



CITY OF KETTERING

PEGGY LEHNER, MAYOR • JACQUE FISHER, VICE MAYOR
BRUCE E. DUKE • LISA DUVALL • TONY KLEPACZ • JYL HALL • BOB SCOTT

KETTERING COUNCIL AGENDA

July 11, 2023

Kettering Government Center – South Building
3600 Shroyer Rd. Kettering, Ohio 45429

6:00 P.M. **WORKSHOP** Deeds Room
7:30 P.M. **REGULAR MEETING** Council Chambers

PLEDGE OF ALLEGIANCE

INVOCATION

APPROVAL OF MINUTES

June 13, 2023- Council Meeting & Workshop Minutes

PROCLAMATIONS, SPECIAL PRESENTATIONS, AWARDS, SPECIAL RESOLUTIONS, APPOINTMENTS TO BOARDS AND COMMISSION

Appointment	Planning Commission- Troy Erbes (Term ending 12/31/27)
Appointment	Board of Zoning Appeals- Jack Putnam (Term ending 12/31/27)
Proclamation	Parks and Recreation Month
Presentation	Parks and Recreation Month

PUBLIC HEARINGS

1. P.C. 23-013- To rezone the property located at 2119 E. Dorothy Lane from Economic Development Overlay District #14 to B-Business.

PUBLIC COMMENT ON LEGISLATION

(5 Minute Limit per Speaker)

ORDINANCES IN SECOND READING

2. To provide for the table of organization, position classification plan, compensation plan and pay schedules and rules and regulations pertaining to conditions of work and supplemental benefits for the employees of the City of Kettering, Ohio, and to repeal Ordinance No. 4388-22.

RESOLUTIONS

3. Declaring as surplus and approving a contract to sell 48.19 acres of City-owned property in Research Park.
4. Amending Resolution No. 10906-23 regarding the School Zone Flashers-Shroyer and Glengarry Project (City Project No. 02-007).
5. Authorizing the City Manager to accept a Priority One Training and Equipment Grant from the Ohio Department of Public Safety, Division of EMS.
6. To make supplemental appropriations for current expenses and other expenditures of the City of Kettering, State of Ohio, during the fiscal year ending December 31, 2023.

ORDINANCES IN FIRST READING

7. Adopting amended Civil Service Rules for the City of Kettering.

CERTIFICATIONS AND PETITIONS

MANAGER'S REPORT/COMMUNITY UPDATE

OTHER BUSINESS NOT ON WRITTEN AGENDA

Audience Participation (5 Minute Limit per Speaker)

CITY COUNCIL REPORT/UPDATE

The City of Kettering wishes to make certain that all citizens have the opportunity to actively participate in their local government. If you have a disability and require accommodations to participate in a Council meeting, please contact the Clerk of Council at 296-2416 so that reasonable modifications can be made.

KETTERING CITY CALENDAR
2023

July 11	4:00 p.m. 6:00 p.m. 7:30 p.m.	Partners for Healthy Youth Council Workshop City Council Meeting
July 17	7:00 p.m. 7:00 p.m.	Planning Commission Board of Community Relations
July 20	6:30 p.m.	Sustainability Committee
July 24	7:00 p.m. 7:30 p.m.	Board of Zoning Appeals Sister Cities
July 25	6:00 p.m. 7:30 p.m.	Council Workshop City Council Meeting

P Proclamation

Whereas:

Parks and Recreation Departments are an integral part of communities throughout this country; and

WHEREAS: Parks and Recreation improves the quality of life for our citizens by building a healthy, active and connected community; and

WHEREAS: Parks and Recreation contributes to the economic and environmental well-being of our community and region and provides a place for children and adults to connect with nature and each other; and

WHEREAS: Parks and Recreation creates family traditions that are passed down from generation to generation; and create treasured memories; and

WHEREAS: The U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS: Kettering, Ohio recognizes the health, societal and environmental benefits derived from Parks and Recreation.

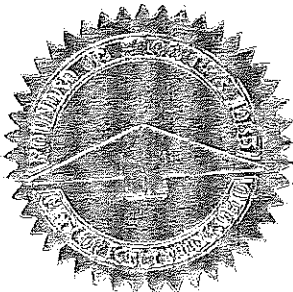
NOW, THEREFORE, I, Peggy Lehner, Mayor of the City of Kettering, Ohio, on behalf of City Council and the community, do hereby proclaim

July 2023

to be

PARKS AND RECREATION MONTH

in the City of Kettering, Ohio, and urge all citizens to become involved in the fine leisure programs, facilities and open space areas available to them during the summer months.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kettering, Ohio, to be affixed this 11th day of July, in the Year of our Lord, Two Thousand and Twenty-Three.

PEGGY LEHNER
Mayor of the City of Kettering, Ohio

CITY OF KETTERING, OHIO

AN ORDINANCE

By:

No.

TO PROVIDE FOR THE TABLE OF ORGANIZATION, POSITION CLASSIFICATION PLAN, COMPENSATION PLAN AND PAY SCHEDULES AND RULES AND REGULATIONS PERTAINING TO CONDITIONS OF WORK AND SUPPLEMENTAL BENEFITS FOR THE EMPLOYEES OF THE CITY OF KETTERING, OHIO, AND TO REPEAL ORDINANCE NO 4388-22.

The Council of the City of Kettering, State of Ohio, acting under its Home Rule powers granted pursuant to Kettering's City Charter and the Ohio Constitution, Article XVIII, Section 3 and 7, hereby ordains as follows:

Article I. TABLE OF ORGANIZATION AND POSITION CLASSIFICATION PLAN.

This article establishes the Table of Organization and Position Classification Plan for the City of Kettering, Ohio. The provisions of this article apply to all positions for officials and for full-time, part-time and temporary employees of the City of Kettering.

<u>NAME OF OFFICE, DEPARTMENT OR DIVISION</u>	<u>PAY GRADE</u>
<u>A. OFFICE OF THE CITY MANAGER</u>	
<u>Regular Full-Time Positions</u>	
1 City Manager	Reference Section 208
2 Assistant City Manager (Reference Section 208)	724
1 Community Information Manager	707 thru 714
2 Secretary I, II or III	104, 106 or 108
<u>Regular Part-Time Positions</u>	
* Administrative Aide	854 thru 862
* Clerk	850 thru 856
<u>B. DEPARTMENT OF LAW</u>	
<u>Regular Full-Time Positions</u>	
1 Law Director	724
1 Assistant Law Director	713 thru 721
*1 Prosecuting Attorney II	714 thru 719
*1 Prosecuting Attorney I	705 thru 715
1 Secretary I or II	104 or 106
3 Clerk or Aide I or II or Secretary I	100, 102 or 104

*NOTE: Total to be employed controlled by budget dollar authorization.

<u>Regular Part-Time Positions</u>	
* Clerk	850 thru 856

<u>Part-Time Intermittent/Temporary Positions</u>	
* Clerk	810

C. DEPARTMENT OF HUMAN RESOURCES

<u>Regular Full-Time Positions</u>	
1 Human Resource Director	722
1 Human Resource Manager	714 thru 718
1 Compliance and Inclusion Manager	712
2 Human Resource Coordinator	711
1 Human Resource Technician	8
1 Secretary I or II	104 or 106

<u>Regular Part-Time Positions</u>	
* Clerk	850 thru 856

<u>Part-Time Intermittent/Temporary Positions</u>	
* Human Resource Aide	810 thru 812

D. DEPARTMENT OF FINANCE

<u>Regular Full-Time Positions</u>	
1 Finance Director	722
1 Assistant Finance Director	720
1 Budget Manager	718
1 Tax Manager/Tax Administrator	715 thru 718
1 Purchasing Manager	715 thru 718
2 Financial Analyst	713 thru 715
1 Secretary I or II	104 or 106
8 Finance Technician II	8
4 Finance Technician I	3 thru 5
1 Clerk or Aide I or II	100 or 102

<u>Regular Part-Time Positions</u>	
* Finance Technician II	8
* Finance Technician I	3 thru 5
* Finance Aide	854 thru 859
* Clerk	850 thru 856

<u>Part-Time Intermittent/Temporary Positions</u>	
* Tax Intern	813 thru 815
* Finance Aide	810 thru 812
* Clerk	810

*NOTE: Total to be employed controlled by budget dollar authorization.

E. DEPARTMENT OF ADMINISTRATIVE SYSTEMS

1. Administrative Support Division

Regular Full-Time Positions

1	Administrative Systems Director	722
1	GIS Manager	718
2	Administrative Designer	102 thru 104
1	Clerk or Aide I or II	100 or 102

Regular Part-Time Positions

*	GIS Technician	5
*	Administrative Designer	102 thru 104
*	Word Processing Operator	851 thru 857
*	Clerk	850 thru 856

Part-Time Intermittent/Temporary Positions

*	Administrative Aide	810 thru 813
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2. Information Systems Division

Regular Full-Time Positions

1	Information System Manager	714 thru 718
2	Information System Technician	7 thru 10
1	Desktop Support Technician	5

Regular Part-Time Positions

*	Administrative Aide	854 thru 859
*	Clerk	850 thru 856

Part-Time Intermittent/Temporary Positions

*	Administrative Aide	810 thru 813
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F. VOLUNTEER OFFICE

Regular Full-Time Positions

1	Volunteer Administrator	706 thru 712
1	Assistant Volunteer Administrator	706

Regular Part-Time Positions

*	Administrative Aide	854 thru 860
*	Clerk	850 thru 856

Part-Time Intermittent/Temporary Positions

*	Administrative Aide	810 thru 812
*	Clerk	810

*NOTE: Total to be employed controlled by budget dollar authorization.

G. DEPARTMENT OF PLANNING AND DEVELOPMENT

Regular Full-Time Positions

1	Planning and Development Director	722
2	Engineer or Architect	719
2	City Planner	714 thru 718
1	Neighborhood Services Manager / City Planner	714 thru 718
1	Senior Building Inspector	715
**4	Inspector	9 thru 13
**3	Property Maintenance Inspector	7 thru 9
1	CDBG Program Manager	718
1	CDBG Program Coordinator	710
1	CDBG Housing Specialist	9 thru 13
2	Secretary I or II	104 or 106
1	Planning & Development Technician	003 thru 005

Regular Part-Time Positions

*	Planning and Development Aide	854 thru 859
*	Clerk	850 thru 856

Part-Time Intermittent/Temporary Positions

*	Planning and Development Aide	810 thru 813
*	Planning and Development Technician	810 thru 811
*	Clerk	810

H. ECONOMIC DEVELOPMENT

Regular Full-Time Positions

1	Economic Development Manager	714 thru 718
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Regular Part-Time Positions

*	Administrative Aide	854 thru 859
*	Clerk	850 thru 856

Part-Time Intermittent/Temporary Positions

*	Administrative Aide	810 thru 812
*	Clerk	810

I. DEPARTMENT OF PUBLIC SAFETY

1. Department of Police

Police Officer Positions

1	Chief of Police	722
2	Captain	720
6	Lieutenant	505
10	Sergeant	504
***67	Patrol Officer	304, 305 or 306

*NOTE: Total to be employed controlled by budget dollar authorization.

**NOTE: Part-Time Inspectors may be employed at Full-Time Inspector rates, total to be employed controlled by budget dollar authorization.

***NOTE: The City Manager is authorized to overfill up to two (2) Patrol Officer positions with Lieutenants or Captains at the corresponding pay grades.

Regular Full-Time Civilian Positions

* Police Cadet	5
2 Uniformed Deputy Bailiff	8
5 Jailer	6
1 Secretary I or II	104 or 106
1 Secretary I	104
5 Police Records Specialist	100 or 102
1 Community Service Specialist	3 thru 6
1 Crime Analyst	706

Regular Part-Time Positions

* Accreditation Administrator	104
* Court Security Officer	6
* Clerk	850 thru 856
* Aide	852 thru 855
* Administrative Aide	854 thru 862

Part-Time Intermittent/Temporary Positions

* Aide	810 thru 811
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2. Department of Fire

Regular Full-Time Firefighting Positions

1 Fire Chief	722
2 Assistant Chief	720
1 Fire Marshal	716
5 Battalion Chief	606
15 Captain (Appointed prior to 9/23/13)	605
(Appointed on or after 9/23/13)	605-1
57 Firefighter I, II, III	401, 402 or 403
(with Paramedic Certification)	404, 405 or 406

Regular Full-Time Non-Firefighting Positions

1 Fire Service Specialist	8
1 Secretary I or II	104 or 106
1 Clerk or Aide I or II	100 or 102

Regular Part-Time Positions

* Fire Aide	850 thru 859
* Clerk	850 thru 856

3. Public Safety Dispatch

Regular Full-Time Positions

2 Civilian Dispatch Supervisor	710
17 Public Safety Dispatcher	80 thru 82

Regular Part-Time Positions

* Public Safety Dispatcher	80 thru 82
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4. Division of Civil Defense As established by Ordinance No. 151 6/24/54

*NOTE: Total to be employed controlled by budget dollar authorization.

J. DEPARTMENT OF ENGINEERING

Regular Full-Time Positions

1	City Engineer	722
1	Assistant City Engineer	720
3	Civil Engineer	719
1	Engineering Surveyor	714
1	Design Engineer	715
1	Senior Safety Supervisor	710
1	Engineering Technician IV	12
2	Traffic Signal Technician (Appointed prior to 6/16/14)	11
	(Appointed on or after 6/16/14)	10
3	Engineering Technician III-Construction Inspector	10
3	Engineering Technician – CAD Design/Surveyor/Traffic	
	(Appointed prior to 5/21/18)	7 thru 11
	(Appointed on or after 5/21/18)	7 thru 10
2	Secretary I or II	104 or 106

Regular Part-Time Positions

*2	Safety Supervisor	851 thru 856
*14	Crossing Guard (Appointed prior to 1/1/14)	851 thru 856
	Crossing Guard (Appointed on or after 1/1/14)	851 thru 855
*	Clerk	850 thru 856

Part-Time Intermittent/Temporary Positions

*	Engineering Aide II	814 thru 815
*	Engineering Aide I	810 thru 813
*	Clerk	810

K. DEPARTMENT OF PUBLIC SERVICE

1. Department of Facilities

Regular Full-Time Positions

1	Public Service Director	722
1	Facility Maintenance Manager	716
1	Facility Maintenance Supervisor	714
4	Buildings Maintenance Mechanic	209 thru 211
8	Buildings Service I or II	
	Buildings Service I	202 thru 205
	Buildings Service II	206 thru 208
13	Buildings Attendant	200
1	Secretary I or II	104 or 106

Regular Part-Time Positions

*	Clerk	850 thru 856
*	Maintenance Aide	850 thru 853

2. Department of Streets

Regular Full-Time Positions

1	Assistant Public Service Director	720
1	Street Maintenance Manager	716
3	Street Maintenance Supervisor	714
5	Street Service IV	208 thru 209
37	Street Service I, II or III	
	Street Service I	200 thru 201
	Street Service II	202 thru 205
	Street Service III	206 thru 207
1	Secretary I or II	104 or 106

*NOTE: Total to be employed controlled by budget dollar authorization.

Regular Full-Time Positions (continued)

1 Traffic Control III 206 thru 208

Regular Part-Time Positions

* Clerk 850 thru 856

* Maintenance Aide 850 thru 853

3. Vehicle Maintenance Center

Regular Full-Time Positions

1 Fleet Manager 716

1 Lead Equipment Mechanic 211

4 Equipment Mechanic I or II

Equipment Mechanic II 206 thru 210

Equipment Mechanic I 202 thru 205

1 Parts Inventory Attendant 200 thru 205

1 Clerk or Aide I or II 100 or 102

Regular Part-Time Positions

* Clerk 850 thru 856

* Maintenance Aide 850 thru 853

L. DEPARTMENT OF PARKS, RECREATION AND CULTURAL ARTS

Regular Full-Time Positions

1 Parks, Recreation and Cultural Arts Director 722

4 PRCA Superintendent 718

1 PRCA Manager III 716

4 PRCA Manager II 714

2 PRCA Manager I 712

9 PRCA Supervisor 705 thru 709

10 Facility Coordinator 50 thru 54

1 Fitness Coordinator 50 thru 54

14 Parks Service I, II or III

Parks Service I 200 thru 201

Parks Service II 202 thru 205

Parks Service III 206 thru 208

1 Secretary I or II 104 or 106

2 Clerk or Aide I or II 100 or 102

Regular Part-Time Positions

* PRCA Tech I 003

* Program Specialist II 858 thru 862

* Program Specialist I 850 thru 858

* Clerk 850 thru 856

Part-Time Intermittent/Temporary Positions

* Program Specialist V 812 thru 832

* Program Specialist IV 811/05 thru 813

* Program Specialist III 811/02 thru 812

* Program Specialist II 810/04 thru 811

* Program Specialist I 810

*NOTE: Total to be employed controlled by budget dollar authorization.

M.	<u>OFFICE OF CLERK OF COUNCIL</u>	
	<u>Regular Full-Time Positions</u>	
	1 Clerk of Council	104 thru 106
	<u>Regular Part-Time Positions</u>	
	* Administrative Aide	854 thru 862
	* Clerk	850 thru 856
N.	<u>OFFICE OF THE SENIOR SERVICES COORDINATOR</u>	
	<u>Regular Full-Time Positions</u>	
	1 Senior Services Coordinator	706 thru 712

*NOTE: Total to be employed controlled by budget dollar authorization.

END OF ARTICLE

Article II. COMPENSATION PLAN AND PAY SCHEDULES.

This article establishes a Compensation Plan and Pay schedules for all full-time, part-time and temporary positions in the City Administration.

Section 200. PAY SCHEDULES FOR POSITIONS IN PAY GRADES 3 THROUGH 54.

The following pay tables prescribe the basic hourly and annual rates of pay for Pay Grades 3 through 54. Employees normally enter at Step A but may enter at Step B, C, D, E or F at the discretion of the City Manager. Step rate increases to B, C, D, E and F may be granted by the City Manager after each nine (9) months of service. Normal minimum time from entry to Step F is 45 months. In recognition of outstanding job performance, the City Manager may grant step rate increases in shorter periods of time. Hourly rates are controlling.

PAY SCHEDULES FOR POSITIONS IN PAY GRADES 3 THROUGH 13.

STEP RATES							
<u>PAY GRADE</u>	<u>BASIS</u>	<u>A / 1</u>	<u>B / 2</u>	<u>C / 3</u>	<u>D / 4</u>	<u>E / 5</u>	<u>F / 6</u>
3	Hour	\$22.14	\$23.30	\$24.35	\$25.72	\$26.98	\$28.87
	Year	46,051	48,464	50,648	53,498	56,118	60,050
4	Hour	\$23.30	\$24.35	\$25.72	\$26.98	\$28.43	\$30.46
	Year	48,464	50,648	53,498	56,118	59,134	63,357
5	Hour	\$24.35	\$25.72	\$26.98	\$28.43	\$29.70	\$31.55
	Year	50,648	53,498	56,118	59,134	61,776	65,624
6	Hour	\$25.72	\$26.98	\$28.43	\$29.70	\$31.08	\$33.10
	Year	53,498	56,118	59,134	61,776	64,646	68,848
7	Hour	\$26.98	\$28.43	\$29.70	\$31.08	\$32.65	\$34.85
	Year	56,118	59,134	61,776	64,646	67,912	72,488
8	Hour	\$28.43	\$29.70	\$31.08	\$32.65	\$34.42	\$36.39
	Year	59,134	61,776	64,646	67,912	71,594	75,691
9	Hour	\$29.70	\$31.08	\$32.65	\$34.42	\$35.98	\$38.23
	Year	61,776	64,646	67,912	71,594	74,838	79,518
10	Hour	\$31.08	\$32.65	\$34.42	\$35.98	\$37.90	\$40.14
	Year	64,646	67,912	71,594	74,838	78,832	83,491
11	Hour	\$32.65	\$34.42	\$35.98	\$37.90	\$39.77	\$42.10
	Year	67,912	71,594	74,838	78,832	82,722	87,568
12	Hour	\$34.42	\$35.98	\$37.90	\$39.77	\$41.74	\$44.16
	Year	71,594	74,838	78,832	82,722	86,819	91,853
13	Hour	\$35.98	\$37.90	\$39.77	\$41.74	\$43.81	\$46.22
	Year	74,838	78,832	82,722	86,819	91,125	96,138

**NOTE: Rates in the above Pay Table are effective from and after 12/19/2022.*

Employees in Pay Grades 3 through 13 assigned to a shift with working hours between 6:00 p.m. and 6:00 a.m. shall receive fifteen cents (15¢) per hour in addition to the basic straight time rates for those hours worked between 6:00 p.m. and 6:00 a.m.; except that non-sworn Public Safety Dispatchers and Jailers assigned to a shift in which one-half (½) or more of the working hours are between 3:00 p.m. and 7:00 a.m. for Dispatchers, and between 4:00 p.m. and 8:00 a.m. for Jailers, shall receive fifty cents (50¢) per hour in addition to the basic straight time rates for those hours worked between 3:00 p.m. and 7:00 a.m. and 4:00 p.m. and 8:00 a.m., respectively. A paid unworked holiday, paid sick leave and paid unworked vacation leave shall be credited as hours worked, for the computation of shift differential pay, for non-sworn Public Safety Dispatchers and Jailers.

PAY SCHEDULES FOR POSITIONS IN PAY GRADES 50 THROUGH 54.

STEP RATES						
<u>PAY GRADE</u>	<u>BASIS</u>	<u>A / 1</u>	<u>B / 2</u>	<u>C / 3</u>	<u>D / 4</u>	<u>E / 5</u>
50	Hour	\$18.39	\$18.77	\$19.08	\$19.42	\$19.85
	Year	38,251	39,042	39,686	40,394	41,288
51	Hour	\$19.42	\$19.85	\$20.20	\$20.50	\$20.87
	Year	40,394	41,288	42,016	42,640	43,410
52	Hour	\$20.50	\$20.87	\$21.24	\$21.51	\$21.95
	Year	42,640	43,410	44,179	44,741	45,656
53	Hour	\$21.95	\$22.22	\$22.71	\$23.00	\$23.35
	Year	45,656	46,218	47,237	47,840	48,568
54	Hour	\$23.00	\$23.35	\$23.73	\$24.08	\$24.40
	Year	47,840	48,568	49,358	50,086	50,752

NOTE: Rates in the above Pay Table are effective from and after 12/19/2022.

Section 200-a. PAY SCHEDULES FOR POSITIONS IN PAY GRADES 80 THROUGH 82.

Pay Grade 80 sets the basic rates of pay for a Public Safety Dispatcher. Step rate increases for satisfactory performance and employee development may be granted by the City Manager as follows:

Step rate increases to Pay Grade 80, Steps B, C, D, E or F may be granted after a minimum of nine (9) months of service at the preceding step.

Pay Grade 81 sets the basic rates of pay for a Public Safety Dispatcher who holds an Associate Degree and has satisfactorily completed two years as a Kettering Public Safety Dispatcher. Step rate increases for satisfactory performance and employee development may be granted by the City Manager as follows:

Step rate increases to Pay Grades 81, Step D may be granted after a minimum of six (6) months of service at the preceding step.

Step rate increases to Pay Grades 81, Steps E or F may be granted after a minimum of nine (9) months of service at the preceding step.

Pay Grade 82 sets the basic rates of pay for a Public Safety Dispatcher who holds a Baccalaureate Degree and has satisfactorily completed two years as a Kettering Public Safety Dispatcher. Step

rate increases for satisfactory performance and employee development may be granted by the City Manager as follows:

Step rate increases to Pay Grades 82, Step D may be granted after a minimum of six (6) months of service at the preceding step.

Step rate increases to Pay Grades 82, Steps E or F may be granted after a minimum of nine (9) months of service at the preceding step.

In all cases, hourly rates are controlling for pay rates within Pay Grades 80 through 82.

In recognition of outstanding job performance, the City Manager may grant step increases in shorter periods of time.

STEP RATES

<u>PAY GRADE</u>	<u>BASIS</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
80	Hour	\$27.77	\$29.04	\$30.39	\$31.94	\$33.64	\$35.58
	Year	57,762	60,403	63,211	66,435	69,971	74,006
81	Hour				\$32.38	\$34.10	\$36.07
	Year				67,350	70,928	75,026
82	Hour				\$32.84	\$34.59	\$36.58
	Year				68,307	71,947	76,086

NOTE: Rates in the above Pay Table are effective from and after 05/23/2022.

STEP RATES

<u>PAY GRADE</u>	<u>BASIS</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
80	Hour	\$28.39	\$29.69	\$31.07	\$32.66	\$34.40	\$36.38
	Year	59,051	61,755	64,626	67,933	71,552	75,670
81	Hour				\$33.11	\$34.87	\$36.88
	Year				68,869	72,530	76,710
82	Hour				\$33.58	\$35.37	\$37.41
	Year				69,846	73,570	77,813

NOTE: Rates in the above Pay Table are effective from and after 05/22/2023.

Section 201. PAY SCHEDULES FOR POSITIONS IN PAY GRADES 100 THROUGH 112.

The following pay tables prescribe the basic hourly and annual rates of pay for Pay Grades 100 through 112. Employees normally enter at Step A but may enter at Step B, C, D, E or F at the discretion of the City Manager. Step rate increases to B, C, D, E, and F may be granted by the City Manager after each nine (9) months of service. Normal minimum time from entry to Step F is 45 months. In recognition of outstanding job performance, the City Manager may grant step rate increases in shorter periods of time. Hourly rates are controlling.

STEP RATES

<u>PAY GRADE</u>	<u>BASIS</u>	<u>A / 1</u>	<u>B / 2</u>	<u>C / 3</u>	<u>D / 4</u>	<u>E / 5</u>	<u>F / 6</u>
100	Hour	\$19.79	\$20.91	\$21.83	\$22.89	\$24.12	\$25.72
	Year	41,163	43,493	45,406	47,611	50,170	53,498
101	Hour	\$20.91	\$21.83	\$22.89	\$24.12	\$25.25	\$26.98
	Year	43,493	45,406	47,611	50,170	52,520	56,118
102	Hour	\$21.83	\$22.89	\$24.12	\$25.25	\$26.60	\$28.45
	Year	45,406	47,611	50,170	52,520	55,328	59,176
103	Hour	\$22.89	\$24.12	\$25.25	\$26.60	\$27.90	\$29.70
	Year	47,611	50,170	52,520	55,328	58,032	61,776
104	Hour	\$24.12	\$25.25	\$26.60	\$27.90	\$29.24	\$30.97
	Year	50,170	52,520	55,328	58,032	60,819	64,418
105	Hour	\$25.25	\$26.60	\$27.90	\$29.24	\$30.76	\$32.55
	Year	52,520	55,328	58,032	60,819	63,981	67,704
106	Hour	\$26.60	\$27.90	\$29.24	\$30.76	\$32.26	\$34.20
	Year	55,328	58,032	60,819	63,981	67,101	71,136
107	Hour	\$27.90	\$29.24	\$30.76	\$32.26	\$33.89	\$35.81
	Year	58,032	60,819	63,981	67,101	70,491	74,485
108	Hour	\$29.24	\$30.76	\$32.26	\$33.89	\$35.52	\$37.47
	Year	60,819	63,981	67,101	70,491	73,882	77,938
109	Hour	\$30.76	\$32.26	\$33.89	\$35.52	\$37.30	\$39.46
	Year	63,981	67,101	70,491	73,882	77,584	82,077
110	Hour	\$32.26	\$33.89	\$35.52	\$37.30	\$39.20	\$41.47
	Year	67,101	70,491	73,882	77,584	81,536	86,258
111	Hour	\$33.89	\$35.52	\$37.30	\$39.20	\$41.19	\$43.24
	Year	70,491	73,882	77,584	81,536	85,675	89,939
112	Hour	\$35.52	\$37.30	\$39.20	\$41.19	\$43.24	\$45.35
	Year	73,882	77,584	81,536	85,675	89,939	94,328

NOTE: Rates in the above Pay Table are effective from and after 12/19/2022.

Employees in Pay Grades 100 through 112 assigned to a shift with working hours between 6:00 p.m. and 6:00 a.m. shall receive fifteen cents (15¢) per hour in addition to the basic straight time rates for those hours worked between 6:00 p.m. and 6:00 a.m.

Section 202. PAY SCHEDULES FOR POSITIONS IN PAY GRADES 200 THROUGH 211.

The following pay tables prescribe the basic hourly and annual rates of pay for Pay Grades 200 through 211. Employees normally enter at Step A but may enter at Step B, C, D, E or F at the

discretion of the City Manager. Step rate increases may be granted by the City Manager after each twelve (12) months of service (nine months of service for employees hired prior to February 16, 1998). Normal minimum time from entry to Step F (top step) in Pay Grades 200 through 211 is 60 months (45 months for employees hired prior to February 16, 1998). In recognition of outstanding job performance, the City Manager may grant step rate increases in shorter periods of time. **Step A only applies to employees hired after February 19, 1996.** Hourly rates are controlling.

STEP RATES

<u>PAY GRADE</u>	<u>BASIS</u>	<u>*A / 1</u>	<u>B / 2</u>	<u>C / 3</u>	<u>D / 4</u>	<u>E / 5</u>	<u>F / 6</u>
200	Hour	\$20.59	\$21.51	\$22.49	\$23.50	\$24.56	\$25.67
	Year	42,827	44,741	46,779	48,880	51,085	53,394
201	Hour	\$21.51	\$22.49	\$23.50	\$24.56	\$25.67	\$26.81
	Year	44,741	46,779	48,880	51,085	53,394	55,765
202	Hour	\$22.49	\$23.50	\$24.56	\$25.67	\$26.81	\$28.01
	Year	46,779	48,880	51,085	53,394	55,765	58,261
203	Hour	\$23.50	\$24.56	\$25.67	\$26.81	\$28.01	\$29.30
	Year	48,880	51,085	53,394	55,765	58,261	60,944
204	Hour	\$24.56	\$25.67	\$26.81	\$28.01	\$29.30	\$30.61
	Year	51,085	53,394	55,765	58,261	60,944	63,669
205	Hour	\$25.67	\$26.81	\$28.01	\$29.30	\$30.61	\$31.98
	Year	53,394	55,765	58,261	60,944	63,669	66,518
206	Hour	\$26.81	\$28.01	\$29.30	\$30.61	\$31.98	\$33.42
	Year	55,765	58,261	60,944	63,669	66,518	69,514
207	Hour	\$28.01	\$29.30	\$30.61	\$31.98	\$33.42	\$34.92
	Year	58,261	60,944	63,669	66,518	69,514	72,634
208	Hour	\$29.30	\$30.61	\$31.98	\$33.42	\$34.92	\$36.49
	Year	60,944	63,669	66,518	69,514	72,634	75,899
209	Hour	\$30.61	\$31.98	\$33.42	\$34.92	\$36.49	\$38.13
	Year	63,669	66,518	69,514	72,634	75,899	79,310
210	Hour	\$31.98	\$33.42	\$34.92	\$36.49	\$38.13	\$39.84
	Year	66,518	69,514	72,634	75,899	79,310	82,867
211	Hour	\$33.42	\$34.92	\$36.49	\$38.13	\$39.84	\$41.65
	Year	69,514	72,634	75,899	79,310	82,867	86,632

NOTE: Rates in the above Pay Table are effective from and after 02/28/22.

*Step "A" only applies to hires after 2/19/1996.

STEP RATES

<u>PAY GRADE</u>	<u>BASIS</u>	<u>*A / 1</u>	<u>B / 2</u>	<u>C / 3</u>	<u>D / 4</u>	<u>E / 5</u>	<u>F / 6</u>
200	Hour	\$21.05	\$21.99	\$23.00	\$24.03	\$25.11	\$26.25
	Year	43,784	45,739	47,840	49,982	52,229	54,600
201	Hour	\$21.99	\$23.00	\$24.03	\$25.11	\$26.25	\$27.41
	Year	45,739	47,840	49,982	52,229	54,600	57,013
202	Hour	\$23.00	\$24.03	\$25.11	\$26.25	\$27.41	\$28.64
	Year	47,840	49,982	52,229	54,600	57,013	59,571
203	Hour	\$24.03	\$25.11	\$26.25	\$27.41	\$28.64	\$29.96
	Year	49,982	52,229	54,600	57,013	59,571	62,317
204	Hour	\$25.11	\$26.25	\$27.41	\$28.64	\$29.96	\$31.30
	Year	52,229	54,600	57,013	59,571	62,317	65,104
205	Hour	\$26.25	\$27.41	\$28.64	\$29.96	\$31.30	\$32.70
	Year	54,600	57,013	59,571	62,317	65,104	68,016
206	Hour	\$27.41	\$28.64	\$29.96	\$31.30	\$32.70	\$34.17
	Year	57,013	59,571	62,317	65,104	68,016	71,074
207	Hour	\$28.64	\$29.96	\$31.30	\$32.70	\$34.17	\$35.71
	Year	59,571	62,317	65,104	68,016	71,074	74,277
208	Hour	\$29.96	\$31.30	\$32.70	\$34.17	\$35.71	\$37.31
	Year	62,317	65,104	68,016	71,074	74,277	77,605
209	Hour	\$31.30	\$32.70	\$34.17	\$35.71	\$37.31	\$38.99
	Year	65,104	68,016	71,074	74,277	77,605	81,099
210	Hour	\$32.70	\$34.17	\$35.71	\$37.31	\$38.99	\$40.74
	Year	68,016	71,074	74,277	77,605	81,099	84,739
211	Hour	\$34.17	\$35.71	\$37.31	\$38.99	\$40.74	\$42.59
	Year	71,074	74,277	77,605	81,099	84,739	88,587

NOTE: Rates in the above Pay Table are effective from and after 02/27/23.
 *Step "A" only applies to hires after 2/19/1996.

Section 203. PAY SCHEDULES FOR POSITIONS IN PAY GRADES 304 THROUGH 306.

Pay Grade 304 sets the basic rates of pay for a Patrol Officer.

Pay Grade 305 sets the basic rates of pay for a Patrol Officer who holds an Associate Degree and has satisfactorily completed two years as a Kettering Patrol Officer.

Pay Grade 306 sets the basic rates of pay for a Patrol Officer who holds a Baccalaureate Degree and has satisfactorily completed two years as a Kettering Patrol Officer.

In all cases, hourly rates are controlling for pay rates within Pay Grades 304 through 306.

Step rate increases for satisfactory performance and employee development may be granted by the City Manager as follows:

Step rate increases to Pay Grade 304, Steps B and C may be granted after a minimum of six (6) months service at the preceding step.

Step rate increases to Pay Grades 304, 305 or 306, Steps D, E, F and G may be granted after a minimum of twelve (12) months service at the preceding step.

Accelerated advancement within Pay Grades 304, 305 or 306 may be granted by the City Manager in recognition of exceptional performance and employee development.

STEP RATES

PAY GRADE	BASIS	A / 1	B / 2	C / 3	D / 4	E / 5	F / 6	G / 7
304	Hour	\$ 34.94	\$ 36.50	\$ 38.14	\$ 39.77	\$ 41.35	\$ 43.90	\$ 45.83
	Year	72,675	75,920	79,331	82,722	86,008	91,312	95,326
*305	Hour				\$ 40.31	\$ 41.91	\$ 44.57	\$ 46.50
	Year				83,845	87,173	92,706	96,720
*306	Hour				\$ 40.89	\$ 42.56	\$ 45.26	\$ 47.19
	Year				85,051	88,525	94,141	98,155

NOTE: Rates in the above Pay Table are effective from and after 02/14/22.

*An Educational Incentive is incorporated into Pay Grades 305 and 306.

STEP RATES

PAY GRADE	BASIS	A / 1	B / 2	C / 3	D / 4	E / 5	F / 6	G / 7
304	Hour	\$ 35.73	\$ 37.32	\$ 39.00	\$ 40.66	\$ 42.28	\$ 44.89	\$ 46.86
	Year	74,318	77,626	81,120	84,573	87,942	93,371	97,469
*305	Hour				\$ 41.22	\$ 42.85	\$ 45.57	\$ 47.55
	Year				85,738	89,128	94,786	98,904
*306	Hour				\$ 41.81	\$ 43.52	\$ 46.28	\$ 48.25
	Year				86,965	90,522	96,262	100,360

NOTE: Rates in the above Pay Table are effective from and after 02/13/23.

*An Educational Incentive is incorporated into Pay Grades 305 and 306.

A Patrol Officer who resigned and subsequently is reinstated in the Kettering Police Department may receive full credit for service prior to date of resignation to meet minimum service requirements for advancement through Pay Grades 304, 305 or 306. A Patrol Officer may receive credit for prior

service as a police officer with another municipality to meet minimum service requirements for advancement within Pay Grade 304, depending upon an evaluation of the prior service by the Chief of Police and Human Resource Director. Prior service with another municipality shall not be utilized to meet minimum service requirements for eligibility for promotion.

No person shall be eligible to receive an original appointment to the position of Patrol Officer before the age of 21. Nothing in this section shall prevent the recruitment of personnel for the Police Cadet program for the purpose of training persons to become Patrol Officers, provided that such cadets have reached the age of eighteen (18) at the time of said appointment.

Section 204. PAY SCHEDULES FOR POSITIONS IN PAY GRADES 401 THROUGH 406.

The following pay tables prescribe the basic hourly and annual rates of pay for Firefighters in Pay Grades 401 through 406. Firefighters may be assigned to either 40 or 56-hour workweek schedules at the discretion of the Fire Chief and shall be paid at the appropriate hourly rate for the regular hours worked on that schedule. The Fire Chief shall determine if overtime pay shall be based on the 40-hour workweek hourly rate or 56 hour workweek hourly rate.

Pay Grades 401 through 403 set the basic rates of pay for a Firefighter.

Pay Grades 404 through 406 set the basic rates of pay for a Firefighter who holds and maintains a certification from the State of Ohio as an EMT-Paramedic. This Paramedic Incentive is in lieu of previous provisions granting service credit to Firefighters with EMT-Paramedic certifications.

Step rate increases within Pay Grades for satisfactory performance and employee development may be granted by the City Manager as follows (hourly rates are controlling):

- to 401 B or 404 B after a minimum of six (6) months of service at the preceding step rate;
- to 402 B or 405 B after a minimum of twelve (12) months of service at the preceding step rate;
- to 403 B or 406 B after a minimum of twelve (12) months at step rate 403 A or 406 A;
- to 403 C or 406 C after a minimum of twelve (12) months at step rate 403 B or 406 B.

Advancement in Pay Grades from 401 to 403 or from 404 to 406 for qualifying performance and attainment of required skills may be granted by the City Manager as follows:

- to 402 A or 405 A after a minimum of six (6) months of service at step rate 401 B or 404 B;
- to 403 A or 406 A after a minimum of twelve (12) months of service at step rate 402 B or 405 B.

STEP RATES

<u>PAY GRADE</u>	<u>BASIS</u>	<u>A</u>	<u>B</u>	<u>C</u>
401	Hour (56 hr week sched)	\$24.73	\$25.76	
	Hour (40 hr week sched)	34.62	36.07	
	Year	72,010	75,026	
402	Hour (56 hr week sched)	\$26.94	\$28.04	
	Hour (40 hr week sched)	37.72	39.26	
	Year	78,458	81,661	
403	Hour (56 hr week sched)	\$29.23	\$30.75	\$32.46
	Hour (40 hr week sched)	40.92	43.05	45.45
	Year	85,114	89,544	94,536

STEP RATES

<u>PAY GRADE</u>	<u>BASIS</u>	<u>A</u>	<u>B</u>	<u>C</u>
*404	Hour (56 hr week sched)	\$25.47	\$26.54	
	Hour (40 hr week sched)	35.66	37.15	
	Year	74,173	77,272	
*405	Hour (56 hr week sched)	\$27.75	\$28.89	
	Hour (40 hr week sched)	38.85	40.44	
	Year	80,808	84,115	
*406	Hour (56 hr week sched)	\$30.11	\$31.67	\$33.44
	Hour (40 hr week sched)	42.15	44.34	46.81
	Year	87,672	92,227	97,365

NOTE: Rates in the above Pay Table are effective from and after 12/19/22.

The City Manager is authorized to waive the minimum service requirements for advancement, as indicated above, to the extent necessary to align Firefighters in the career progression plan in a manner consistent with the above description.

A Firefighter who resigned and subsequently was reinstated in the Kettering Fire Department may receive full credit for service prior to date of resignation to meet minimum service requirements for advancement from Pay Grade 401 up to Pay Grade 403 or from Pay Grade 404 up to Pay Grade 406.

A Firefighter may receive credit for prior service as a Regular Full-Time Firefighter with another municipality to meet minimum service requirements for advancement from Pay Grade 401 up to Pay Grade 403 or from Pay Grade 404 up to Pay Grade 406, depending upon an evaluation of the prior service by the Human Resource Director and the Fire Chief. Prior service with another municipality shall not be utilized to meet minimum service requirements for eligibility to compete in a competitive promotional examination or to obtain added credit for seniority on examinations for promotion to Captain (Pay Grade 605).

No person shall be eligible to receive an original appointment to the Fire Department before the age of 18. Nothing in this section shall prevent the recruitment of personnel for the Fire Cadet program for the purpose of training persons to become Firefighters, provided that such cadets have reached the age of 18 at the time of said appointment.

Section 205. PAY SCHEDULES FOR POSITIONS IN PAY GRADES 504 AND 505.

The following pay tables prescribe the basic hourly and annual rates of pay for police supervisory, command, and administrative management positions. Police Officers normally enter each Pay Grade at Step A.

Step rate increases within pay grades for satisfactory performance and employee development may be granted by the City Manager. Such increases are normally granted after six (6) months of service at each step, however, the City Manager may either accelerate or withhold such advancements based on the officer's performance and development.

Advancement to the rank of Sergeant at Pay Grade 504 may be granted by the City Manager to Patrol Officers as a promotion based on the results of Civil Service competitive examinations and procedures. A Patrol Officer must have three (3) years of service as a Kettering Patrol Officer at the time Civil Service testing is implemented in order to compete and be eligible for promotion to the rank of Sergeant.

Advancement to the rank of Lieutenant at Pay Grade 505 may be granted by the City Manager to Sergeants in Pay Grade 504 as a promotion based on the results of Civil Service competitive examinations and procedures. A Sergeant must have one (1) year of service as a Kettering Police Sergeant at the time Civil Service testing is implemented in order to compete and be eligible for promotion to the rank of Lieutenant.

The rank of Captain is that assigned to the positions of Assistant Chiefs of Police. Assistant Chiefs of Police (Police Captains) are included in the unclassified service and therefore the selection and rights of Assistant Chiefs of Police (Police Captains) are not subject to those rules or laws pertaining to Classified Civil Service employees. The appropriate fringe benefits for Assistant Chiefs of Police (Police Captains) are to be determined by the City Manager.

It shall be at the discretion of the City Manager to either fill or leave vacant positions at the rank of Sergeant, Lieutenant and Captain.

STEP RATES

PAY GRADE	BASIS	A / 1	B / 2
504	Hour	\$52.40	\$53.73
	Year	108,992	111,758
505	Hour	\$56.40	\$57.77
	Year	117,312	120,162

NOTE: Rates in the above Pay Table are effective from and after 12/19/22.

Section 206. PAY SCHEDULES FOR POSITIONS IN PAY GRADES 605.

The following pay tables prescribe the basic annual rates of pay for position of Fire Captain. The shown hourly rates are not controlling but are based on a 40-hour workweek schedule for comparison purposes only. Fire Captains may be assigned to either 40 or 56-hour workweek schedules at the discretion of the Fire Chief and shall be paid at the appropriate hourly rate for the regular hours worked on that schedule. Fire Captains enter each Pay Grade at Step A.

A step rate increase to 605 B or 605-1 B may be granted by the City Manager after a minimum of six (6) months of service at 605 A or 605-1 A..

Step rate increases to 605 C and D or 605-1 C and D may be granted by the City Manager after a minimum of twelve (12) months of service in each step.

Accelerated advancement or withholding of such advancements in Pay Grade 605 or 605-1 may be granted by the City Manager based upon the employee's performance and development.

Advancement to Fire Captain in Pay Grade 605 A or 605-1 A may be granted by the City Manager to Firefighters in Pay Grade 403 or 406, who have three (3) years of actual service as a Kettering

Firefighter, as a promotion, based on the results of Civil Service competitive examination and procedures.

It shall be at the discretion of the City Manager to either fill or leave vacant positions at the rank of Fire Captain.

Fire Captains appointed to the Pay Grade 605 series prior to 9/23/13, are eligible to be paid at the following Step Rates for Pay Grade 605:

STEP RATES

PAY GRADE	BASIS	<u>A / 1</u>	<u>B / 2</u>	<u>C / 3</u>	<u>D / 4</u>
605	Hour (56-hr. week schedule)	\$37.01	\$37.93	\$38.81	\$39.81
	Hour (40-hr. week schedule)	\$51.81	\$53.10	\$54.33	\$55.73
	Year	107,765	110,448	113,006	115,918

Fire Captains appointed to the Pay Grade 605 series on or after 9/23/13, are eligible to be paid at the following Step Rates for Pay Grade 605-1:

PAY GRADE	BASIS	<u>A / 1</u>	<u>B / 2</u>	<u>C / 3</u>	<u>D / 4</u>
605-1	Hour (56-hr. week schedule)	\$36.09	\$37.10	\$37.56	\$38.04
	Hour (40-hr. week schedule)	\$50.52	\$51.94	\$52.59	\$53.25
	Year	105,082	108,035	109,387	110,760

NOTE: Rates in the above Pay Table are effective from and after 12/19/22.

Section 206-a. PAY SCHEDULES FOR POSITIONS IN PAY GRADES 606.

The following pay tables prescribe the basic annual rates of pay for positions of Fire Battalion Chief. The shown hourly rates are not controlling but are based on a 40-hour workweek schedule for comparison purposes only. Fire Battalion Chiefs may be assigned to either 40 or 56-hour workweek schedules at the discretion of the Fire Chief and shall be paid at the appropriate hourly rate for the regular hours worked on that schedule. Fire Battalion Chiefs enter each Pay Grade at Step A.

A step rate increase to 606 B may be granted by the City Manager after a minimum of six (6) months of service at 606 A.

Step rate increases to 606 C and D may be granted by the City Manager after a minimum of twelve (12) months of service in each step.

Accelerated advancement or withholding of such advancements in Pay Grade 606 may be granted by the City Manager based upon the employee's performance and development.

Advancement to the rank of Fire Battalion Chief at Pay Grade 606 may be granted by the City Manager to Fire Captains in Pay Grade 605 or 605-1. A Fire Captain must have at least one (1) year of service as a Kettering Fire Captain at the time Civil Service testing is implemented in order to compete and be eligible for promotion to the rank of Battalion Chief.

It shall be at the discretion of the City Manager to either fill or leave vacant positions at the rank of Fire Captain or Fire Battalion Chief.

Fire Battalion Chiefs are eligible to be paid at the following Step Rates for Pay Grade 606:

STEP RATES

<u>PAY GRADE</u>	<u>BASIS</u>	<u>A / 1</u>	<u>B / 2</u>	<u>C / 3</u>	<u>D / 4</u>
606	Hour (56-hr. week schedule)	\$39.39	\$39.89	\$40.41	\$41.27
	Hour (40-hr. week schedule)	\$55.15	\$55.85	\$56.57	\$57.78
	Year	114,712	116,168	117,666	120,182

NOTE: Rates in the above Pay Table are effective from and after 12/19/22.

Section 207. PAY SCHEDULES FOR POSITIONS IN PAY GRADES 705 THROUGH 724.

The following pay tables prescribe the maximum basic rates of pay for Pay Grades 705 through 724. The City Manager determines the rates of pay provided employees in these pay grades with the restriction that an employee may not receive more than that maximum rate assigned to the position. Hourly rates are controlling for computation.

PAY GRADES

<u>PAY GRADE</u>	<u>BASIS</u>	<u>MAXIMUM PAY RATE</u>	<u>PAY GRADE</u>	<u>BASIS</u>	<u>MAXIMUM PAY RATE</u>
705	Hour	\$31.55	714	Hour	\$48.51
	Year	65,624		Year	100,901
706	Hour	\$33.10	715	Hour	\$51.09
	Year	68,848		Year	106,267
707	Hour	\$34.44	716	Hour	\$53.54
	Year	71,635		Year	111,363
708	Hour	\$36.39	717	Hour	\$56.14
	Year	75,691		Year	116,771
709	Hour	\$38.23	718	Hour	\$58.91
	Year	79,518		Year	122,533
710	Hour	\$40.14	719	Hour	\$61.85
	Year	83,491		Year	128,648
711	Hour	\$42.10	720	Hour	\$64.88
	Year	87,568		Year	134,950

712	Hour	\$44.16	721	Hour	\$68.15
	Year	91,853		Year	141,752
713	Hour	\$46.22	722	Hour	\$71.53
	Year	96,138		Year	148,782
			724	Hour	\$78.81
				Year	163,925

NOTE: Rates in the above Pay Table are effective from and after 12/19/22.

Section 208. PAY SCHEDULE FOR THE POSITION OF CITY MANAGER AND ASSISTANT CITY MANAGER

- A. The annual base salary and any other benefit which the City Manager will be eligible to receive may be authorized by a valid, written agreement between the City and the City Manager. In the event of a conflict between this Ordinance and any then valid written agreement between the City and the City Manager as to the annual base salary and/or any other benefit or component thereof that the Manager is eligible to receive, then the provisions of the written agreement will prevail. In the event either this Ordinance or the then valid written agreement is silent regarding the annual base salary and/or any other benefit or component thereof that the Manager is eligible to receive, but the other respective document speaks to same, then the provisions of the document that speaks to the annual base salary and/or other benefit or component thereof, will prevail.
- B. The City Manager may, once annually, convert up to a maximum of 12 days of his/her accrued vacation leave, in whole hour increments at a ratio of 6:5, to a maximum payment of up to 10-days equivalent in cash. The rules governing this vacation leave conversion program shall be filed with and approved by the Ohio Public Employees Retirement System. Eligibility to convert such leave requires that all of the following apply to the City Manager:
1. Has, at the time of filing a request with the Finance Director to convert leave, an accrued vacation leave balance equal to or greater than the amount of hours requested to be converted;
 2. The amount of vacation leave converted into a cash payment in one calendar year must not exceed the amount of vacation leave accrued in the prior calendar year; and
 3. Has a record of at least 25 years of accumulated public service. Evidence of such accumulated public service may include a record of accumulated public service on file with the City of Kettering, as indicated by the employee's "Date of Hire" or "Leave Date" or a record of accumulated or purchased service credit on file with any of the Ohio Retirement Systems.
- C. In addition to the Assistant City Manager's salary, the City may, at the discretion of the City Manager, contribute an amount equal to 1.0% of his/her salary to a qualified deferred compensation plan as selected by the Assistant City Manager.

Section 209. PAY SCHEDULES FOR SPECIAL CATEGORIES OF PART-TIME/TEMPORARY/SEASONAL AND REGULAR PART-TIME POSITIONS.

The City Manager may determine pay levels for employees filling part-time/temporary and Regular Part-Time positions as appropriate within the pay ranges authorized by the following tables. Positions covered by these pay tables are excluded from the classified Civil Service. Employees in these pay tables are normally employed 40 hours per week or less.

A. PAY TABLES FOR PART-TIME/TEMPORARY/SEASONAL POSITIONS

PAY GRADE	BASIS	STEP RATE												
		1	2	3	4	5	6	7	8	9	10	11	12	13
810	HOUR	\$10.50	\$10.65	\$10.80	\$10.95	\$11.10	\$11.25	\$11.40	\$11.55	\$11.70	\$11.85	\$12.00	\$12.15	\$12.30
811	HOUR	\$11.25	\$11.40	\$11.55	\$11.70	\$11.85	\$12.00	\$12.15	\$12.30	\$12.45	\$12.60	\$12.75	\$12.90	\$13.05
812	HOUR	\$12.00	\$12.15	\$12.30	\$12.45	\$12.60	\$12.75	\$12.90	\$13.05	\$13.20	\$13.35	\$13.50	\$13.65	\$13.80
813	HOUR	\$12.75	\$12.90	\$13.05	\$13.20	\$13.35	\$13.50	\$13.65	\$13.80	\$13.95	\$14.10	\$14.25	\$14.40	\$14.55
814	HOUR	\$13.50	\$13.65	\$13.80	\$13.95	\$14.10	\$14.25	\$14.40	\$14.55	\$14.70	\$14.85	\$15.00	\$15.15	\$15.30
815	HOUR	\$14.25	\$14.40	\$14.55	\$14.70	\$14.85	\$15.00	\$15.15	\$15.30	\$15.45	\$15.60	\$15.75	\$15.90	\$16.05
816	HOUR	\$15.00	\$15.15	\$15.30	\$15.45	\$15.60	\$15.75	\$15.90	\$16.05	\$16.20	\$16.35	\$16.50	\$16.65	\$16.80
817	HOUR	\$15.75	\$15.90	\$16.05	\$16.20	\$16.35	\$16.50	\$16.65	\$16.80	\$16.95	\$17.10	\$17.25	\$17.40	\$17.55
818	HOUR	\$16.50	\$16.65	\$16.80	\$16.95	\$17.10	\$17.25	\$17.40	\$17.55	\$17.70	\$17.85	\$18.00	\$18.15	\$18.30
819	HOUR	\$17.25	\$17.40	\$17.55	\$17.70	\$17.85	\$18.00	\$18.15	\$18.30	\$18.45	\$18.60	\$18.75	\$18.90	\$19.05
820	HOUR	\$18.00	\$18.15	\$18.30	\$18.45	\$18.60	\$18.75	\$18.90	\$19.05	\$19.20	\$19.35	\$19.50	\$19.65	\$19.80
821	HOUR	\$18.75	\$18.90	\$19.05	\$19.20	\$19.35	\$19.50	\$19.65	\$19.80	\$19.95	\$20.10	\$20.25	\$20.40	\$20.55
822	HOUR	\$19.50	\$19.65	\$19.80	\$19.95	\$20.10	\$20.25	\$20.40	\$20.55	\$20.70	\$20.85	\$21.00	\$21.15	\$21.30
823	HOUR	\$20.25	\$20.40	\$20.55	\$20.70	\$20.85	\$21.00	\$21.15	\$21.30	\$21.45	\$21.60	\$21.75	\$21.90	\$22.05
824	HOUR	\$21.00	\$21.15	\$21.30	\$21.45	\$21.60	\$21.75	\$21.90	\$22.05	\$22.20	\$22.35	\$22.50	\$22.65	\$22.80
825	HOUR	\$21.75	\$21.90	\$22.05	\$22.20	\$22.35	\$22.50	\$22.65	\$22.80	\$22.95	\$23.10	\$23.25	\$23.40	\$23.55
826	HOUR	\$22.50	\$22.65	\$22.80	\$22.95	\$23.10	\$23.25	\$23.40	\$23.55	\$23.70	\$23.85	\$24.00	\$24.15	\$24.30
827	HOUR	\$23.25	\$23.40	\$23.55	\$23.70	\$23.85	\$24.00	\$24.15	\$24.30	\$24.45	\$24.60	\$24.75	\$24.90	\$25.05
828	HOUR	\$24.00	\$24.15	\$24.30	\$24.45	\$24.60	\$24.75	\$24.90	\$25.05	\$25.20	\$25.35	\$25.50	\$25.65	\$25.80
829	HOUR	\$24.75	\$24.90	\$25.05	\$25.20	\$25.35	\$25.50	\$25.65	\$25.80	\$25.95	\$26.10	\$26.25	\$26.40	\$26.55
830	HOUR	\$25.50	\$25.65	\$25.80	\$25.95	\$26.10	\$26.25	\$26.40	\$26.55	\$26.70	\$26.85	\$27.00	\$27.15	\$27.30
831	HOUR	\$26.25	\$26.40	\$26.55	\$26.70	\$26.85	\$27.00	\$27.15	\$27.30	\$27.45	\$27.60	\$27.75	\$27.90	\$28.05
832	HOUR	\$27.00	\$27.15	\$27.30	\$27.45	\$27.60	\$27.75	\$27.90	\$28.05	\$28.20	\$28.35	\$28.50	\$28.65	\$28.80
833	HOUR	\$27.75	\$27.90	\$28.05	\$28.20	\$28.35	\$28.50	\$28.65	\$28.80	\$28.95	\$29.10	\$29.25	\$29.40	\$29.55

NOTE: Rates in the above Pay Table are effective from and after 12/19/22.

B. PAY TABLES FOR REGULAR PART-TIME POSITIONS

STEP RATES

PAY GRADE	BASIS	A / 1	B / 2	C / 3	D / 4	E / 5
850	HOUR	\$14.11	\$14.42	\$14.83	\$15.19	\$15.49
851	HOUR	\$15.19	\$15.49	\$15.86	\$16.25	\$16.68

		<u>A/1</u>	<u>B/2</u>	<u>C/3</u>	<u>D/4</u>	<u>E/5</u>
852	HOUR	\$16.25	\$16.68	\$16.89	\$17.32	\$17.67
853	HOUR	\$17.32	\$17.67	\$18.01	\$18.39	\$18.77
854	HOUR	\$18.39	\$18.77	\$19.08	\$19.42	\$19.85
855	HOUR	\$19.42	\$19.85	\$20.20	\$20.50	\$20.87
856	HOUR	\$20.50	\$20.87	\$21.24	\$21.51	\$21.95
857	HOUR	\$21.95	\$22.22	\$22.71	\$23.00	\$23.35
858	HOUR	\$23.00	\$23.35	\$23.73	\$24.08	\$24.40
859	HOUR	\$24.08	\$24.40	\$24.80	\$25.11	\$25.53
860	HOUR	\$25.11	\$25.53	\$25.87	\$26.14	\$26.57
861	HOUR	\$26.14	\$26.57	\$26.95	\$27.34	\$27.62
862	HOUR	\$27.34	\$27.62	\$27.98	\$28.43	\$28.74

NOTE: Rates in the above Pay Table are effective from and after 12/19/22.

Section 210. INDEPENDENT CONTRACTORS AND SPECIAL EMPLOYEES.

- A. The City Manager is authorized to enter into agreements with non-employee Independent Contractors to provide those services that the City Manager determines to be in the best interests of this city. Such agreements shall be limited by budgetary authorization intended for such purposes, be outside the control of this Personnel Ordinance, and shall be consistent with the City Charter and any laws, ordinances, rules and regulations that are applicable in this city.
- B. The City Manager may also hire employees for specialized purposes as follows:
 - 1. The City Manager is authorized to enter into agreements to hire individuals as employees so as to obtain their personal services which the City Manager determines are in the best interests of this city. Such employees shall be known as "Special Employees," whose status shall be temporary and/or seasonal and whose term of employment shall be set by individual agreement. The compensation and benefits for such "Special Employees" shall be set and controlled by contractual agreements which shall be limited by budgetary authorization intended for such purposes. The City shall make deductions from the "Special Employee's" pay as required by law, such as federal, state and local tax withholdings and any contributions to FICA/Medicare or the applicable State of Ohio Retirement System, that may apply.
 - 2. In addition to the authority in Section 210 B1 above, the City Manager is also authorized to hire and establish pay rates for "Special Employees" whose status shall be temporary and/or seasonal and whose terms and conditions of employment are not controlled by individual agreement, including, but not limited to, pay per participant

compensation arrangements and any applicable pay scales. The compensation and benefits for such "Special Employees" shall be set and controlled by the City Manager, which shall be limited by budgetary authorization intended for such purposes and shall not exceed an hourly rate of sixty dollars (\$60.00) per hour. The City shall make deductions from the "Special Employee's" pay as required by law, such as federal, state and local tax withholdings and any contributions to FICA/Medicare or the applicable State of Ohio Retirement System, that may apply.

Section 211. COMPENSATION FOR OVERTIME WORK.

- A. 1. All full-time, part-time and temporary employees in Pay Grades 3 through 54, 100 through 112, and 200 through 211, with the exception of Jailers are eligible for overtime compensation for all authorized hours in excess of eight (8) hours per day or forty (40) hours per week, provided that on the employee's sixth day she/he shall receive overtime pay for only that time worked in excess of forty (40) hours for her/his whole week. An exception to this provision is made when such an employee's work schedule consists of four ten-hour days. In this situation, employees in the above described pay grades are eligible for overtime compensation for all authorized hours in excess of ten (10) hours per day or forty (40) hours per week, provided that on the employee's fifth day she/he shall receive overtime pay for only that time worked in excess of forty (40) hours.
2. All employees in Pay Grades 810 through 862 are eligible for overtime compensation for all authorized hours in excess of forty (40) hours per week.
- B. 1. "Patrol Officers assigned to a watch" means those officers who are assigned to duties which are performed substantially, continuously around the clock every day of the week and ordinarily involve relieving another officer assigned to the same post at the beginning of duty and being relieved by another officer assigned to the same post at the conclusion of the day.
2. a) Subject to Call. Patrol Officers are subject to call during both paid and unpaid meal periods.
- b) Those Not Assigned To A Watch. Patrol Officers not assigned to a watch (such as detectives, jailer, court officer, academy personnel, uniformed dispatcher, etc.) will be scheduled for an unpaid meal period or not, as determined by the City to be suitable for the duties of the assignment. The total scheduled hours of work in either case will for a normal work day be deemed to be 8 hours worked, and there shall be no more than 9 hours between scheduled starting and quitting times of an eight-hour work day.
- C. 1. Firefighters in Pay Grades 401 through 406 who are assigned to work schedules which average forty (40) hours per week shall receive overtime compensation only for that time worked in excess of an average forty (40) hour workweek as established by a rotating shift schedule.
2. Firefighters in Pay Grades 401 through 406 assigned to rotating shifts which average fifty-six (56) hours per week shall receive overtime compensation only for the time worked in excess of an average fifty-six (56) hour workweek as established by a rotating shift schedule. Overtime pay shall be based on comparative forty (40) hour workweek rates.

- D. A paid unworked holiday, paid sick leave or paid unworked vacation shall be credited as time worked for the purpose of computing overtime for any work performed in the same workweek.
- E. Pay for overtime work shall be at the rate of one and one-half the regular rate with the following exceptions (police business meetings and training sessions scheduled by Supervisory or Command Police Officers for Police Patrol Officers in Pay Grades 304 through 306 shall not be considered an exception):
 - 1. Employees in Pay Grades 3 through 54, 100 through 112, and 200 through 211 (with the exception of Jailers) shall receive double their regular rate for work on Sundays and all holidays, unless Sunday or a holiday is a regularly scheduled work day. If Sunday is a regularly scheduled workday, the seventh day of the workweek shall be treated as Sunday for overtime purposes.
 - 2. Police Cadets and Jailers; and Firefighters in Pay Grades 401 through 406 assigned to work schedules which average forty (40) hours per week shall receive double their regular rate of pay for work on a holiday in excess of a regular eight (8) hour shift.
 - 3. Police Officers in Pay Grades 304 through 306 and 504 through 505, and and Jailers, shall receive double their regular rate for overtime hours worked on Easter Sunday. The City Manager may, at his or her sole discretion, extend similar double-time provisions to Regular Part-Time employees in the Police Department who work on Easter Sunday in excess of their regularly scheduled hours.
 - 4. Firefighters in Pay Grades 401 through 406 who are assigned to fifty-six (56) hour workweek schedules shall receive double the comparative forty (40) hour rate of pay for work on a holiday in excess of a regular twenty-four (24) hour shift.
- F. Any full-time employee eligible for overtime compensation who is called in for emergency duty shall receive a minimum of two (2) hours compensation at the overtime rate.
- G. When employees, other than Regular Full-Time City employees, are called in as volunteers for emergency duties, they may be employed at rates comparable to those paid to Regular Full-Time employees who regularly perform such tasks and paid from appropriate funds as determined by the City Manager.
- H. Employees in Pay Grades 200 through 211 called for emergencies, such as snow removal, shall be paid one and one-half times the regular rate for hours worked outside normal working hours even though time worked during that workweek does not exceed forty (40) hours. The City Manager may extend this same provision to other hourly paid employees when they are assisting in emergencies normally handled by employees in Pay Grades 200 through 211.
- I. The City Manager may authorize payment from City Funds for overtime work performed by employees who are not considered as Regular Full-Time employees.
- J. The City Manager may authorize a premium payment at one and one-half (1½) times an hourly paid employee's regular hourly rate of pay if it is necessary to substantially adjust such an employee's work schedule without adequate notice. It shall be at the discretion of the City Manager to determine what constitutes a substantial schedule change and adequate notice to the employee.
- K. Whenever it is necessary for an off-duty Fire Battalion Chief to appear in the Municipal Court, before the prosecutor for a pretrial conference, or in any other court on matters pertaining to City business, a minimum of two (2) hours overtime shall be credited per appearance day at time and one-half the appropriate hourly rate.

- L. At the employee's option, and with the consent of the employee's supervisor, the employee shall have the privilege of taking compensatory time off in lieu of overtime compensation; in which case the employee may have time off at one times, one and one-half times, or double time the overtime hours worked, if for the hours worked the employee would otherwise be paid one time, one and one-half times, or double time the regular rate.
- M. Employees in Pay Grades 715 through 724 are not eligible for overtime compensation. The City Manager is authorized to establish reasonable standards under which employees in Pay Grades 705 through 714, 504 and 505, and 605 through 606 may receive overtime compensation.
- N. The City Manager is authorized to make adjustments in the normal schedule of duty hours for employees in Pay Grades 705 through 724, 504 and 505, and 605 through 606 granting time off from normal schedule of duty hours when appropriate, in recognition that employees in bona fide executive, administrative, and professional capacities are often required to follow irregular work schedules which exceed the normal 40 hours per week and in recognition that employees in these capacities are exempt from the provisions for overtime compensation.
- O. Jailers, who are unable to take a 30-minute meal break during their shift, are eligible to receive 30 minutes of overtime compensation with supervisory approval.

Section 212. GENERAL PROVISIONS PERTAINING TO APPOINTMENT ADVANCEMENT AND CONDITIONS OF WORK.

- A. The regular workweek for a Regular Full-Time employee shall consist of five (5) eight hour days.
- B. The City Manager is authorized to fill Regular Full-Time positions with one or more part-time employees at hourly pay rates not to exceed the normal hourly rate for the full-time position. In cases where a part-time employee is assigned to a pay grade normally utilized for Regular Full-Time employees, it shall be at the City Manager's discretion to determine appropriate levels of fringe benefits.
- C. All employees shall be paid bi-weekly or on a schedule deemed appropriate by the City Manager. The Finance Director is authorized to either compensate hourly paid employees for the actual number of hours worked during a pay period or for the average number of hours they work per pay period plus any overtime compensation earned.
- D. The City Manager may fill a vacant position, as authorized by the Table of Organization and Position Classified Plan, with a person in a different classification and pay grade. The position being filled may not be paid at a higher basic rate than that identified from the Table of Organization. The position being filled may be in another department, division or office from that identified in the Table of Organization, but the total number of positions authorized for the City may not be exceeded.
- E. The number of personnel authorized by Article I of this Ordinance may be varied to provide a training period of four (4) weeks for a new employee. The City Manager may exceed the number of personnel authorized, by more than four (4) weeks, in circumstances where a special training program is required or for other extenuating circumstances. The City Manager may temporarily replace any Regular Full-Time employee on sick leave, vacation or leave of absence. Such replacement shall be compensated in accordance with this Ordinance at the discretion of the City Manager.

- F. The number in a pay grade designation authorized by the Table of Organization and Position Classification Plan in Article I may temporarily be exceeded so that an employee may be placed in a higher pay grade designation because of increased duties and responsibilities. In this respect, the City Manager is bound only by the total authorized positions for the entire Department. Nothing herein contained shall permit transgressions of the rules and regulations as established by the Civil Service Commission.
- G. An employee advanced to a higher position through a permanent promotion or reclassification may, or may not, receive an increase in pay at the sole discretion of the City Manager. The effective date for any such pay increase shall be determined at the sole discretion of the City Manager.
- H. It shall be at the discretion of the City Manager to either fill or leave vacant any positions authorized by this Ordinance.
- I. The City Manager is authorized to exceed the total number of personnel authorized by Article I for any position when he determines it appropriate to do so in order to comply with a directive of, or otherwise satisfy, a court, the Kettering Civil Service Commission, or other review agency. The City Manager may, at his or her sole discretion, exceed the total number of personnel authorized by Article I, for a temporary or extended period of time, when he identifies circumstances he deems justifies such action.
- J. The City Manager is authorized to establish different rates of pay for positions delineated by this Ordinance. However, such rates of pay may not exceed the maximum rate specified for the position(s) by the designated pay grades.
- K. It is within the City Manager's authority to close any or all City facilities in the event of extreme weather or other emergency situations. It is also at the City Manager's discretion to determine if and how City employees who either work or don't work under such circumstances be compensated.
- L. The City Manager is authorized to set initial accrual rates for vacation leave and initial sick leave balances for employees, with consideration to prior employment and length of service. This authorization confirms the City Manager's authority to continue the practice of crediting service time for vacation leave accrual purposes and transferring unused sick leave balances from prior public service with the State of Ohio or its political subdivisions and other Ohio public agencies, to the extent he deems appropriate. Furthermore, the City Manager is authorized to adopt similar practices for employees having prior public service outside the State of Ohio, or who were previously employed in private sector or federal employment.
- M. In a Payroll Year consisting of more than twenty-six (26) biweekly Pay Periods, the annual salary rates set forth in this Ordinance, as well as the annual sick leave and vacation leave accrual rates, may be exceeded so as to insure that employees' biweekly earnings, and sick leave and vacation leave accrual rates, remain at the same level as in biweekly Pay Periods falling within a twenty-six (26) Pay Period Payroll Year. This provision also applies to the City Manager and members of City Council.
- N. The City Manager is authorized to compensate City employees for the home care of City-owned canines.
- O. For employees that receive City-paid deferred compensation as part of their total annual compensation, the hourly-pay-rate used to compute the conversion of paid-leave-to-cash shall also include the calculable hourly rate for such deferred compensation. Such paid-

leave-to-cash conversions include: Terminal pay for accumulated vacation leave or sick leave that is subject to conversion at separation from employment; accumulated leave that is subject to conversion in conjunction with any City-administered leave conversion program; any conversions of paid-leave-to-cash that may be payable to a deceased employee's estate as a final payroll transaction; and any conversions of accumulated sick leave to cash that is payable as a death benefit to a beneficiary or an employee's estate.

Article III. SUPPLEMENTARY BENEFITS FOR REGULAR FULL-TIME EMPLOYEES.

Section 300. EMPLOYEE HEALTH INSURANCE.

- A. Coverage provided by the employee group health benefit plan(s) shall be as stated in the plan documents on file with the City's insurance carriers. The City shall pay its share of the cost of insurance coverage for all Regular Full-Time employees who request coverage and subscribe to an available plan designation. The City Manager is authorized to make available to and determine the rate of contribution to be paid by Regular Full-Time employees who the City Manager deems eligible for health insurance through the City's group plan(s). The City Manager, may, at his or her discretion, provide an Employee Wellness Program to eligible employees.
- B. The City may, at the City Manager's discretion, continue to pay its share of the insurance costs for Regular Full-Time employees who are ill but have exhausted all accumulated Leave and are being carried in a status of Leave Without Pay. The City Manager may, at his or her discretion, continue insurance coverage for employees seeking a disability retirement for a limited period of time beyond the employee's date of separation; or for the family of a deceased employee for a limited period of time beyond the employee's death. Extension of such coverage is subject to requirements of the group health benefit plan(s) as allowed by the law.
- C. The City Manager may, at his or her discretion, authorize that the City contribute to Health Savings Accounts or Health Reimbursement Accounts for medical care for City employees in addition to contributing to a medical insurance policy.
- D. The City Manager may authorize payment to an employee or insurance carrier in order to reduce the City's insurance liability for an employee and/or family members.
- E. The City Manager may insure or self-insure, in whole or in part, for insurance plans under this Section when, in his or her sole determination, doing so would be in the best interest of the City for economic or administrative reasons.
- F. The City Manager may, at his or her discretion, provide Optional Dental Insurance and/or Vision Insurance to employees and elected officials as deemed eligible.

Section 301. EMPLOYEE LIFE INSURANCE.

Effective on the date of hire and allowed by policy, the City will provide each Regular Full-Time employee in Pay Grades 3 through 54, 80 through 82, 100 through 112, 200 through 211, 304 through 306, 401 through 406, 504 and 505, 605 through 606, and 705 through 724, with a term life insurance policy in an amount not to exceed the employee's base annual salary at the time of death plus an equal amount for accidental death and dismemberment coverage.

Where there are changes in term life insurance coverages above, the amount of term life insurance coverage applicable to eligible employees shall be as provided for in previous Ordinances, until such time as new life insurance coverage is obtained and implemented by the City.

The City Manager may insure or self-insure, in whole or in part, for insurance plans under this Section when, in his sole determination, doing so would be in the best interest of the City for economic or administrative reasons.

Voluntary term life insurance coverage, as allowed by policy, may be made available for purchase by eligible employees on their own life, and the life of eligible dependents, including spouse and child(ren). Regular Full-Time employees, elected officials and Regular Part-Time employees who the City Manager deems eligible may purchase voluntary life insurance through the City's group plan(s).

Section 302. AUTHORIZED ABSENCE.

A. VACATION LEAVE

- (1) Regular Full-Time employees (excluding Firefighters in Pay Grades 401 through 406, Fire Captains in Pay Grades 605 and 605-1, Fire Battalion Chiefs in Pay Grade 606, Patrol Officers in Pay Grades 304 through 306 and Police Sergeants and Lieutenants in Pay Grades 504 and 505) are entitled to Vacation Leave with pay at the following accrual rates in accordance with the length of service criteria as indicated below:

<u>Length of Service</u>	<u>Days per Year</u>	<u>Hours per Year</u>
Up to 5 years	10	80
Over 5 and up to 10 years	12	96
Over 10 and up to 15 years	16	128
Over 15 and up to 20 years	20	160
Over 20 and up to 25 years	23	184
Over 25 years	25	200

Vacation leave shall be accrued on a prorated basis as determined by the City Manager.

- (2) Fire Battalion Chiefs in Pay Grade 606, are entitled to Vacation Leave with pay at the following accrual rates in accordance with the length of service criteria as indicated below:

<u>Length of Service</u>	<u>Days per Year</u>	<u>Hours per Year</u>
Up to 5 years	10	80
Over 5 and up to 10 years	13	112
Over 10 and up to 15 years	18	144
Over 15 and up to 20 years	21	168
Over 20 years	25	200

Fire Battalion Chiefs assigned to work schedules which average fifty-six (56) hours per week accrue vacation leave at rates of 1.4 times the hourly rates shown above. When a Fire Battalion Chief is transferred to a fifty-six (56) hour workweek schedule, any balance of vacation leave is multiplied by 1.4. When a Fire Battalion Chief is transferred off a fifty-six (56) hour week schedule, any balance of vacation leave will be multiplied by five-sevenths (5/7).

Vacation leave shall be accrued on a prorated basis as determined by the City Manager.

- (3) Regular Part-Time employees accrue Vacation Leave at the same rate as Regular Full-Time employees subject to the vacation leave accrual table in Section 302.A.(1):

however, such leave is prorated on actual hours worked. Regular Part-Time employees are identified in the Table of Organization (Article I.) as holding Regular Part-Time positions in contrast to Part-Time/Temporary Positions which are seasonal or intermittent.

- (4) Vacation Leave accrued and Vacation Leave taken shall be accounted for on a Vacation Year basis. The Vacation Year extends from the first day of the pay period closest to October 1st of one calendar year through the last day of the pay period closest to September 30th of the following calendar year, however, the City Manager is authorized to designate alternate Vacation Year periods for employees. The City Manager may also extend Vacation Year Periods for employees on a case-by-case basis. An employee may not use Vacation Leave for a period of ninety (90) days after initial appointment or last break in service, unless special exception is made by the City Manager on an individual basis to waive or reduce this period.
- (5) An employee may carry accumulated Vacation Leave forward to the next Vacation Year. The total amount of accrued Vacation Leave may not exceed thirty (30) days at the beginning of any Vacation year, except that when an employee in Pay Grades 3 through 54, 80 through 82, 100 through 112, 200 through 211, 304 through 306, 401 through 406, 504 and 505, 605 through 606, and 705 through 724 has provided written notice of her/his commitment to retire on a specific date, in which case no limit shall be placed on the accumulation of his/her vacation leave from the date of receipt of such notice of her/his retirement date or for the period of one year preceding her/his retirement date, whichever is shorter. Vacation Leave actually taken during any Vacation Year may be charged to vacation leave accruing during such Vacation Year without regard to the thirty (30) day limitation. Accrued Vacation Leave in excess of thirty (30) days (three hundred thirty-six (336) hours for Firefighters, Fire Captains and Fire Battalion Chiefs working fifty-six (56) hour average workweeks) is dropped and lost at the end of the last day of each Vacation Year.
- (6) When an employee reaches an anniversary date entitling the employee to an increased rate of accumulation, he shall be credited with the increased rate at the start of the pay period closest to the anniversary date. Eligibility to use this additional accumulation begins as soon as accumulation begins.
- (7) To provide flexibility in vacation scheduling, employees with over one year's service shall be permitted, at the discretion of the City Manager, to obtain up to ten (10) days of Vacation Leave credit in advance of accrual. Advance credit, however, shall be covered by Vacation Leave accrual by the end of the Vacation Year, unless special exception is made by the City Manager on an individual basis to extend the allowable time period to cover advance credit by Vacation Leave accrual. The City Manager is authorized to make special exception, on an individual basis, to waive or reduce the one-year service requirement for authorizing an advance of Vacation Leave credit to an employee. The City Manager may authorize employees to contribute earned vacation hours to an account for utilization by other employees or employee groups to fulfill the obligations of collective bargaining agreements.
- (8) The primary purpose of Vacation Leave is to provide employees the opportunity for rest and recuperation. Therefore, it is expected that employees will normally schedule one vacation period per year rather than accumulate Vacation Leave from year to year. Although scheduling of employee Vacation Leave shall be the responsibility of department directors and chiefs and shall be consistent with an efficient work schedule, the requests and needs of employees shall be given due consideration.
- (9) Whenever an employee shall leave the City's employ, he shall be entitled to remuneration for the amount of unused Vacation Leave he has accumulated except

for employees who leave the City's employment before completing six (6) months of service.

B. SICK LEAVE

- (1) Regular Full-Time employees accrue Sick Leave at the rate of 15 days, or 120 hours per year on a prorated basis as determined by the City Manager. Fire Battalion Chiefs assigned to fifty-six (56) hour workweek schedules accrue Sick Leave at 1.4 times the normal rate or 168 hours per year. When a Fire Battalion Chief is transferred to a fifty-six (56) hour workweek schedule any balance of Sick Leave will be multiplied by 1.4. When a Fire Battalion Chief is transferred off a fifty-six (56) hour workweek schedule, any balance of Sick Leave will be multiplied by five-sevenths (5/7). The total amount of accrued Sick Leave for Fire Battalion Chiefs in Pay Grade 606 on a fifty-six (56) hour workweek schedule may not exceed 2,912 hours. The total amount of accrued Sick Leave for employees on a 40 hour workweek schedule in Pay Grades 3 through 54, 100 through 112, 606, and 705 through 724 may not exceed 2,080 hours. Regular Part-Time employees accrue Sick Leave at the same rate as Regular Full-Time employees; however, the amount of leave accrued is prorated based upon actual hours worked. Employees who are ill and have exhausted all accrued Sick Leave may be granted, at the discretion of the City Manager, up to ten (10) days of Sick Leave credit in advance of accrual. Advance credit, however, shall be covered by Sick Leave accrual within one 12-month period, unless special exception is made by the City Manager on an individual basis to extend the allowable time period to cover advance credit by Sick Leave accrual or to waive the requirement for repayment of advanced Sick Leave.
- (2) Sick Leave is not to be used as vacation or time off. The City Manager or the City Manager's representative may at any time request a doctor's certificate as proof of illness before Sick Leave compensation is paid.
- (3) One-half of all accumulated Sick Leave shall be paid to a designated beneficiary upon the death of a current employee, except that no more than 260 days sick leave accumulation shall be counted in computing death benefits for the beneficiary of an employee eligible to accrue sick leave. Such payment will be in a lump sum based upon the employee's hourly rate of pay at the time of death (excluding any premium pay). If there is no valid written designation of beneficiary on file, or if the designation is for any reason ineffective, the payment shall be made to the employee's estate except that the City may authorize the payment of such amount to any one or more of the surviving spouse, adoptive parents, lineal descendants by adoption, or blood relatives of the employee, or a beneficiary to receive payments after the death of the employee under the State Retirement System, and any such payment shall be in complete discharge of liability with respect to the amount so paid.
- (4) At retirement an employee who has accumulated fifty (50) or more Sick Leave days may convert one-third of all accumulated Sick Leave days in excess of fifty (50), but not more than 260 days, to a lump sum payment. A Fire Battalion Chief's Sick Leave will be computed on a forty (40) hour workweek basis at retirement so as to apply these provisions. These provisions do not apply to service separations other than retirements.

C. INJURY LEAVE

1. Leave with pay may be granted by the City Manager for service connected occupational illness or injury. Compensation for lost time received by the employee from the Bureau of Workers' Compensation and/or the Industrial Commission shall

be paid to the Finance Director for such times as the employee received full wages from the City.

2. Injury Leave provisions also apply to Regular Part-time employees.

D. FUNERAL LEAVE

Up to three (3) days Funeral Leave may be granted when a death occurs in the immediate family of an employee, except that up to five (5) days may be granted in the event of the death of an employee's spouse, child, stepchild, parent or parent-in-law. For the purposes of this ordinance, an immediate family is interpreted to include spouse, parent, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, stepchild, grandchild, half-brother, half-sister, or other relative living in the same household. One (1) day's funeral leave may be granted when the death is of a more distant relative. The City Manager may establish different Funeral Leave schedules to accommodate special work schedules or circumstances. Funeral Leave provisions also apply to Regular Part-Time employees.

E. MILITARY LEAVE

1. Short Term Military Leave

a. All Regular Full-Time employees are entitled to leave to perform military duty in the uniformed services, either state or federal, for up to 22 eight-hour work days or 176 hours in any calendar year. An employee taking such military leave shall receive the difference between his/her military pay and his/her regular pay for the period of military duty upon presentation to the Finance Director of satisfactory evidence of military pay. The City shall continue to provide group medical insurance and group life insurance coverage during the employee's military leave. During such Short Term Military Leave, an employee shall be considered to be on a leave of absence without separating the employee from their public service position.

b. These Short Term Military Leave provisions also apply to Regular Part-Time employees on a prorated basis.

2. Extended Military Leave

a. All Regular Full-Time employees are entitled to leave to perform military duty in the uniformed services, either state or federal. Any absence beyond that provided for in Paragraph E. 1. a. of this Subsection, that is not otherwise covered by a City approved paid leave of absence, may result in a separation from the employee's public service position until he or she returns to employment with the City of Kettering. Such leave shall be known as "Extended Military Leave."

b. Regular Full-Time employees called to begin active service in the uniformed services pursuant to an Order by the President of the United States, an Act of Congress or by action of the Governor, shall receive the following Extended Military Leave benefits, subject to the following limitations:

i. Any questions regarding an employee's eligibility for Extended Military Leave benefits or the procedures to followed, shall be subject to the City Manager's authority.

ii. An eligible employee's Extended Military Leave benefits, paid leave and City-provided group medical insurance coverage, will continue throughout the duration of their active military duty, not to exceed a period of 24 months from the commencement of his/her Extended Military Leave. The extension of City-provided group medical insurance coverage may be subject to restrictions by the insurance carrier, insurance contract or other medical plan documents.

iii. Payment of paid "Military Leave" to an eligible employee on Extended Military Leave, shall be in an amount equal to the difference between the employee's regular wage as a City of Kettering public employee and the sum of the employee's gross military pay and allowances received for the period of military duty, contingent upon presentation to the Finance Director of satisfactory evidence of military pay. The Finance Director is authorized to make estimated advance Military Leave payments in the administration of this provision.

iv. Eligible employees may elect to receive continuation of City provided group health insurance coverage, including eligible dependent coverage; however, such coverages are subject to the same exclusions and limitations currently in effect by the carrier or as may be placed in effect by the carrier subsequent to the passage of this Ordinance. In a similar manner, the City Manager may, at his or her discretion, authorize eligible employees to receive the continuation of other insurance benefits. The premium cost for such coverage shall be paid by the City, to the same extent such premium costs are paid for by the City for other similarly classed employees.

c. Except for as provided in Section 302. Authorized Absence, Subsection E. Military Leave, no other Extended Military Leave benefits are provided.

1. Authority - The provisions of Section 302. Authorized Absence, Subsection E. Military Leave, are intended to entirely replace the provisions of O.R.C. Section 5923.05.

F. AUTHORIZED LEAVE-WITHOUT-PAY

- (1) BIRTHING PARENT AND BONDING LEAVE. A regular full-time or regular part-time employee who is pregnant may use a combination of different leaves, if necessary, during the course of a pregnancy and the birth of the child(ren). Sick Leave may be used under the conditions set forth in Policy No. 301: Sick Leave. Unless supported by satisfactory medical evidence, sick leave for childbirth will not be available beyond six (6) weeks after the birth of the child(ren). Earned Vacation Leave, Personal Leave and EDOs may be used at any time during the course of the pregnancy, and/or

following the birth of the child(ren), in accordance with Policy No. 302: Vacation Leave, and Policy No. 303: Personal Leave and EDOs.

- (2) SPECIAL LEAVE. Leave-Without-Pay for personal reasons may be granted by the City Manager upon request for periods not in excess of ninety (90) calendar days. Employees absent due to illness 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 approval of the City Manager. Upon return from such leave, the employee will be reinstated to the employee's old position, if it is available, or to one of equal grade. The City may, at the employee's request, continue to pay its share of the premium for the employee's medical care and life insurance.

G. JURY DUTY

When an employee is called to serve as a juror in any court, the City Manager may authorize that the employee continue to receive her or his regular City pay during that period she or he serves as a juror. Jury Duty provisions also apply to Regular Part-Time employees.

H. ADMINISTRATIVE LEAVE

The City Manager has the authority to grant paid administrative leave when in his or her discretion no other type of leave is appropriate.

Section 303. HOLIDAYS.

- A. The following eleven (11) days shall be holidays for which all Regular Full-Time and Regular Part-Time employees shall receive their regular compensation:

New Year's Day	
Dr. Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	
Independence Day	
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	
Christmas Eve	
Christmas Day	

- B. For employees in Pay Grades 304 through 306, and Pay Grades 504 and 505, December 31st is designated as a holiday in lieu of the Day After Thanksgiving.
- C. The City Manager is authorized to make adjustments in the holidays designated in "A" and "B" above, particularly when any of the above designated days falls on a Saturday or Sunday, providing that there shall be a total of eleven (11) paid holidays recognized for any one calendar year.
- D. Crossing Guards shall receive their regular compensation (i.e., holiday pay) for all City recognized holidays above, with the exception of Juneteenth and Independence Day. In addition, Crossing Guards shall also receive their regular compensation for any School District Calamity Day or In-Service Day / Professional Trade Day that occurs while schools are in session. No holiday pay shall be due Crossing Guards for holidays and/or school breaks recognized by the School District that differ from City recognized holidays.

- E. Full-time employees eligible for overtime compensation, except those described in paragraph G, shall receive two (2) times their regular rate in addition to their regular compensation (holiday pay) for work performed on the day observed as the holiday, or for Firefighters, on the actual holiday, unless the holiday is a regular scheduled work day. An exception is that the City Manager may stipulate that one and one half times the regular rate be paid for such overtime on Labor Day.
- F. Fire Battalion Chiefs working a four (4) 10-hour day/work schedule will receive 10 hours holiday pay if the recognized holiday falls on the employee's normally scheduled work day; if the recognized holiday does not fall on a Fire Battalion Chief's normally scheduled work day, the Fire Battalion Chief will receive no holiday pay. The City Manager may make adjustments in a Fire Battalion Chief's holiday hours/pay to avoid potential inequities resulting due to a Fire Battalion Chief's schedule.
- G. Fire Department personnel assigned to rotating or other shifts which require an employee to regularly work a full work schedule during the week in which a holiday occurs will be paid an extra day's pay for each such holiday. Such Regular Full-Time employees who are regularly eligible for overtime pay shall receive double their regular rate for work on a holiday in excess of a regular eight (8) hour shift or twenty-four (24) hour shift for Firefighters assigned to a fifty-six (56) hour average workweek schedule. The City Manager may, at his or her sole discretion, extend similar double-time provisions to Regular Part-Time employees in the Police Department who work on a holiday in excess of their regularly scheduled hours.
- H. PERSONAL LEAVE AND EARNED DAYS OFF
- (1) In addition to the eleven (11) paid holidays indicated above in this Section, each Regular Full-Time employee may be granted three (3) days (24 hours) of paid Personal Leave annually. Regular Full-Time Police Department Uniformed Deputy Bailiffs and Jailers may be granted four (4) days (32 hours) of paid Personal Leave annually. Paid Personal Leave must be scheduled in advance and be approved by the department director.
 - (2) Personal Leave will be accounted for on an annual basis, as determined by the City Manager, with no accumulation or carryover from one year to the next. An employee is entitled to his or her Personal Leave Credit for the year during which he or she received an initial appointment, provided employment commenced prior to October 1st, except that an employee may not receive credit for his or her third, fourth or fifth day of paid Personal Leave unless employment commenced prior to July 1st. An employee is not entitled to a Personal Leave day until a minimum of thirty (30) days have elapsed after initial appointment or last break in service, unless special exception is made by the City Manager on an individual basis to waive or reduce this period.
 - (3) A Fire Battalion Chief assigned to a fifty-six (56) average hour workweek schedule shall not receive Personal Leave days but instead shall receive twelve (12) EDOs annually. EDOs must be scheduled in advance in compliance with Fire Department procedures and approved by the Fire Chief. The Fire Chief will determine the smallest increments in which EDOs are accounted for, with no accumulation or carryover from one year to the next.

Section 304. EDUCATIONAL ASSISTANCE.

- A. The City will pay 80% of the tuition costs, necessary fees and texts for courses related to a Regular Full-Time employee's current position or her/his preparation for career advancement. The maximum payment for all Regular Full-Time employees shall be \$1,000 per calendar year.
- B. Requests for educational assistance must be submitted by an employee to the City Manager through division and department directors and the Director of Human Resources.
- C. If the employee's service with the City is terminated for any reason within two (2) years of completion of the course, the City Manager may require that he or she return the City's outlay on a pro rata basis.
- D. The City Manager may authorize the advance of educational assistance for an employee from future years and formulate an equitable arrangement for pay back to the City should the employee terminate their service with the City.

Section 305. UNIFORM ALLOWANCE.

- A. Upon appointment, Regular Full-Time employees in the positions of Police Chief, Fire Chief, Police Captain, Assistant Fire Chief, Fire Battalion Chief, Police Lieutenant, Fire Captain, Civilian Dispatch Supervisor, Police Sergeant, Patrol Officer and Firefighter shall be furnished minimum uniform requirements which remain City property until the individual has served one (1) year. All of the above employees issued uniforms shall receive an annual uniform allowance to be distributed in four (4) equal payments at the beginning of each quarter except that the uniform maintenance allowance is only paid to an eligible employee after the employee's completion of one (1) year of service. In the event that an employee leaves the City's employment prior to the end of the quarter, no refund on uniform allowance shall be required. The Police Chief and Police Captains, shall receive an annual uniform maintenance allowance of \$1,500. The Fire Chief, Assistant Fire Chiefs and Fire Battalion Chiefs shall receive an annual uniform maintenance allowance of \$700 (beginning in 2013), in conjunction with their participation in a Quartermaster Program.
- B. The City Manager is authorized to provide a uniform allowance or purchase (or reimburse employees for the purchase) or rent uniforms, including safety/work shoes, for those employees for whom he determines such an arrangement is appropriate. The extent and provision of such arrangement shall be at the discretion of the City Manager. All clothing furnished shall remain the property of the City.
- C. In lieu of, or in combination with, the annual uniform allowances specifically provided for in Section 305.A., the City Manager is authorized to purchase or rent uniforms, including safety/work shoes, as provided for in Section 305.B. When using this provision, the City Manager may reduce or eliminate such allowances and vary the amount and interval of any allowance to be paid to an employee.

Section 306. ANNUAL PHYSICAL EXAMINATION OF CITY MANAGER, DEPARTMENT AND DIVISION DIRECTORS.

The City Manager may authorize payment to an appropriate medical facility or physician, for the administration of an annual physical examination to employees and/or officials at the level of City Manager, Assistant City Manager, Department Director and Division Director.

Section 307. FLEXIBLE SPENDING ACCOUNTS, HEALTH SAVINGS ACCOUNTS AND HEALTH REIMBURSEMENT ACCOUNTS

- A. Regular Full-Time employees, and other employees, as deemed eligible by the City Manager, may participate in Flexible Spending Accounts (FSAs), Health Savings Accounts (HSAs), Health Reimbursement Accounts (HRAs) and other benefit arrangements qualifying under Sections 105, 125 and 223 of the Internal Revenue Code. Such accounts are provided for under a Plan Document (the "Plan") and allow eligible employees to take advantage of tax-effective opportunities to pay for certain benefits with before-tax dollars.
- B. On behalf of the City of Kettering, the City Manager is authorized to sign Plan Documents (the "Plan") adopting, implementing, maintaining and revising Flexible Spending Accounts, Health Savings Accounts, Health Reimbursement Accounts, and other accounts; all such accounts qualifying under Sections 105, 125 and 223 of the Internal Revenue Code.
- C. On behalf of the City of Kettering, the City Manager is authorized to sign agreements, and amendments to same, with a third party administrator in order to provide for the administration of the Plan or portions thereof. The City Manager is authorized to set Plan Year effective dates for each Plan Account, and to set eligibility dates for various employee groups to begin Plan participation.
- D. The Plan's design may include the following Accounts (illustrative only), which are subject to the provisions of the Plan and applicable IRS regulations:
 - 1. Dependent Care – Flexible Spending Account — Employees may pay for qualifying dependent/child care expenses on a before-tax basis.
 - 2. Medical Reimbursement – Flexible Spending Account and Health Savings Accounts, and Health Reimbursement Accounts — Employees may pay for qualifying unreimbursed health care expenses incurred for themselves and eligible dependents on a before-tax basis.

Article IV. ADMINISTRATIVE AND PROCEDURAL MATTERS.

Section 400. The Finance Director may expend City funds as approved by the City Manager for supplies, food, beverages and staff support at meetings, work sessions or other gatherings of City employees, Council, Boards, Commissions, Committees, Volunteers and guests.

The City Manager is authorized, and at his or her sole discretion, may approve the purchase of alcoholic beverages for the functions stated in Sections 400 and 401, especially where he deems such purchase and consumption is consistent with the promotion of the general business of the City, the welfare of the municipality, and recognition determined to be in the best interests of the City.

Section 401. In recognition of years of service and in recognition of special contributions made by members of City Council, City Employees, members of boards and commissions and other volunteers, the City Manager may authorize the expenditure of City funds, as appropriate, for service awards, recognition awards, items of monetary value and to assume/offset payroll withholdings that an award recipient might otherwise be obligated for, in a manner consistent with such recognition.

Section 402. CLAIMS FOR LOSS OF EMPLOYEE PROPERTY.

- A. The City will not accept responsibility for any loss of employee's personal property incurred either on or off of duty except when an employee has been suddenly and unexpectedly called out for emergency duty without an opportunity to divest themselves of personal property attached to the employee's body, such as apparel, fountain pens, watches, dentures or inexpensive jewelry. In no case will the City assume responsibility for expensive watches, jewelry, or other costly items which should be insured by the owners.
- B. No reimbursement will be made to employees for articles that are not normally worn or attached to the body or for articles that are deliberately taken to work by them for their own satisfaction. Nor will any reimbursement be made to employees by the City for losses sustained as a result of their misconduct. In those cases, where reimbursement is authorized, it will be limited to no more than the actual cost of repairs or to the original cost of the items.

Section 403. PERSONNEL BONDS.

The following personnel shall be separately bonded for amounts not less than indicated:

Finance Director	\$25,000
Clerk of Courts (set by judges)	6,000
All other employees as deemed necessary by the City Manager	

All employees not covered by separate bond shall be included in the "Public Employees Blanket Coverage Endorsement." All such bonds shall be faithful performance bonds.

Section 404. POLICE PROFESSIONAL LIABILITY INSURANCE.

The City will provide Police Professional Liability Compensatory Damage Insurance Coverage for each full-time Police Officer while acting within the scope of his or her employment.

Section 405. LEGAL SERVICES FOR KETTERING SCHOOL BOARD.

The Law Director, although it is determined and provided not to be required as part of his or her normal duties, may contract with the Kettering City Board of Education to provide it legal services.

Section 406.

The City will pay the Ohio Supreme Court registration fees for all full-time City Attorneys.

Section 407. CAR ALLOWANCE.

The City Manager, at his or her sole discretion, may authorize payment of a car allowance in the amount of not more than \$375 per month, in lieu of providing City vehicles, to certain staff.

Section 408. EFFECTIVE DATE OF COMPUTATIONS.

Any changes in Article I Table of Organization and Position Classification Plan or the benefits for full-time, part-time and temporary employees, shall be computed from and after the earliest date provided by law, unless otherwise provided.

The effective date of computations for pay schedules and compensation for Regular Full-Time employees shall be computed from and after December 19, 2022, unless otherwise provided.

Compensation for the Mayor and other Council Members is controlled by and subject to Section 3-5 of the City Charter and the Codified Ordinances, Chapter 125.

The effective date of computations for the pay schedule for non-sworn Public Safety Dispatchers in Pay Grades 80 through 82, Section 200a, shall be computed from and after May 23, 2022.

The effective date of computations for pay schedules in Section 202, (Pay Grades 200 through 211), shall be computed from and after February 28, 2022.

The effective date of computations for pay schedules in Section 203, (Pay Grades 304 through 306), shall be computed from and after February 14, 2022.

The effective date of computations for pay schedules in Section 204, (Pay Grades 401 through 406), shall be computed from and after December 19, 2022.

The effective date of computations for pay schedules in Section 205, (Pay Grades 504 and 505), shall be computed from and after December 19, 2022.

The effective date of computations for pay schedules in Section 206 (Pay Grades 605 and 605-1) shall be computed from and after December 19, 2022.

The effective date of computations for pay schedules in Section 206-a., (Pay Grade 606), shall be computed from and after December 19, 2022.

The effective date of computations for pay schedules for Part-Time and Temporary employees in Section 209, paragraph A, and Regular Part-Time employees in Section 209, paragraph B, shall be computed from and after December 19, 2022.

Section 409. ORDINANCES REPEALED.

Ordinance No. 4388-22 is hereby repealed in its entirety; except that employees shall be compensated as provided for in previous Ordinances until the effective dates of these new pay schedules.

Section 410. GRANTING OF PAY INCREASES AND OTHER SUPPLEMENTAL BENEFITS.

Nothing in the pay schedules or supplemental benefits authorized by this Ordinance shall be construed to require the City to grant increases in pay or benefits above the rates or levels as were authorized in previous Ordinances. Increases in pay or benefits are at the discretion of the City Manager. Similarly, at the sole discretion of the City Manager, any one or more employees (including employees who separated employment after the effective date of pay or benefit increases, however, before such increases are calculated, paid or realized) may or may not receive part or all of any general or across-the-board pay increases or increases in benefits authorized by the City Council, or may receive it at whatever date is determined by the City Manager.

Section 412. OFFICE OF CLERK OF COUNCIL

The Mayor shall have all authority necessary to manage and supervise, in conjunction with the City Manager, all employees in the Office of Clerk of Council, including the Clerk of Council; such authority shall be the same as the City Manager's authority to manage and supervise all other employees of the City and includes, by way of example and not limitation, authority to assign additional duties, approve leave time, payroll, and schedules, evaluate employee performance, and discipline employees. The Mayor shall report to City Council from time to time regarding the exercise of this authority.

Section 413. EFFECTIVE DATE OF ORDINANCE.

This ordinance shall take full force and effect from and after the earliest period provided by law.

Passed this _____ day of _____, 2023

PEGGY LEHNER, Mayor

ATTEST:

CERTIFICATE OF APPROVAL:

LASHAUNAH D. KACZYNSKI
Clerk of Council

THEODORE A. HAMER, III
Law Director

(Requested by Human Resource Department)

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**DECLARING AS SURPLUS AND APPROVING A CONTRACT TO
SELL 48.19 ACRES OF CITY-OWNED PROPERTY IN
RESEARCH PARK**

WHEREAS, the City seeks to preserve jobs, increase employment opportunities, and to encourage establishment of new jobs within the corporate boundaries of the City, in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, Industrial Commercial Properties has offered to purchase 48.19 acres, more or less, of City-owned property located along the South side of Research Boulevard (Patterson Road), for development which will in turn preserve and/or create positive employment and economic activity in the City;

NOW THEREFORE, Be It Resolved by the Council of the City of Kettering, State of Ohio, that:

Section 1. Council hereby ratifies and approves the Economic Development and Contract Of Purchase And Sale attached hereto as Exhibit 1. The City Manager is hereby authorized to enter into that contract on behalf of the City of Kettering and to dispose of the real estate described therein, and to take any and all additional action necessary and proper to do so. The City Manager is further authorized to sign any amendments or extensions thereto and any other related agreements and instruments that the City Manager deems appropriate.

Section 2. The real property described in Exhibit 1 is hereby declared as surplus property and no longer required for municipal purposes effective as of the date of closing.

Section 3. As provided in Section 4-8 of the City Charter, this Resolution takes effect immediately upon its adoption.

Passed by Council this _____ day of _____ 2023.

PEGGY LEHNER, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI
Clerk of Council

THEODORE A. HAMER III,
Law Director

(Requested by: City Manager's Office)

**ECONOMIC DEVELOPMENT AND
CONTRACT OF PURCHASE AND SALE**

This ECONOMIC DEVELOPMENT AND CONTRACT OF PURCHASE AND SALE (this "Contract") is made and entered into as of _____, 2023, by INDUSTRIAL COMMERCIAL PROPERTIES LLC, an Ohio limited liability company, with an address of 6110 Parkland Boulevard, Mayfield Heights, Ohio 44124, Attn: Christopher Semarjian ("Buyer") and CITY OF KETTERING, OHIO, an Ohio municipal corporation, with an address of 3600 Shroyer Road, Kettering, Ohio 45429, Attn: Amy Schrimpff ("Seller").

RECITALS:

A. Seller desires to promote the development and redevelopment of the City of Kettering, Ohio, creation of jobs, expansion of the tax base, improvement of the quality of life, removal of blighting influences and the avoidance of blight, maintenance of property values, prevention of piecemeal development, and the discouragement of strip commercial development.

B. Seller is the owner in fee simple of approximately 48.19 acres of certain vacant and undeveloped real property located along the South side of Research Boulevard (Patterson Road), within the Miami Valley Research Park, Montgomery County, Ohio, identified as Parcel ID Number N64 03501 0002 and as more particularly described on Exhibit A attached hereto as a part hereof (collectively, the "Property").

C. Buyer desires to buy the Property from Seller, pursuant to the terms and conditions in this Contract, subdivide it, and construct a facility that is at least 150,000 s.f. on a subdivision of the Property for an end user that commits to bringing at least 100 jobs and a payroll of \$9,000,000.00 to the Property (the "Project").

D. To facilitate the Project and to promote the retention and/or potential creation of employment opportunities within the City of Kettering, Ohio, Seller has agreed to sell the Property to Buyer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, and other good and valuable consideration, receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

TERMS AND CONDITIONS

1. Purchase and Sale. Seller agrees to sell, convey and transfer the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions set forth below.
2. Terms of Sale.

(a) Purchase Price. The purchase price for the Property is One Million Seven Hundred Thousand and 00/100 DOLLARS (\$1,700,000.00) (the "Purchase Price") and shall be paid by Buyer to Seller on the Closing Date (as hereinafter defined) by wire transfer of immediately available federal funds to such account as Seller may designate.

(b) Deposit. Within five (5) days after the full execution and delivery of this Contract by both parties (the "Effective Date"), Buyer shall deposit with NorthStar, a division of Stewart Title Company, 20445 Emerald Parkway, Suite 200, Cleveland, Ohio 44135 ("Title Company" or "Escrow Agent") the amount of Twenty-Five Thousand and 00/100 DOLLARS (\$25,000.00) (the "Deposit"). The Deposit shall be credited to Buyer against the Purchase Price at the closing or otherwise retained by Seller or refunded to Buyer in accordance with the terms of this Contract. Upon the expiration of the Due Diligence Period, as may be extended (as defined in Section 5), provided that Buyer has not terminated this Contract, Buyer shall make an additional deposit of Twenty-Five Thousand and 00/100 DOLLARS (\$25,000.00) which shall be deemed part of the Deposit.

3. Post-Closing Economic Development.

Following Closing:

(a) Buyer will proceed in good faith and with all reasonable dispatch to subdivide the Property into three (3) lots, dedicate a portion of the Property for public right of way and construct site utilities and a new public road, including sidewalks, serving the lots. "Site utilities" shall mean water lines, sanitary and storm sewers, electric and natural gas lines, and telecommunications lines to serve the Property. Such site utilities and public road serving the lots shall be collectively referred to herein as the "Improvements";

(b) Buyer shall design and prepare drawings and specifications for the Improvements, meeting the subdivision requirements of the Seller and the design requirements of the applicable utility providers ("Plans"). After successful signing of a lease with a user meeting the requirements of Section 3(d) below and the commencement of facility construction as required in Section 3(c), Buyer shall build, supervise, and supply all labor, materials, equipment, and tools necessary to fully complete the Improvements. The Improvements are subject to Ohio's prevailing wage laws and Buyer will fully comply. Buyer and Seller will enter into a separate Improvements Construction Contract, subject to approval by the Buyer and Kettering City Council, which shall govern all details of the construction and reimbursement of the Improvements. Upon completion of the construction of the Improvements, Seller shall reimburse Buyer for the costs and expenses in connection with the construction of such Improvements, in an amount to be agreed upon by the parties, but not to exceed the Purchase Price, as will be detailed in the Improvement Construction Contract. Completion of the Improvements shall be determined in accordance with Seller's normal subdivision processes. Buyer will supply Seller with a set of the Plans in AutoCad or other acceptable electronic format;

(c) Buyer will proceed in good faith and with all reasonable dispatch to construct a facility not smaller than 150,000 s.f. on a subdivision of the Property on or before

December 31, 2024. The facility and the facility's use will comply with all applicable laws, rules, regulations, covenants, conditions, and restrictions;

(d) Buyer will proceed in good faith and with all reasonable dispatch to negotiate a lease agreement with an end user to initially occupy the facility. The end user will commit to bring at least 100 jobs and a payroll of \$9,000,000.00 to the Property or some other job creation and payroll commitments documented in a JobsOhio offer letter and acceptable to Seller in Seller's sole discretion. Buyer will attempt to have a lease with the end user fully executed by both parties on or before December 31, 2023. The end user's use of the facility will comply with all applicable laws, rules, regulations, covenants, conditions, and restrictions; and

(e) Buyer will proceed in good faith and with all reasonable dispatch to find desirable users for the remaining lots and to develop those lots in compliance with all applicable laws, rules, regulations, covenants, conditions, and restrictions.

(f) Right to Repurchase and Sell.

(i) In the event that Buyer has not complied with its obligations under Section 3(c) of this Contract, then Seller shall have the one-time right, but not the obligation, to re-purchase ("Seller's Right to Repurchase") any unleased portions of the Property from Buyer ("Unleased Property"), which, if exercised, shall be exercised by Seller providing written notice to Buyer no later than February 28, 2025, and Buyer shall have the obligation to sell the Unleased Property to Seller upon the terms and conditions set forth in this Section 3(f). "Unleased" shall mean any portion of the Property not subject to a valid and subsisting multi-year lease agreement between Buyer and a user bringing at least 100 jobs and a payroll of \$9,000,000.00 to the Property, unless Seller has explicitly waived in writing Seller's Right to Repurchase as to such applicable portion of the Property. Seller's Right to Repurchase, in accordance with the terms and conditions set forth in this Section 3(f), shall be Seller's sole remedy in connection with Buyer's failure to comply with its obligations set forth in Sections 3(a) through (e) above. Further, in the event that Buyer has been unable to satisfy Section 3(c) of this Contract, then Buyer shall have the one-time right, but not the obligation, to sell ("Buyer's Right to Sell") the Unleased Property to Seller, which, if exercised, shall be exercised by Buyer providing written notice to Seller no later than February 28, 2025, and Seller shall have the obligation to buy the Unleased Property from Buyer upon the terms and conditions set forth in this Section 3(f). In the event that Seller exercises Seller's Right to Repurchase or Buyer exercises Buyer's Right to Sell, the purchase price of the Unleased Property ("Unleased Property Purchase Price") to be paid shall be the Purchase Price set forth in this Contract, plus up to \$200,000.00 in Buyer's direct costs and expenses related to the Property and paid to third parties, and which were not the obligation of or paid by a user or other party, and were not reimbursed pursuant to the Improvements Construction Contract set forth in Section 3(b) above. Such costs and expenses are further limited to Buyer's costs necessary and directly related to preparation of subdivision plans, site plans, Improvement plans, environmental site assessments, surveys, and geotechnical studies for or of the Property. Upon payment, Seller shall be entitled to copies of any subdivision plans, site plans, Improvements plans, environmental site assessments, surveys, and geotechnical studies. Buyer must provide Seller with documentation supporting any such

costs or expenses. In the event there are costs which are eligible for reimbursement pursuant to the Improvements Construction Contract but have not yet been reimbursed from Seller to Buyer ("Pending Reimbursed Costs"), then Buyer shall elect, upon written notice to Seller, to either (x) require Seller to proceed with reimbursement to Buyer of the Pending Reimbursed Costs pursuant to the terms of the Improvements Construction Contract or (y) have such Pending Reimbursed Costs added to the Unleased Property Purchase Price. If the Unleased Property is less than the entire Property because a portion of the Property is leased, then the Unleased Property Purchase Price shall be prorated based upon the acreage of the Unleased Property in comparison to the total acreage of the entire Property and if the Unleased Property does not abut Research Boulevard, the Unleased Property Purchase Price will be reduced by twenty-five percent (25%).

(ii) The closing date of the Unleased Property will be within thirty (30) days after either Seller or Buyer gives written notice to the other of its election to exercise its rights set forth in this Section 3(f). The terms for such closing will be the same as set out in Subsection 4(c)-(g) below, excluding (d)(vi) and (vii), and with Buyer assuming Seller's obligations and Seller assuming Buyer's obligations. Buyer acknowledges that Seller would not have entered into this Contract without the terms and conditions of this Section 3. The provisions of this Section 3 shall survive Closing and shall be binding on the parties and their successors or assigns. Seller's Right to Repurchase contained herein shall be referenced in the Deed (as defined hereinafter), and Seller and Buyer, upon the request of either party, will execute a recordable memorandum of the terms hereof, which memorandum may be placed of record with the Montgomery County Recorder. Upon the expiration of Seller's Right to Repurchase and Buyer's Right to Sell, or to the extent such rights are not applicable to any portion of the Property which is leased, Seller shall work with Buyer to have Seller's Right to Repurchase removed from title to the Property. Any transfer of the Property without compliance with the terms of this Section 3 shall be void ab initio.

4. Closing; Closing Condition; Closing Adjustments and Costs; Closing Documents.

(a) Closing Date. The closing of the purchase contemplated herein shall be on a date (the "Closing Date") selected by Buyer that is no later than thirty (30) days after the expiration of the Due Diligence Period. The Closing shall take place in escrow at the offices of Escrow Agent or at such other time and place as may be mutually agreed to by Buyer and Seller.

(b) Closing Condition. Notwithstanding anything set forth in this Contract to the contrary, as a condition to Closing, Buyer shall be satisfied with the Entitlements (as hereinafter defined) that it has received for the Property (the "Closing Condition"). In the event that the Closing Condition is not met by the Closing Date, Buyer may either (i) waive such Closing Condition and proceed to Closing; or (ii) terminate this Contract, in which event the Deposit shall be returned to Buyer.

(c) Closing Costs. Seller shall pay the cost of all transfer taxes and conveyance fees. The escrow fee, if any, charged by Title Company shall be split equally between Buyer and Seller. Buyer shall be solely responsible for the payment of all title examination fees and title insurance premiums necessary to provide Buyer with an owner's

policy of title insurance if Buyer desires to purchase one. All recording fees and expenses related to the filing of the Deed (as hereinafter defined) and any mortgage and other lender documents shall be paid by Buyer. Buyer and Seller shall each be responsible for the payment of their own attorneys' fees and expenses. All other closing costs shall be split equally between Buyer and Seller.

(d) Deed. On the Closing Date, Seller shall convey to Buyer fee simple title to the Property by recordable limited warranty deed (the "Deed"), free and clear of all liens and encumbrances by any party claiming by, through or under Seller, except (i) liens for real property taxes and assessments due and payable in the year of closing and thereafter, (ii) easements and restrictions of record, (iii) existing encroachments and impediments, (iv) coal, oil, gas, and other mineral rights and interests previously transferred or reserved of record; (v) governmental laws, restrictions and ordinances affecting the Property; (vi) Seller's Right to Repurchase; and (vii) a deed restriction prohibiting use of the Property for Self and Mini Storage as defined in the City of Kettering's Zoning Code. Exclusive possession of the Property shall be delivered to Buyer on the Closing Date.

(e) Other Closing Documents By Seller. On the Closing Date, in addition to the Deed, Seller shall deliver to Buyer a closing statement reflecting the Purchase Price and prorations and apportionment required herein (the "Closing Statement"); and (ii) such other documents as may be reasonably necessary or appropriate to close the purchase and sale of the Property. All such documents shall be in form and content reasonably acceptable to both Buyer and Seller.

(f) Closing Deliveries By Buyer. On the Closing Date, in addition to the Purchase Price, Buyer shall deliver to Seller a Closing Statement and any other documents that may be reasonably necessary or appropriate to close the purchase and sale of the Property. All such documents shall be in form and content reasonably acceptable to both Buyer and Seller.

(g) Tax Prorations. All real property ad valorem taxes and assessments on the Property shall be prorated as of the Closing Date, in accordance with the Montgomery County Short Form Method. Seller shall be solely responsible for any agricultural use tax (CAUV) recoupment attributable to the period of time prior to and including the Closing Date. Amounts not readily ascertainable at Closing shall be paid in an estimated amount (utilizing the most recently available charges) at Closing. Seller's obligations under this Section 4(g) shall survive the Closing and delivery of the Deed.

5. Tests, Engineering Studies and Inspections. Within ten (10) business days from the date of this Contract, Seller shall provide, or make available, to Buyer for review in connection with Buyer's due diligence, all information, materials and documents in connection with the Property in Seller's possession, including without limitation, title, surveys, engineering and environmental reports (collectively "Property Information"). Buyer and any agent or representative of Buyer shall have the right, at any time during regular business hours, after the date of this Contract and at the sole risk to and cost of Buyer, to enter the Property, after reasonable advance notice to Seller, for the sole purposes of making environmental studies of the

Property and inspecting the physical condition of the real property and any improvements, including making any surveys or soil tests. Buyer shall indemnify and hold Seller harmless from any and all claims and expenses (including, without limitation, attorneys' fees) arising out of such inspection, testing or other activities of Buyer, its agents and representatives, on, at, or related to the Property. Buyer shall repair any damage to the Property resulting from the studies or inspections referred to herein. The obligations of Buyer under this Section 4 shall survive the termination of this Contract.

6. Due Diligence Period and Development Approvals. Buyer shall have one hundred eighty (180) days from the Effective Date (the "Due Diligence Period") (as may be extended as set forth below) in order to perform its due diligence investigation of the Property, including, without limitation, conducting a physical inspection of the Property (which inspections may include, but shall not be limited to, soils, wetlands, engineering, structural and mechanical studies), confirming that Seller has good and marketable fee simple to the Property subject to no exceptions other than those that are acceptable to Buyer, conducting an environmental assessment of the Property, confirming the status of zoning and the availability of all utilities, having the Property surveyed, certificates of occupancy, obtaining Entitlements and other matters deemed appropriate by Buyer and otherwise confirming that the Property is suitable and feasible for Buyer's intended use in Buyer's sole discretion.

Seller acknowledges that Buyer intends to develop the Property for mixed use, including light industrial, research & development, and office uses in a multi-lot configuration. Seller does not object to such uses, provided, however Buyer shall comply with all applicable governmental requirements as to the zoning and subdivision process, as well as any applicable approval processes of the Miami Valley Research Park. Furthermore, Seller acknowledges that the Property is undeveloped and will require the extension of infrastructure, including streets and utilities as well as requiring mass grading. In order to support Buyer's process of obtaining Entitlements and its determination of the estimated scope and cost of infrastructure and site work, provided that Buyer has submitted the required applications (including required plans and materials), Seller agrees to extend the Due Diligence Period as required for Buyer to complete the Entitlement process and receive approval or denial. Seller shall cooperate with Buyer to seek the Entitlements that Buyer requires in connection with its intended use of the Property. For purposes of this Contract, "Entitlements" shall mean all required governmental, economic development, and Miami Valley Research Park approvals, including, but not limited to, zoning, site plan, subdivision, building/plan permits, and an enterprise zone agreement (to be separately negotiated). Buyer acknowledges and agrees that approvals for Entitlements are outside the scope of this Contract and Seller is not contractually obligating itself to provide any such approvals.

If Buyer determines prior to the expiration of the Due Diligence Period, as may be extended, in Buyer's sole discretion that it is not in Buyer's best interest to purchase the Property for any reason, Buyer may terminate this Contract by giving written notice of termination to Seller on or before 5:00 p.m. E.S.T. of the last day of the Due Diligence Period. If Buyer fails to give such notice, this Contract shall remain in full force and effect, and the Deposit shall be nonrefundable except as provided in Sections 12 and 13 of this Contract. If Buyer terminates the

Contract in accordance with the foregoing, the Deposit shall be returned to Buyer, and the obligations of the parties to this Contract shall terminate, except for the Buyer indemnifications set forth herein.

7. Title Objections. If Buyer so notifies Seller of any title defects or exceptions within the Due Diligence Period, Seller shall have ten (10) working days from Seller's receipt of such notice in which to either (A) cure such title defects or exceptions or commit to cure them on or before the Closing Date, or (B) notify Buyer in writing that it is unable or unwilling to cure such title defects or exceptions in which case Buyer shall have ten (10) days from its receipt of such notice in which to elect in writing to, (1) accept such title as Seller is able to convey, or (2) terminate this Contract whereupon the Deposit in its entirety shall be returned to Buyer and thereafter neither party will have any further obligations hereunder except for the Buyer indemnifications set forth herein.

8. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows, which representations and warranties shall be remade as of the Closing Date:

(a) Seller possesses full right, power and authority to execute, deliver and perform this Contract.

(b) The execution and delivery of this Contract, the consummation of the transaction provided for herein and the fulfillment of the terms hereof, will not result in a breach of any term, covenant or condition or constitute a default under, any agreement or instrument to which Seller is a party.

(c) Seller shall maintain the Property in its present condition (ordinary wear and tear excepted) through the Closing Date.

(d) On the Closing Date, there will be no leases, options, purchase agreements, tenancies, land contracts or other such agreements affecting the Property or any part thereof, other than this Contract.

(e) To Seller's knowledge, the Property Information delivered or made available to Buyer is true, correct and complete.

(f) Seller has not received notice of any kind from any "Governmental Authority" alleging that Seller has failed to comply with any applicable law, ordinance, regulation, statute, rule or restriction pertaining to or affecting the Property, including, without limitation, all Environmental Laws (defined below); and Seller does not have knowledge of any such noncompliance. As used herein, the term "Governmental Authority" shall mean and include every department, agency, commission, board, bureau or instrumentality of the United States, the State of Ohio, the County of Montgomery, or the City of Kettering having jurisdiction over the Property, including, without limitation, the United States Environmental Protection Agency and the Ohio Environmental Protection Agency. Seller will promptly notify Buyer if Seller receives notice, between the date of this Contract and the Closing Date, of any such noncompliance.

(g) Seller has received no notice of any default or breach by Seller of any covenants, conditions, restrictions, rights-of-way, or easements which may affect the Property or any portion of the Property, and no such default or breach now exists.

(h) Seller has not received any notice of any condemnation proceeding or other proceedings in the nature of eminent domain in connection with the Property.

(i) To Seller's knowledge and except as may be disclosed in any environmental reports delivered to Buyer (i) no Hazardous Materials (defined below) have been stored at, disposed of or are located in, on or about the Property by Seller; (ii) no Hazardous Materials have been buried or accumulated in, on or about the Property by Seller; and (iii) no permit related to Hazardous Materials is required from the Ohio or Federal Environmental Protection Agency for the use or maintenance of any existing improvement or facility on the Property due to its current condition.

For purposes of this Contract, the following terms shall have the following meanings:

"**Environmental Laws**" shall mean all present and future federal, state and local laws, regulations and ordinances and principles of common law relating to the protection of the environment, public health or public safety including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. § 9601, et seq., as amended), the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq., as amended), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq., as amended), the Clean Water Act (33 U.S.C. § 7401, et seq. as amended), the Safe Drinking Water Act (42 U.S.C. § 300f, et seq., as amended) the Toxic Substances Control Act (15 U.S.C. § 2601, et seq. as amended) and any state and local counterparts of such statutes or regulations.

"**Hazardous Materials**" shall mean all those things defined as "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants," "contaminants," "toxic substances" or other similar terms in any of the Environmental Laws.

Except as expressly set forth in this Contract, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Property, including, but not limited to, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, zoning, tax consequences, physical defects or condition, environmental condition, utilities, leases, governmental approvals or compliance with applicable laws, rules and regulations, or any other matter regarding the Property. Buyer acknowledges and agrees that upon closing Seller shall sell and convey the Property to Buyer and Buyer shall accept the Property "AS IS, WHERE IS, AND WITH ALL FAULTS", except to the extent expressly provided otherwise in this Contract. Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any expressed or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller or any agent representing or purporting to represent Seller, unless specifically set forth in this Contract. Buyer represents to Seller that

Buyer has conducted or will conduct prior to closing such inspections and investigations of the Property as Buyer deems necessary and appropriate to satisfy itself as to the condition of the Property, and will rely solely upon the same and not upon any information provided by or on behalf of Seller or its agents, other than the warranties and representations of Seller expressly set forth in this Contract. Upon closing, Buyer shall assume the risk that adverse matters may not have been revealed by Buyer's investigations, and Buyer, upon closing, shall be deemed to have waived, relinquished and released Seller (and Seller's affiliates, parent, officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees) that Buyer might have asserted or alleged against Seller at any time by reason of any and all circumstances, events or matters regarding the Property except for any representations or warranties expressly set forth in this Contract.

9. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows, which representations and warranties shall be remade as of and survive after the Closing Date:

(a) Buyer possesses full right, power and authority to execute, deliver and perform this Contract.

(b) No consent, approval or other action of, or filing or registration with, any governmental agency, commission or office is required on Buyer's behalf with respect to the transaction contemplated herein.

(c) The execution and delivery of this Contract, the consummation of the transaction provided for herein, and the fulfillment of the terms hereof, will not result in a breach of any term, covenant or condition of, or constitute a default under, any agreement or instrument to which Buyer is a party.

10. Covenants of Seller.

(a) During the period from the Effective Date of this Contract until the Closing Date, Seller shall not enter into any contracts, leases, easements or other agreements that will affect the maintenance, use, management, leasing or operation of the Property after the Closing Date, without obtaining Buyer's prior consent and Seller shall provide a copy of any such items to Buyer.

(b) From and after the expiration of the Due Diligence Period, Seller shall not alter or construct any improvements to the Property.

11. Risk of Loss. All risk of loss with respect to the Property will remain with Seller until the Closing and delivery of the Deed to Buyer.

12. Damage and Condemnation. If at any time prior to the Closing Date, all or any part of the Property is damaged by casualty or taken or appropriated by virtue of eminent domain or similar proceedings, or is condemned for any public or quasi-public use, then Buyer may

terminate this Contract and shall be entitled to the return of the Deposit and thereafter neither party will have any further obligations hereunder except for the Buyer indemnifications set forth herein. If Buyer terminates this Contract, then Seller shall be entitled to receive all insurance proceeds or condemnation proceeds payable for the affected portion of the Property. If Buyer elects to maintain this Contract in full force and effect, then (i) Buyer shall be entitled to receive all insurance proceeds or condemnation proceeds payable for that portion of the Property damaged or taken, and Seller shall execute such assignments or other instruments as are necessary to transfer such proceeds to Buyer, and (ii) if all or any portion of the insurance or condemnation proceeds have been paid to Seller, then Buyer shall receive a credit against the Purchase Price equal to the amount of the insurance or condemnation proceeds actually paid to Seller with any remaining proceeds to be transferred to Buyer.

13. Default. If, following the full execution of this Contract, Buyer defaults in the performance of its duties or obligations under this Contract and Buyer does not cure such default within ten (10) days following written notice from Seller, then Seller shall be entitled, as its sole and exclusive remedy hereunder to terminate this Contract (except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Contract) by written notice to Buyer of such termination and to retain the Deposit as full liquidated damages for such default of Buyer, the parties hereto acknowledging the difficulty of ascertaining the actual damages in the event of such a default, that it is impossible more precisely to estimate the damages to be suffered by Seller upon Buyer's default, that such Deposit is intended not as a penalty, but as full liquidated damages and that such amount constitutes a reasonable good faith estimate of the potential damages arising therefrom. In the event of a material breach or default by Seller of this Contract which is not cured by Seller within ten (10) days following written notice from Buyer, Buyer shall be entitled to the return of the Deposit and shall have the right to enforce this Contract against Seller pursuant to an action of specific performance.

14. Notice. Any notice or consent authorized or required by this Contract shall be in writing and (i) delivered personally, (ii) sent postage prepaid by certified mail or registered mail, return receipt requested, (iii) sent by a nationally recognized overnight carrier that guarantees next day delivery, directed to the other party at the address set forth in the caption of this Contract or such other parties or addresses as may be designated by either Buyer or Seller by notice given from time to time in accordance with this Paragraph. Notice may also be given at an by electronic transmission to Buyer at chris@icpille.com, with a copy to Edward A. Hurtuk at ehurtuk@walterhav.com or to Seller at Amy.Schrimpf@ketteringoh.org with a copy to Theodore A. Hamer III, Law Director at Theodore.Hamer@ketteringoh.org and such notice shall be effective upon transmission provided that a copy of such notice is sent concurrently by one of the methods provided in (i)-(iii) above. Any notice shall be effective, in the case of hand delivery, when delivered; if given by mail, upon such notice being deposited with the United States Postal Service with first-class postage prepaid, return receipt requested; if given by electronic transmission, when sent to the applicable party's email address given above if the party sending such notice receives confirmation of delivery thereof from its email address; and if given by any other means, including by overnight courier, when actually received.

15. Brokers. Buyer warrants and represents that it neither engaged nor dealt with any real estate agent or broker in connection with the transaction contemplated by this Contract. Seller warrants and represents that it engaged and will pay a commission to Mark Fornes Realty, and no other broker, in connection with the transaction and Buyer shall not have any obligation with respect to such commission.

16. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

17. Time of the Essence. Time shall be of the essence of this Contract.

18. Tax Free Exchange. Seller and Buyer each may desire to have this transaction qualify as a tax-deferred exchange (including a reverse exchange) under Section 1031 of the Internal Revenue Code of 1986. At the request of either party, the other party shall assist the requesting party in qualifying the transaction contemplated herein as an exchange pursuant to Section 1031 of the Internal Revenue Code of 1986. Such party may assign its interest in this Contract to effectuate an exchange, and in such event, such party shall promptly notify the other party. No such assignment shall affect in any way the obligations of Seller and Buyer under this Contract. The non-requesting party shall not be required to incur any liabilities in connection with such exchange nor shall it be required to take title to any other property in connection with such exchange. The requesting party shall pay any additional transfer taxes, recording fees and similar closing costs incurred by the other party resulting from such exchange.

19. Miscellaneous. This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective heirs, legal representatives, successors and assigns. Buyer shall have the right to assign this Contract or to designate a nominee to take title to the Property. If Buyer or Seller is composed of more than one party or individual, all obligations of such parties or individuals shall be joint and several. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio. This Contract contains the entire agreement between the parties hereto with respect to the matters to which it pertains, may be amended only by written agreement signed by both Buyer and Seller and supersedes any prior mailings. This Contract was drafted by Seller for convenience purposes only and shall not be construed for or against either party on such basis. If any term, covenant or condition contained in this Contract is deemed to be invalid, illegal or unenforceable, then the rights and obligation of the parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then, as if this Contract did not contain that particular term, covenant or condition.

20. Days. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal federal holiday, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first (1st) business day following such Saturday, Sunday or legal holiday.

EXHIBIT 1

21. City Council Approval. This Contract shall be deemed void ab initio if, prior to 60 days from the date of execution by both parties, the Kettering City Council does not approve, by resolution, this Contract and declare that the Property is surplus property; provided, however, for purposes of clarification, such approval may be obtained prior to the date of execution of this Contract by both parties in order to satisfy this Section 21. In the event the Kettering City Council does approve this transaction, then notwithstanding anything contained herein to the contrary the Effective Date of this Contract shall be the later of (i) the date that the Kettering City Council approves this Contract; and (ii) the date of full execution of this Contract by Buyer and Seller.

[signature page follows]

EXHIBIT 1

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract as of the date first set forth above.

BUYER:

INDUSTRIAL COMMERCIAL PROPERTIES LLC

By: _____

Title: _____

Date: _____

SELLER:

CITY OF KETTERING, OHIO

By: _____

Title: _____

Date: _____

EXHIBIT A

(The Property)

Legal Description
48.190 Acres

Situated in Section 13, Town 2, Range 7, M.Rs., City of Kettering, Montgomery County, Ohio and being part of an original 677.7995 acre (deed) tract of land conveyed to Miami Valley Research Foundation in Deed MF #82-029A01, the boundary of which being more particularly described as follows:

Beginning at a 12" square concrete post found at the southeast corner of Dayton Mutual Homes Inc. Plat as recorded in P.B. W Pg 37;

Thence along the east line of said Dayton Mutual Homes Inc. Plat, N05°26'00"E a distance of 2619.78 feet to a 5/8" iron pin set in the south right of way line of Research Boulevard;

Thence along said south right of way line, along a curve to the right an arc distance of 1270.49 feet to a 5/8" iron pin set, said curve having a radius of 1577.02 feet, a delta of 46°09'33" and a chord bearing S60°34'26"E a distance of 1236.41 feet;

Thence continuing, S37°29'40"E a distance of 327.79 feet to the northwest corner of a 36.000 acre (deed) tract of land conveyed to Fifteenth Dayton, Inc. in Deed MF #98-229A07, said point being witnessed by a 5/8" iron pin lying 0.3 feet South and 0.4 feet West;

Thence along the west line of said 36.000 acre (deed) tract of land, S57°29'29"W a distance of 893.37 feet to a 5/8" iron pin found;

Thence continuing, S05°15'57"W a distance of 1326.12 feet to a 5/8" iron pin set in the north line of Newcom Knolls Section Four as recorded in P.B. GG Pg 75;

Thence in part along said north line and in part along the north line of Newcom Knolls Section One as recorded in P.B. EE Pg. 29, N84°42'26"W a distance of 652.17 feet to the point of beginning.

Containing 48.190 acres, more or less and being subject to easements, restrictions and rights of way of record.

Bearings are based on Sisbro Ventures Plat 1A as recorded in P.B. 199 Pg. 1.

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AMENDING RESOLUTION NO. 10906-23 REGARDING THE
SCHOOL ZONE FLASHERS- SHROYER AND GLENGARRY
PROJECT (CITY PROJECT NO. 02-007)**

WHEREAS, Resolution No. 10906-23 authorized the City Manager to use competitive bargaining and negotiated quotes to contract for the School Zone Flashers- Shroyer and Glengarry Project (City Project 02-007); and

WHEREAS, the original estimated cost was \$50,000.00; and

WHEREAS, bid prices were higher than estimated and an additional \$15,000.00 is required for the project; and

WHEREAS, rebidding this project is unlikely to produce a lower bid but will result in delay of project completion;

NOW, THEREFORE, Be It Resolved by the Council of the City of Kettering, State of Ohio, that:

Section 1. Resolution No. 10906-23 is amended to authorize an expenditure of funds in the amount of \$65,000.00.

Section 2. In all other respects, Resolution No. 10906-23 shall remain in full force and effect.

Section 3. As provided in Section 4-8 of the City Charter, this Resolution takes effect immediately upon its adoption.

Passed by Council this _____ day of _____ 2023.

PEGGY LEHNER, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER, III,
Law Director

Estimated Cost: \$65,000.00
Amount Available: \$65,000.00
Acct. No.: 5100-77750

(Requested by: Engineering Department)

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AUTHORIZING THE CITY MANAGER TO ACCEPT A
PRIORITY ONE TRAINING AND EQUIPMENT GRANT
FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY,
DIVISION OF EMS**

WHEREAS, the City applied for a Priority One Training and Equipment Grant from the Ohio Department of Public Safety, Division of EMS; and

WHEREAS, the City's grant application was approved; and

WHEREAS, matching funds from the City are not required under this Grant; and

WHEREAS, if awarded, the grant funds will be used for EMS equipment and training;

NOW, THEREFORE, Be It Resolved by the Council of the City of Kettering, State of Ohio, that:

Section 1. The City Manager is hereby authorized, on behalf of the City, to take all necessary and proper action to accept and expend the above-described grant from the Ohio Department of Public Safety, Division of EMS. Furthermore, Council ratifies the grant application and affirms all matters and statements included therein.

Section 2. As provided in Section 4-8 of the City Charter, this Resolution takes effect immediately upon its adoption.

Passed by Council this _____ day of _____ 2023.

PEGGY LEHNER, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

Estimated Cost: \$760.20
Amount Budgeted: \$0.00
Acct. No.: Special Grants & Programs Fund

(Requested by: Fire Department)

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF KETTERING, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023

Be It Resolved by the Council of the City of Kettering, State of Ohio, that:

Section 1. To provide for the current expenses and other expenditures of the City of Kettering during the fiscal year ending December 31, 2023, the following supplemental sums are set aside and appropriated:

A. From the Special Grants and Programs Fund:

Other \$ 760.20

Section 2. The Director of Finance is authorized to adjust appropriations within any fund or department as long as the adjustments made do not exceed the total appropriation authorized within that fund or department.

Section 3. The Clerk of Council is authorized and directed to forward a copy of this Resolution to the Montgomery County Auditor.

Section 4. As provided in Section 4-8 of the City Charter, this Resolution takes effect immediately upon its adoption.

Passed by Council this _____ day of _____ 2023.

PEGGY LEHNER, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

Estimated Cost: \$760.20
Amount Budgeted: \$0.00
Acct. No. Special Grants & Programs Fund

(Requested by: Finance Department)

CITY OF KETTERING, OHIO

AN ORDINANCE

By:

No.

**ADOPTING AMENDED CIVIL SERVICE RULES
FOR THE CITY OF KETTERING**

WHEREAS, Section 7-7 of the Charter provides that the Kettering Civil Service Commission “shall provide by rule for the determination of merit and fitness as the basis for appointments and promotions” in the City’s civil service; and

WHEREAS, on June 7, 2023, the Civil Service Commission adopted amended Civil Service Rules; and

WHEREAS, the Civil Service Commission has recommended that the amended Civil Service Rules be adopted by this Council;

NOW, THEREFORE, Be It Ordained by the Council of the City of Kettering, State of Ohio, that:

Section 1. This Council hereby adopts the amended Civil Service Rules as adopted and recommended by the Civil Service Commission and as shown on attached Exhibit A. These amended Civil Service Rules shall be codified as Chapter 149 of the Codified Ordinances of Kettering, replacing the current version found in Chapter 149, and the sections and subsections of the amended Civil Service Rules may be renumbered accordingly in the codified version.

Section 2. As provided in Section 4-8 of the City Charter, this Ordinance shall be effective two weeks after adoption.

Passed by Council this _____ day of _____ 2023.

PEGGY LEHNER, Mayor

ATTEST:

CERTIFICATE OF APPROVAL:

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

(Requested by: Human Resources Department)

**EXHIBIT
A**

**CITY OF KETTERING, OHIO
CIVIL SERVICE
COMMISSION
RULES**

Revised June 2023

CITY OF KETTERING
CIVIL SERVICE RULES

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SECTION 100: GENERAL CIVIL SERVICE PROVISIONS

A. Creating a Merit System

Appointments and promotions to positions within the classified service of the City of Kettering shall be based on the principles of merit and fitness, free of personal and political considerations, in accordance with the Constitution of the State of Ohio and the Charter of the City of Kettering. The classified service is divided into two categories:

1. The competitive class includes all positions for which the Commission determines that it is practicable to ascertain the merit and fitness of applicants by competitive examination.
2. The non-competitive class includes all positions for which the Commission, or the Director as authorized by this ordinance, determines that it is not practicable to ascertain the merit and fitness of applicants by competitive examination.

The City of Kettering Civil Service Commission shall be maintained to ensure the principles of merit and fitness prevail in the classified service. The Commission shall adopt rules for the administration of the merit system and determination of merit and fitness shall be by a variety of methods and in accordance with these Rules. The Director shall perform administrative duties essential to the maintenance and administration of the merit system.

B. Appointing Authority

The City Manager is the Appointing Authority for the City. All appointments, promotions, layoffs, suspensions and dismissals shall be subject to the City Manager's approval.

SECTION 200: ORGANIZATION AND DUTIES OF THE CIVIL SERVICE COMMISSION

A. Organization

The Commission shall consist of three electors: one appointed by the Kettering Board of Education, one appointed by the City Council and one appointed by the City Manager. Commission members serve non-concurrent, or staggered terms of six years each without compensation. The Commission shall elect one of its members to serve as Chair of the Commission.

B. Responsibilities of the Commission

1. The Commission is responsible for ensuring that individual merit and fitness serve as the basis for appointment and promotion within the classified service of the City, including determining whether it is practicable to use competitive examinations to do so.
2. The Commission, upon recommendation of the Director, shall determine the placement of positions in the classified or unclassified service of the City, in compliance with the Charter of the City of Kettering.
3. The Commission shall hear appeals of employees in the permanent classified service on decisions of the City Manager in the following instances: demotions; suspensions of more than five (5) working days; layoffs; reclassifications for disciplinary reasons; and terminations. Decisions of the Commission in such matters shall be final, except as otherwise and specifically provided by collective bargaining agreements.
4. The Commission does not have jurisdiction and may not hear appeals on: establishment of pay rates for any position; reductions in pay for other than disciplinary reasons; routine reclassifications; and suspensions of five (5) working days or less.
5. When the Commission has reason to believe that any officer, head of a department, or person having the power of appointment, layoff, suspension, or removal has abused such power, the Commission shall make a report to the chief appointing authority.

C. Establishing Civil Service Rules

1. In accordance with the City Charter, and as authorized by the Constitution of the State of Ohio, the Commission shall establish, amend and enforce rules for the

SECTION 200: ORGANIZATION AND DUTIES OF THE CIVIL SERVICE COMMISSION

(Continued)

operation of a merit system for classified employees. These rules, where appropriate, shall be adopted by Kettering's City Council, by either ordinance or resolution.

2. The affirmative vote of at least two members of the Commission and the approval of City Council are required to adopt or amend these Rules.
3. These Rules are intended to cover all Civil Service matters and to displace the Ohio Revised Code as far as possible, except where these Rules specifically provide to the contrary. However, if Kettering's Civil Service Rules are completely silent on an issue, provisions of the Ohio Revised Code shall be applied in order to avoid a complete lack of guidance.

D. Meetings of the Commission

1. In coordination with the Director, the Commission shall determine the schedule and frequency of Commission meetings. Public notice of a regularly scheduled or special Commission meeting shall be made in accordance with applicable public meeting laws.
2. Special meetings may be called by the Chairperson or any two members, upon giving reasonable advance notice to members and within public meeting legal requirements. The purpose or agenda of special meetings will be made available.
3. Commission meetings will be open to the public. Under appropriate circumstances, the members may call an "Executive Session" to discuss or deliberate a certain announced resolution before the Commission. Executive Session meetings of the Commission shall not be open to the general public except as allowed by law.
4. Any two members of the Commission shall constitute a quorum for the purpose of conducting official business.

E. Records of the Commission

1. Actions taken by the Commission shall be recorded in minutes of the meeting. Minutes shall be approved at a subsequent meeting. All such minutes (as well as resolutions and amendments) shall be signed and dated by the Commission chair or his or her designee.

SECTION 200: ORGANIZATION AND DUTIES OF THE CIVIL SERVICE COMMISSION

(Continued)

2. Minutes of regular or special commission meetings shall be open to public inspection. Rules, regulations, resolutions, amendments and decisions of the Commission shall be maintained and shall be open to public inspection. Records of investigations which can be legally protected, as provided in Section 124.56 of the Ohio Revised Code, shall not be open to public inspection.

F. Hearings and Appeals to the Commission

(See Section 1300: Appeals to the Civil Service Commission.)

SECTION 300: DUTIES AND RESPONSIBILITIES OF DIRECTOR OF HUMAN RESOURCES

A. Administrative Functions

The Director is appointed by the City Manager to manage the personnel and human resources functions of the City. The Director and the Commission work together to coordinate the effective administration of the City's merit system. The Commission functions as the rule making, review and appeals body, monitoring and evaluating the administration of the civil service system. The Director functions as the administrative officer, exercising day-to-day responsibilities and formulating rules and policies in conjunction with the Commission, and exercises the authority granted him or her under these Rules and under the rules and policies adopted by the Commission.

B. Duties and Responsibilities of the Director of Human Resources

1. **Classification**: The Director shall prepare, revise or amend descriptions of the duties, responsibilities and desired qualifications for the various positions and classifications within the classified service, as well as conduct research on criteria for the appropriate classification of these positions.
2. **Civil Service Examinations**: The Director shall prepare, conduct, grade and evaluate all competitive examinations and non-competitive selection procedures for entry level and promotional positions within the classified service.
3. **Use of Competitive Examination**: The Director shall determine whether it is practicable to use a competitive examination to ascertain merit and fitness for an appointment or a promotion. The Commission may amend or rescind any such determination, but the Director's determinations shall remain in effect and shall be valid until so amended or rescinded. The Director is directed to furnish a copy of such determinations to the Commission, but failure to do so shall not impair the validity or effectiveness of such determinations.
4. **Recruitment**: The Director shall develop, coordinate and administer recruitment activities for positions within the classified service to acquire qualified applicants.
5. **Eligible Lists**: The Director shall prepare eligible lists of persons qualified for appointment to entry level or promotional positions within the competitive classified service; sign eligible lists to certify them as official Commission documents; certify names from the eligible lists to appointing authorities in accordance with the Rules;

SECTION 300: DUTIES AND RESPONSIBILITIES OF DIRECTOR OF HUMAN RESOURCES

(Continued)

and extend or vacate eligible lists at his or her discretion, in accordance with the Rules.

6. **Staffing**: The Director shall, with the approval of the appointing authority, appoint managers, examiners, technicians, clerks, secretaries and other assistants as necessary to help perform the duties and responsibilities of this office. Due to the unique and unusual qualifications required of persons working within this function, all positions within the Human Resource Department shall be unclassified. The Director may designate one or more assistants to assume responsibility for any of the Director's functions, duties or responsibilities assigned to the Director by these Rules.
7. **Certification of Payroll**: There shall be no requirement for the Commission nor the Director to certify the payroll of the City of Kettering or Kettering-Moraine Schools.
8. **Investigations**: The Director shall conduct investigations when complaints are filed alleging that a violation of the Rules has occurred; act to rectify confirmed violations based on the findings; delegate investigative duties when necessary or appropriate; and report all findings of violations and corrective actions taken to the Commission.
9. **General Administration**: The Director shall:
 - a. Maintain the position classification and compensation plan for the City.
 - b. Maintain and make recommendations to the City Manager for: assignment of position titles; compensation ranges for specific positions and classifications; and pay supplements or changes in rates of pay, types of leave and leave usage, holidays, etc. Where appropriate, the Director shall advise the commission of such matters.
 - c. Receive inquiries, alleged complaints of Rule violations, and requests for appeals before the Commission on its behalf. The filing of any of these appeals to the Commission, with the Director shall constitute formal notification to the Commission.
 - d. Review, screen and evaluate applicants for positions prior to the administration of an examination process and eliminate applicants prior to

SECTION 300: DUTIES AND RESPONSIBILITIES OF DIRECTOR OF HUMAN RESOURCES

(Continued)

- testing or selection based on established minimum requirements for specific positions.
- e. Remove candidates from established eligible lists in accordance with the Rules.
 - f. Review and approve extensions of probationary periods for classified employees, for periods up to an additional six (6) months (in cases where contractual agreements do not supersede this).
 - g. Provide for the maintenance of minutes which record the proceedings of the Commission, preserve and maintain records, files and journals pertaining to the Commission.
 - h. Assign any of these duties or responsibilities to one or more designees as is appropriate.
 - i. Perform other related duties as requested by the Commission.

SECTION 400: RECRUITMENT AND ANNOUNCEMENT PROCEDURES

A. Recruitment Responsibility

The Director and designees are responsible for coordinating and administering all recruitment efforts for classified positions.

B. Minimum Qualifications

The Director and designees are responsible for establishing minimum qualifications for positions within the classified service. These minimum qualifications will be clearly stated in the recruitment announcement. Candidates who do not meet the stated minimum qualifications may or may not be permitted to participate in the examination/selection process, based on the determination of the Director.

C. Recruitment/Announcement Efforts

1. **Advertisement:** It is the general policy of the Commission and the Human Resource Department to place advertisements in the newspaper(s) of local circulation; however, no such requirement shall be considered mandatory.
2. **Civil Service Examination and Recruitment Announcement:** Recruitment and examination announcements shall be prepared for classified positions when an open recruitment is used to fill a position. Announcements shall summarize job duties and responsibilities, specific minimum qualifications (when applicable), the examination selection process format and content, date, time and place of scheduled examinations and the period during which applications shall be filed with the Human Resource Department. Announcements of pending civil service recruitment activities or upcoming examinations shall be posted publicly at the Human Resource Department office, and such postings shall constitute formal notice of the commencement of a recruitment process. There is no minimum requirement as to the time that a notice of examination must be issued prior to an examination. There is no minimum requirement regarding the number of days that recruitment and acceptance of applications must occur.

D. Submission, Screenings and Retention of Applications

1. The Director shall establish procedures governing the submission of applications by candidates wishing to apply for positions within the classified service.

SECTION 400: RECRUITMENT AND ANNOUNCEMENT PROCEDURES (Continued)

2. The Director shall retain the authority to screen candidates for positions based on established minimum qualifications and may determine which candidates are eligible to compete in any given civil service selection procedure.
3. The Director may reject any application which was not filed within the prescribed time period or which indicates that the applicant does not possess the minimum qualifications established for the position; is otherwise unfit to perform the duties of the position; has willfully made any false statement or omission of any material fact; has practiced or attempted to practice any deception or fraud in the application; has been previously dismissed from City service for good cause or whose performance rating was below standard at the time of resignation, or is otherwise not suited to fill the position.

SECTION 500: ENTRANCE AND PROMOTIONAL EXAMINATION PROCEDURES

A. General Provisions

1. The Director shall be responsible for ensuring the development of appropriate Civil Service examinations and assessment devices and for determining whether it is appropriate to purchase or to rent an examination from an organization outside of the City, or to prepare an examination within the City organization.
2. The Director shall determine the appropriate content and combinations of selection and evaluation instruments or processes; the method of scoring examinations; and the relative weight(s) of examination mechanisms or segments of examinations.
3. The Director may designate one or more staff members to assume responsibility for examination development, scoring, or other selection and evaluation duties as necessary.

B. Types of Examinations

Merit and fitness shall be ascertained, as far as practicable, by competitive examination. Examinations shall be designed to test, on a fair and equal basis, the relative qualifications of applicants to discharge the duties of the position which they seek to fill. Examinations for entry-level positions or any promotional positions (including Police and Fire) are not required to be in writing. Examinations may consist of, but are not limited to, any one or more of the following types:

1. **Written Examination**: Designed to determine the familiarity of candidates with the knowledge required for the position sought, the range of their general information and to ascertain special aptitudes, when required.
2. **Performance Examination**: Includes such tests of performance as would determine the ability of candidates to perform the work involved.
3. **Oral Examination**: A personal interview designed to determine the ability of the candidates to perform the duties of the position to be filled, i.e., the ability to deal with others, to supervise, or other qualifications.
4. **Experience and Competency Ratings**: A structured format permitting the evaluation and rating of previous experience, education or training in particular areas determined to be relevant and useful to executing the duties and responsibilities of the position to be filled. Experience ratings may be used to rank order candidates on eligible lists or for non-competitive classified positions where it

SECTION 500: ENTRANCE AND PROMOTIONAL EXAMINATION PROCEDURES (Continued)

is impractical to ascertain the merit and fitness of applicants through traditional examinations.

C. Examination Administration

1. The Director shall assign the appropriate number of examination monitors necessary for each examination process. One of the monitors shall act as the exam administrator, who shall have the responsibility for assessing and enforcing entrance requirements to the examination, restrictions, and removal of exam participants should such actions be appropriate.
2. The Director shall be responsible for determining time limitations, if any, for any examination or any part of any examination or mechanisms.

D. Examination Review and Inquiries

1. Candidates who have participated in an examination may, at the discretion of the Director, have an opportunity to review their own examination results. The Director may make the scored answer sheet available for the candidate's review, but is not required to do so. Candidates must conduct their examination(s) review during the thirty (30) days subsequent to notification that they are available for review. However, the Director may specify a shorter review period or change review procedures for specific examination processes if the Director so determines. The Director may determine that it is inappropriate for any particular exam or exam phase to be reviewed by candidates.
2. When a selection process involves several exam phases, the Director shall determine whether exam reviews will occur after each phase or at the completion of the entire examination process. Exam reviews may only occur when all of the examinations for that particular phase have been scored, or when candidates are formally notified otherwise that the exam review period will commence.
3. The Director may eliminate from the examination process or from an eligible list a candidate who duplicates any examination questions by any means.
4. Candidates who discover an error or have a question about the scoring of an exam must submit questions and comments in writing to the Director. Inquiries will be

SECTION 500: ENTRANCE AND PROMOTIONAL EXAMINATION PROCEDURES (Continued)

accepted for a period of thirty (30) days from the date the examination results were mailed, unless otherwise stipulated by the Director. Any change to an eligible list which results from this review process shall be made in accordance to the Rules (see Section 600.E. Corrections to an Eligible List).

5. Examination papers of an applicant who failed to qualify must be retained no less than one year after notification of examination results were mailed, provided no appeal of any kind is pending, and need not be retained after that.

E. Special Provisions for Examinations

The Director may, at his or her discretion, make special arrangements for the examination and assessment of persons who are physically or mentally disabled, or who deserve special accommodations. Applicants who believe they should be eligible for special provisions and accommodations in testing situations must make a written request, including justification for the accommodation, to the Director, sufficiently in advance of the scheduled examination in order that such accommodations may be considered.

F. Scoring of Examinations

The Director shall determine the appropriate value and weight for each segment or phase of an examination, the means of evaluating examination results and determining the passing level. Examinations may be scored according to point values or evaluated on a pass/fail basis. Minimum passing points may be established for the entire examination process or for some or all of the segments or phases of the examination process. The Director may, or may not, eliminate a candidate who fails to maintain a minimum qualifying score in one part of the examination from participation in subsequent phases of the testing process. The Director may adjust the minimum passing or qualifying score when an assessment of the examination results indicates such action is appropriate and in the best interest of the City of Kettering.

A candidate's final score shall be based upon all tests, evaluations, segments and phases of the overall examination and selection process. Once all formal examination elements have been scored, the appropriate additional credits shall be added to the examination results. In some cases, the final score will represent a combination of examination grades and additional credits received. Additional credits are as follows:

SECTION 500: ENTRANCE AND PROMOTIONAL EXAMINATION PROCEDURES (Continued)

1. **Performance and Seniority Credits:** Candidates for promotional positions are eligible to receive additional credits for performance and seniority. See Section 500.H for the rules governing performance and seniority credits.
2. **Administrative Review Credit:** When an Administrative Review is included in a Civil Service promotional process, up to 20 additional points will be added to the candidate's passing score. See Section 500.I.

Candidates for entry-level competitive examinations will receive no additional credit by virtue of their status as a veteran of the armed services.

G. Promotional Processes

Classified positions above the entry level may be filled by competitive, or non-competitive promotions. Promotional opportunities are open only to regular full-time employees who have successfully completed the designated probationary period for their current position, unless otherwise specified, and who meet the additional requirements specified in the Civil Service Rules and by the Director.

1. **Open Competitive Promotion:** When there is an insufficient number of employees eligible for promotion who possess that experience, training or other qualifications as required by the next higher level class, and the best interest of the City service would not be served by the lack of qualified applicants, then the selection process may be declared open to participants outside of the classification series and/or the City organization, except as required in the Ohio Revised Code with respect to promotion in the Police and Fire Services. The Director shall determine when an open competitive promotional process shall be conducted and establish criteria for eligibility to compete. All applicants shall be required to meet these criteria.
2. **Closed Competitive Promotion:** When there is a sufficient number of qualified employees for advancement to a promotional position, the selection process may be declared closed, i.e., only existing employees within the designated position classification(s) may compete in the promotional process. The Director shall determine when a closed competitive promotional process shall be conducted, and which class(es) are eligible and establish criteria for eligibility to compete. All applicants shall be required to meet these criteria.

SECTION 500: ENTRANCE AND PROMOTIONAL EXAMINATION PROCEDURES (Continued)

3. **Non-Competitive Promotion:** Opportunity for a non-competitive promotion exists when:

- a. The number of employees who are eligible and qualified for advancement is no more than the number of vacancies in that classification, plus two; or
- b. The table of organization does not limit the number of employees who can be promoted from one classification to the next classifications, but the number to be promoted is determined by the managing Department Director, the Director or the City Manager based on performance or other criteria they have established; or
- c. The Director determines in his or her judgment that it is impractical, or otherwise inappropriate, to use written or other traditional Civil Service testing mechanisms to establish an eligibility list.

Such promotional advancement may then be made without formal or traditional examinations if the Director determines that the eligible employee(s) possess the experience, training or other qualifications required for advancement to the next higher class.

All competitive (open or closed) promotional processes will be announced using an Examination Announcement, the content of which shall be at the discretion of the Director. Formal notice of a promotional examination or process shall be posted at an interval as determined by the Director prior to the examination.

H. **Performance and Seniority Credit**

Competitive promotional examinations shall include points or credits for performance and seniority.

1. **Performance Credits**

- a. The credit points for performance ratings will be based on the overall Performance Evaluation rating only.
- b. The overall ratings received on all performance evaluations within the last two years preceding the date the first part of the promotional examination is administered to the first candidate competing in the process shall be averaged to calculate an employee's performance credit for promotional

SECTION 500: ENTRANCE AND PROMOTIONAL EXAMINATION PROCEDURES (Continued)

purposes. If there has been no performance evaluation within the last two years, the employee shall receive credit for standard performance. Point values for overall rating categories are as follows: (except as provided in sub-paragraph c below)

Outstanding	10 points
Above Standard	8 points
Standard	6 points
Below standard	2 points
Unsatisfactory	0 points

- c. When credit points are to be used as part of a promotional process for the positions of Police Sergeant and Police Lieutenant, all performance evaluations within the last three years preceding the date the first part of the promotional examination is administered to the first candidate competing in the process, shall be averaged to calculate an employee's performance credit. If there has been no performance evaluation within the last three years, the employee shall receive credit for standard performance. Credit for each overall rating shall be as follows:

Outstanding	10 points
Above Standard	8 points
Standard	6 points
Below Standard	0 points
Unsatisfactory	0 points

- d. The Performance Evaluation points will be added together according to the above amounts and divided by the number of evaluations. The resulting average will be the number of credit points to be added to the candidate's passing test score. This method of calculation results in a maximum of 10 performance credit points being added to passing examination scores.
- e. Only candidates who have successfully completed their probationary period will be eligible to receive these credits, unless otherwise authorized by the Director.

SECTION 500: ENTRANCE AND PROMOTIONAL EXAMINATION PROCEDURES (Continued)

2. Seniority Credit

- a. All calculations for seniority points for promotions shall be computed from the employee's anniversary date of appointment to the entry-level position in that series.
- b. Where an employee has been reinstated to a position with the City, the total uninterrupted period of service from the date of reinstatement to that series shall determine the computation of seniority points. Reinstated Police Officers who participate in a Sergeant or Lieutenant promotional examination will have their total period of service as a sworn Kettering Police Officer determine the computation of seniority points.
- c. The date the Civil Service examination is administered to the first candidate competing in the process shall be the cut-off date for seniority point calculations, and all seniority points awarded must be earned through actual service with the City of Kettering preceding that date.
- d. Seniority points shall only be awarded to promotional exam participants who receive a passing score on the Civil Service examination.
- e. The following formula has been established for the calculation of seniority points which are to be added to the final passing score of civil service promotional examinations:

<u>Full Years of Service</u>	<u>Points</u>	<u>Maximum</u>
Year(s) 1 thru 4	1 pt./year	4.0 pts.
Years 5 thru 14	.6 pt./year	<u>6.0 pts.</u>
		10.0 pts.

This method of calculation results in a maximum of 10 seniority points being added to passing examination scores.

- f. Where there is at least a half-year of service remaining after full years have been credited under paragraph e, half credit (either 0.5 or 0.3 pts.) will be awarded for a full-half year of service. No smaller portion than one-half years shall be used to award seniority credit.
- g. Only candidates who have successfully completed their probationary period will be eligible to receive these credits, unless otherwise stipulated by the Director.

SECTION 500: ENTRANCE AND PROMOTIONAL EXAMINATION PROCEDURES (Continued)

I. Administrative Review Credit

When an Administrative review is included in a promotional procedure, the Director may authorize the addition of up to 20 points to the passing score of employees competing in a Civil Service promotional process. This covers positions in all current and future departments including, but not limited to, promotions to Police Sergeant, Police Lieutenant, Fire Captain and Fire Battalion Chief.

1. The Director may, or may not, authorize the inclusion of an Administrative Review process as part of a Civil Service promotional procedure.
2. The points in an Administrative Review are assigned by the Department Director in whose department the promotion is occurring, subject to review by the Director.
3. Administrative Review points may only be awarded to promotional examination participants who receive a passing score on the Civil Service examination.

J. Notification of Examination Results

The Director shall determine the means and schedule by which candidates are notified of examination results and eligibility list ranking.

SECTION 600: CERTIFICATION OF ELIGIBLE LISTS AND CANDIDATES

A. Generation of Eligible List

1. Based on the results of civil service examination procedures, the Director shall prepare eligible lists containing the names of candidates who may be considered for the specified position. An eligible list must be certified (signed and dated) by the Director in order to become active.
2. Candidates names shall be placed on the eligible list in rank order, by final rating; the candidate receiving the highest passing rating at the top of the list and subsequent candidates with passing ratings listed in descending order. For the purpose of establishing an eligible list, when applicants receive identical passing and qualifying ratings, names shall be placed in alphabetical order, based on last name. In the event of two or more applicants receiving identical ratings on a promotional examination, seniority shall determine the order in which their names shall be placed on the eligible list.

For the purpose of certifying applicant's names from an eligible list, whenever identical ratings are received, the tie will not be broken. All persons receiving identical passing and qualifying ratings shall be certified, in accordance with these rules.

B. Certification of Candidates for Entry and Promotional Positions

1. When a vacancy occurs within the classified service and an eligible list exists for that position, the Department Director shall request that the Director certify candidates from the existing list.
2. The certification of candidates' names shall be as follows:
 - a. The top three (3) candidates for a promotion, including Police and Fire, and the top ten (10) candidates for initial entry on the eligible list, who are interested in being considered for the existing vacancy, shall be certified to the requesting Department Director;
 - b. If a tie exists in one of the top three or ten standings remaining on the eligible list, more than three or ten names may be certified in order to include those candidates who receive equal ratings. For example, if four candidates receive the same rating on an eligible list for promotion, then those four

SECTION 600: CERTIFICATION OF ELIGIBLE LISTS AND CANDIDATES (Continued)

names will be certified. If the person having the highest rating is ranked #1 on the eligible list, the person with the second highest rating is ranked #2 on the eligible list, and the person ranked #3 and the following two people receive the same rating on the eligible list, then all five names will be certified for consideration.

- c. Once candidates have been certified, the Department Director is obligated to interview each candidate unless the candidate is eliminated by the Director, withdraws from consideration, or fails to appear for the interview;
 - d. The inability of a candidate to report for an interview within a reasonable period of time shall be just cause for omitting that candidate from immediate certification;
 - e. The Director, at his or her discretion, shall be responsible for determining when the name of an eligible candidate shall be removed from the eligible list.
- 3. In instances where more than one entry-level vacancy is to be filled within the same classification, the Director shall certify the names of nine candidates more than the number of existing vacancies. For promotions, the Director will certify the names of two candidates more than the number of existing vacancies. If tie ratings exist, the procedure in Section 600, B-2 above will be utilized.
 - 4. When a candidate withdraws from the process, the Department Director shall notify the Director. Additional candidates shall be certified from the eligible list to provide the required number of eligible candidates for consideration. Written confirmation of withdrawal and the reasons shall be provided by the candidate whenever possible.
 - 5. A candidate may temporarily withdraw from consideration for an immediate vacancy but remain on the eligible list to be considered for future vacancies or may request that his or her name be removed from the eligible list.
 - 6. The Director, at his or her discretion, shall determine procedures and criteria for removal of candidates from an eligibility list.

C. Removal from Eligible List

- 1. The name of any person appearing on an eligible list may be removed by the Director under the following conditions:

SECTION 600: CERTIFICATION OF ELIGIBLE LISTS AND CANDIDATES (Continued)

- a. The eligible person requests in writing that his or her name be removed.
- b. The eligible person cannot be located by postal authorities or other means of ordinary communication within a reasonable time as determined by the Director.
- c. The name of an eligible person has been certified three (3) times and the candidate has declined to be interviewed or has not been selected for appointment.
- d. For any cause, either specified or not specified in these Rules, for which the Director determines that a candidate does not possess qualifications or other characteristics which the Director determines important for the position being filled. This includes, but is not limited to, honesty, character, ethical behavior and reputation.

D. Duration of Eligible Lists

1. Under normal circumstances, an eligible list shall remain in effect for a period of one (1) year from the date of original certification. At the discretion of the Director, an eligible list may be extended or renewed for a period of six (6) months. A second six (6) month extension or renewal may also be authorized by the Director. The extensions or renewals may be made at any time prior to the certification of a new list.
2. An eligible list may be allowed to expire at any one of the critical time periods (i.e., after the first year of active status, after the first six-month extension, or after the second six-month extension).
3. The normal maximum life of an eligible list is two (2) years from the original date of certification. Under certain circumstances, the Director may determine that a particular eligible list should be extended beyond the normal two-year period. An eligible list may be extended when, in the process of being utilized to fill a Civil Service vacancy, it reaches its final expiration date. Once the vacancy has been filled, the list will automatically become expired and a new list will be created for future vacancies as the need arises.

SECTION 600: CERTIFICATION OF ELIGIBLE LISTS AND CANDIDATES (Continued)

E. Corrections to an Eligible List

1. The Director may make changes to an eligible list when such changes are required and in the best interest of the City. The normal conditions which would mandate a change to an existing certified eligible list are:
 - a. A clerical error or miscalculation during the scoring process, which results in a candidate appearing on the list who is ineligible, or which results in an inappropriate ranking of candidates.
 - b. The omission of a candidate who was eligible to appear on the list.
2. When such an error has been discovered, the eligible list will be corrected to reflect the accurate information. Such a correction may be unilaterally enacted by the Director. If such a correction occurs, there shall be no need to re-establish or recreate a new eligible list, and the certification date shall not change.
3. Any appointment made prior to the discovery and subsequent correction of any error on an eligible list shall not be invalidated. Any referral in progress shall be continued to its conclusion, unless otherwise determined by the Director.
4. Should significant errors or inaccuracies exist in a certified eligible list, the Director may, at his or her discretion, determine that such list should be vacated.

F. Abolishment of an Eligible List

1. When fewer than the number of names which can be certified for positions to be filled remain on an eligible list, the Director shall determine whether the remaining eligibles shall be certified or whether the list shall be vacated.
2. When all the names on an eligible list have been certified, removed, employed, etc., the eligible list shall be considered exhausted.
3. The Director may vacate an existing eligible list, should he determine that such an action is in the best interests of the City.

G. Use of Alternate Eligible Lists

1. When a vacancy occurs in the classified service and there is no eligible list in effect for that position, an alternate eligible list already in existence may be used. The Director shall determine which, if any, of the existing eligible lists is appropriate for the position(s) in question.

SECTION 600: CERTIFICATION OF ELIGIBLE LISTS AND CANDIDATES (Continued)

2. The procedure for certification of names from an alternate list shall be the same as all other certifications.

H. Special Provisions for Public Safety Dispatcher Position

1. When a vacancy occurs within the classified position of full-time Public Safety Dispatcher and an eligible list for that position exists, any person who has successfully performed the same position for the City of Kettering, whether previously or currently, whether on a part-time, interim or other basis, and that same person is interested in being considered for the existing full-time vacancy may be considered along with the appropriate number of candidates certified on the eligible list. Such a person must submit a written request to the Director requesting consideration. Such person need not be a then current City of Kettering employee.
2. When a vacancy occurs within the classified position of full-time Public Safety Dispatcher and there is no eligible list in effect for that position, the Director may take action to determine if there are persons who have successfully performed the same position for the City of Kettering, whether previously or currently, whether on a part-time, interim or other basis, and if such persons are interested in being considered for the existing full-time vacancy. If such a person is interested in being considered for such vacancy then that person must submit a written request to the Director requesting consideration. Such person need not be a then current City of Kettering employee.
3. The Department Director may request, and the Director may approve, such appointment to an existing full-time vacancy. The time served as a part-time employee shall not count in determining the length of the probationary period for the full-time classified position.

SECTION 700: LATERAL ENTRY

A. General Provisions

1. The process of Lateral Entry is established as a method for hiring Police Patrol Officers and Firefighters who have already been trained by other jurisdictions (or this jurisdiction).
2. This form of initial appointment meets the criteria of a non-competitive selection process into the classified Civil Service for Police Patrol Officers, Firefighters and Paramedics, since it is recognized that trained Patrol Officers, trained Firefighters and trained Paramedics possess unique and exceptional qualifications and experience for which it is impracticable to ascertain the merit and fitness of applicants through competitive examinations. Qualifications which are impracticable to test for include, but are not limited to, past performance and behavior and demonstrated success as a Police Officer, Firefighter or Paramedic.
3. The Director shall establish, at the Director's discretion, the criteria required for a candidate to qualify for consideration and selection under a Lateral Entry process.
4. The Director may apply the Lateral Entry process to other classified positions where the Director deems it to be in the best interest of the City of Kettering.
5. The Director may also authorize the selection of Police Patrol Officers through a non-competitive selection process should it be determined that it is in the City's best interest to require a four-year baccalaureate degree for entry-level Police Patrol Officers, with or without prior Police Officer experience.
6. Positions filled through these procedures are therefore exempt from competitive examination.
7. New employees selected through these procedures shall obtain and retain all other rights attributed to the classified service, following successful completion of the probationary period.

SECTION 800: TEMPORARY/INTERIM PROMOTIONS

A. General Provisions

1. When a vacancy occurs in a promotional-level position in the classified service because of separation or authorized leave of absence of an employee, the appointing authority may request that the Director certify, for temporary/interim appointment to the vacant position, the names of the three persons standing highest on an appropriate promotional eligible list.
2. Such appointment shall continue only for the period of absence of the original employee.
3. A temporary/interim promotion shall not grant to the promoted employee any permanent right to the higher position classification.
4. At the completion of the temporary/interim promotion, the employee shall return to the position held prior to the temporary/interim promotion, and the name of the employee promoted shall be returned to its former position on the appropriate eligible list, if that same list is still active.
5. An employee may refuse temporary/interim promotion, and such refusal shall not affect the employee's standing on the eligible list or current employment status.
6. In the absence of an eligible promotional list, the temporarily vacant position may be filled, on an interim basis, by an employee in the next lower classification based on the recommendation of the Department Director and the approval of the Director.

SECTION 900: APPOINTMENT/EMPLOYMENT STATUS OF CLASSIFIED EMPLOYEES

A. Appointment Categories

1. **Original Appointment:** Individuals who are not currently classified employees within the City and who are selected for a classified position shall receive an original appointment into the classified service. An original appointment to any position commences with the required probationary period.
2. **Provisional Appointment:** An employee may be provisionally appointed to a vacant or newly created classified position for which no Civil Service eligible list exists. Employees appointed provisionally are not classified employees and do not obtain such status automatically or after any given length of service in the provisional status. Under normal circumstances, provisional appointments should not exceed six (6) months in duration. When a provisional employee has performed well and the six-month period is exhausted, the employee may submit a request to obtain full-time, classified status. Such requests should be submitted to the Director in writing. The decision of the Director to authorize or deny full-time classified status shall be appealable to the Commission.
3. **Temporary or Interim Appointment:** A temporary or interim appointment may be made to fill a classified position vacated due to separation or leave of absence of the incumbent employee. Such an appointment shall not grant to the temporary appointee any permanent rights to the position.
4. **Emergency Appointment:** An emergency, as the term is used in this Section, means any unforeseen condition which is likely to cause loss of life or damage to property, the stoppage of services, or serious inconvenience to the public. Upon receipt of a request from a Department Director citing such emergency condition(s), the appointing authority may authorize one or more temporary emergency appointments, for the duration of the emergency. Such emergency appointments shall be limited to the duration of the emergency as determined by the City Manager. The position classifications in which Emergency Appointees are placed may be existing or newly created classified position classifications.
5. **Promotional Appointment:** Whenever practicable and in the best interest of the City, as determined by the Director, vacancies in positions above the entry level shall be filled by promotion of eligible employees already in City service. No promotional appointment shall be final until the employee has successfully completed the

SECTION 900: APPOINTMENT/EMPLOYMENT STATUS OF CLASSIFIED EMPLOYEES

(Continued)

designated probationary period. (See also Section 800: Temporary/Interim Promotions.)

B. Probationary Period

The probationary period is the final stage of a selection process. A classified employee must satisfactorily complete a probationary period for continued employment. Satisfactory completion of the probationary period must be documented by a formal evaluation rating of satisfactory or above.

1. **Initial Appointment:** Each newly appointed classified employee shall be required to serve a probationary period of 12 months. The Director may extend an employee's probationary period for a reasonable amount of time (up to 12 additional months) if it is determined that an extended period of observation and evaluation is appropriate. Any extension of the probationary period beyond an additional 12 months must be approved by the Commission. A probationary employee may be dismissed for any reason at any time during the original or extended probationary period.

2. **Promotions:** An employee who has served an initial probationary period is subject to an additional six (6) month probationary period upon promotion. The Director may extend the probationary period for a reasonable amount of time (up to 6 months). Any extension of the probationary period beyond an additional six (6) months must be approved by the Commission. An unsatisfactory probationary employee may be:
 - a. Reinstated to the position in which he or she was serving prior to the promotion, provided that an appropriate vacancy exists, or
 - b. Placed upon the appropriate eligible list for his or her former position if an appropriate vacancy does not exist, or
 - c. Assigned to a similar position in another job class, or
 - d. Removed from employment with the City.

The Director must authorize such action and shall inform the appointing authority and Commission of the decision.

SECTION 900: APPOINTMENT/EMPLOYMENT STATUS OF CLASSIFIED EMPLOYEES

(Continued)

C. Change in Employment Status

1. **Transfer**: The appointing authority may transfer an employee from one position to another within the same or similar classifications. A transfer shall not be used to promote, demote, increase, or decrease the salary of a classified employee. No person shall be transferred to a position for which he or she does not possess the required minimum qualifications. The Director shall determine whether the employee possesses the necessary qualifications for transfer to the position in question.

An employee who would like to request a transfer must submit a written request to the Director.

2. **Reinstatement to Eligibility Lists and Classified Positions**: Any classified employee who maintained a satisfactory record of service and who has separated from City service in good standing may request reinstatement to the position or a similar position. A written request for reinstatement must be submitted to the Director within a period from the effective date of separation determined to be appropriate by the Director. Reinstatements must be authorized by the appointing authority and may be handled by the employee being:

- a. reinstated to an appropriate eligible list, should a list for that position exist;
- b. placed on an appropriate eligible list of one, should no eligible list for the position exist;
- c. reinstated to the position from which they separated or to a similar class/position should a vacancy within that appropriate classification exist;
- d. reinstated to the next available vacancy within the appropriate position/classification, should no immediate vacancy exist.

The Director shall consider performance evaluations, length of previous service, the circumstances governing separation from classified service, and the recommendations of the immediate supervisor and the appointing authority in making a determination for reinstatement.

When a reinstated employee's name is placed on an existing eligible list, that individual's eligibility for reemployment shall expire two years from the date on

which that individual's name was placed on the appropriate list(s). An employee whose name is reinstated to an eligible list is subject to all rules governing such

SECTION 900: APPOINTMENT/EMPLOYMENT STATUS OF CLASSIFIED EMPLOYEES
(Continued)

lists. An employee who is approved for reinstatement to an appropriate vacant position is subject to the normal pre-appointment processing for that position as well as all normal employment restrictions and conditions governing the classified service. The Director may require that a reinstated employee serve a new probationary period commencing with the date of reinstatement.

The name of an employee who resigns from City service shall be removed from any active promotional list, and it shall not be returned to a promotional list by the act of reinstatement to a position or entry eligible list. Such employee must compete for a rank on any subsequent promotional lists, without regard to the fact that any position or ranking had been obtained on a promotional list prior to resignation. (Exception: on a promotional list, a returning veteran's civil service status will be restored in compliance with Ohio Revised Code 5903.03.) Service or seniority calculations for eligibility to compete in a promotional process will be calculated from the date of reinstatement. Prior service, regardless of whether it is in the same position or not, shall not apply for the purposes of promotion, layoff, etc., except for Police Sergeant and Lieutenant promotional exams where total years of service as a Kettering Police Officer will be used for computations, and Fire Captain and Fire Battalion Chief promotional exams where total years of service as a full-time Kettering Firefighter will be used for computations.

3. **Reclassification:** A position reclassification may occur when a specific position or group of positions has undergone a significant change in the kind, difficulty, or degree of responsibility entailed in the work performed within that position. Such a reclassification may result in the assignment of that position to a higher, lower or similar classification based on the type of changes and duties which have occurred. The Director shall assess reclassifications in order to determine whether or not the new position belongs in the classified service. The Commission shall confirm the placement of positions within the classified service. Changes in compensation due to a reclassification are beyond the jurisdiction of the

Commission, and shall be at the discretion of the appointing authority and City Council.

SECTION 900: APPOINTMENT/EMPLOYMENT STATUS OF CLASSIFIED EMPLOYEES
(Continued)

4. **Demotion (Reduction)**: The appointing authority may demote an employee whose ability to perform required duties has fallen below acceptable standards or for disciplinary purposes. Demotions for disciplinary purposes shall only be made for cause, based on an assessment of merit and fitness. However, a voluntary written statement from an employee agreeing to a demotion shall be considered sufficient basis for such action in the absence of evidence to the contrary. Written notice of the demotion shall be given to the employee at any time prior to the effective date of the demotion; a copy of the demotion shall be filed with the Director. A classified employee may appeal a non-voluntary reduction in pay and/or position to the Commission. (See Section 1300: Appeals to the Civil Service Commission).
An employee who feels unable to perform adequately in his or her current position may voluntarily request a reduction or demotion in position classification from the appropriate Department Director.
5. **Layoffs**: See Section 1100: Reduction in Force.
6. **Suspension, Removal, Discharge**: See Section 1000: Suspension, Removal, Discharge.

SECTION 1000: SUSPENSION, REMOVAL, DISCHARGE

A. Merit and Fitness

Once an employee has successfully completed the probationary period, the employee shall obtain regular full-time classified status. Employment in the classified service shall be contingent upon continuous demonstration of merit and fitness. That is, the employee must demonstrate appropriate behavior and satisfactory performance of working responsibilities and duties as required for the position held. An employee who fails to perform satisfactorily, or who exhibits inappropriate, undesirable, or illegal behavior is subject to disciplinary action.

B. Suspension

The appointing authority may suspend without pay an employee for disciplinary reasons, or for other just cause, based on the standards of merit and fitness. The appointing authority will provide written notice of the suspension and the reasons for the suspension shall be given to the employee by the Department Director or other designee. A copy of the suspension action and the reasons for such suspension which were provided to the employee shall be filed with the Director for the Commission.

Suspensions which are for a period of less than or equal to five (5) working days are not subject to appeal before the Commission. If a suspension exceeds five (5) working days, a regular classified employee has the right to submit an appeal to the Commission for a hearing on its merits unless specifically otherwise provided by a collective bargaining agreement. (See Section 1300: Appeals to the Civil Service Commission).

C. Removal or Discharge

A classified employee may be discharged by the appointing authority for activities which are prohibited by established orders, rules, regulations, policies or procedures or for activities or behaviors which fail to meet the standards of merit and fitness or otherwise constitute poor job performance or poor behavior. Any of the following activities are just cause for dismissal (removal or discharge) from City service: incompetency; inefficiency; dishonesty; drunkenness; immoral or inappropriate conduct; insubordination; discourteous treatment of the public or of coworkers; neglect of duties; violation of the rules of the Commission or of the appointing authority; failure of good behavior; misfeasance, malfeasance or nonfeasance in office. These are examples of just cause for dismissal; in no instance are they to be considered all-inclusive.

SECTION 1000: SUSPENSION, REMOVAL, DISCHARGE (Continued)

The appointing authority shall provide written notice to the employee of the removal, setting forth the specific charges and/or reasons for the discharge and stating an effective date. Notice of dismissal shall be personally delivered to the employee or the employee's address by a designated City employee, or it shall be mailed by certified or registered letter to the employee's last known address. A copy of the complete notice provided to the employee shall be filed with the Director for the Commission at the time it is provided to the employee.

A permanent classified employee has the right to appeal a discharge or removal action to the Commission, in accordance with the provisions of these Rules, except to the extent validly modified by a collective bargaining agreement. (See Section 1300: Appeals to the Civil Service Commission).

SECTION 1100: REDUCTION IN FORCE

A. Reduction in Personnel

The City Manager, as the appointing authority, shall determine when and for what reasons it is necessary to reduce the number of employees, which departments and position classifications will be affected and the actual number of employees to be reduced (laid-off) in each position classification. Although not limited to the following, a reduction in force or layoff is generally due to a lack of funds, a lack of work or the need to abolish (permanently delete from the organization) a position(s) due to a lack of continued need for such position(s). The means for notification of employees of layoffs shall be at the discretion of the City Manager.

B. General Rules Regarding Layoff

A reduction in the number of employees within a position classification shall generally be governed in accordance with this section.

All layoffs from any position shall be based upon combined seniority and performance credit; however, where special skills are needed, these will prevail. The combined credit is the result of multiplying performance credit by seniority credit.

1. **Seniority Credit:** For the purposes of layoff, seniority credits shall only be given with regard to any position, for service in that position or in another position with skills that include the position under consideration. Only appointment to a full-time permanent position shall be considered. One (1) seniority credit shall be awarded for each full quarter year of service. No partial credits are awarded. If an employee is terminated and later reappointed, only service from the date of reappointment shall be used.

2. **Performance Credit:** All performance evaluations within the last two (2) years preceding the date of layoff shall be averaged to calculate performance credit. If there has been no performance evaluation within the last two years, the employee shall receive credit for standard performance. Percentage values have been assigned to the Overall Rating section of the performance evaluation form:

Outstanding	150%
Above Standard	125%
Standard	100%

Below Standard	75%
Unsatisfactory	50%

SECTION 1100: REDUCTION IN FORCE (Continued)

3. **Displacement Rights (Bumping)**: An employee displaced from a job shall in turn displace (bump) the employees in the same department or division in an equal or lower paying job, whose combined credits are lower. An employee will bump into the highest pay range available under these rules and will bump the individual in that range whose combined credit is lowest. Neither temporary nor provisional employees have any seniority, and provisional employees shall be retained in an overstaffed position only when required by specially needed skills. Employees who are on probation in an overstaffed classification will be retained there only when required by specially needed skills. Within any classification (with those exceptions) probationary employees have precedence over provisional employees, who in turn have precedence over temporary employees. Except for positions which have been identified as unskilled, the employee bumping into the job must have previously held the job successfully or a job with skills that include it. For the purposes of layoff, Street Service I, II and III shall be treated as one classification; Parks Service I, II and III shall be treated as one classification; and Buildings Service I and II shall be treated as one classification; and all other classification series which are subject to non-competitive promotion shall be treated as one classification. Examples of such non-competitive series are:

- Buildings Service I and II
- Parks Service I, II and III
- Streets Service I, II and III
- Firefighter I, II and III
- Clerk Typist I and II
- Secretary I and II
- Traffic Engineering Technician I and II
- Traffic Control I and II

The Director may identify other non-competitive series. If the City permits supervisors or other unclassified employees to bump back into a classified position previously held, their seniority credits and performance credits shall be calculated as provided by these Rules. Classified Civil Service employees whose jobs are permanently abolished may exercise bumping rights as provided by these Rules.

SECTION 1100: REDUCTION IN FORCE (Continued)

C. Retention of Seniority

Seniority shall be broken, and right to employment shall cease, in the following cases:

1. Discharge;
2. Resignation;
3. Retirement;
4. Absence due to layoff for a period of two years (unpaid balance will not count toward advancement in pay grade promotion);
5. Failure to return to work upon recall within the period provided by these Rules;
6. Expiration of any authorized leave.

D. Recall

Employees shall be recalled from layoff using the same principles as in the case of layoff.

1. An employee must either return to work within 5 days of delivery of the notice of recall to the last address provided to the City or within that time notify the City of intent to return within an additional 7 days, and the employee must then do so.
2. The City may temporarily fill the position at its discretion during that time.
3. Notice of recall shall be by certified or registered mail to the last address the employee gave the Human Resource Department.
4. Employees may turn down a recall to a lower paid classification and remain on the recall list.
5. The City shall not hire new employees into bargaining unit jobs as long as there are employees on recall lists who are eligible by this section, to be reinstated to the position, qualified to fill the position and who will accept the position.

E. Collective Bargaining Agreements

Layoff and recall procedures contained in collective bargaining agreements shall supersede these procedures for employees specifically covered by the agreement, to the extent provided in the agreement.

SECTION 1200: PROHIBITED PRACTICES

A. Appointment, Promotions, and Conduct of Examinations

No person or combination of persons shall defeat, obstruct or defraud the administration of a Civil Service examination in any manner. No person shall falsify information or results of an examination. No person shall request or receive any sum of money as a condition of application, examination, appointment or promotion. Violation of these Rules is cause for immediate removal.

B. Equal Employment Opportunity

Individual merit and fitness shall be the determinant in employment decisions within the City's classified service. All employment or promotional decisions will therefore be made without regard to political or religious affiliation, race, sex, creed, color, national origin or physical or mental disability, unless there is a lawful and bona fide requirement to do so.

SECTION 1300: APPEALS TO THE CIVIL SERVICE COMMISSION

A. Actions Subject to Appeal

An employee who is in the classified service, and who has satisfactorily completed the designated or extended probationary period, may appeal certain employment actions to the Commission for reconsideration. The following employment actions may, under certain circumstances, be appealed:

1. Demotions;
2. Suspensions of more than five (5) working days;
3. Layoffs;
4. Reclassification for disciplinary reasons;
5. Terminations.

Decisions of the Commission in such matters shall be final.

B. Filing of Appeals

When a classified employee wishes to file an appeal with the Commission, such appeal must be presented in writing, and submitted to the Director within ten calendar days of the date that notification of the contested employment action was received by the employee. The Commission shall make every effort to conduct the appeal hearing for the employee without excessive delay.

C. Conduct of Appeal Hearings

The Commission shall declare the hearing to be either public or private, with consideration to the wishes of the employee, the City, and applicable public information and privacy laws. The Commission shall have the power to subpoena and require the attendance of witnesses required for the proper conduct of the hearing, the authority to require that applicable documents be produced by witnesses and relevant parties for review by the Commission, and the authority to administer oaths during the conduct of hearings. The Commission is under no obligation to follow strict legal rules of evidence or procedure, and has the latitude to determine the manner and conduct of each hearing.

After the hearing and consideration of the evidence, the Commission shall render a decision affirming, disaffirming or modifying the judgment and action taken by the appointing authority. The Commission may further order the restoration of the employee to a position with or without the loss of pay for the period of time which has elapsed between the filing of

SECTION 1300: APPEALS TO THE CIVIL SERVICE COMMISSION (Continued)

charges and the rendering of a decision. The Commission may take any alternative action that may be appropriate to the specific circumstances of the case before their consideration, but in no case may it recommend or authorize the payment of monetary damages or award beyond the real amount of compensation involved in the particular case.

The findings and decision of the Commission shall be certified to the appointing authority and to the appellant (employee) and/or the appellant's representative. Either the appointing authority or employee may appeal the decision of the Commission to the Court of Common Pleas, in accordance with Chapter 2506 of the Ohio Revised Code.

Should the appellant or appellant's representative fail to appear before the Commission or a designated hearing officer at the scheduled hearing time, such failure shall be considered grounds for dismissal of the hearing. No further action by the Commission shall be necessary.

D. Hearing Officer

The Commission may appoint a hearing officer, who may preside, take testimony, and receive evidence at the hearing on behalf of the Commission. The hearing officer may request the issuance of subpoenas for specific witnesses and/or request the Commission to require the submission of relevant documents for the proper conduct of the hearing. Hearings shall be conducted with a court reporter present who shall record all testimony, mark all exhibits and administer oaths to witnesses. A transcript of the hearing shall be prepared and presented to the Commission which shall then make its decision based upon the evidence and testimony presented in the transcript. The Commission may have the hearing recorded on audio tape or audio-visual tape, in which case the hearing officer will mark exhibits and administer oaths.

The Commission may, but is not required to, request a recommendation from the hearing officer regarding the disposition of the particular case involved. The hearing officer, at the request of the Commission, is entitled to attend the Commission's deliberations following the hearing. The Kettering Commission may provide for compensation for the hearing officer.

SECTION 1300: APPEALS TO THE CIVIL SERVICE COMMISSION (Continued)

E. Right to Counsel

The employee-appellant shall be entitled to personally appear before the Commission or hearing officer, produce evidence, and have the right to counsel. The appointing authority or a designee may also appear personally before the Commission or hearing officer, produce evidence and retain the right to be represented by counsel. The Commission may, at its discretion, have its own counsel present at all hearings and deliberations.

F. Collective Bargaining Agreements

Appeal procedures contained in collective bargaining agreements shall supersede these procedures for employees covered by those agreements, to the extent provided in the agreements.

SECTION 1400: INTERGOVERNMENTAL COOPERATION

A. General Provisions

In instances where it is deemed practical and in the best interests of the City, the Director may actively pursue cooperative recruitment, examination and selection processes in conjunction with other local governmental units, without violating the rules of this Commission. Any such cooperative efforts must be conducted in a manner consistent with the established Rules of the Commission.

SECTION 1500: GENERAL AND DEFINITIONS

A. General Provisions and Definitions

1. The interpretation of these rules and the City Charter pertaining to Civil Service shall be at the discretion of the Director, appealable to the Kettering Civil Service Commission. There shall be no appeals to Kettering City Council. This includes, but is not limited to, determining which positions meet the Charter criteria for inclusion in the classified or unclassified service, and when it is or is not practical to use examinations for entry into the classified service or promotion in the classified service.
2. These rules shall also apply to the Kettering-Moraine School system to that extent authorized by the Commission.
3. There shall be no instance where employees within the City or within any unit of the City are placed on a separate eligibility list or placed at the top of an eligibility list in an open recruitment by virtue of their employment with the City, unless specifically authorized by the Commission, or by the criteria of reinstatement to a position or other criteria specifically addressed in these Rules.

4. **Definitions.**

“Director” means the Director of Human Resources, or his or her designee, unless the context clearly shows that a designee is not to be used.

“Commission” means the Civil Service Commission.

“Appointing Authority” means the City Manager, or his or her designee, except where the context clearly shows that a designee is not to be used.

“City” means the City of Kettering, Ohio.

“Or” includes “and”, except where the context shows that it is not intended to do so.

“He”, “his”, and “him” include “she”, “her” and “hers” in all cases.

**ADDENDUM
CLASSIFICATION OF SERVICE**

The Civil Service of the City is divided into classified and unclassified service.

A. The following is a non-exclusive list of those positions identified as being in the classified service:

1. Regular full-time clerical and staff positions:
 - Clerk or Aide I and II
 - Administrative Designer
 - Finance Technician I and II
 - Information Systems Technician
 - Desktop Support Technician
 - Planning and Development Technician
 - Police Records Specialist
 - Secretary I, II and III*

2. Regular full-time safety service and safety support positions except for Chiefs and Assistants:
 - Community Service Specialist
 - Fire Battalion Chief
 - Fire Captain
 - Firefighter
 - Jailer
 - Police Lieutenant
 - Police Sergeant
 - Police Patrol Officer
 - Public Safety Dispatcher
 - Uniformed Deputy Bailiff

3. Regular full-time skilled technical or craft positions:
 - Buildings Maintenance Mechanic
 - Buildings Service I and II
 - Parts Inventory Attendant
 - Engineering Technician III-Construction Inspector
 - Engineering Technician-CAD Design/Surveyor/Traffic
 - Engineering Technician IV

- Equipment Mechanic I
- Equipment Mechanic II
- Lead Equipment Mechanic
- Parks Service II and III
- Street Service II and III
- Street Service IV
- Traffic Control III
- Traffic Signal Technician

4. Regular full-time non-supervisory inspectors:

- Inspectors in the Department of Planning and Development: may serve as inspectors in the areas of electrical, housing, plumbing, property, and zoning.

*Exceptions: Secretaries to City Manager, Assistant City Manager, and Department Directors or secretaries who also serve as secretaries to Boards and/or Commissions.

B. The following is a non-inclusive list of those positions identified as being in the unclassified service:

- a. All officers elected by the people.
- b. Persons appointed to fill vacancies in elective offices.
- c. Members of Boards and Commissions.
- d. The City Manager and Assistant City Managers.
- e. The Clerk of Council.
- f. All Directors of Departments and Divisions and other professional and supervisory positions.
- g. The following is a non-inclusive list of unclassified positions that are professional and supervisory:
 - Administrative Systems Director
 - Assistant City Engineer
 - Assistant Finance Director
 - Assistant Fire Chief
 - Assistant Law Director
 - Assistant Public Service Director
 - Assistant Volunteer Administrator
 - Attorney I and II

- Budget Manager
- Chief of Police
- City Engineer or Architect
- City Planner
- Civil Engineer
- Civilian Dispatch Supervisor
- Community Information Manager
- Compliance and Inclusion Manager
- Crime Analyst
- Design Engineer
- Economic Development Manager
- Engineering Surveyor
- Equipment Maintenance Supervisor
- Facility Maintenance Manager
- Facility Maintenance Supervisor
- Facility Coordinator
- Fitness Coordinator
- Finance Director
- Financial Analyst
- Fire Chief
- Fire Marshal
- Fleet Manager
- GIS Manager
- Human Resource Coordinator
- Human Resource Director
- Human Resource Manager
- Information System Manager
- Law Director
- Neighborhood Services Manager/City Planner
- Parks, Recreation and Cultural Arts Director
- Parks, Recreation and Cultural Arts Manager I, II and III
- Parks, Recreation and Cultural Arts Supervisor
- Parks, Recreation and Cultural Arts Superintendent

- Planning and Development Architect
- Planning and Development Director
- Planning and Development Engineer
- Police Captain
- Public Service Director
- Purchasing Manager
- Senior Building Inspector
- Senior Safety Supervisor
- Senior Services Coordinator
- Street Maintenance Manager
- Street Maintenance Supervisor
- Tax Manager
- Volunteer Administrator

h. Secretaries to the City Manager, Boards and Commissions, Department Directors and Division Directors.

i. Unskilled labor:

- Buildings Attendant
- Parks Service I
- Street Service I

j. Provisional employees whose employment shall not exceed one hundred and twenty (120) days in one calendar year.

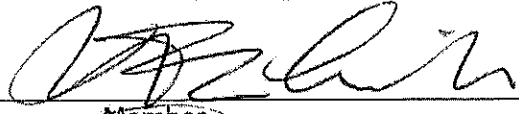

k. Any office or position requiring peculiar or exceptional qualifications (to include fiduciary or confidential relationships and positions which may be temporary in nature due to the use of federal or state funds or special project identification.)

- CDBG Housing Specialist
- CDBG Program Coordinator
- CDBG Program Manager
- Human Resource Technician
- Fire Service Specialist

l. All employees working less than full-time or who are seasonal or temporary employees as defined and authorized by City Council:

This group shall include any employees not regularly scheduled to work or otherwise be in a paid status for forty (40) hours per week or fifty-two (52) weeks per year. Part-time and seasonal employees include those which are identified as such in the table of organization of the City's Personnel Ordinance or other similar documents identifying part-time, seasonal or other non-full-time positions.

By action of the commission, these designations shall be in full force and effect.

<u>6/7/2023</u> Effective Date	 Member
	 Member