22

Assignment Exchange

Assignment means the normal shift and work reporting location of an employee covered by this Agreement. Exchange of assignments between two willing employees covered by this Agreement shall be made as follows:

- A. All requests shall be submitted annually to the office of the Director of Fire, between November 1 and December 1 of each year.
- B. Employees who request an exchange may be involved in no more than one exchange per calendar year under this article.
- C. All requests for exchange of assignments shall be subject to approval by the Director of Fire.
- D. Such exchanges shall be made or the affected employees shall receive written notice of the reason for Management's denial of the request by January 15.

Nothing contained in this article shall limit Management's right of assignment by January 15.

Article 23

Discipline, Discharge and Personnel Files

Section 1. Discipline and Discharge

No employee shall be disciplined without just cause. Once an employee is officially notified by Management of an investigation against them, Management will have ninety (90) calendar days to serve formal charges or issue reprimands.

Official notification of an investigation shall be defined as the issuance of a form, S-93, or other such form used for this purpose that is required to be served when an employee is under investigation. All forms, S-93 or other such forms used for that purpose, shall be captioned with the reason for the investigation. The issuance of this form shall be the basis for the start of the aforementioned ninety (90) day time line. The ninety (90) calendar days shall not be extended by Management with the issuance of additional S-93's for the same incident. An on the spot interview during the incident or not later than three hours following the close of the incident shall be permitted without regard to the issuance of the S-93.

An employee who is under investigation is entitled to Union representation at all investigative proceedings unless waived in writing.

An administrative hearing is a formal meeting conducted by Management or their designee, after a copy of the charges and specifications have been served to the employee to determine the guilt or innocence of an employee and the appropriate disciplinary remedy. No administrative hearing shall be held until Union representation is present or has been waived.

Administrative hearings for formal charges and specifications shall be scheduled to allow reasonable time for discovery. A request for discovery shall be made in writing after formal charges have been issued but no less than (5) business days before the administrative hearing. A discovery request can be made by either Management or the Union. Discovery shall be provided within three (3) business days.

No disciplinary action of record may be taken until these procedures have been followed. A copy of the charges and specifications shall be sent to the Union office at least ten (10) days before the administrative hearing. A copy of disciplinary findings will be sent to the Union office within three (3) days of service of findings to the employee. When a bargaining unit employee is conditionally suspended for more than one (1) tour of duty, a "show cause" hearing will be held, to permit the employee an opportunity to state the reasons in support of no conditional suspension.

Section 2. Reprimands

After two (2) years from the date of issue, any and all reprimands or warnings shall not be considered in subsequent determinations of appropriate disciplinary action. Management shall send to the Union a copy of each written reprimand issued to any member of the bargaining unit. Performance evaluations will not be considered as warnings.

Section 3. Exchange of Vacation Credits for Suspensions

In the event that discipline is rendered against an employee and results in suspension, of ten (10) days or less, the employee may elect to forfeit vacation hours (if hours are available) in lieu of suspension.

For the purposes of calculation, these vacation hours shall be charged in accordance with Article 10, Section 8, and treated as if they were actual vacation days taken.

Section 4. Suspensions

All disciplinary suspensions served on employees will be recorded by the number of hours suspended, not by "days". Management will treat all suspensions as based on an eight (8) hour work "day" for all employees.

After four (4) years from the date of the findings, a suspension of from one (1) through five (5) work days shall not be considered in subsequent determinations of discipline. After five (5) years from the date of the findings, a suspension of six (6) or more work days shall not be considered in subsequent determination of discipline.

Section 5. Review of Files

An employee shall be allowed to review the contents of their personnel file at all reasonable times upon written request. Memoranda clarifying and explaining alleged inaccuracies of any document in their files may be added to the file by the respective employee.

Article 24

Miscellaneous

Section 1. Office and Telephone

In order to provide a more efficient working relationship under the terms of this agreement, Management will provide, where feasible, office space and telephone for use by the I.A.F.F. Local 136 Union President.

Section 2. Continuing Education

Employees will be offered the opportunity to attend training that is necessary to maintain their required certifications during their scheduled working hours. Such opportunities may include, but are not limited to, live/in-person presentations, taped, or DVD presentations, or on-line training opportunities. These opportunities will be published by the department on a bi-monthly basis.

Section 3. House Cleaning and Maintenance

Members of this bargaining unit assigned to a Fire Station shall be responsible for the daily cleaning of the station, yard work, and snow removal. Major maintenance of the stations such a removal of diesel carbon from apparatus walls, washing down walls, and stripping of floors shall be performed by others.

Section 4. Payroll Deduction

Management shall provide, at no cost to the union, a payroll deduction field for any employee who is a member of the Local 136 Fire PAC deduction, as provided for in a written authorization. Such authorization must be executed by the employee to the Union, and may be revoked by the employee at any time by giving written notice to the Union, with a copy to the City. The expenditure of funds shall be in accordance with Federal, State, and Local Laws.

Management shall also provide at no cost to the Union an additional payroll deduction field for the OAPFF 457 Deferred Compensation Plan.

Section 5. Tuition Reimbursement

Each full-time employee who is in the rank of firefighter and/or EMT who obtains a paramedic certification and who has not been scheduled for the department mandated training will have the option of having all paramedic certification fees reimbursed by Management, if the employee seeks the paramedic certification on their own time.

The paramedic certification courses must be taken at accredited colleges, universities, technical and/or business institutes or their established extension centers. The Ohio Fire Academy courses are acceptable for purposes of this article.

Approval of institutions and/or courses shall be obtained in writing from the Fire Chief or designee at least ten (10) work days prior to the first day of scheduled courses. The scheduled courses shall be attended on non-work time, and shall not conflict with the employee's work schedule. These classes are not eligible for overtime payment.

Reimbursement shall only include the cost of tuition, lab fees, and required textbooks. Enrollment fees and other service charges shall be the responsibility of the employee. The City shall not reimburse fees for any course receiving a scholarship, grant or subsidy to the extent of such aid. Reimbursement will be made after an employee satisfactorily completes the semester or semester equivalent, and presents an official certificate, or grade report or equivalent, receipt for necessary textbooks, a fee statement, and a receipt of payment or a copy of the fee bill from the institution.

Any employee participating in this reimbursement program who resigns must repay the City for courses taken in accordance with Personnel Policy 5.10.

An employee's participation in this tuition reimbursement program does not automatically entitle them to a higher level position in the Dayton Fire Department and/or to the additional paramedic certification pay.

Section 6. Mileage Reimbursement

Employees shall receive mileage reimbursement for the authorized use of a private auto being used on City business, if said use is required by Fire command. Mileage reimbursement is not applicable, if the Dayton Fire Department provides transportation and/or a City provided vehicle. Mileage will be reimbursed at current IRS rate for all miles driven.

Article 25

Working out of Classification

Employees shall not be required to act out of their rank, except as permitted under Article 35, Promotional Training.

Article 26

No Strike or Lockout

It is understood and agreed that the services performed by the employees included in this agreement are essential to public health, safety, and welfare. The Union, therefore, agrees that there shall be no strike or other interruption to the work for any cause whatsoever. Management agrees there will be no lockout.

Article 27

Severability, Legal Reference, and No Conflict

A. Severability

Should any part of this Agreement be invalid by operation of law existing or promulgated in the future, or be declared invalid by any tribunal of competent jurisdiction, such invalidation shall not invalidate the remaining portions, and they shall remain in full force and effect. In such event, and upon written request by either party, the parties to this agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this agreement by good faith negotiations.

B. Legal Reference

This Agreement supersedes and replaces all statutes, ordinances, civil service rules and other rules and regulations over which it has authority to supersede and replace, and is subject to all laws over which it does not have the authority to supersede or replace.

C. No Conflict

City of Dayton Personnel Policies and Procedures, Fire Department Rules and Regulations, and any general or specific orders of Management shall not be interpreted so as to conflict with the terms of this agreement.

Article 28

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.

Article 29

Indemnification

Management agrees to meet its obligations as set forth in Chapter 2744 of the Ohio Revised Code as it applies to bargaining unit employees.

Article 30

Restricted Duty & Disability

Section 1. Restricted Duty

An employee who is absent from duty due to a disabling illness or injury of a temporary nature that prevents them from performing their normal duties may be returned to work to perform restricted duty for a temporary period of time. Restricted duty is any job, work assignment, or duty within the Fire Department that an employee disabled from their regular assignment is capable of performing, and is mutually agreed upon by the Union and Management.

An employee's work restrictions will be based upon the advice of the attending physicians, as provided to the City on the appropriate City of Dayton medical certification form. In the event of a dispute as to the employee's ability to perform restricted duty, Management and the Union will mutually agree on a disinterested physician to make the final determination as to the employee's limitations and ability to perform restricted duty. Any costs incurred to this disinterested physician shall be paid by the party contesting the ruling.

Restricted duty assignments are made solely at the discretion of Management. Management reserves the right, providing all restricted duty criteria are met, to order an employee to report to a restricted duty assignment.

A request to be placed on restricted duty shall not be unreasonably denied by Management, providing all restricted duty criteria have been met. Any denial of restricted duty status shall be placed in writing and a copy sent to the denied employee and the Union.

While on restricted duty an employee will earn their regular hourly rate of pay.

Section 2. Disability

An employee on injury leave, who files for a disability pension, may request to be placed on restricted duty while awaiting the Pension board ruling. Restricted duty may be granted, provided all restricted duty criteria are met, for up to a maximum of 120 calendar days from the date Management receives the completed City of Dayton Medical Certification form. Employees may be granted up to a maximum of 120 additional calendar days of restricted duty upon mutual agreement of Management and the Union. Restricted duty assignments are made solely at the discretion of Management. At the conclusion of the restricted duty assignment, the employee will be placed on sick leave.

Article 31

Educational Incentive

Management will pay an education incentive bonus to those employees who have earned a degree from an accredited college, as defined in the most current edition of "Accredited Institutions of Postsecondary Education" as published by the American Council on Education, in accordance with the pay scale provided below:

Amount	Degree
\$550	Associate's Degree
\$950	Bachelor's Degree
\$1,350	Post Graduate Degree

To be eligible to receive the annual education incentive bonus, the employee must have twelve (12) months of service with the City.

The incentive pay bonus shall be paid in the first pay period in September. The employee shall submit proof of an earned degree if not already on file before September 1 of each calendar year to receive the education incentive bonus. If an employee has completed their course work but have not received the actual degree from their accredited college by September 1, they may not receive the education incentive bonus until they receive their actual degree.

Article 32

Promotions

Section 1. Promotion Criteria

All ranks within the Department of Fire, with the exception of the Director of Fire, Deputy Director of Fire and Assistant Chief positions shall be classified. All promotional candidates to be tested will come from classified positions within the Dayton Fire Department. Such promotional vacancies shall be filled from an eligible list established

by fair and objective promotional examinations. Promotions shall occur in the following order: Firefighter to Lieutenant, Lieutenant to Captain, and Captain to District Chief, Firefighter with Paramedic certification or Paramedic to Senior Paramedic.

To be eligible for the Lieutenant's or Senior Paramedic's promotional examination, the candidate must have at least five (5) years of accredited service in the Dayton Fire Department in the next lower rank that is eligible for promotion to either position. An applicant must have at least two (2) years of service in the next lower eligible rank and meet all other promotional criteria for the Captain and District Chief rank. Accredited service time for Captain and District Chief promotional exams is calculated from the date of promotion into the current rank through the date of the desired exam.

Promotional eligible lists shall be for two (2) years from the certification date of the eligible list. A new certified eligible list will be available within three (3) months of the expiration of the old eligible list unless an extension is mutually agreed upon by Civil Service and the Union. The Union agrees to continue the existing extension for the posting of a certified eligible list for promotion into the rank of Senior Paramedic. This extension shall continue for a period of six (6) months from the date that Management notifies the Union of a scheduled promotional exam for the Senior Paramedic rank.

Management will maintain a standing list of study materials from which promotional examinations will be drawn. There shall be no new commercially available texts added to this list within one hundred and twenty (120) calendar days prior to any examination posting date. Management will post the final list of publications and parts of publications for study not less than sixty (60) calendar days prior to an examination posting date. This final list of study material may contain material from no more than six (6) commercially available textbooks, in addition to material from internally produced publications of Management. The physical posting of the exam announcement will be not less than thirty (30) calendar days before the first date of the beginning of the examination.

Civil Service will allow for a review and protest process. During this specified review and protest period, candidates will be permitted to review their submitted and scored incorrect multiple choice test. The candidates will be permitted to protest examination answers for the multiple choice test.

An eligibility list shall be posted no more than sixty (60) calendar days from the last date of the examination for each rank, but no sooner than 14 days after the postmark date of the civil service rulings on the protest questions.

Section 2. Promotional Examination and Scoring Procedures

The Civil Service Board will use a standard grading system, based on a 100 point scale, for determining the total score of the candidate. Five (5) points of the overall grade will be based on accredited service. Service points will be added to the passing score of the exam.

On promotional exams, beginning with the rank of Lieutenant, and progressing through the rank of District Chief, 0.625 (625/1000) points for each year of combined accredited service as a firefighter, Lieutenant, and Captain with the Dayton Fire Department, beginning at year five (5), up to a maximum of five (5) points, equal to twelve (12) years of service.

On promotional exams for the rank of Senior Paramedic, 0.625 (625/1000) points for each year of accredited service the candidate held a State of Ohio Paramedic Certification with the Dayton Fire Department, beginning at year five (5), up to a maximum of five (5) points, equal to twelve (12) years of service.

Candidates for the Lieutenant exam must be approved as an Engine and Ladder driver/operator by the Dayton Fire Department prior to the exam posting date.

Candidates for the Captain exam must be approved as a Ladder driver/operator by the Dayton Fire Department prior to the exam posting date.

Members must take the initiative to obtain necessary driver/operator certifications in a timely manner prior to promotional exams. Management will cooperate with members to achieve such certifications.

Examination Administration

The Civil Service Board will administer a promotional examination for the ranks of Lieutenant, Captain, District Chief and Senior Paramedic. The multiple-choice closed book component of the examination will be developed and administered by the Civil Service staff. Written test components may be developed by an outside consulting firm in conjunction with the Civil Service staff. Appropriate point values will be applied for each rank. Final completion of the score will be a combination of the multiple choice written component and applicable accredited service credits.

Lieutenant Exam

1. Multiple-choice closed book exam component worth ninety-five (95) points.

All candidates achieving a score of at least seventy percent (70%) correct answers on the multiple-choice portion will be placed on the eligible list.

Captain Exam

1. Multiple-choice closed book exam component worth ninety-five (95) points.

All candidates achieving a score of at least seventy percent (70%) correct answers on the multiple-choice portion will be placed on the eligible list.

District Chief Exam

1. Multiple-choice closed book exam component worth ninety-five (95) points.

All candidates achieving a score of at least seventy percent (70%) correct answers on the multiple-choice portion will be placed on the eligible list.

Senior Medic Exam

1. Multiple-choice closed book exam component worth ninety-five (95) points.

All candidates achieving a score of at least seventy percent (70%) correct answers on the multiple-choice portion will be placed on the eligible list.

Section 3. Test Development and Administration

Management understands that the Union and the Dayton Civil Service Board have an agreement as to the development and administration of promotional examinations for members during the term of this contract. Management and the Union support and agree to the goal of the development of content valid, objective, job-related promotional examinations which are fair and provide all members an equal promotional opportunity, with recognition for accredited service, and further commit their best efforts to assure this end.

The development of test administration policies and procedures shall be discussed in advance of any promotional examination by a joint committee comprised of two (2) members appointed by the Civil Service Board, two (2) members designated by the Executive Board of the Union and two (2) members of Management.

The Civil Service Secretary-Chief Examiner will notify the Union President and Fire Management whenever a promotional examination has been authorized so that committee members can be appointed. The joint committee will meet as is necessary. At no time will any individual not designated by the Civil Service Secretary-Chief examiner receive test material or questions, content or answers. Any information exchanged or discussed by the committee that may compromise the integrity of the promotional process as it relates to test format, test questions security and test question content shall not be disclosed to the Union bargaining members.

Section 4. Dispute Resolution

In the event the Union concludes that the promotional examinations, in whole, part or in modification, are in conflict with any criteria enumerated in Section 1., 2., or 3., and/or violate generally accepted professional testing standards, the Union, through the Union President, may file for an arbitration hearing alleging specific breach(es) of the promotional process and remedial action sought.

The arbitration filing must be within fourteen (14) business days of either the time of occurrence or the time when the occurrence becomes known. The filing or processing of the arbitration shall not preclude the Civil Service Board from proceeding with test

construction or administration work that is not affected by or related to the alleged violation.

The Union President's request for arbitration shall be immediately expedited to a hearing within ten (10) business days after the Employee Relations Manager's receipt of the written notice of the intent to file under the arbitration procedure, or as soon thereafter as practicable by mutual agreement.

The arbitrator shall be chosen by Management and the Union within five (5) business days of the filing. If the parties do not agree on an arbitrator, the American Arbitration Association (AAA) will be requested to appoint one expeditiously without further input by the parties. The arbitrator's award shall be issued no later than ten (10) business days following the hearing date. Unless otherwise specified herein this Article, the provisions for arbitration and missed time limits will be pursuant to Article 21, Grievance and Arbitration Procedures, of this contract.

Article 33

Substance Abuse Policy

Section 1. Policy

The purpose of this policy is to assure our workers are fit for duty and to protect our employees and the public from the risks posed by the use of drugs and alcohol.

The public expects services provided by the City of Dayton to be delivered in the safest and most conscientious manner possible. Involvement with drugs and alcohol can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with our objective to maintain a drug and alcohol-free workplace.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program Counselor. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

To further our commitment of maintaining a drug and alcohol-free workplace in order to provide a safe work environment for employees and safe service delivery to the public, it is our policy to:

Ensure that employees are not impaired in their ability to perform their work in a safe, productive manner.

Conduct pre-employment, reasonable suspicion, drug and alcohol testing.

Conduct random drug testing in accordance with the provisions contained herein.

Encourage employees to seek professional assistance any time alcohol or drug use adversely affects their ability to perform their work assignments.

Section 2. Education of Employees

A. All employees shall have access to the Fire Department's Drug Testing policy.

- B. All new employees will be provided with information concerning the impact of the use of drugs on job performance, the manner in which these drugs tests are conducted, the reliability of the tests performed, circumstances which subject employees to testing, what the tests determine, the types of substances to be screened, and the consequences associated with testing when they are hired.
- C. Management shall provide training annually, or when changes are made to this policy. Training may be provided by video or classroom, as decided by Management.

Section 3. Employees Covered

This policy applies to all Employees covered by the I.A.F.F. Local 136 Contract.

Section 4. Prohibited Conduct

- A. Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl (rubbing) alcohol.
- B. Employees must not consume alcohol:
 - 1. On the job, during hours of work, during City meal periods (paid or unpaid), or during city rest periods.
 - 2. Up to eight hours following an accident or until the employee undergoes a post-accident test, whichever occurs first.
- C. Alcoholic beverages may be served at City organized and hosted functions only with the express written consent of the City Manager or designee. Employees working at the function are not to consume alcoholic beverages while on duty.

Employees in approved social attendance at functions where alcohol is served may consume alcoholic beverages so long as this is done in proper moderation and with decorum.

- D. Employees must not consume any controlled substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined by 21 CFR 1300.11 through 1300.15 without a prescription from a licensed doctor of medicine or osteopathy. This includes: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine.
- E. Employees must not refuse to take a required drug or alcohol test.

- F. Employees must not be under the influence of or in possession of alcohol or illegal drugs while on duty and must not carry/store illegal drugs or alcohol in the vehicle they are operating on duty.
- G. The unlawful manufacture, distribution, dispensing, possession or use of an illegal drug is prohibited in the City of Dayton workplace. Any employee convicted of violating a criminal drug statute in the workplace must notify the Human Resources Director no later than five days after such conviction.

Section 5. Legal Drugs

The appropriate use of legally prescribed medications and non-prescription medications is not prohibited. Employees are required to notify their supervisor of any medication, which is adversely affecting their ability to do their work and/or which is labeled in a precautionary manner regarding the operation of equipment. Employees may be assigned to work that can be safely performed or placed on paid or unpaid sick leave. If reasonable suspicion exists that employees are under the influence of an illegal drug or alcohol, a reasonable suspicion test should be conducted. Such information should be handled in a confidential manner, the same as any other medical information.

Section 6. Drug/Alcohol Testing

The City conducts the following types of drug and alcohol testing to determine if employees/applicants are in compliance with this policy and associated rules of conduct: pre-employment, reasonable suspicion, post-accident, return to duty, and follow-up testing. In addition, employees are tested prior to returning to duty after a confirmed positive drug or confirmed alcohol test and follow-up testing conducted during the course of a rehabilitation program recommended by a substance abuse professional. A Medical Review Officer (MRO) reviews test results and determines which tests are positive and which are negative.

Testing conducted herein shall be a five (5) panel drug test regimen in compliance with 49 CFR Part 40, as amended an effective October 1, 2010, for both initial and confirmation screenings.

With regards to a confirmed alcohol test having a concentration of .04 percent or greater is considered to be a positive alcohol test, and is in violation of this policy.

Section 7. Test Results

A Medical Review Officer (MRO) reviews test results and determines which tests are positive and which are negative.

A. Negative Results

If the initial test results are negative, the results will be reported in writing to the MRO and the sample will be discarded. Employees may request a copy of their negative test results from the Designated Employee Representative (DER).

B. Positive Results

1. If the confirmatory drug test is positive, the MRO will use their best efforts to notify the employee by telephone for a verification interview. No other City employee or agent shall be informed of the positive confirmatory drug test until the verification interview is held. If the employee refuses to participate in the verification interview, or cannot be contacted within 3 business days pursuant to Section 21 B. the MRO will report the confirmed positive test results to the designated employee representative in Human Resources.
2. At the interview, the employee shall be provided an opportunity to provide the MRO with any prescriptions, along with the identity of the prescribing/dispensing physician or health care provider, or any other evidence. The MRO shall then contact the prescribing/dispensing physician or health care provider for confirmation.
3. The MRO shall contact the testing laboratory in an effort to verify that the prescription drug presented by the employee matches the drug identified in the positive confirmatory drug test. If the prescription drug and the drug identified in the positive confirmatory drug test match, then the drug test result shall be considered as a negative drug test result and discarded.
4. Confirmed positive drug test and confirmed positive alcohol tests results are for administrative purposes only and shall not be used against the employee during any phase of any criminal proceeding.
5. An employee who questions the results of a required drug test may request that an additional test be conducted at a different USDHHS certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. The cost of the second test will be borne by the employee, unless the second test invalidates the first in which case, the City will fully reimburse the employee for the cost of the second drug screen test.
6. The method of collecting, storing, and testing the split sample will follow the Department of Transportation guidelines. The employee's request for a split sample test must be made to the Medical Review Officer (MRO) within 3 business days of notice of the initial test result. Requests after 3 business days will be accepted only if the delay was due to documentable facts that were beyond the control of the employee. If the confirmation test results are positive, the testing laboratory will retain the sample a period of time to allow for additional testing and employee appeals.

Section 8. Discipline

- A. On the first occurrence of a confirmed positive drug test or a confirmed positive alcohol test, the employee is referred to a substance abuse professional. Sick leave may be used while participating in a rehabilitation program prescribed by the Substance Abuse Professional. Otherwise, the employee will be on leave without pay, while it is available, until return to work following a negative alcohol/drug test and authorization to return to work by the substance abuse professional.
- B. Employees who request treatment for illegal drugs, legal drug misuse, or alcohol misuse, and have not been informed of a scheduled drug test shall receive treatment in lieu of disciplinary action pursuant to the Employee Assistance Program ("EAP"), or other substance abuse professional. Once an employee has been notified to appear for a drug test, a request for treatment will be honored but not in lieu of disciplinary action. This section shall not apply to follow up testing that occurs after an employee has returned to duty following a confirmed positive drug test result or alcohol test.
- C. The second occurrence of a confirmed positive alcohol test initiated through the reasonable suspicion provisions of this policy or confirmed positive drug test initiated through the reasonable suspicion or random testing provisions of this policy will result in discharge from employment. Failure to comply with the SAP's regimen of treatment, including after care and follow up testing may result in discipline up to and including discharge from employment.
- D. Positive drug or alcohol tests obtained through the reasonable suspicion or random testing process may only be kept in the DER's confidential and restricted employee's drug testing file, in their office. After five (5) years from the date of an employee passing a return to duty test or the date of the last drug or alcohol test mandated by the SAP, 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.

Section 9. Pre-appointment

The Civil Service Board has authority to promulgate drug and alcohol testing procedures at time of appointment.

Section 10. Reasonable Suspicion Testing

- A. Employees may be subject to drug and alcohol testing when there is a belief based on objective facts that drug or alcohol use is adversely affecting their ability to safely and effectively perform their job. Examples of conduct that may constitute reasonable suspicion include, but are not limited to:
1. Slurred speech;
 2. Alcohol odor on breath;
 3. Unsteady walking and movement;
 4. Physical altercation;
 5. Verbal altercation;
 6. Unusual behavior;
 7. Possession of alcohol or drugs;
 8. Information obtained from a reliable person with personal knowledge.
- B. Although the City representative (supervisor or other City employee designated by the Director of Human Resources) is not authorized to reach a conclusion that an employee's job performance impairment is due to alcohol or drug influence, the City representative is authorized to observe and document those job performance impairments consistent with reasonable suspicion characteristics and to require a reasonable suspicion test. The City representative must make a written record of the observations leading to a drug or alcohol test within 24 hours of the observed behavior or before the test results are reported, whichever is earlier.
- C. Any employee who demonstrates job performance impairments consistent with reasonable suspicion characteristics shall be relieved of duty with pay pending an investigation and verification of condition. Management transports the employee to the sample collection location and to their home. If the employee refuses transportation but attempts to drive themselves, the Police are notified.
- D. Employees with a confirmed negative drug test or confirmed alcohol test that is at or below .02 will be returned to their job if not otherwise in violation of the policy.
- E. An employee who has a confirmed alcohol test with a concentration of .04 percent or greater is considered to have a positive alcohol test, and is in violation of this policy. A confirmed alcohol test where the concentration is less than .04 percent and greater than .02 percent shall be considered as non-conclusive and the employee shall be placed on paid leave if available or unpaid leave if paid leave is not available for the rest of their scheduled duty day and no discipline shall result. This section shall not apply to follow-up testing that occurs after a confirmed positive drug test result or positive alcohol test.

Section 11. Random Drug Testing

- A. Random drug testing will be performed at an off-site sample collection location during the term of this contract.
- B. Random drug testing will occur at any time during the calendar year. All work assignments for each platoon shift (apparatus, bureaus, training center, etc.) will be assigned a confidential identification number. The confidential identification numbers will be entered into a computer maintained by the MRO. An independent computerized probability-sampling process will be utilized. Simple random selection shall select four (4) work assignments throughout each month to receive a random drug test.
- C. A list of selected identification numbers will be forwarded from the MRO to the Designated Employee Representative (DER), in Human Resources. The list shall be time-stamped. When a work assignment is selected, all personnel working on that assignment will be tested. Any employee who is off duty on an approved leave status of more than nine (9) calendar days during the scheduled testing shall not be tested during that month. No non-emergency leave will be granted after the testing personnel have arrived at the prescribed testing site.

Section 12. Random Drug Testing Procedures

A. The Drug Testing Facility

All laboratory contracts shall require that the contractor comply with the Privacy Act, 5 U.S.C. 522a. In addition, laboratory contracts shall require compliance with patient access and confidentiality provisions of Section 503 of Public Law 100-71. The agency shall establish a Privacy Act System of Records such that the employee records will be maintained and used with the highest regard for employee privacy.

B. Sample Collection

The following procedures will be utilized for random drug testing:

- 1. When a random list has been generated by the MRO and received by the Designated Employee Representative (DER), no Fire Department employees shall have prior notification of this collection.
- 2. The details of off-site sample collection procedure will be written in a policy that shall be agreed to by Management and Union prior to implementation of the random drug testing program and thereby made a part hereof.
- 3. Urine samples will be collected per DOT standards, but this is a non-DOT drug test.

4. Employees will be required to sign an appropriate "Drug Screen Consent" form at the time of collection.
5. Random drug testing shall not include alcohol testing.

Section 13. Post-Accident Testing

Employees are required to undergo drug and alcohol testing when an employee, on duty or driving a City Vehicle, may have caused a traffic accident involving either a fatality or causing "serious physical harm to a person" as defined in the Ohio Revised code, Section 2901.01(E), or causing "serious physical harm to property", as defined in Ohio Revised code, Section 2901.01 (F).

Following an accident, the employee is tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. Any employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until they undergo a post-accident alcohol test. Any employee who leaves the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing is considered to have refused the test.

Section 14. Return to Duty Testing

Employees who tested positive on a drug or alcohol test, and who are afforded the opportunity to return to work, must test negative for drugs or below .04 for alcohol and be evaluated and released to duty by the Substance Abuse Professional before returning to work.

Section 15. Follow-Up Testing

Employees are required to undergo frequent unannounced drug and alcohol testing during the period of time recommended by the Substance Abuse Professional. A minimum of six follow-up tests are conducted within the twelve (12) months following the employee's return to duty. Employees subject to follow-up testing will continue to perform their duties if not otherwise in violation of this policy.

Section 16. Who Pays For Post-Hire Testing

The City pays for all negative reasonable suspicion, post-accident, drug and alcohol tests for employees. The City will also pay for all negative random drug tests.

Employees must reimburse the City through payroll deduction for all confirmed positive reasonable suspicion and post-accident drug and alcohol tests. Employees must also reimburse the City for all confirmed positive random drug tests.

Employees must reimburse the City through payroll deduction for all return to duty and follow up drug and alcohol tests, whether positive or negative.

Section 17. Refusal to Submit to Testing/Union Representation/ Identification

- A. Refusals to comply with a request for testing, submission of false information in connection with a test, or attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be considered a refusal to submit to testing and will be treated the same as a positive test result. Refusal can include an inability to provide a specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.
- B. The employee may make arrangements for a Local 136 representative to witness the testing procedure; however, the employee must obtain the witness within one hour of the scheduled test time. The witness will be prohibited from any action other than witnessing the test procedure. Management shall release said representative from duty if they are on duty. The representative will return immediately to their post upon completion of witnessing the test procedure. The request for a witness will not extend the employee's three (3) hour window to provide a testing sample.
- C. Specimen testing will be in accordance with the guidelines of the NIDA certified testing facility. In the case of reasonable suspicion, random, and post-accident testing if the laboratory site is unavailable and the employee is not hospitalized, arrangements will have been provided for collection at an alternative site that complies with DHHS standards.
- D. The employee designated to give a sample must be positively identified prior to any sample being taken.

Section 18. Drug/Alcohol Treatment

Many persons experiencing problems with drugs and alcohol can be helped through counseling and treatment by substance abuse professionals. Employees so affected are encouraged to make use of the resources available for treatment through referral by the City, a union representative or self-referral.

Employees who test positive for the presence of illegal drugs or alcohol will be referred to a substance abuse professional. A substance abuse professional is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of, and clinical experience in, the diagnosis and treatment of drug and alcohol-related disorders. The substance abuse professional will evaluate each employee to determine what assistance, if any, the employee needs to resolve problems associated with prohibited substance abuse or misuse of alcohol.

Under certain circumstances, including positive drug or alcohol tests, employees may be required, by the substance abuse professional, to undergo treatment for substance abuse. The scope of the treatment, nature and length of the treatment is decided by the

substance abuse professional. An alleged lack of appropriate treatment will not affect or nullify a positive drug test. If an employee is not discharged, but is allowed to return to duty after such evaluation and/or treatment, they must properly follow the rehabilitation program prescribed by the substance abuse professional, must pass the return to duty drug and alcohol test(s), and be subject to unannounced follow-up tests for a period of one to two years as determined by the substance abuse professional or as required by Federal law. Any employee who refuses treatment when required, or fails to comply with the regimen prescribed by the substance abuse professional for treatment, aftercare, or return to duty, shall be subject to disciplinary action, up to and including discharge.

Section 19. Confidentiality

Positive and confirmed laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be secured in a separate confidential medical folder in the Department of Human Resources. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee or their designee upon request.

Negative test results will be kept for two (2) years or longer if litigation is pending. After that, negative test results may be kept by the city for statistical purposes only; any such test result kept for statistical purposes will not have an employee identity associated with it.

The City may disclose information required to be maintained pertaining to an employee, to the employee or to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or controlled substance test administered under this part, or from the employer's determination that the employee engaged in prohibited conduct (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee).

Section 20. Medical Marijuana

For the term of this Agreement, marijuana is a schedule 1 drug due to federal law, and City employees may not consume and/or use marijuana, including use of marijuana for medicinal uses as allowed by Ohio law; provided that, thirty (30) days after any revisions to the federal Controlled Substances Act that render the use and/or possession of marijuana lawful, this reference to medical marijuana will no longer apply.

Section 21. Employee Assistance Program (EAP)

- A. The City of Dayton and the Local 136 recognize that almost any problem can be successfully treated provided it is identified in its early stages and referral is made to appropriate modality of care. This applies whether the problem is one of physical

illness, mental or emotional illness, marital or family distress, alcoholism, or drug abuse, or other concerns.

- B. The City of Dayton and Local 136 believe it is in the interest of the employee and the employee's family to provide an employee service, which deals with such persistent problems. Implementation of the program will be conducted on the basis of urging employees displaying patterns of poor job performance to participate in the program; however, the existing discipline, grievance, and arbitration procedures will remain in effect.
- C. The Employee Assistance Program has helped employees deal with many issues, such as drug and alcohol abuse and other emotional or social problems. If an employee goes to the EAP office, the EAP specialist will discuss with him/her what the special needs may be, and then will refer the employee to the appropriate resources for help. Many of the referred services and organizations may be covered by the City's health care providers; however, the employee may have to pay for some services.
- D. In instances where it is necessary, a leave of absence may be granted for treatment or rehabilitation for alcoholism and/or drug abuse on the same basis as it is granted for other ordinary health problems.

Section 22. Role of the Medical Review Officer (MRO)

- A. The Medical Review Officer (hereafter referred to as "MRO") is a licensed physician (medical doctor or doctor of osteopathy) knowledgeable of substance abuse and trained in the medical use of prescription drugs and the pharmacology and toxicology of all drugs.
- B. The MRO shall not be an employee or agent of or have any financial interest in the laboratory for which the MRO is reviewing drug testing results. The MRO's primary responsibility is to receive laboratory results generated by the employer's drug testing program and review and interpret positive test results obtained through the drug screening process and to evaluate those results together with medical history or any other relevant biomedical information to confirm positive drug test results or confirm positive alcohol tests. No other City employee or agent shall be informed of the positive confirmatory drug test or confirmed positive alcohol test until the verification interview is held. If the employee refuses to participate in the verification interview the MRO will report the confirmed positive test results to the designated employee representative (hereafter referred to as the DER) in Human Resources. If the employee cannot be contacted within three (3) business days the MRO shall contact the DER and determine the status of the employee. The DER will then determine if the tested employee is on valid departmental leave. If the employee is on valid departmental leave then the DER will have three (3) business days to contact the employee after they have returned to duty from that leave. If three (3) business days then elapse without conduction of the verification interview the MRO may report the confirmed positive test results to the DER in Human Resources. In

fulfilling these responsibilities, the MRO is to adhere to the U.S. Department of Health and Human Services ("DHHS") mandatory guidelines for federal workplace drug testing programs.

- C. If any question arises as to the accuracy or validity of a positive test result, the MRO shall, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO will then make a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO will deem the urinary evidence insufficient and no further action regarding the individual employee shall occur.
- D. The MRO must also assess and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO shall conduct a medical interview with the employee, review the employee's medical history, or review any other relevant biomedical factors. MRO shall also review any information provided by an employee attempting to show legitimate use of a drug.
- E. Any medical information provided to the MRO will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.
- F. If the MRO has a confirmed positive drug or confirmed positive alcohol test result, the information related to the confirmed positive test result will be disclosed in writing and in a manner designed to ensure confidentiality of the information to the Designated Employee Representative (DER), in Human Resources. The information will be disclosed to member's designee if a signed, written release is received by Human Resources from the employee.

Section 23. Definitions

Alcohol means beer or intoxicating liquor as defined in Section 4301.01 of the Ohio Revised Code.

Alcohol Misuse means the consumption of beer or intoxicating liquor as defined in Section 4301.01 of the Ohio Revised Code resulting in the presence in an on-duty employee of a concentration of four hundredths of one per cent (.04) or more by weight of alcohol in their blood or four hundredths of one gram (.04) or more by weight of alcohol per two hundred ten liters of their blood.

Alcohol Test means a procedure to identify the presence of a minimum specified level of alcohol in an employee. Breath tests to determine the level of alcohol must be given by a Breath Alcohol Technician (BAT) trained to proficiency and certified by the appropriate state agency in the operation of the Evidential Breath Testing instrument

(EBT). If an employee is hospitalized, such blood/alcohol testing shall be conducted in accordance with the guidelines of the medical facility.

Collection Site means an off-site sample collection facility where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs. Such laboratory shall also be used for just causes or reasonable suspicion drug testing if the laboratory is available. If the employee is hospitalized or if the laboratory site is unavailable, the collection site will be either the location where the employee is hospitalized or the alternate site provided for in the contract.

Confirmatory Drug Test means a second procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. At this time, gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

Confirmed Negative Alcohol Test means the presence in an on duty employee of a concentration of two hundredths of one per cent (.02) or less by weight of alcohol in their blood or two hundredths of one gram (.02) or less by weight of alcohol per two hundred ten liters of their blood.

Confirmed Negative Drug Test Result means the absence of illegal drugs in any form or metabolites in sufficient quantities such that the illegal drug or its metabolites is not at or above the specified cutoff level in accordance with the National Institute on Drug Abuse (NIDA) standard or the standards set forth in this policy or the absence of a confirmed positive result.

Confirmed Positive Alcohol Test means the presence in an on duty employee of a concentration of four hundredths of one per cent (.04) or more by weight of alcohol in their blood or four hundredths of one gram (.04) or more by weight of alcohol per two hundred ten liters of their blood.

Confirmed Positive Drug Test Result means a positive confirmatory drug test which has been confirmed by the Medical Review Officer (MRO).

Illegal Drug means any "controlled substance" as defined in Ohio Revised Code, Section 3719.01 (D), and any "dangerous drug" as defined in Section 4729.01 of the Ohio Revised Code, the possession or sale of which, without a prescription or license, is prohibited by law.

Illegal Drug Use means the use of any "controlled substance" or "dangerous drug" which not has been legally prescribed and/or dispensed, or the use of a prescription drug, which is not in accordance with the manner in which, it was prescribed, and to whom it was prescribed for.

Initial Drug Test (also known as Screening Test) means an immunoassay test to eliminate "negative" urine specimens from further consideration and to identify the presumptively positive specimens that require confirmation through further testing.

Legal Drug means any substance, the possession or sale of which is not prohibited by law.

Legal Drug Misuse means the overuse or inappropriate use of any legal drug.

Medical Review Officer means a licensed physician (medical doctor or doctor of osteopathy) knowledgeable of substance abuse and trained in the medical use of prescription drugs and the pharmacology and toxicology of all drugs. This physician must be on the approved DOT MRO list.

Prescription Drug means any "controlled substance" or "dangerous drug" for which possession and use are legal when "prescribed" by licensed medical personnel.

Prescribed means a written or oral order for a controlled substance for the use of a particular person given by a practitioner in the course of professional practice and in accordance with the regulations promulgated by the United States Drug Enforcement Administration, pursuant to the federal drug abuse control laws.

Article 34

Staffing

Management and the Union understand the financial vulnerability of the City's General Fund. Management and the Union agree on the desire of each to continue to provide a high level of service to the citizens of Dayton.

In order to maintain effective operations in Emergency Services, Management intends to staff in service engines and ladders with a minimum of one (1) Fire Officer and three (3) Firefighters. Both Management and Union realize that circumstances beyond either's control may necessitate readjustments to this staffing commitment.

Management fully intends, where deemed appropriate and beneficial to the community and the Fire Department, to explore, test, and/or implement new, innovative and efficient technologies, equipment, response and deployment patterns, and service delivery programs in all areas of Fire Department operations.

The total number of apparatus in-service at any given time is a Management right. Management will make every reasonable effort to communicate any changes of apparatus and/or staff assignment thereto.

Article 35

Promotional Training

Section 1

Employees who have been qualified by the Dayton Civil Service Board (DCSB) and placed on promotional lists shall have training provided by Management consummate with this position for which they have been certified eligible.

A. Such training shall consist of the following for members on a DCSB certified list for Lieutenant:

1. Management shall implement an officer development training program for candidates whose name appears on a Lieutenant promotional list. This program shall consist of a general officer development training class developed and conducted by Dayton Fire Department training staff; a "mentoring program" whereby candidates will work with company officers during their normal work schedule to complete check sheets that verify they are able to perform day-to-day duties required of a lieutenant on the Dayton Fire Department; and Fire Officer Level 1 training, in accordance with NFPA 1021, Edition 2009.
2. Before being required to work out of rank, the employee will have completed the City provided Officer training.

Section 2

Only the top nine (9) candidates of the DCSB certified list for Lieutenant will be required to work out of rank.

1. Management may require up to three (3) Firefighters per shift to work out of rank, in the rank of Lieutenant.
2. Notwithstanding the preceding paragraph (1) in no case shall the percentage of employees working out of rank as a Lieutenant exceed thirty-eight (38) percent of the available suppression spots on any given day.

Section 3

If the City has not filled the available number of positions under Section 2 of this article after exhausting the available candidates, the City may go lower, in rank order, on the eligibility list to select one additional individual who may work out of their classification in each rank.

Section 4

Candidates chosen to work out of rank will be from among those available based on their rank order on the DCSB Promotional Lists, beginning at the top of the lists. Upon the execution of a new promotional eligibility list, candidates may be passed over to work out of rank until such time as they have completed their officer training.

Section 5

Training for members on a DCSB certified list for Captain or District Chief shall consist of the following:

Management shall implement an officer development training program for candidates whose names appear on a Captain or District Chief promotional list. This program shall consist of an officer development training class appropriate for their specific rank which will be developed and conducted by Dayton Fire Department training staff. Further, if the candidates have not yet been training to the Fire Officer 1 level in accordance with NFPA 1021, 2009 Edition, they will receive such training as outlined in Section A.1. above. This training is to be completed by each candidate before they are required to work out of rank. Additionally, each officer promoted off of an eligibility list will receive training to the Fire Officer II level in accordance with NFPA 1021, 2009 Edition, within one (1) year of their promotional date.

Section 6

Only the top six (6) candidates on the DCSB Captain Promotional list and the top six (6) candidates on the DCSB District Chief Promotional list will be required to work out of rank.

1. Management may require up to two (2) Lieutenants per shift to act in the rank of Captain.
2. Notwithstanding the preceding paragraph (1) in no case shall the percentage of employees working out of rank as a Captain exceed fifty (50) percent of the available suppression spots on any given day.
3. Management may require one (1) Captain per shift to act in the rank of District Chief.

Section 7

If the City has not filled the available number of positions under Section 6 of this article after exhausting the available candidates, the City may go lower, in rank order, on the eligibility list to select one additional individual who may work out of their classification in each rank.

Section 8

Candidates to work out of rank will be chosen among those available based on their rank order on the DCSB Promotional Lists, beginning at the top of the lists. Upon the execution of a new promotional eligibility list, candidates may be passed over to work out of rank until such time as they have completed their officer training.

Section 9

Compensation

Promotional candidates who are working out of classification in a higher rank in accordance with the provisions herein shall be paid an assignment pay above their present wage rate of 12.0%.

Section 10

Vacancies in promoted positions

Management shall make a determination regarding whether to fill a promotional vacancy within forth-five (45) days of the position vacancy. The City Manager and/or the Director of Human Resources will provide written notice to the IAFF whether the City intends to fill or abolish the vacancy during this forty-five (45) day period. This notice may only be changed or modified due to a subsequent written communication from the City Manager. If the City intends to fill a vacancy, it will do so within thirty (30) calendar days after notice to the IAFF. If a promotional eligibility list has expired and the City elects to fill a vacancy, the vacancy will be filled within thirty (30) calendar days after the promulgation of a new promotional eligibility list. A vacancy in a promoted position that will trigger this notice requirement occurs on the date of promotion, retirement, resignation, demotion, termination, or death of the incumbent duly appointed to said position. A vacancy will also occur upon the effective date a newly promoted position is created and funded by the City's Position Management Team ("PMT").

Section 11 Completion of Training:

If a promotional position becomes available before Management has completed initial officer training due to an inadequate timeframe after a promotional test is given, then the first qualified employee shall be promoted into that position but shall complete the officer training within two (2) months. If the promoted employee fails to complete the officer training within two (2) months, then the employee will be demoted back to their prior position with the Dayton Fire Department. The two (2) month time frame to complete the officer training maybe extended by the Chief of Fire due to unforeseen circumstances during an employee's probationary period (i.e., long term medical illness, military leave, etc.).

Addendum #1

Firefighter/Professional Firefighter Wage Addendum

FIREFIGHTER (GRADE 301A)

Effective Date: 1-Jan-21 (11/4/21)

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
40 Hour	\$ 26.44	\$ 28.60	\$ 27.53	\$ 28.69	\$ 29.84	\$ 31.09	\$ 32.35	\$ 33.93
48 Hour	\$ 21.20	\$ 22.08	\$ 22.94	\$ 23.81	\$ 24.88	\$ 25.91	\$ 26.86	\$ 28.27
Overtime Rate	\$ 38.16	\$ 39.75	\$ 41.30	\$ 43.04	\$ 44.76	\$ 46.64	\$ 48.63	\$ 50.90
Week	\$ 1,017.60	\$ 1,080.00	\$ 1,101.20	\$ 1,147.80	\$ 1,193.60	\$ 1,243.60	\$ 1,284.00	\$ 1,367.20
Month	\$ 4,409.60	\$ 4,593.33	\$ 4,771.87	\$ 4,972.93	\$ 5,172.27	\$ 5,388.93	\$ 5,607.33	\$ 5,881.20
Year	\$ 52,916.20	\$ 55,120.00	\$ 57,262.40	\$ 59,676.20	\$ 62,067.20	\$ 64,687.20	\$ 67,288.00	\$ 70,574.40

Effective Date: 1-Jan-22

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
40 Hour	\$ 25.95	\$ 27.03	\$ 28.08	\$ 29.26	\$ 30.44	\$ 31.71	\$ 33.00	\$ 34.61
48 Hour	\$ 21.62	\$ 22.62	\$ 23.40	\$ 24.39	\$ 25.38	\$ 26.43	\$ 27.60	\$ 28.84
Overtime Rate	\$ 38.93	\$ 40.65	\$ 42.12	\$ 43.89	\$ 45.68	\$ 47.57	\$ 49.60	\$ 51.92
Week	\$ 1,038.00	\$ 1,081.20	\$ 1,123.20	\$ 1,170.40	\$ 1,217.60	\$ 1,268.40	\$ 1,320.00	\$ 1,384.40
Month	\$ 4,498.00	\$ 4,885.20	\$ 4,887.20	\$ 5,071.73	\$ 5,278.27	\$ 5,488.40	\$ 5,720.00	\$ 5,989.07
Year	\$ 53,976.00	\$ 58,622.40	\$ 58,406.40	\$ 60,860.80	\$ 63,316.20	\$ 65,956.80	\$ 68,640.00	\$ 71,888.80

Effective Date: 1-Jan-23

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
40 Hour	\$ 26.47	\$ 27.67	\$ 28.64	\$ 29.85	\$ 31.05	\$ 32.34	\$ 33.66	\$ 35.30
48 Hour	\$ 22.05	\$ 22.97	\$ 23.87	\$ 24.88	\$ 25.87	\$ 26.96	\$ 28.05	\$ 29.42
Overtime Rate	\$ 39.71	\$ 41.36	\$ 42.88	\$ 44.78	\$ 46.68	\$ 48.61	\$ 50.49	\$ 52.85
Week	\$ 1,058.80	\$ 1,102.80	\$ 1,145.80	\$ 1,194.00	\$ 1,242.00	\$ 1,289.80	\$ 1,346.40	\$ 1,412.00
Month	\$ 4,588.13	\$ 4,778.80	\$ 4,864.27	\$ 5,174.00	\$ 5,382.00	\$ 5,605.60	\$ 5,834.40	\$ 6,118.67
Year	\$ 55,057.80	\$ 57,345.60	\$ 58,571.20	\$ 62,088.00	\$ 64,584.00	\$ 67,267.20	\$ 70,012.80	\$ 73,424.00

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

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
6 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months

This pay schedule shall result in full pay for the Firefighters/Professional Firefighters in seventy-eight (78) months.

Addendum #2

Firefighter Wage Addendum

FIREFIGHTER with Paramedic Certification (GRADE 301P)

Effective Date: 1-Jan-21 (11/4/21)

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
40 Hour	\$ 27.45	\$ 28.69	\$ 28.71	\$ 30.99	\$ 32.23	\$ 33.57	\$ 34.94	\$ 36.83
48 Hour	\$ 22.67	\$ 23.83	\$ 24.76	\$ 25.83	\$ 26.88	\$ 27.97	\$ 29.11	\$ 30.62
Overtime Rate	\$ 41.18	\$ 42.89	\$ 44.67	\$ 46.48	\$ 48.35	\$ 50.38	\$ 52.41	\$ 54.95

Week	\$ 1,098.00	\$ 1,143.60	\$ 1,188.40	\$ 1,239.60	\$ 1,289.20	\$ 1,342.80	\$ 1,397.60	\$ 1,465.20
Month	\$ 4,768.00	\$ 4,855.60	\$ 5,148.73	\$ 5,371.60	\$ 5,586.63	\$ 5,818.80	\$ 6,058.27	\$ 6,349.20
Year	\$ 57,096.00	\$ 58,467.20	\$ 61,796.80	\$ 64,459.20	\$ 67,038.40	\$ 69,825.60	\$ 72,675.20	\$ 76,180.40

Effective Date: 1-Jan-22

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
40 Hour	\$ 28.00	\$ 29.16	\$ 30.30	\$ 31.61	\$ 32.88	\$ 34.24	\$ 35.64	\$ 37.36
48 Hour	\$ 23.33	\$ 24.31	\$ 25.28	\$ 26.35	\$ 27.40	\$ 28.63	\$ 29.69	\$ 31.13
Overtime Rate	\$ 42.00	\$ 43.74	\$ 45.46	\$ 47.42	\$ 49.32	\$ 51.36	\$ 53.46	\$ 56.04
Week	\$ 1,120.00	\$ 1,168.40	\$ 1,212.00	\$ 1,264.40	\$ 1,315.20	\$ 1,369.60	\$ 1,425.80	\$ 1,484.40
Month	\$ 4,853.33	\$ 5,054.40	\$ 5,252.00	\$ 5,478.07	\$ 5,699.20	\$ 5,834.93	\$ 6,177.60	\$ 6,475.73
Year	\$ 58,240.00	\$ 60,652.80	\$ 63,024.00	\$ 65,748.80	\$ 68,390.40	\$ 71,219.20	\$ 74,131.20	\$ 77,708.80

Effective Date: 1-Jan-23

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
40 Hour	\$ 28.66	\$ 29.74	\$ 30.91	\$ 32.24	\$ 33.54	\$ 34.93	\$ 36.35	\$ 38.11
48 Hour	\$ 23.80	\$ 24.80	\$ 25.77	\$ 26.88	\$ 27.88	\$ 28.11	\$ 30.28	\$ 31.75
Overtime Rate	\$ 42.84	\$ 44.61	\$ 46.37	\$ 48.36	\$ 50.31	\$ 52.40	\$ 54.53	\$ 57.17
Week	\$ 1,142.40	\$ 1,189.60	\$ 1,236.40	\$ 1,289.60	\$ 1,341.60	\$ 1,397.20	\$ 1,454.00	\$ 1,524.40
Month	\$ 4,850.40	\$ 5,154.93	\$ 5,357.73	\$ 5,588.27	\$ 5,813.60	\$ 6,054.63	\$ 6,300.67	\$ 6,605.73
Year	\$ 58,404.80	\$ 61,859.20	\$ 64,292.80	\$ 67,059.20	\$ 69,763.20	\$ 72,654.40	\$ 75,608.00	\$ 79,268.80

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

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
6 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	****

This pay schedule shall result in full pay for the Firefighters/Professional Firefighters with paramedic certification in seventy-eight (78) months.

Addendum #3

Firefighter Wage Addendum

(Employees Hired before November 1, 1995)

FIREFIGHTER (GRADE 301)

Effective Date: 1-Jan-21 (11/4/21)

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40 Hour	\$ 25.44	\$ 28.48	\$ 31.83	\$ 32.77	\$ 33.93
48 Hour	\$ 21.20	\$ 23.67	\$ 26.38	\$ 27.31	\$ 28.27
Overtime Rate	\$ 38.16	\$ 42.72	\$ 47.45	\$ 48.18	\$ 50.80
Week	\$ 1,017.60	\$ 1,139.20	\$ 1,265.20	\$ 1,310.80	\$ 1,357.20
Month	\$ 4,409.60	\$ 4,936.63	\$ 5,482.63	\$ 5,680.13	\$ 5,881.20
Year	\$ 52,916.20	\$59,238.40	\$65,780.40	\$68,161.60	\$70,574.40

Effective Date: 1-Jan-22

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40 Hour	\$ 25.95	\$ 29.05	\$ 32.26	\$ 33.43	\$ 34.81
48 Hour	\$ 21.62	\$ 24.14	\$ 26.89	\$ 27.88	\$ 28.84
Overtime Rate	\$ 38.93	\$ 43.58	\$ 48.39	\$ 50.15	\$ 51.92
Week	\$ 1,038.00	\$ 1,182.00	\$ 1,290.40	\$ 1,337.20	\$ 1,384.40
Month	\$ 4,498.00	\$ 5,035.33	\$ 5,581.73	\$ 5,784.63	\$ 5,999.07
Year	\$ 53,878.00	\$60,424.00	\$67,100.80	\$69,534.40	\$71,988.80

Effective Date: 1-Jan-23

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40 Hour	\$ 26.47	\$ 29.83	\$ 32.81	\$ 34.10	\$ 35.30
48 Hour	\$ 22.06	\$ 24.62	\$ 27.43	\$ 28.42	\$ 29.42
Overtime Rate	\$ 39.71	\$ 44.45	\$ 49.37	\$ 51.15	\$ 52.95
Week	\$ 1,058.80	\$ 1,185.20	\$ 1,318.40	\$ 1,384.00	\$ 1,412.00
Month	\$ 4,588.13	\$ 5,135.87	\$ 5,704.40	\$ 5,810.87	\$ 6,118.67
Year	\$ 55,057.80	\$61,630.40	\$68,462.80	\$70,928.00	\$73,424.00

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

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
6 Months	12 Months	12 Months	6 Months	*****

This pay schedule shall result in full pay for the Firefighters, hired before November 1, 1995, in thirty-six (36) months

Addendum #4

Firefighter Wage Addendum

(Employees Hired before November 1, 1995)

FIREFIGHTER with Paramedic Certification (GRADE 301C)

Effective Date:	1-Jan-21	(11/4/21)			
BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40 Hour	\$ 27.45	\$ 32.85	\$ 34.14	\$ 35.38	\$ 36.63
48 Hour	\$ 22.87	\$ 27.45	\$ 28.45	\$ 29.49	\$ 30.52
Overtime Rate	\$ 41.18	\$ 48.43	\$ 51.21	\$ 53.07	\$ 54.95
Week	\$ 1,088.00	\$ 1,318.00	\$ 1,365.60	\$ 1,415.20	\$ 1,465.20
Month	\$ 4,758.00	\$ 5,711.33	\$ 5,817.60	\$ 6,132.53	\$ 6,349.20
Year	\$ 57,096.00	\$68,536.00	\$71,011.20	\$73,580.40	\$76,180.40

Effective Date:	1-Jan-22				
BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40 Hour	\$ 28.00	\$ 33.61	\$ 34.82	\$ 36.09	\$ 37.36
48 Hour	\$ 23.33	\$ 28.01	\$ 28.02	\$ 30.08	\$ 31.13
Overtime Rate	\$ 42.00	\$ 50.42	\$ 52.23	\$ 54.14	\$ 56.04
Week	\$ 1,120.00	\$ 1,344.40	\$ 1,392.80	\$ 1,443.60	\$ 1,494.40
Month	\$ 4,853.33	\$ 5,825.73	\$ 6,035.47	\$ 6,255.60	\$ 6,475.73
Year	\$ 58,240.00	\$69,908.80	\$72,425.60	\$75,067.20	\$77,708.80

Effective Date:	1-Jan-23				
BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40 Hour	\$ 28.58	\$ 34.28	\$ 35.62	\$ 36.81	\$ 38.11
48 Hour	\$ 23.80	\$ 28.57	\$ 28.80	\$ 30.68	\$ 31.75
Overtime Rate	\$ 42.84	\$ 51.42	\$ 53.28	\$ 55.22	\$ 57.17
Week	\$ 1,142.40	\$ 1,371.20	\$ 1,420.80	\$ 1,472.40	\$ 1,524.40
Month	\$ 4,950.40	\$ 5,841.87	\$ 6,156.80	\$ 6,380.40	\$ 6,605.73
Year	\$ 59,404.80	\$71,302.40	\$73,881.60	\$76,564.80	\$78,268.80

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

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
6 Months	12 Months	12 Months	6 Months	*****

This pay schedule shall result in full pay for the Firefighters with Paramedic certification, hired before November 1, 1995, in thirty-six (36) months.

Addendum #5

Paramedic Wage Addendum

(Employees Hired before November 1, 1995)

PARAMEDIC (GRADE 302)

Effective Date:	1-Jan-21	(11/4/21)			
BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40 Hour	\$ 21.92	\$ 28.71	\$ 27.62	\$ 28.64	\$ 29.60
Overtime Rate	\$ 32.88	\$ 40.07	\$ 41.43	\$ 42.96	\$ 44.40
Week	\$ 876.80	\$ 1,088.40	\$ 1,104.80	\$ 1,145.80	\$ 1,184.00
Month	\$ 3,799.47	\$ 4,829.73	\$ 4,787.47	\$ 4,984.27	\$ 5,130.67
Year	\$ 46,593.60	\$55,558.80	\$57,449.60	\$59,571.20	\$61,568.00

Effective Date:	1-Jan-22				
BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40 Hour	\$ 22.38	\$ 27.24	\$ 28.17	\$ 29.21	\$ 30.19
Overtime Rate	\$ 33.54	\$ 40.88	\$ 42.28	\$ 43.82	\$ 45.28
Week	\$ 894.40	\$ 1,089.80	\$ 1,126.80	\$ 1,168.40	\$ 1,207.60
Month	\$ 3,875.73	\$ 4,721.80	\$ 4,882.80	\$ 5,063.07	\$ 5,232.83
Year	\$ 46,508.80	\$56,659.20	\$58,583.60	\$60,756.80	\$62,785.20

Effective Date:	1-Jan-23				
BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40 Hour	\$ 22.81	\$ 27.78	\$ 28.73	\$ 28.78	\$ 30.79
Overtime Rate	\$ 34.22	\$ 41.89	\$ 43.10	\$ 44.89	\$ 46.19
Week	\$ 912.40	\$ 1,111.60	\$ 1,148.20	\$ 1,181.80	\$ 1,231.60
Month	\$ 3,953.73	\$ 4,816.93	\$ 4,979.87	\$ 5,163.60	\$ 5,336.93
Year	\$ 47,444.80	\$57,803.20	\$59,768.40	\$61,963.20	\$64,043.20

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

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
6 Months	12 Months	12 Months	6 Months	*****

The pay schedule shall result in full pay for the Paramedic hired before 11/1/1995 in thirty-six (36) months.

Addendum #6

Paramedic Wage Addendum

(Employees hired after November 1, 1995)

PARAMEDIC (GRADE \$02A)

Effective Date: 1-Jan-21 (11/4/21)

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
40 Hour	\$ 21.92	\$ 22.83	\$ 23.83	\$ 24.86	\$ 25.91	\$ 27.03	\$ 28.18	\$ 29.60
Overtime Rate	\$ 32.88	\$ 34.26	\$ 35.75	\$ 37.29	\$ 38.87	\$ 40.55	\$ 42.29	\$ 44.40
Week	\$ 876.80	\$ 913.20	\$ 953.20	\$ 994.40	\$ 1,036.40	\$ 1,081.20	\$ 1,127.60	\$ 1,184.00
Month	\$ 3,789.47	\$ 3,957.20	\$ 4,130.53	\$ 4,309.07	\$ 4,491.07	\$ 4,686.20	\$ 4,886.27	\$ 5,130.67
Year	\$45,593.80	\$47,486.40	\$49,566.40	\$51,708.80	\$53,892.80	\$56,222.40	\$58,635.20	\$61,569.00

Effective Date: 1-Jan-22

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
40 Hour	\$ 22.36	\$ 23.29	\$ 24.31	\$ 25.38	\$ 26.43	\$ 27.57	\$ 28.76	\$ 30.19
Overtime Rate	\$ 33.64	\$ 34.84	\$ 36.47	\$ 38.04	\$ 39.65	\$ 41.38	\$ 43.13	\$ 45.29
Week	\$ 894.40	\$ 931.60	\$ 972.40	\$ 1,014.40	\$ 1,057.20	\$ 1,102.80	\$ 1,150.00	\$ 1,207.80
Month	\$ 3,875.73	\$ 4,036.83	\$ 4,213.73	\$ 4,395.73	\$ 4,581.20	\$ 4,778.80	\$ 4,983.33	\$ 5,232.83
Year	\$46,508.80	\$48,443.20	\$50,564.80	\$52,748.80	\$54,974.40	\$57,345.80	\$59,800.00	\$62,795.20

Effective Date: 1-Jan-23

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
40 Hour	\$ 22.81	\$ 23.76	\$ 24.80	\$ 25.87	\$ 26.98	\$ 28.12	\$ 29.33	\$ 30.79
Overtime Rate	\$ 34.22	\$ 35.64	\$ 37.20	\$ 38.81	\$ 40.44	\$ 42.18	\$ 44.00	\$ 46.19
Week	\$ 912.40	\$ 950.40	\$ 992.00	\$ 1,034.60	\$ 1,078.40	\$ 1,124.80	\$ 1,173.20	\$ 1,231.60
Month	\$ 3,953.73	\$ 4,116.40	\$ 4,288.67	\$ 4,464.13	\$ 4,673.07	\$ 4,874.13	\$ 5,083.87	\$ 5,336.93
Year	\$47,444.80	\$49,420.80	\$51,584.00	\$53,808.60	\$56,076.80	\$58,489.60	\$61,008.40	\$64,043.20

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

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
6 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months

The pay schedule shall result in full pay for the Paramedic in seventy-eight (78) months.

Addendum #7

Fire Lieutenant Wage Addendum

FIRE LIEUTENANT (GRADE 303)

Effective Date:	1-Jan-21	(11/4/21)		
BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 35.26	\$ 36.52	\$ 37.82	\$ 39.37
48 Hour	\$ 29.38	\$ 30.43	\$ 31.62	\$ 32.81
Overtime Rate	\$ 52.88	\$ 54.78	\$ 56.73	\$ 59.06
Week	\$ 1,410.40	\$ 1,460.80	\$ 1,512.80	\$ 1,574.80
Month	\$ 6,111.73	\$ 6,330.13	\$ 6,555.47	\$ 6,824.13
Year	\$ 73,340.80	\$ 76,961.60	\$ 78,665.60	\$ 81,889.60

Effective Date:	1-Jan-22			
BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 35.97	\$ 37.25	\$ 38.58	\$ 40.16
48 Hour	\$ 29.98	\$ 31.04	\$ 32.15	\$ 33.47
Overtime Rate	\$ 53.98	\$ 55.88	\$ 57.87	\$ 60.24
Week	\$ 1,438.80	\$ 1,490.00	\$ 1,543.20	\$ 1,606.40
Month	\$ 6,234.80	\$ 6,456.67	\$ 6,687.20	\$ 6,961.07
Year	\$ 74,817.60	\$ 77,480.00	\$ 80,246.40	\$ 83,532.80

Effective Date:	1-Jan-23			
BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 36.89	\$ 38.00	\$ 39.35	\$ 40.86
48 Hour	\$ 30.68	\$ 31.66	\$ 32.79	\$ 34.14
Overtime Rate	\$ 55.04	\$ 57.00	\$ 59.03	\$ 61.44
Week	\$ 1,467.60	\$ 1,520.00	\$ 1,574.00	\$ 1,638.40
Month	\$ 6,359.60	\$ 6,586.67	\$ 6,820.67	\$ 7,089.73
Year	\$ 76,315.20	\$ 79,040.00	\$ 81,848.00	\$ 85,188.80

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

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 Months	6 Months	6 Months	*****

This pay schedule shall result in full pay for the Fire Lieutenant in eighteen (18) months.

Addendum #8

Fire Lieutenant Wage Addendum

FIRE LIEUTENANT with Paramedic Certification (GRADE 303P)

Effective Date:	1-Jan-21	(1/4/21)		
BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 38.12	\$ 39.44	\$ 40.82	\$ 42.62
48 Hour	\$ 31.78	\$ 32.88	\$ 34.02	\$ 35.44
Overtime Rate	\$ 57.18	\$ 59.16	\$ 61.23	\$ 63.78
Week	\$ 1,524.80	\$ 1,577.60	\$ 1,632.80	\$ 1,700.80
Month	\$ 6,507.47	\$ 6,338.27	\$ 7,076.47	\$ 7,370.13
Year	\$ 79,289.60	\$82,035.20	\$84,905.60	\$88,441.60

Effective Date:	1-Jan-22			
BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 38.88	\$ 40.23	\$ 41.64	\$ 43.37
48 Hour	\$ 32.40	\$ 33.62	\$ 34.70	\$ 36.15
Overtime Rate	\$ 68.32	\$ 60.35	\$ 62.46	\$ 65.08
Week	\$ 1,656.20	\$ 1,809.20	\$ 1,665.80	\$ 1,734.80
Month	\$ 6,739.20	\$ 6,873.20	\$ 7,217.80	\$ 7,617.47
Year	\$ 80,870.40	\$83,678.40	\$86,611.20	\$90,209.60

Effective Date:	1-Jan-23			
BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 39.66	\$ 41.04	\$ 42.47	\$ 44.24
48 Hour	\$ 33.05	\$ 34.19	\$ 35.38	\$ 36.87
Overtime Rate	\$ 59.49	\$ 61.56	\$ 63.71	\$ 66.36
Week	\$ 1,588.40	\$ 1,841.80	\$ 1,698.80	\$ 1,769.60
Month	\$ 6,874.40	\$ 7,113.80	\$ 7,361.47	\$ 7,888.27
Year	\$ 82,492.80	\$85,363.20	\$88,337.60	\$92,019.20

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

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 Months	6 Months	6 Months	*****

This pay schedule shall result in full pay for the Fire Lieutenant with Paramedic certification in eighteen (18) months.

Addendum #9

Fire Captain Wage Addendum

FIRE CAPTAIN (GRADE 304)

Effective Date: 1-Jan-21 (11/04/21)

BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 40.82	\$ 42.40	\$ 44.07	\$ 45.68
48 Hour	\$ 34.10	\$ 35.33	\$ 36.73	\$ 38.07
Overtime Rate	\$ 81.38	\$ 83.80	\$ 86.11	\$ 88.52
Week	\$ 1,638.80	\$ 1,696.00	\$ 1,762.80	\$ 1,827.20
Month	\$ 7,082.80	\$ 7,348.33	\$ 7,638.80	\$ 7,917.87
Year	\$ 85,113.80	\$88,182.00	\$91,685.60	\$95,014.40

Effective Date: 1-Jan-22

BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 41.74	\$ 43.25	\$ 44.85	\$ 46.59
48 Hour	\$ 34.78	\$ 36.04	\$ 37.47	\$ 38.83
Overtime Rate	\$ 82.81	\$ 84.88	\$ 87.43	\$ 89.69
Week	\$ 1,668.60	\$ 1,730.00	\$ 1,798.00	\$ 1,863.60
Month	\$ 7,234.83	\$ 7,486.67	\$ 7,781.33	\$ 8,075.80
Year	\$ 86,819.20	\$89,860.00	\$93,488.00	\$96,907.20

Effective Date: 1-Jan-23

BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 42.58	\$ 44.12	\$ 45.85	\$ 47.52
48 Hour	\$ 35.46	\$ 36.77	\$ 38.22	\$ 39.81
Overtime Rate	\$ 83.87	\$ 86.16	\$ 88.78	\$ 91.28
Week	\$ 1,703.20	\$ 1,784.80	\$ 1,834.00	\$ 1,900.80
Month	\$ 7,380.63	\$ 7,647.47	\$ 7,847.33	\$ 8,236.80
Year	\$ 88,566.40	\$91,769.60	\$95,368.00	\$98,841.60

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

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 Months	6 Months	6 Months	6 Months

This pay schedule shall result in full pay for the Fire Captain in eighteen (18) months.

Addendum #10

Fire Captain Wage Addendum

FIRE CAPTAIN with Paramedic Certification (GRADE 304P)

Effective Date:	1-Jan-21	(11/4/21)		
BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 44.18	\$ 45.79	\$ 47.81	\$ 49.32
48 Hour	\$ 38.81	\$ 38.18	\$ 39.88	\$ 41.10
Overtime Rate	\$ 88.27	\$ 88.69	\$ 71.42	\$ 73.88
Week	\$ 1,787.20	\$ 1,831.80	\$ 1,904.40	\$ 1,972.80
Month	\$ 7,657.87	\$ 7,838.83	\$ 8,262.40	\$ 8,648.80
Year	\$ 91,894.40	\$95,243.20	\$ 99,028.80	\$102,685.60

Effective Date:	1-Jan-22			
BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 45.08	\$ 46.71	\$ 48.56	\$ 50.31
48 Hour	\$ 37.65	\$ 38.92	\$ 40.47	\$ 41.92
Overtime Rate	\$ 87.59	\$ 70.07	\$ 72.84	\$ 75.47
Week	\$ 1,802.40	\$ 1,868.40	\$ 1,942.40	\$ 2,012.40
Month	\$ 7,810.40	\$ 8,088.40	\$ 8,417.07	\$ 8,720.40
Year	\$ 93,724.80	\$97,166.80	\$ 101,004.80	\$104,844.80

Effective Date:	1-Jan-23			
BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 45.88	\$ 47.84	\$ 49.53	\$ 51.32
48 Hour	\$ 38.30	\$ 39.70	\$ 41.28	\$ 42.78
Overtime Rate	\$ 88.94	\$ 71.46	\$ 74.30	\$ 76.98
Week	\$ 1,838.40	\$ 1,905.80	\$ 1,981.20	\$ 2,052.80
Month	\$ 7,868.40	\$ 8,257.60	\$ 8,685.20	\$ 8,895.47
Year	\$ 95,688.80	\$99,091.20	\$ 103,022.40	\$108,745.60

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

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 Months	6 Months	6 Months	*****

This pay schedule shall result in full pay for the Fire Captain with Paramedic certification in eighteen (18) months.

Addendum #11

Fire District Chief Wage Addendum

FIRE DISTRICT CHIEF (GRADE 305)

Effective Date:	1-Jan-21	(11/4/21)		
BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 47.63	\$ 49.20	\$ 50.81	\$ 52.98
48 Hour	\$ 39.61	\$ 40.89	\$ 42.42	\$ 44.16
Overtime Rate	\$ 71.30	\$ 73.80	\$ 76.37	\$ 79.47
Week	\$ 1,901.20	\$ 1,968.00	\$ 2,036.40	\$ 2,119.20
Month	\$ 8,238.63	\$ 8,528.00	\$ 8,824.40	\$ 9,183.20
Year	\$ 98,862.40	\$ 102,336.00	\$105,892.80	\$110,188.40

Effective Date:	1-Jan-22			
BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 48.48	\$ 50.18	\$ 51.93	\$ 54.04
48 Hour	\$ 40.40	\$ 41.81	\$ 43.27	\$ 45.03
Overtime Rate	\$ 72.72	\$ 76.27	\$ 77.80	\$ 81.06
Week	\$ 1,939.20	\$ 2,007.20	\$ 2,077.20	\$ 2,181.60
Month	\$ 8,403.20	\$ 8,697.87	\$ 9,001.20	\$ 9,366.83
Year	\$100,838.40	\$ 104,374.40	\$108,014.40	\$112,403.20

Effective Date:	1-Jan-23			
BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 49.45	\$ 51.18	\$ 52.97	\$ 55.12
48 Hour	\$ 41.21	\$ 42.85	\$ 44.14	\$ 45.93
Overtime Rate	\$ 74.18	\$ 76.77	\$ 78.48	\$ 82.68
Week	\$ 1,978.00	\$ 2,047.20	\$ 2,118.80	\$ 2,204.80
Month	\$ 8,571.33	\$ 8,871.20	\$ 9,181.47	\$ 9,654.13
Year	\$102,856.00	\$ 106,464.40	\$110,177.60	\$114,648.60

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

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 Months	6 Months	6 Months	6 Months

This pay schedule shall result in full pay for the Fire District Chief in eighteen (18) months.

Addendum #12

Senior Paramedic Wage Addendum

SENIOR PARAMEDIC (GRADE 306)

Effective Date: 1-Jan-21 (11/4/21)

BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 30.76	\$ 31.82	\$ 33.11	\$ 40.67
Overtime Rate	\$ 46.14	\$ 47.73	\$ 49.67	\$ 61.01
Week	\$ 1,230.40	\$ 1,272.80	\$ 1,324.40	\$ 1,828.80
Month	\$ 5,331.73	\$ 5,515.47	\$ 5,739.07	\$ 7,049.47
Year	\$ 63,980.80	\$ 66,185.80	\$ 68,888.80	\$ 84,593.80

Effective Date: 1-Jan-22

BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 31.38	\$ 32.46	\$ 33.77	\$ 41.48
Overtime Rate	\$ 47.07	\$ 48.69	\$ 50.66	\$ 62.22
Week	\$ 1,265.20	\$ 1,298.40	\$ 1,350.80	\$ 1,659.20
Month	\$ 5,439.20	\$ 5,826.40	\$ 5,853.47	\$ 7,189.87
Year	\$ 65,270.40	\$ 67,516.80	\$ 70,241.80	\$ 86,278.40

Effective Date: 1-Jan-23

BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 32.01	\$ 33.11	\$ 34.45	\$ 42.31
Overtime Rate	\$ 48.02	\$ 49.67	\$ 51.68	\$ 63.47
Week	\$ 1,280.40	\$ 1,324.40	\$ 1,378.00	\$ 1,692.40
Month	\$ 5,548.40	\$ 5,739.07	\$ 5,871.33	\$ 7,333.73
Year	\$ 66,580.80	\$ 68,868.80	\$ 71,656.00	\$ 88,004.80

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

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 Months	6 Months	6 Months	*****

The pay schedule shall result in full pay for the Senior Paramedic eighteen (18) months

Addendum #13

Fire Prevention Specialist I Wage Addendum

(Employees Hire before November 1, 1995)

FIRE PREVENTION SPECIALIST 1 (GRADE 307)

Effective Date:	1-Jan-21		(11/4/21)		
BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40 Hour	\$ 31.18	\$ 33.08	\$ 35.08	\$ 37.18	\$ 38.66
Overtime Rate	\$ 48.74	\$ 49.68	\$ 52.82	\$ 55.77	\$ 59.33
Week	\$ 1,246.40	\$ 1,322.40	\$ 1,403.20	\$ 1,487.20	\$ 1,582.00
Month	\$ 5,401.07	\$ 5,730.40	\$ 6,080.53	\$ 6,444.53	\$ 6,855.33
Year	\$ 64,812.80	\$ 68,764.80	\$ 72,968.40	\$ 77,334.40	\$ 82,284.00

Effective Date:	1-Jan-22				
BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40 Hour	\$ 31.78	\$ 33.72	\$ 35.78	\$ 37.92	\$ 40.34
Overtime Rate	\$ 47.87	\$ 50.58	\$ 53.87	\$ 58.88	\$ 60.51
Week	\$ 1,271.20	\$ 1,348.80	\$ 1,431.20	\$ 1,516.80	\$ 1,613.60
Month	\$ 5,508.53	\$ 5,844.80	\$ 6,201.87	\$ 6,672.80	\$ 6,982.27
Year	\$ 66,102.40	\$ 70,137.60	\$ 74,422.40	\$ 78,873.60	\$ 83,907.20

Effective Date:	1-Jan-23				
BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40 Hour	\$ 32.42	\$ 34.38	\$ 38.50	\$ 38.68	\$ 41.15
Overtime Rate	\$ 48.83	\$ 51.59	\$ 54.75	\$ 58.02	\$ 61.73
Week	\$ 1,298.80	\$ 1,375.80	\$ 1,480.00	\$ 1,547.20	\$ 1,848.00
Month	\$ 5,819.47	\$ 6,880.83	\$ 6,328.87	\$ 6,704.53	\$ 7,132.87
Year	\$ 67,433.60	\$ 71,531.20	\$ 75,920.00	\$ 80,454.40	\$ 85,592.00

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

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
6 Months	12 Months	12 Months	12 Months	*****

This pay schedule shall result in full pay for the Fire Prevention Specialist I, hired before November 1, 1995, in forty-two (42) months.

Addendum #14

Fire Prevention Specialist I Wage Addendum

FIRE PREVENTION SPECIALIST 1 (GRADE 307A)

Effective Date: 1-Jan-21 (11/4/21)

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
40 Hour	\$ 31.18	\$ 32.27	\$ 33.41	\$ 34.54	\$ 35.76	\$ 37.02	\$ 38.32	\$ 39.65
Overtime Rate	\$ 48.74	\$ 48.41	\$ 60.12	\$ 61.81	\$ 63.63	\$ 65.63	\$ 67.48	\$ 68.33
Week	\$ 1,246.40	\$ 1,280.80	\$ 1,338.40	\$ 1,381.60	\$ 1,430.00	\$ 1,480.80	\$ 1,532.80	\$ 1,582.00
Month	\$ 5,401.07	\$ 5,583.47	\$ 5,781.07	\$ 5,988.83	\$ 6,188.67	\$ 6,416.80	\$ 6,642.13	\$ 6,855.33
Year	\$ 64,812.80	\$67,121.60	\$69,482.80	\$71,843.20	\$74,360.00	\$77,001.60	\$79,706.60	\$82,284.00

Effective Date: 1-Jan-22

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
40 Hour	\$ 31.78	\$ 32.82	\$ 34.08	\$ 35.23	\$ 36.47	\$ 37.76	\$ 39.08	\$ 40.34
Overtime Rate	\$ 47.67	\$ 48.38	\$ 61.12	\$ 62.85	\$ 64.71	\$ 66.84	\$ 68.64	\$ 69.51
Week	\$ 1,271.20	\$ 1,318.80	\$ 1,383.20	\$ 1,408.20	\$ 1,468.80	\$ 1,510.40	\$ 1,583.80	\$ 1,613.60
Month	\$ 5,508.63	\$ 5,708.13	\$ 5,807.20	\$ 6,108.63	\$ 6,321.47	\$ 6,646.07	\$ 6,775.80	\$ 6,992.27
Year	\$ 66,102.40	\$68,473.60	\$70,886.40	\$73,278.40	\$75,857.60	\$78,540.80	\$81,307.20	\$83,907.20

Effective Date: 1-Jan-23

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
40 Hour	\$ 32.42	\$ 33.58	\$ 34.78	\$ 35.84	\$ 37.20	\$ 38.52	\$ 39.87	\$ 41.15
Overtime Rate	\$ 48.83	\$ 50.37	\$ 52.14	\$ 53.81	\$ 55.80	\$ 57.78	\$ 59.81	\$ 61.73
Week	\$ 1,286.80	\$ 1,343.20	\$ 1,380.40	\$ 1,437.60	\$ 1,488.00	\$ 1,540.80	\$ 1,594.80	\$ 1,646.00
Month	\$ 5,819.47	\$ 5,820.53	\$ 6,026.07	\$ 6,228.60	\$ 6,448.00	\$ 6,676.80	\$ 6,910.80	\$ 7,132.67
Year	\$ 67,433.60	\$68,846.40	\$72,300.80	\$74,765.20	\$77,378.00	\$80,121.80	\$82,928.60	\$85,592.00

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

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
6 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	-----

This pay schedule shall result in full pay for the Fire Prevention Specialist I in seventy-eight (78) months.

Addendum #15

Fire Prevention Specialist II Wage Addendum

FIRE PREVENTION SPECIALIST II (GRADE 308)

Effective Date:	1-Jan-21	(11/4/21)
BASIS	STEP 1	STEP 2
40 Hour	\$ 41.08	\$ 43.60
Overtime Rate	\$ 81.64	\$ 85.40
Week	\$ 1,643.60	\$ 1,744.00
Month	\$ 7,122.27	\$ 7,557.33
Year	\$ 85,467.20	\$ 90,688.00

Effective Date:	1-Jan-22	
BASIS	STEP 1	STEP 2
40 Hour	\$ 41.91	\$ 44.47
Overtime Rate	\$ 82.87	\$ 86.71
Week	\$ 1,676.40	\$ 1,778.80
Month	\$ 7,264.40	\$ 7,708.13
Year	\$ 87,172.80	\$ 92,497.60

Effective Date:	1-Jan-23	
BASIS	STEP 1	STEP 2
40 Hour	\$ 42.75	\$ 45.38
Overtime Rate	\$ 84.13	\$ 88.04
Week	\$ 1,710.00	\$ 1,814.40
Month	\$ 7,410.00	\$ 7,882.40
Year	\$ 88,920.00	\$ 94,348.80

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

<u>Step 1</u>	<u>Step 2</u>
6 Months	6 Months

This pay schedule shall result in full pay for the Fire Prevention Specialist II in six (6) months.

Addendum #16

Fire Protection Marshall Wage Addendum

FIRE MARSHALL (GRADE 309)

Effective Date: 1-Jan-21 (11/4/21)

BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 45.18	\$ 46.72	\$ 48.37	\$ 50.33
Overtime Rate	\$ 67.74	\$ 70.08	\$ 72.58	\$ 75.60
Week	\$ 1,808.40	\$ 1,888.80	\$ 1,934.80	\$ 2,013.20
Month	\$ 7,827.73	\$ 8,088.13	\$ 8,384.13	\$ 8,723.87
Year	\$ 93,832.80	\$ 97,177.60	\$100,609.80	\$ 104,686.40

Effective Date: 1-Jan-22

BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 46.06	\$ 47.65	\$ 48.34	\$ 51.34
Overtime Rate	\$ 69.09	\$ 71.48	\$ 74.01	\$ 77.01
Week	\$ 1,842.40	\$ 1,908.00	\$ 1,973.60	\$ 2,053.60
Month	\$ 7,983.73	\$ 8,259.33	\$ 8,662.27	\$ 8,898.93
Year	\$ 95,804.80	\$ 99,112.00	\$102,827.20	\$ 106,787.20

Effective Date: 1-Jan-23

BASIS	STEP 1	STEP 2	STEP 3	STEP 4
40 Hour	\$ 48.88	\$ 48.60	\$ 50.33	\$ 52.37
Overtime Rate	\$ 70.47	\$ 72.90	\$ 76.50	\$ 78.56
Week	\$ 1,878.20	\$ 1,944.00	\$ 2,013.20	\$ 2,094.80
Month	\$ 8,143.20	\$ 8,424.00	\$ 8,723.87	\$ 9,077.47
Year	\$ 97,718.40	\$ 101,088.00	\$104,686.40	\$ 108,828.60

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

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 Months	6 Months	6 Months	*****

This pay schedule shall result in full pay for the Fire Marshall in eighteen (18) months.

Addendum #17

EMT Wage Addendum

EMT- B (317)

Effective Date: January 1, 2021

(11/4/21)

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40 Hour	\$ 15.84	\$ 16.44	\$ 16.84	\$ 17.44	\$ 18.02
Overtime Rate	\$ 23.81	\$ 24.68	\$ 25.41	\$ 26.16	\$ 27.03
Week	\$ 637.60	\$ 657.60	\$ 677.60	\$ 697.60	\$ 720.80
Month	\$ 2,762.93	\$ 2,849.60	\$ 2,938.27	\$ 3,022.93	\$ 3,123.47
Year	\$33,155.20	\$34,185.20	\$35,235.20	\$36,276.20	\$37,481.60

Effective Date: January 1, 2022

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40 Hour	\$ 16.28	\$ 16.77	\$ 17.28	\$ 17.79	\$ 18.38
Overtime Rate	\$ 24.39	\$ 25.18	\$ 25.92	\$ 26.89	\$ 27.57
Week	\$ 650.40	\$ 670.80	\$ 691.20	\$ 711.60	\$ 735.20
Month	\$ 2,818.40	\$ 2,908.80	\$ 2,986.20	\$ 3,083.60	\$ 3,185.87
Year	\$33,820.80	\$34,861.60	\$35,842.40	\$37,003.20	\$38,230.40

Effective Date: January 1, 2023

BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40 Hour	\$ 18.59	\$ 17.11	\$ 17.83	\$ 18.16	\$ 18.76
Overtime Rate	\$ 24.89	\$ 25.67	\$ 26.45	\$ 27.23	\$ 28.13
Week	\$ 683.80	\$ 684.40	\$ 705.20	\$ 726.00	\$ 760.00
Month	\$ 2,876.60	\$ 2,865.73	\$ 3,055.87	\$ 3,146.00	\$ 3,260.00
Year	\$34,607.20	\$36,688.80	\$36,670.40	\$37,762.00	\$39,000.00

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

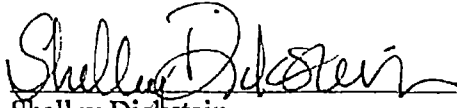
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6 Months	12 Months	12 Months	12 Months	*****

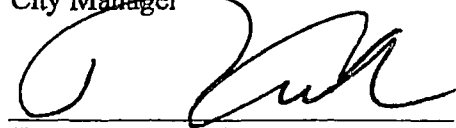
The pay schedule shall result in full pay for the EMT-B in forty-two (42) months.


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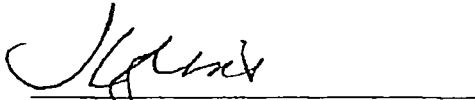
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For the City of Dayton

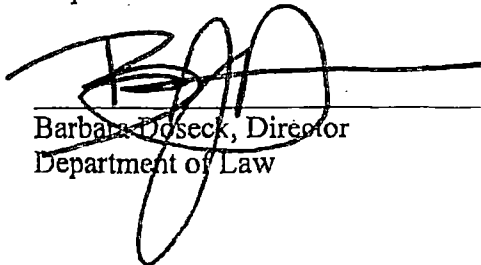

Shelley Dickstein
City Manager


Kenneth R. Couch, Director
Department of Human Resources



Brent L. McKenzie, Deputy Director
Department of Human Resources

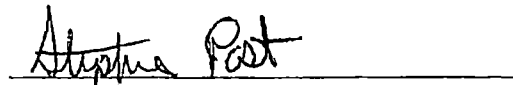

Jeff Lykins, Director & Chief
Dayton Fire Department

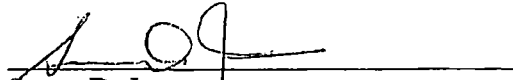

Dawn Manuel
Supervising Human Resources Analyst
Department of Human Resources

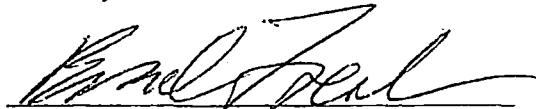

Barbara Doseck, Director
Department of Law


International Association of
Firefighters, Local 136 A.F.L.-C.I.O., C.L.C.



Craig W. Robinson
President


Stephen B. Post
Vice President


Susan D. Jansen
Attorney at Law


Brad A. French
Recording Secretary


Dennis J. Bristow, Jr.
Member Services Representative


Nicholas W. Judge
Negotiation Team Member

Article 36

Duration and Modification of Agreement

Section 1. Duration

This agreement shall be effective as of January 1, 2021, and shall remain in effect through December 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.

Section 2. Modification of Agreement

Management and the Union hereby agree that circumstances may arise requiring a modification and/or amendment of the terms of this agreement. Amendments and/or modifications of this agreement shall be captioned as a "Memorandum of Understanding," be in writing, and signed by the authorized Management designee and the Union.

When such agreements are reached in writing between Management and the Union, then these agreements shall become a part of this agreement and subject to the provisions of this agreement.