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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BETWEEN

THE CITY OF OAKWOOD, OHIO

and

**CITY OF OAKWOOD CHAPTER OF THE OHIO COUNCIL 8,
DAYTON PUBLIC SERVICE UNION, LOCAL 101,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES (AFL-CIO)**

**EFFECTIVE FROM
NOVEMBER 2, 2011 THROUGH DECEMBER 31, 2013**

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ARTICLE 1 - PURPOSE

This Agreement is made by and between the City of Oakwood, Ohio (hereinafter referred to as the City), and the City of Oakwood Chapter of the Ohio Council 8, Dayton Public Service Union, Local 101, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union), for the purpose of achieving a better understanding between both parties and to provide for the peaceful adjustment of differences which may arise.

ARTICLE 2 - COOPERATION

The City and the Union each agree to use its best efforts to serve the citizens of the City and the public in general by delivering service, to achieve better understanding between the City, the Union, and the employees represented by the Union; to assure the proper and uninterrupted functions of the services of the City; and to promote mutual respect and fair dealing among the City, the Union, and the employees represented by the Union.

ARTICLE 3 - RECOGNITION

Section 1. (a) The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, fringe benefits and working conditions for all full-time hourly rated employees assigned to classifications in the service department, excluding all police, fire, office, clerical and supervisory employees. Also excluded shall be probationary, temporary, seasonal and provisional employees. The coverage of this contract shall be limited to the employees included within the bargaining unit described above.

(b) No bargaining unit employee shall be required to perform any janitorial service within the municipal building or Public Works Center.

Section 2. The term "full-time employee" as used in this Agreement shall refer to an employee regularly scheduled to work forty (40) hours per week.

Section 3. The term "employee" or "employees" as used in this Agreement shall refer to those persons in the bargaining unit.

Section 4. The term "part-time" employee is defined as an employee regularly scheduled to work thirty-five (35) hours per week or less.

Section 5. The term "seasonal employee" is defined as an employee hired to work four (4) months or less per year.

Section 6. The term "probationary employee" is defined as a new employee during his probationary period as set forth in Article 14, Section 2, of this Agreement.

Section 7. The term "provisional employee" is defined as an employee appointed in the absence of an eligible list for a period of three (3) months or less, during which time an examination shall be given and an eligible list established.

ARTICLE 4 - DUES DEDUCTION

All employees in the bargaining unit defined herein who, one year from their date of hire are not members in good standing of the union, 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 by a representative 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 receiving or retaining employment or any other benefits under this Agreement.

During the period of this Agreement is in effect, the City will deduct each week the regular monthly dues of Union members and the fair share fee for non-members. The Union shall hold the City harmless from any liability arising out of any action taken by it or omitted by it on compliance with or in an attempt to comply with the provisions of this section.

The city will provide the Union the names and home addresses of all bargaining unit members to make it possible for the Union to comply with ORC requirements for the Fair Share Fee Rebate Procedure.

ARTICLE 5 - PENSION PICK-UP

The City will, on behalf of the employees covered under this agreement, enter into a salary reduction "pick-up" plan whereby the City "picks-up" the employee's contribution to the Public Employees Retirement System of Ohio, treating it as an additional employer contribution for federal tax purposes. At the same time, the City will reduce the employees cash compensation by an equivalent amount. If changes in Federal or State income tax laws or regulations cause the City to incur additional costs as a result of this provision, this section of the contract shall be immediately negotiated.

ARTICLE 6 - NON-DISCRIMINATION

Section 1: The parties to this agreement agree that neither shall discriminate against any employee because of their membership or non-membership in the Union or their participation in activities prescribed in this Agreement.

Section 2: There shall be no unlawful discrimination against or by any employee because of race, creed, color, religion, natural origins, sex, or handicap.

ARTICLE 7 - CITY MANAGEMENT'S RIGHTS

The management and direction of the affairs of the City are retained by the City. This includes, but is by no means limited to the selection, transfer, assignment, and lay-off of employees, the termination of probationary employees, the discipline for just cause and the termination for just cause of other employees; the securing of the revenues of the City; the exercise of all functions of government granted to the City by the Constitution and statutes of the State of Ohio and the City Charter; the determination from time to time as to what services the City shall perform; and the size and composition of the work force.

The City shall have the exclusive right to establish, maintain and enforce work rules for the purpose of efficiency, safe practices and discipline. Such work rules may include, but are not limited to rules regarding employee attendance, conduct, reporting, workload and work scheduling requirements, and disciplinary procedures for violation of such work rules.

The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary.

ARTICLE 8 - NO STRIKE/NO LOCKOUT

Section 1. Neither the Union nor any employee shall take part in, cause, or aid any strike, slowdown, picketing, or any other interference with the operations of the City during the term of this Agreement. In addition to other rights and remedies prescribed by law, the City shall have the right to discharge or otherwise discipline any employee violating this Section, and no discharge or discipline may be set aside unless the employee is found innocent of any violation of this Section; provided, however, that nothing herein shall require the City to discharge or discipline any employee.

If there is any unauthorized strike, work stoppage, interruption or impeding of work, the Union, together with its officers and agents shall publicly denounce said strike, work stoppage, interruption or impeding of work; disclaim approval; order those taking part in such strike, work stoppage, interruption or impeding of work to return to work immediately and instruct all interested employees of the City if other employers that said strike is not authorized and that work shall be continued. If these steps are followed, there shall be no liability on the part of the Local Union or any of its officers or agents for such strike, work stoppage, interruption or impeding of work.

Upon the occurrence of a violation of this Section, the City may at its option terminate this Agreement by a written notice to the Union.

Section 2. During the term of this Agreement, the City will engage in no lockout of the employees covered by this Agreement.

Upon the occurrence of a violation of this Section, the Union may at its option terminate this Agreement by a written notice to the City.

ARTICLE 9 - UNION BUSINESS

Section 1. The Union may select one chief steward and two other stewards to represent the employees in the bargaining unit.

Section 2. The Chairman and Vice-Chairman of the Union shall have the privileges accorded to a steward in the regular steward's absence, but only one steward is entitled to attend where a steward is to be present.

Section 3. The Union agrees to supply the City with a current list in writing designating the names of the chief steward, the other two stewards, the Chairman and Vice-Chairman. Such list shall be kept current by the Union. Only stewards and officers whose names appear on such list shall be recognized by the City.

Section 4. In cases of emergency, the steward shall be allowed reasonable time without loss of pay to investigate a grievance, or consult with the City in processing a grievance, if he first receives permission from his supervisor. Such permission will not be unreasonably denied. When an employee is to be discharged, given disciplinary layoff, given a written reprimand or a verbal reprimand, a steward shall be present upon the request of the employee or the supervisor.

Section 5. With the consent of the supervisor, the Union Staff Representative may consult with employees in the assembly area before the start of or at the completion of the day's work, and at all reasonable times, only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. Such consent of the supervisor shall not be unreasonably denied.

Section 6. The City agrees to make available to the chief steward, a list in writing of the names of all new appointments of employees eligible for the bargaining unit along with the employee's classification title.

Section 7. Subject to approval by the city based upon operational needs, the Union may have a maximum of twenty-four (24) hours of paid leave per calendar year for the purpose of attending conferences, conventions, and educational meetings. These days may be used by the President or his designate upon seven (7) days notice.

ARTICLE 10 - LABOR-MANAGEMENT & SAFETY COMMITTEES

The City and the Union shall jointly assist in establishing a Labor-Management Committee, which shall consist of from 4 to 6 members, half of whom shall be appointed by the City and half of whom shall be appointed by the Union. Each member shall serve at the pleasure of the party appointing him, and may be replaced from time to time. The Committee shall establish its own rules of procedure and shall meet from time to time to discuss and to investigate problems of mutual concern.

Labor Management meetings will normally be scheduled quarterly and will begin at 3:00 p.m. unless otherwise agreed by the parties. The city shall not be required to pay overtime if the meeting extends beyond the end of the normal work day. Additional meetings may be scheduled upon the agreement of the parties.

Decisions reached between the parties shall be reduced to writing and mutually agreed upon prior to being posted on the bulletin board.

Section 2. Safety Committee. The parties hereby recognize the need for employees to have a safe working environment. The City is responsible for providing safe working conditions, tools, equipment, vehicles and working methods. Employees are responsible for following established safety rules and procedures and for properly using assigned safety equipment.

The City and the Union agree to jointly establish a safety committee which shall consist of 4 to 6 members, half of whom shall be appointed by the City and half of whom shall be appointed by the Union. The committee shall establish written guidelines under which the committee will operate, and shall meet from time to time upon the request of either party to discuss safety related matters. If a serious safety problem arises, either party may request a safety committee meeting with a minimum of 24 hours notice.

The City, upon consultation with the union, will develop a specific procedure and form for reporting safety concerns and will forward copies of all reports or safety complaints to the committee.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is a complaint that the City has violated this Agreement. All grievances shall be handled exclusively as set forth in this procedure.

Section 2. Step 1 - An employee who believes he has a grievance shall first notify his immediate supervisor not in the bargaining unit of his complaint and discuss the matter with him. Such discussion shall take place as soon as possible after the occurrence of the incident upon which the grievance is based. Upon the request of either of them, a steward shall be present during the discussion.

Step 2 - If the complaint is not resolved in Step 1, the employee may appeal by filing his grievance in writing, on the form acceptable to the City and the Union, signed by the employee and a steward, with the Public Works Director within seven (7) work days from the date the employee has knowledge of the incident upon which the grievance is based. Two (2) additional copies of the grievance form shall be prepared, dated and signed by the grieving employee. The supervisor shall make distribution of said copies as follows: one (1) copy to the Personnel Director, and one (1) copy to the City Manager. The Public Works Director shall schedule a meeting with the employee and a steward within five (5) work days after receipt, and shall answer the grievance in writing within five (5) work days after such meeting.

Step 3 - If the grievance is not resolved in Step 2, the Union may appeal further by requesting in writing, signed by the Chapter Chairperson, a meeting between the employee, the Chief Steward, the Union Staff Representative, the Personnel Officer and such other representatives of the City as are designated by the Personnel Officer. Such request must be delivered to the Personnel Officer within five (5) work days after receipt of the Public Works Director's answer in Step 2. The Personnel Officer shall schedule the requested meeting within five (5) work days after receipt of such written request, shall answer the grievance in writing within five (5) work days after the meeting, and deliver copies of his answer to the employee, the Union Staff Representative and the Chief Steward. Both the Union and the City shall have the right to have witnesses necessary to the grievance appear at the meeting and the Union will have the opportunity to fully present the facts surrounding the reasons for filing the grievance.

Step 4 - Arbitration. If the grievance is not resolved in Step 3, the Union may appeal further by requesting arbitration in writing signed by the Union Staff Representative. Said written request, must be delivered to the City Manager within five (5) work days after receipt of the Personnel Officer's answer in Step 3. Within five (5) work days after receipt of such written request, the Union and the City shall jointly:

Notify the American Arbitration Association in writing by requesting a panel of five (5) arbitrators from which the City and the Union shall alternatively strike names until one remains, who shall be the arbitrator. A copy of such notification and request shall be delivered to the employee and the Union Staff Representative.

The arbitrator may interpret the provisions of this Agreement, but shall have no power to add to, amend, change, alter or modify this Agreement.

The decision and award of the arbitrator shall be final and binding upon all interested parties, and the parties hereto shall equally share the expenses and fees of the arbitration.

Section 3. In the event that the City fails to answer within the time limits provided in this Article, the grievance shall automatically be considered at the next step. In the event that a grievance is not filed or appealed within the time limits provided in this Article, it shall be considered withdrawn; however, in any case where a decision of the appropriate City representative is not given at Step 3 within the specified time limits or within the period that may have been extended by mutual agreement, the grievance, without setting a precedent for future grievances, shall be considered satisfactorily resolved in favor of the grievant.

Section 4. The time limits imposed under this article may be extended by mutual written consent, and any step of the grievance procedure may be waived by mutual written consent.

Section 5. In the event there is no current acting "Public Works Director" under Step 2, the employee may appeal his grievance directly from Step 2 to Step 3. In the event there is no acting "Personnel Officer" under Step 3, the City Manager shall act in his place. Where "delivery" is required of the City under this Article, mailing to the last known

address of the person to whom delivery is to be made shall be satisfactory, so long as such mailing is postmarked within the time limits set forth in this Article.

Section 6. Job classifications and wage rate structure negotiated by the parties and included in the terms of this Agreement shall not be subject to adjustment by resorting to the grievance procedure. All claims for back pay shall be limited to the amount of pay or the difference thereof, that an employee would otherwise have earned.

ARTICLE 12 - DISCIPLINARY PROCEDURE

Section 1. Disciplinary action of record shall be for just cause and subject to the grievance procedure. The City shall have thirty (30) calendar days from the time a supervisor became knowledgeable of the events upon which the disciplinary action is based to initiate discipline. This time limit may be waived by mutual consent of the Union and the city.

Section 2. At any time an individual with supervisory authority conducts a meeting (including investigatory meetings) with an employee when disciplinary action, other than verbal counseling, could possibly result or is to result, the employee who is the potential recipient of such discipline shall have the right to have a steward present, provided the steward shall not inhibit fact finding. Further, at the time of such investigatory meeting, the employee shall be entitled to receive a written statement specifying allegations of departmental policy.

Section 3. If the employee has elected to have union representation, a written statement of the charges leading to a suspension, demotion or discharge shall be furnished to the employee, the Chapter Chairperson and the Staff Representative prior to any meeting regarding such suspension, demotion or discharge. If the employee has elected not to be represented by the Union, the charges will only be given to the employee. The Union representative shall have a reasonable opportunity to meet with the employee prior to the meeting. The written statement shall include the time, date and location in which the meeting will be held. The city shall provide a decision to the employee and the union within five (5) working days from the date of the pre-disciplinary meeting, unless the parties mutually agree otherwise.

Section 4. Disciplinary action involving a suspension, demotion or discharge, may be appealed by the employee through the Union, and shall be introduced at Step 3 of the grievance procedure.

Section 5. In the event discipline is imposed which appears in an employee's personnel file, the following procedures shall be followed:

a) If an employee who works six (6) consecutive months after receiving a verbal reprimand without like or related discipline being noted in his personnel file, such verbal reprimand will be removed.

b) If an employee works twelve consecutive months after receiving a written reprimand without like or related discipline being noted in his personnel file, such written reprimand will be removed.

c) If an employee works eighteen months after receiving a suspension of three days or less without like or related discipline being noted in his personnel file, such suspension shall not be used as a factor in any subsequent disciplinary matter.

d) If any employee works thirty months after receiving a suspension of more than three days without like or related discipline being noted in his personnel file, such suspension shall not be used as a factor in any subsequent disciplinary matter.

Section 6. The City will make every effort to handle all disciplinary matters in such a manner so as not to embarrass the employee in front of his peers or the general public. All notices of discipline and disciplinary actions, including the charges, will be forwarded to the employee in a sealed envelope, and will be handled in a manner so as to protect the employee's right of privacy.

ARTICLE 13 - WORK RULES

To the extent practicable and possible, work rules shall be in writing and communicated to the employees and the Union. Before effectuating new written work rules (except where the health and safety of the public and/or the employees is involved, where legally mandated, or in emergency situations) the City will review and discuss their purpose and necessity at a meeting of the Labor-Management Committee. The City shall have the right, however, to issue verbal directives as conditions and situations dictate.

ARTICLE 14 - SENIORITY

Section 1. Seniority is defined as the length of continuous permanent employment with the City from the employee's last starting date of employment in the Public Works Department.

Section 2. New employees shall be on probation during the first year of their employment, and during that time shall have no seniority rights provided under terms of this Agreement. Upon completion of the probationary period, employees shall be placed on a seniority list with seniority dated from the employees most recent date of hire.

ARTICLE 15 - PROMOTIONS

Section 1. In the event of vacancies within the bargaining unit, a notice shall be posted at employee reporting work sites advising employees of the vacancy. Such posting shall be for a 10-day period. During the posting period, employees desiring to be promoted to such a vacancy may make application in the manner and on the forms provided by the

City. In the filling of such vacancies, the City shall give consideration to the employee's physical qualifications, his ability to do the work required, the quality of his prior service, the length of his service, and other factors affecting merit. Before filling the vacancy from applicants outside the bargaining unit, the City will first consider employees within the bargaining unit with the present skill, ability and physical fitness to perform the job.

An employee permanently promoted to a job classification shall have a probationary period of two (2) months and may be removed and returned to his former job classification at any time during the probationary period if he fails to make satisfactory progress; and will be removed and returned to his former job classification if the reason he is not making satisfactory progress is his inability to perform the job requirements. However, if the employee has already worked in the same job classification for a period of at least thirty (30) working days within the past twelve months, the probationary period, upon being permanently promoted to such job classification, shall be one (1) month rather than two (2) months.

Section 2. Merit. Pursuant to Article XV, Section 10 of the Constitution of the State of Ohio and the Charter of the City, merit employment shall prevail in all cases. Seniority is one factor in the determination of merit, but in no case shall any provision of this Article or of any other Article of this Contract be deemed to supersede the application of merit employment. Any abuse of discretion in the application of merit in promotions or layoffs and callbacks shall be subject to the grievance procedure.

Section 3. If an applicant is not selected, the employee shall receive, upon request, a written statement as to the reason(s) for rejection. Such statement shall be provided to the employee within five (5) work days from the date of request.

Section 4. When promoted, an employee will receive the rate of pay in his new job classification in the same step in which he was classified before his promotion.

ARTICLE 16 - LAYOFFS AND CALLBACKS

Section 1. Layoff. Whenever there is lack of work or lack of funds requiring a reduction in the number of employees of the City, the City Manager shall determine the classifications of employment in which such reduction shall be made and the number to be laid off. Employees shall be laid off at the time and in the number specified by the City Manager in inverse order of their relative length of service. Within each affected class, all temporary employees shall be laid off before provisional employees, and all probationary employees before regular permanent employees.

A list shall be prepared identifying the classification(s) affected by the layoff with the name(s) of the affected employees and their date of hire. A copy of this layoff/recall list shall be provided to the Union Chairman.

When an employee is removed from his classification due to a reduction in the work force, he shall be permitted to displace an employee in an equal or lower paying job classification if he has greater seniority and ability to do the job required than the employee whom he displaces.

Section 2. Callback. When the work or financial situation permits, those employees laid off shall be recalled in the reverse order of layoff, also based upon their relative length of service, if they are still available.

An employee laid off shall be retained on the layoff/recall list for a period of time not to exceed eighteen months from the effective date of the layoff. Employees on the list shall be recalled to jobs in the bargaining unit for which they are qualified prior to the hiring of new employees for such jobs, provided:

(a) The employee has kept the City advised of his current address and telephone number;

(b) The employee returns to work within ten (10) work days after notification at his last known address. U.S. mail with certificate of mailing receipt shall be satisfactory means of notification, and the City shall not assume any responsibility in the event notice is not received because the last current address furnished by the employee is not correct;

(c) The employee undergoes a physical examination by the City physician, at no cost to the employee, upon the request of the City, to ascertain his ability to perform safely and efficiently the duties of the job to which he is being recalled, and the City physician advises the City that the employee is able to do so.

Section 3. Reinstatement. Any employee who resigns voluntarily may be reinstated upon application to any position in the same class and salary if there is need for his services within 2 years after the date of his resignation upon the recommendation of the Personnel Officer and at the discretion of the City Manager.

ARTICLE 17 - NEW OR CHANGED JOBS

Section 1. In the event that a new job is created or an existing job is so changed as to necessitate a change in wage rate, the City shall establish a temporary rate and shall promptly proceed to meet with the Union to negotiate a permanent rate. Whenever possible, the Union shall be given advance notification of the job. If no agreement can be reached within thirty days, the City shall place a rate in effect; provided, however, that any revision of this rate later agreed upon (including any individual rate adjustment made as a result of negotiations for the next subsequent contract) shall be fully retroactive.

Section 2. In no event shall the establishment or revision of wage rates be subject to the grievance or arbitration procedure; except that the Union may grieve and/or arbitrate the failure of the City to pay retroactively on any permanent rate negotiated by the parties under Section 1 of this Article.

ARTICLE 18 - JOB CLASSIFICATION SPECIFICATION SHEETS

The City agrees to provide the Union with a copy of job classification specifications outlining the general requirements and illustrative examples of duties for each job classification in the bargaining unit. The Union shall have reasonable opportunity to review and provide written comments on any proposed change(s) to a job description prior to the effective date of the change.

ARTICLE 19 - WAGES AND JOB CLASSIFICATIONS

Section 1. Job classifications and wages established by this Agreement are incorporated in Appendix I attached hereto and made a part of this Agreement by this reference.

Section 2. Wage rates for employees covered under this Agreement and hired prior to January 1, 2006 are shown in Appendices I, II and III. Wage rates for employees hired into the General Service Worker classification on or after January 1, 2006 are shown in Appendix IV.

Section 3. The wage scales reflected in Appendix I recognize a progressive step system of wage improvement in the various job classifications. The merit of any employee necessary to attain the next higher wage in the scale will be at the sole discretion of the City. No employee will be discriminately or unjustly denied a step increase.

ARTICLE 20 - PLUS RATING

Section 1. An employee required to work and substantially perform the job duties in a higher classification on a temporary basis will be paid at the higher rate at any time he is required to perform the job duties in a higher classification for at least a period of one (1) consecutive hour, except those duties incidental to the duties set forth in the description of duties of his regular classification. When plus rating is applicable, the employee will receive the rate of pay in the plus-rated classification corresponding to his current step within the pay range. Employees subject to plus-rated payment shall receive payment on or before the second Friday of the month following the month in which the plus-rated work was performed.

Section 2. The City reserves the right to schedule employees for plus-rating purposes which will provide for the most efficient use of personnel. To the extent practicable, the City will schedule employees into plus-rating classifications taking into account their present job classification, the availability of persons in this classification to operate equipment, experience in operating the plus-rated equipment, seniority in the classification and such other factors and scheduling considerations as the city deems appropriate.

Section 3. In order to be eligible for plus-rating, employees must be qualified to work in such higher classification as determined by eligibility lists on record in the Personnel Office, and must be specifically assigned work of a higher classification by their

supervisor. Employees may be assigned to a higher classification without plus-rating for purposes of training as part of a bona fide training program. Such training shall not be for more than forty (40) hours. Training programs in excess of forty (40) hours shall be mutually agreed upon.

Section 4. Temporary and part-time employees will not be advanced to potential plus-rating opportunities before regular bargaining unit employees, unless a transfer of a regular employee would disrupt the normal efficiency of a crew.

ARTICLE 21 - HOURS OF WORK AND OVERTIME

Section 1 - Work Week. - The normal scheduled workweek shall consist of eight (8) consecutive hours per day, exclusive of an unpaid lunch break, five (5) consecutive days (Monday through Friday) per week. Work schedules may be changed by the City for just cause and upon reasonable notice and opportunity to the Union for discussion.

Section 2 - Report In, Lunch, and Breaks. - All work crews may report not earlier than fifteen (15) minutes prior to lunch and quitting time. Such time shall be used for equipment and personal clean-up. Should an employee be required to work though his/her scheduled lunch break, the employee shall have the option of taking a lunch break at another time during the day.

Section 3 - Overtime. - Overtime shall be defined as all hours worked in excess of eight (8) hours a day or forty (40) hours a week, to be paid at the rate of time and one-half the employee's base rate of pay for all such hours worked. There will be no pyramiding of overtime. A paid unworked holiday, approved sick leave, vacation leave, or personal leave shall count as hours worked in active pay status for the purpose of computing overtime.

Section 4 - Assignment of Overtime.

A. Required Overtime

The city reserves the right to determine when employees are required for overtime. The city will make every reasonable effort(s) to give employees advance notice when a work situation will necessitate overtime. When overtime is required of a certain classification, the City will offer such overtime to employees in that classification per the following equalization procedure.

B. Pre-Scheduled Overtime

Pre-scheduled overtime opportunities (except snow removal), shall be offered on a rotating basis beginning with the employee with the most city-wide seniority in the classification in which the work is to be performed, assuming the employee possesses the necessary job skills to perform the work. If the employee with the most city-wide seniority is unavailable and is not on paid-leave at the time the overtime is available the employee will be charged the overtime opportunity as if he/she worked it. If the city is unable to contact employees within the

classification in which the work is to be performed and who are qualified to perform the work, the overtime will then be offered on a rotating basis to the employee outside of the work classification possessing the necessary job skills to perform the work, by order of city-wide seniority.

Each employee shall keep the Public Works Director advised of the current telephone number(s) where he/she can be reached for call-in purposes. When offering call-in opportunities, the city will make a good faith effort to leave a message notifying the employee that the city attempted to contact him/her.

C. Call-In Overtime

Call-in overtime opportunities (except snow removal) shall be initially offered to the employee with the most city-wide seniority in the classification in which the work is to be performed, assuming the employee possesses the necessary job skills to perform the work. If the employee with the most city-wide seniority is unavailable for any reason, and is not on paid-leave at the time the overtime is available, the overtime will be offered to the next employee with the most city-wide seniority in the classification, and so on. If the city is unable to contact employees within the classification in which the work is to be performed and who are qualified to perform the work, the overtime will then be offered to the employee outside of the work classification possessing the necessary job skills to perform the work, by order of city-wide seniority.

D. Continuing Overtime

The City reserves the right to continue to assign overtime work, provided it does not exceed four (4) hours, to the employee or employees who are performing such work during their regular work shift when such work is to be continued before or after such shift, referred to as continuing overtime. If the continuing overtime assignment exceeds four (4) hours, the city shall determine whether the employee or employees performing the continuing overtime work shall be permitted to continue until the job is completed.

E. Snow Removal Overtime

A separate call-in list shall be maintained for snow removal only. The city will use the snow call-in list to distribute overtime opportunities as equally as possible for employees performing the same duties. In the event an employee cannot be contacted or is unavailable, the employee shall be charged with the time as if they had actually worked.

An employee who develops a pattern of unavailability for snow removal overtime, shall be subject to progressive disciplinary action.

F. Special Events Overtime

In scheduling overtime opportunities for special events, the city will appoint, at its discretion, employees to work each event with the understanding that the city will

make a good faith effort to distribute overtime to other qualified employees interested in working a special event.

G. Pre-Scheduled Overtime

Any employee involved in pre-scheduled overtime on either a Saturday or Sunday shall receive a minimum of two (2) hours pay at time and one half (1 ½).

H. Consecutive Hours Worked

In the event that due to call-in overtime an employee has worked in excess of sixteen (16) consecutive hours, and due to safety reasons such previously worked hours prevent the employee from working all or a portion of his regularly scheduled work day, the employee may use personal leave or accrued vacation leave in order to receive payment for the regularly scheduled work hours.

ARTICLE 22 - CALL-IN

Section 1. Call-in. Call-in pay is payment for work performed by an employee who has been called to work outside his normal work day. In such cases, employees shall be offered a minimum of three (3) hours overtime pay at time-and-one-half rates. Employees called back to work after completing their normal shift will be paid one-half hour travel time at straight time rates in addition to the hours actually worked.

Section 2. Stand-by Pay. Employees will be paid for their continuous availability during weekends in the event they are needed for snow or ice removal.

(a) Employees on stand-by for a twenty-four (24) hour period will be paid a minimum of two (2) hours straight time pay.

(b) Employees on stand-by for a forty-eight (48) hour period will be paid a minimum of four (4) hours straight time pay.

(c) An employee who is called to work, having been on stand-by, shall be paid time and one-half for all hours worked. Such compensation will be not less than the applicable minimum as stated under (a) or (b) above. Payment made under this subsection (c) shall be in addition to payment under (a) and (b) for those hours worked.

(d) Determination of need for stand-by shall be made by the City.

(e) An employee on stand-by will not receive his stand-by pay and may be subject to progressive disciplinary action if he cannot be reached or is unavailable when called.

Section 3. Acting Stand-By Foreman. A bargaining unit member who has been formally appointed by the service director and whose appointment has been approved by the city manager or his designate as acting stand-by foreman, shall receive, in addition to the

stand-by pay indicated above, an additional 15% more than his normal time and a half rate (1 ½) for all hours worked outside of his regularly scheduled work day. The appointment of an employee as acting stand-by foreman shall be at the sole discretion of the city, and nothing herein shall discourage an employee acting as stand-by foreman to call in other employees to assist when circumstances warrant.

Section 4. Meal Allowance. If an employee is required to perform work in excess of twelve (12) consecutive hours from his regularly scheduled starting time, he shall be entitled to a $6.75 meal allowance. In addition, an employee recalled, or scheduled to work outside his normal work day shall be provided a meal allowance at five hour intervals. Meal allowances shall not be provided for an employee's meal during his normally scheduled work hours. Continuous hours of work interrupted only by normal meal break shall be considered hours of work for the purposes of this section.

ARTICLE 23 - INSURANCE

Section 1. Hospital And Medical Insurance. Each employee shall be provided with group hospital, medical care, and vision insurance during the term of this Agreement to be paid for by the City. Monthly health insurance premium contributions by employees hired prior to January 1, 2009 will be at the same level as the City's management and office personnel. Those employees hired on or after January 1, 2009 will be required to contribute 15% towards the cost of the monthly health insurance premium, or the monthly premium amount contributed by the city's management and office personnel, whichever is greater.

The parties recognize the City's right to change insurance providers during the term of this Agreement, however, the City agrees to meet and discuss with the Union any such changes prior to the intended effective date of the changes.

Employees covered under this Agreement shall be provided group hospital and medical care insurance at the benefit coverage levels equal to those provided to the City's management and office employees.

All employees covered herein shall be provided a prescription drug program.

Section 2. Dental Insurance. Employees shall have the opportunity to enroll in a dental program. Employees electing to take dental coverage shall: 1) be provided such coverage at benefit levels equal to those provided to the City's management and office employees; and, 2) pay the same percentage of the monthly premium as the City's management and office employees through payroll deduction. Said payroll deduction will be made from each paycheck to cover the monthly employee contribution.

Section 3. Life Insurance. Each regular employee shall be provided with term life insurance coverage to be paid for by the City in the face amount of $50,000, or an amount equal to the face amount provided to the office personnel, whichever is greater, to be effective when the employee completes the probationary period. Said term life insurance protection may be covered by the City under a group policy.

ARTICLE 24 - HOLIDAYS

Section 1. The following are recognized as holidays under this Agreement: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, day after Thanksgiving, ½ day before Christmas, Christmas, and ½ day before New Years.

Employees shall be entitled to three (3) personal leave days annually. Personal leave days must be used during the regular work week provided the employee gives at least a three day written notice requesting same to City. The City reserves the right to deny requested dates for the efficient operation of the department. The City agrees to consider requests made with less than three days notice, but without obligation to grant such request. Personal leave days shall be pro-rated for new employees.

Section 2. If a holiday falls on a Saturday, the preceding Friday will instead be observed as a holiday. Where a holiday would fall on a Sunday, the following Monday will instead be observed as a holiday.

Section 3. In order for an employee to receive his pay for the holiday, he must work his regular scheduled day before and his regular scheduled day after the holiday. Employees on vacation, sick leave with pay, injury leave with pay, or on a leave of absence with pay shall be considered as working their regular scheduled day for the purposes of this Section.

Section 4. Eligible employees who are not scheduled to work on a designated holiday shall be paid for 8 hours' work at applicable straight time. Eligible employees who work on a designated holiday shall be paid their holiday pay, plus double time for all hours worked.

Section 5. Employees will also receive the employee's birthday as an additional holiday. The actual date of recognition of the holiday shall be the employee's birthday or such other day as is scheduled within one week, or on some other date mutually agreed to by the employee and the city.

ARTICLE 25 - VACATIONS

Section 1. Annual vacations for the bargaining unit shall be as follows:

YEARS OF CONTINUOUS SERVICE	VACATION TIME ACCRUED
1 to 5 years	12 working days
5 to 10 years	14 working days
10 to 15 years	18 working days
15 to 20 years	20 working days
20 – 25 years	22 working days
25+ years	25 working days

Section 2. Vacation time is not cumulative and is lost if not taken during the subsequent year in which it was earned. However, employees who have completed five (5) full work years may accumulate up to three (3) vacation days to be used within 12 months from the

employee's anniversary date of hire. Employees who have completed eleven (11) full work years may accumulate up to five (5) vacation days. Any such days so accumulated are to be used within 12 months from the employee's anniversary date of hire pursuant to his schedule being approved by the Public Works Director.

Section 3. An employee may not use vacation during the first six (6) months following his appointment unless authorized by the City Manager upon recommendation by the Public Works Director.

Section 4. The City Manager shall determine the time of the vacation period for the various employees, giving consideration to the desire of the employee and the needs of the City.

Section 5. An employee who retires or leaves the employ of the City of his own accord without having had his vacation for that year shall be paid pro rata for it at the time of his leaving the employ of the City.

Section 6: Vacations are to be scheduled at a time specified by the Public Works Director. Vacation requests shall be honored on the basis of seniority with the City, subject to the following limitations and exceptions:

A. Each employee entitled to a vacation must schedule at least one work week of vacation on consecutive days. The balance, for scheduled vacation only, must be taken in units of not less than four (4) hours.

B. In the event that four (4) or more employees request vacation during the same day or period, and it is the Public Works Director's determination that all such requests for vacation cannot be granted because of staffing needs, those employees with the most seniority will be given preference.

C. Vacation requests submitted after the official vacation picking period specified by the Public Works Director shall be honored solely on the basis of order of application, and no seniority rights shall exist. To the extent there are simultaneous requests, seniority shall prevail.

D. Vacations are scheduled and approved subject to the work load requirements of the City.

E. Vacation requests made outside of the annual picking period shall be answered within seven (7) work days from receipt of the request.

Section 7. Once a vacation has been scheduled, the employee, if he is on sick leave at the time, or off because of a compensable injury, may re-schedule his vacation. However, the employee must take his re-scheduled vacation at a time mutually agreed to by the City and the employee, and he will not be permitted to bump another employee. Request for re-scheduling must be made in writing.

Section 8. An employee who is scheduled for vacation, but is unable to take such scheduled vacation due to work scheduling by the City, shall be re-scheduled for such vacation at a time agreeable to the City and the employee or compensated at the rate of

one (1) vacation day for one (1) work day at the employee's base rate of pay, for each day denied as a result of work scheduling requirements or any other actions by the City that deny the employee use of scheduled vacation. Such compensation will be paid by the City no later than the final pay period of the vacation year. Once a vacation request is approved, it can only be canceled in cases of emergency or unforeseen circumstances that in the judgment of the Public Works Director, requires the employee's presence at work. The City will attempt to provide an employee at least 5 days notice of vacation cancellation, however, in those instances where such notice is impossible, the City will notify the employee once it is aware of a situation that may necessitate vacation cancellation.

ARTICLE 26 - UNIFORMS

Section 1. Uniforms.

The City shall provide uniforms to employees on the following basis: six (6) pairs of pants, five (5) shirts, three (3) sweatshirts, three (3) regular coveralls, one (1) thermal coverall, and 1 winter jacket. In addition to the uniforms already specified, the city shall also provide employees five (5) T-shirts annually. All outside clothing worn by employees must have proper City identification markings. Employees will be responsible for cleaning their own uniforms and mending. If the uniform is replaced within one year, the employee will pay one-half the replacement cost; if it is replaced in the second year, the employee will pay one-third; and if it is replaced after two years, the City will pay the entire cost. The employees will be required to keep their uniforms neat and clean. All employees shall wear their uniforms while at work. Uniforms shall only be worn at work or going to and from work. If the uniform is lost or stolen, the employee bears replacement costs. The City will not require an employee to turn in his uniform for capricious reasons.

All uniforms, insignias or equipment provided by the City will be returned to the City by the employee upon termination of his employment. In the event such employee has been required to pay for a portion of such returned uniform, he will be reimbursed one-half of such payment if he has had the uniform less than one year; and one-third of such payment if he has had the uniform less than two years.

Section 2. Work Boots.

During each year of the contract, the city shall provide employees with an agreed upon footwear and safety wear allowance.

Section 3. Replacement of Work Boots or Uniforms.

If the Public Works Director concludes that an employee's uniforms or work boots have been damaged or prematurely worn during the course of the performance of the employee's regular work duties and through no fault of the employee, the Public Works Director may recommend the uniforms or work boots be replaced prior to the time limits imposed herein, and at no cost to the employee.

ARTICLE 27 - SICK LEAVE

Section 1. Employees shall accumulate sick leave under merit service rules up to a maximum of one hundred and fifty (150) days. The rate of sick leave accumulation shall be one and one-fourth (1 1/4) days per month of service.

Section 2. Sick leave may be used for the employee's absences due to illness, injury, or exposure to a contagious disease which could be communicated to other employees.

Section 3. Sick leave for a family emergency may be taken for an illness to an employee's spouse and children residing in the employee's household which requires the employee's presence at home or at a hospital. Use of sick leave under this section shall be consistent with the Family and Medical Leave Act (FMLA).

Section 4. The city shall require an employee to furnish a doctor's statement if the employee is off on sick leave for at least three (3) consecutive work days or has more than four (4) separate occurrences in any calendar year. Failure to present a doctor's statement shall result in loss of pay for the time absent. Such absence shall be considered un-authorized and subject to progressive disciplinary action.

Section 5. For purposes of this Article, sick leave usage of less than four (4) consecutive hours shall not be counted as an occurrence if the employee presents a doctor's statement. A situation in which an employee is off work for three (3) consecutive work days is considered one (1) occurrence. A situation in which an employee misses three (3) consecutive days in January, one (1) day in March and four (4) hours in June is considered three (3) occurrences.

Section 6. Employees who have, as of their anniversary date of employment, accumulated sick leave of ninety (90) days, shall, during such year be entitled to one (1) additional day of vacation for each three (3) days of sick leave so accumulated in excess of ninety (90) days. No employee shall receive in excess of five (5) additional vacation days during any year by reason hereof and said additional vacation may not be accumulated from year to year but must be used during the year when employees are first entitled thereto. For those employees who have accumulated between 150 and 165 sick leave days as of their anniversary date, conversion to vacation days shall take place automatically.

Section 7. The City has the right and may, if it so chooses, investigate all sick leave before compensation is paid. Falsification of a doctor's statement may be grounds for dismissal.

Section 8. After completion of one (1) year of employment, any employee who uses less than twenty (20) hours of sick leave during a complete calendar year shall be entitled to receive a bonus check equal to thirty-two (32) hours of straight time pay at the employee's rate of pay in effect on December 31st of that calendar year. This bonus check shall be made available to the employee by no later than the fourth Friday in January of the subsequent year.

Section 9. Retirement or Death Sick Leave Conversion. Any employee who retires under the provisions of the Public Employees Retirement Act or any other plan of the State of

Ohio or the City of Oakwood will be compensated for accumulated sick leave of 60 or more days at the time of retirement, upon the basis of one day's pay for every 3 days of sick leave. In case of death of an active employee having over 60 days of accumulated sick leave, his accumulated sick leave will be converted to a lump sum payment at the rate of one day's pay for 3 days' accumulated sick leave, payable to his beneficiary previously designated by him in writing on a form provided by the City. (If there is no valid designation, the payment shall be made to his estate, upon the application of the personal representative.) If the employee has accumulated 120 days of sick leave or more, he or his beneficiary will be compensated at retirement or death at one day's pay for each two days of sick leave, on the same terms as outlined above, but in place of the formula outlined above.

Section 10. Notification of Family Emergency. The City shall take all reasonable steps to notify an employee promptly in case of emergency sickness or death in his family. Lost time for the remainder of his regular work day will be compensable from his available sick leave.

Section 11. Reporting an Absence. Fifteen minutes before the starting time of his shift, an employee on sick leave shall inform a supervisor of the fact, except in cases of emergency or provable inability to make a telephone call, and provided further that the call shall be made as soon as possible thereafter. In the event of extended or prolonged illness, an employee or a member of the immediate family, will be required to advise the City as stated above, of the expected return date, and keep the City advised periodically of his status.

ARTICLE 28 - LEAVE OF ABSENCE

Section 1. Temporary leaves of absence with or without pay, for training purposes or for any other objective related to the employee's work may be granted and renewed by the City Manager for such periods as he may consider justifiable, within the limitations of the budget.

Section 2. Leaves of absence, without pay, may be granted by the City Manager, for periods of time not to exceed one year, for any other reason that the City Manager may consider to be to the benefit of the City, including, but not limited to, leaves of absence by reason of military duties, and by reason of illness or disability not caused or induced by the actual performance of official duties, in cases where the employee has exhausted his accumulated sick leave benefits. Such leave may be granted for union business or personal reasons.

Section 3. Any such leave of absence so granted may be extended and renewed for additional periods of time not to exceed one year for each extension.

Section 4. The City Manager may if he deems it necessary, require any employee granted a leave of absence, to submit to a medical examination by a physician selected by the City, to determine the physical fitness of such employee to fulfill his duties to the City upon the termination of a leave of absence.

Section 5. Return from Leave. An employee returning to work following a leave of absence of 30 work days or less shall be returned to his job. An employee returning

following a leave of absence of longer duration will be returned to his job, if available, provided that he continues to have the physical fitness and ability to continue the job; if his job is not available, the employee's present ability and physical fitness, his length of service, and the desire of the City to avoid needless displacement of other employees shall be taken into consideration, and the employee shall be placed on a job as near to his former job as is practicable. An employee returning from a long term leave of absence shall attempt to give the City as much advance notice as is possible of the date and circumstances surrounding his return to work, in order that he may be placed with a minimum of delay.

Section 6. Jury Duty. Employees required to serve as jurors shall be compensated as follows. Such employees shall notify the City in advance and shall return to work each day when excused from duty for that day. Upon presentation of a voucher showing dates of jury service and amounts paid for such service, employees shall receive the difference between jury duty pay and their normal pay for as long as the jury duty continues.

Section 7. Union Leave of Absence. An employee elected to the full time office as President of the Union shall be granted a leave of absence without pay for the duration of his term of office not to exceed three years. Presidency of the Dayton Public Service Union shall mean that office of the entire Union and not that of the local bargaining unit.

Section 8. Convention Leave. Subject to the conditions set forth in this section, no more that one employee will be granted a one-week leave per calendar year to attend the Union's convention. The Union shall notify the City of the convention dates no later than January vacation scheduling time, and shall notify the City of the identity of the employee prior to April 1 of the year involved. The employee may take leave without pay or may utilize vacation with pay to which he is entitled for the period involved. In the event such convention leave conflicts with a scheduled vacation of another employee, the vacation shall be given preference.

Section 9. Family and Medical Leave. The parties agree that the Family and Medical Leave Act (FMLA) applies to bargaining unit employees, and that those employees shall have the option of taking paid or unpaid leave which will be calculated on a calendar year basis.

ARTICLE 29 - FUNERAL LEAVE

Section 1. An allowance of three (3) working days' leave will be granted without loss of pay in the case of death in the employee's immediate family. Immediate family means wife, husband, child, brother, sister, parent, parent-in-law, step parent, step child, step brother, step sister, grandparent, grandchild or a relative living in the same household. One day's leave shall be granted for the attendance at the funeral of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any aunt or an uncle who is a blood relative or the employee. In cases wherein travel distances are such as to require additional time, the City Manager may extend funeral leave, upon recommendation from the Director, up to a maximum of five (5) days. Proof of death, relationship and attendance at funeral may be required before payment.

Section 2. Any request for funeral leave must be made by the employee to his department head on the day the death occurs, or at the earliest convenient time, but no later than the next work day if possible.

Section 3. If additional time is necessary for an employee to attend the funeral of his/her immediate family as defined in Section 1 above, an employee may request the use of a maximum of two (2) accrued vacation days or available personnel leave days.

ARTICLE 30 - INJURY LEAVE

Section 30.1. Employees shall have sixty (60) days of injury leave with pay to be used for the first sixty (60) days of absence caused by a compensable work-related injury or occupational disease, as determined by the city.

Section 30.2. Such injury leave shall not be charged against accumulated sick leave.

Section 30.3. To avoid double recovery, any money received by an employee through the BWC for such an injury shall be credited against compensation the employee shall receive through the use of injury leave days, with the city paying only the difference.

Section 30.4. After the expiration of the sixty (60) days of injury leave, an employee's absences due to a work related injury may be charged against accrued sick leave in accordance with the standard sick leave provisions of the Agreement.

Section 30.5. If an employee on a Workers' Compensation leave has exhausted all injury leave, sick leave and vacation leave, the city manager may grant the employee a leave of absence or, alternatively, the employee may be terminated, except as prohibited by law. Leaves of absence without pay will not exceed one (1) year.

Section 30.6 The city reserves the right to withhold benefit payments or take disciplinary action up to and including discharge against any employee who is guilty of submitting a false claim for benefits.

ARTICLE 31 - LEAVE APPROVAL

Requests for all leaves of absence (with or without pay) shall be approved or denied within a forty-eight (48) hour period (not including Saturdays, Sundays, or Holidays) from the date the employee requests said leave of absence. Notice shall be given to the employee, in writing, by the employee's immediate supervisor.

ARTICLE 32 - REINSTATEMENT PROCEDURE

Any employee who has been designated as partially disabled by the Ohio Workers' Compensation Board shall, at the earliest convenience of the City, undergo a physical examination by the City Physician. A hearing will then be held at the City's earliest convenience by a panel consisting of the Public Works Director, City Physician, and Personnel Director to determine the ability of the employee to continue to perform safely and efficiently the designated work of his present classification. The employee shall have the right to have a union representative present at the hearing.

The panel will then issue a report of its findings to the City Manager who shall then determine whether the employee is able to remain in his present classification. Where such employee is deemed unable to safely and efficiently perform his present job, such employee shall be considered for other bargaining unit work which he is deemed capable of performing safety and efficiently.

Where such employee is deemed suitable for another classification he may be considered for that position using the same criteria for bumping other employees in that class as is currently used for layoff situations. In the event another employee is bumped, that employee shall have the right to bump others in lower classes and so forth as in a layoff situation. In a case where the disabled employee is deemed not suitable for any bargaining unit work or where he is unable to bump others in a lower class, such employee shall be terminated.

ARTICLE 33 – DRIVER'S LICENSE AND CDL CERTIFICATION

Section 1. All employees must have and retain a valid Ohio Driver's license and a CDL during the term of their employment.

Section 2. CDL Certification. New hires without a CDL will be required to attain a CDL within 12 months of their hire date. Employees working in the General Service Worker classification shall receive a lump sum payment of $225.00 each calendar year. Such payment shall be made on or before December 31st. New employees who receive a CDL during the course of a calendar year shall receive a pro-rated lump sum payment.

Section 3. The city agrees to pay the fees for employees to attain a CDL and the renewal fee for a CDL.

Section 4. Employees having a license suspension or other legal difficulties which may affect their driving status are required to inform the City immediately. The city will make every effort to assist an employee in securing driving privileges while at work. Employees not reporting a driver's license suspension will be subject to disciplinary action.

ARTICLE 34 - WAIVER

During the term of this Agreement, each party waives any right to request the other party to negotiate on any subject and agrees that it shall take no action to compel the other party to negotiate on any subject, except to the extent this Agreement specifically provides otherwise.

ARTICLE 35 - SAVINGS CLAUSE

Section 1. This Agreement is subject to all existing Federal and State laws, merit service rules and regulations, Municipal Charter provisions, City Council ordinances and resolutions, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, ordinances, resolutions or any judicial decision interpreting them. In the event that any provision of this Agreement is decided by any Court or legislative body having jurisdiction to be contrary to the above, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 2. Following such decision, either party may request the other to meet and negotiate regarding the effect of the void provision in question only. Such meeting will be scheduled within thirty (30) days of the request. Such negotiation may not result in the City being required to provide any additional benefit or to expend an amount of money greater than the amount expended by the City in providing any voided benefit.

ARTICLE 36 - DURATION

This Agreement shall remain in full force and effect from November 2, 2011 through December 31, 2013 with the exception of the wage increase outlined in Appendix I and Article 26, Section 5 – Holidays, which shall become effective on January 1, 2012. This Agreement shall thereafter be renewed for successive one year periods, unless written notice of a desire to re-negotiate is given by either party to the other at least 60 but no more than 90 days prior to December 31, 2013, or any subsequent anniversary date. Upon the delivery of such a notice, the parties shall meet and negotiate with respect to a new contract sufficiently in advance of the expiration date as to enable the reaching of an agreement prior thereto.

This Agreement is signed this 2nd day of November, 2011.

CITY OF OAKWOOD CHAPTER OF OHIO COUNCIL 8, DAYTON PUBLIC SERVICE UNION, LOCAL 101, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFL-CIO)

By _____ 11-2-11
David McIntosh
Staff Representative

By _____
Kirby S. Donovan
Chapter Chairperson

By _____
Andrew Van
Negotiating Committee Member

CITY OF OAKWOOD

By _____
Norbert S. Klopsch
City Manager
Resolution No. 1747

By _____
Kevin W. Weaver, P.E., P.S.
Director of Engineering and Public Works

By _____
Jay A. Weiskircher
Deputy City Manager

APPENDIX I

Effective January 1, 2012 through December 31, 2013

Classification	Start	6 mos	12 mos	18 mos	24 mos	30 mos	36 mos	42 mos
General Service Worker I	$18.47	$18.99	$19.51	$20.05	$20.81	$21.55	$22.19	$23.53
Truck Driver I	$18.98	$19.41	$20.10	$20.66	$21.43	$22.07	$22.80	$24.09
Refuse Collection Driver III	$19.55	$20.02	$20.71	$21.30	$22.05	$22.76	$23.51	$24.85
Water Plant Technician-Repairman	$19.96	$20.46	$21.14	$21.74	$22.50	$23.19	$23.93	$25.29
Maintenance Worker	$19.96	$20.46	$21.14	$21.74	$22.50	$23.19	$23.93	$25.29
Motor Equipment Mechanic I	$20.09	$20.59	$21.28	$21.87	$22.62	$23.34	$24.08	$25.41
Motor Equipment Operator	$20.60	$21.11	$21.74	$22.42	$23.12	$23.85	$24.60	$26.01
Motor Equipment Mechanic II	$21.19	$21.69	$22.29	$22.95	$23.75	$24.44	$25.20	$26.57

Pay Schedule for General Service Workers hired on or after January 1, 2006
Effective January 1, 2012 through December 31, 2013

	Start	12 mos	24 mos	30 mos	36 mos	42 mos	48 mos	54 mos	60 mos	66 mos
General Service Worker	$16.04	$16.48	$16.95	$17.56	$18.21	$18.76	$19.90	$21.07	$22.27	$23.53

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the city of Oakwood (the "City") and AFSCME OHIO COUNCIL 8, Local 101, DPSU (the "Union").

If during the period January 1, 2012 through December 31, 2013 the city's management and office personnel receive a wage increase greater than the wage increase received by the employees covered under the terms of this Agreement, the city shall increase the wages of the AFSCME LOCAL 101 bargaining unit an equal percentage to match the wage increase of the city's management and office personnel.

FOR THE CITY OF OAKWOOD

DATE 11-2-11

FOR AFSCME OHIO LOCAL 8, DPSU, LOCAL 101

DATE 11-2-11