



AGREEMENT BETWEEN  
THE CITY OF FAIRFIELD, OHIO  
AND  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES (AFSCME)  
OHIO COUNCIL #8, LOCAL #3646

EFFECTIVE APRIL 1, 2023 THROUGH MARCH 31, 2026

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## ARTICLE 1 - PREAMBLE

### SECTION 1

The City of Fairfield, Ohio (hereinafter referred to as "City" or "Management" or "Employer"), and the American Federation of State, County and Municipal Employees, AFL-CIO, Ohio Council #8, Local #3646 (hereinafter referred to as "Union"), has as its purpose the promotion of harmonious relations between the City and Union; the establishment of an equitable and peaceful procedure for the resolution of differences; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and the establishment of an entire agreement covering wages benefits, and times and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual provisions and agreements contained in this Agreement, the City and the Union (collectively referred to as the "Parties") agree to the following terms and conditions as they relate to the employees in the bargaining unit as hereinafter defined.

### SECTION 2

This Agreement is subject to all applicable laws of the State of Ohio, Charter provisions and Civil Service rules and regulations, both existing and future, and is subject to applicable and existing ordinances of the City of Fairfield. This Agreement shall be construed as requiring City officials to follow the procedures, agreements, and policies prescribed herein to the extent they are applicable in the exercise of the authority conferred upon such officials by law. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law, existing or promulgated in the future, or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

### SECTION 3

In the event of enabling legislation during the life of this Agreement or any extension hereof, to include matters subject to collective bargaining which were not included on the effective date of this Agreement, negotiations on these new matters shall begin not later than twenty (20) calendar days from receipt of notice to negotiate by either party unless grandfathered in by said collective bargaining legislation. If any agreement is reached as to these new matters, it shall be reduced to writing, jointly signed and incorporated herein.

## ARTICLE 1A - RECOGNITION

### SECTION 1

The Employer recognizes the Union, Ohio Council #8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local 3646, American Federation of State, County and Municipal Employees, AFL-CIO, as the sole and exclusive collective bargaining representative of full-time employees assigned to the following classifications as follows:

Including all full-time employees in the following classifications or positions: Clerk I, Clerk II, Data Entry Operator I, Data Entry Operator II, Account Clerk I and II, Dispatcher, Custodial Worker, Custodial Maintenance Worker, General Foreman, Crew Foreman, Maintenance Worker and Laborer, Chief Mechanic, Mechanic, Laborer, Traffic Signal Maintenance Technician I, Traffic Signal Maintenance Technician II, Greenskeeper, Maintenance Worker, Turf Mechanic/Maintenance, Cashier, Job Foreman, Park Ranger, Water Foreman, Water Operator/Maintenance, Meter Reader, Turf Manager, Building Inspector, Heating Inspector, Electrical Inspector, Zoning Clerk and Animal Control Officer.

Excluding: all other employees of the City of Fairfield.

### SECTION 2

Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement as defined in Section 1 above.

### SECTION 3

The adjustment of a wage inequity for a particular classification or positions is subject to negotiation at labor-management meetings. The City and the Union shall each have the right to propose wage adjustments at labor-management meetings. If the City and Union are unable to agree on any particular wage adjustment, the wage rate shall remain as provided in this contract and shall be subject to negotiation at the next contract renegotiation or wage reopeners.

### SECTION 4

Should the Employer establish a new job classification or positions in which the Union has a community of interest, a labor-management meeting will be held at the request of either party to discuss whether the new position should be added to the bargaining unit. The Employer and the Union shall notify the State Employment Relations Board that the new position or classification is added to the bargaining unit. The Employer and the Union shall negotiate the rate of pay for the new job classification. In the event agreement cannot be reached, the Employer will establish the rate of pay and the Parties will negotiate the rate of pay for the new job classification or positions at the next contract renegotiation or wage reopeners.

## ARTICLE 2 - STATEMENT OF PURPOSE

### SECTION 1

It is the intent and purpose of the Parties hereto that this Agreement shall provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the Parties, but of the citizens of Fairfield. Toward this end, the Parties hereto agree to devote every effort to assure that the Employer and the bargaining unit members and officers will comply with the clear provisions of this Agreement.

### ARTICLE 3 - UNION SECURITY

The Employer agrees to make bi-weekly payroll deductions for membership dues and initiation fees from pay or wages of bargaining unit employees upon receipt of an individually signed voluntary check-off authorization card on a form to be supplied by the Union and a membership list from the Union as stated below. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information.

The Employer will provide a list of the names of all bargaining unit employees and will notify the Union of any changes in the list for any reason. The Union will provide a list of those bargaining unit employees from whom membership dues and/or initiation fees should be deducted and will certify the amount to be deducted from each employee on a bi-weekly basis.

Upon any changes in the membership roster or changes in the bargaining unit, the Union will notify the Employer and provide an updated list of new members authorizing dues deduction. Dues deducted pursuant to the provisions of this Article shall be remitted to the Union within fifteen (15) days of their deduction. With each remission of dues or initiation fees, the Employer will transmit a list including the name of the employees from whom Union dues or initiation fees have been deducted, the amount withheld from each employee and the year to date total withheld for each employee.

The Union agrees to indemnify, defend and hold the Employer and its officials, representatives, assigns, and agents harmless against any and all claims, demands, suits, orders or judgments brought or issued against the Employer as a result of any action or inaction of the Employer pursuant to the provisions of this Article, including but not limited to any claim that an improper deduction has been made.

It is specifically understood that the only responsibility the City assumes is to deduct dues and initiation fees in the amount specified by the Union and to forward such dues and initiation fees according to the terms of this Agreement. The Union agrees to accept full liability financially and legally for any charges which may be filed, fees, penalties, punitive damages, costs, and/or back pay liability arising out of the City's actions or inactions involving dues or initiation fees.

The Union President or their designee may meet with newly hired employees who are represented by the Union for up to fifteen (15) minutes during the newly hired employees regularly scheduled working hours. The meeting time and location will be selected and approved by the department head or their designee. This meeting shall occur within thirty (30) calendar days from the employee's first day of work. Neither the Union President, their designee nor the newly hired employee shall be paid for time spent meeting outside of their normally scheduled hours.

## ARTICLE 4 - REPRESENTATION, CONSULTATION, AND NEGOTIATION

### SECTION 1

The Employer agrees that no more than four (4) non-employee officers and representatives of the Union shall be admitted to the Employer's facilities and sites during working hours upon reasonable advance notice to the City Manager. Such visitations shall be mutually agreed upon for the purpose of investigating employee complaints, to participate in the adjustment of grievances, and attend other meetings covered herein. The Union agrees that such activities shall not interfere with the normal work duties of employees except to the extent otherwise authorized herein. The City Manager reserves the right to designate a reasonable meeting place and to provide a representative to accompany the Union officer or representative where safety requirements do not permit unlimited access to the facilities or sites.

### SECTION 2

The Parties agree to consult and negotiate in good faith on matters concerning the terms and conditions of employment with the intention of reaching agreement, reducing such agreement to writing and making such writing enforceable as a contract. To this end, they agree to meet personally and through representatives authorized to take effective action at reasonable intervals and at reasonable times and places at the request of either party.

Except in case of emergency or upon waiver of notice by the other party, a party proposing a matter for negotiation shall give written notice to the other party describing in detail the subject desired to be discussed at least ten (10) days before the meeting to consult and negotiate. Such notice shall be sent to the Appointing Authority of the Employer or his/her designated representative, respectively.

### SECTION 3

No more than seven (7) employees shall be on the negotiation team. The non-employee Union Staff Representative(s), not to exceed two (2), shall be in addition to the seven (7) employee representatives. One (1) alternate shall be defined and may attend in the absence of a regular representative.

The Employer agrees to reimburse the employee representatives who serve on the Union Bargaining Committee for time spent in actual meetings with the Employer to renegotiate this Agreement where such meetings take place during such employee's regularly scheduled straight-time hours on the days in question. The Employer shall not be obligated to pay overtime for such additional hours. The Employer will not reimburse employees for any expense incurred in fulfilling their positions as representatives on the Union Bargaining Committee. The Union will notify the Employer in writing of the names and normal shift schedules of employees selected to serve on the Union Bargaining Committee at least one (1) calendar week prior to the first scheduled negotiation date. Employees selected will notify their immediate supervisors of their selection, and of all scheduled negotiation dates, as soon as such information is made known to the selected employees.

### SECTION 4 - LABOR MANAGEMENT COMMITTEE

The Parties agree that there will be a Labor Management Committee, consisting of not more than four (4) representatives of the City and four (4) representatives of the Union, which shall meet to investigate, study, discuss and resolve issues affecting labor-management relations.

### SECTION 5

Consultation, negotiations, and other representation activities necessary to further the purposes of the Agreement are recognized as a proper part of the conduct of the Employer's business and shall normally take place during duty hours. Employees representing either the Employer or the Union in these joint

activities shall be given sufficient time during duty hours without loss of pay or other benefits to perform these functions provided that prior to participation in any such representation activity, such employees must personally notify their immediate supervisor of such activity.

## **SECTION 6**

Meetings of the committees of the Union will be permitted in approved meeting rooms when and where work is not interrupted by such meetings, and when such meetings are not held during the regularly scheduled work hours of the participants on the day in question.

## **SECTION 7**

Duly elected Union delegates or alternates to the annual conventions or conferences of the Union, who are members of the bargaining unit, shall be granted time off without pay except as provided herein for purpose of participating in such conferences and conventions. The number of employees who are granted time off under this section shall not exceed two (2) employees in any one (1) calendar year and total time off allowed under this section shall not exceed ten (10) employee working days per calendar year. The Employer agrees to pay regular straight-time pay for up to a combined total of five (5) employee work days for the employees who attend such conferences and conventions on their normally scheduled work days. The Employer shall approve the use of vacation and/or personal days by such employees, provided that the employees have vacation and/or personal days available. The Union shall give the Employer at least one (1) week written notice of the employees who will be attending such functions.

## ARTICLE 5 - MANAGEMENT RIGHTS

### SECTION 1

The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to: the selection, transfer, assignment and layoff of employees, the termination of probationary employees, the termination for just cause of other employees; the making, amending and enforcing of reasonable work rules and regulations; the securing of revenues of the City; the exercise of all functions of government granted to the City by the constitution and statutes of the State of Ohio and the City Charter and ordinances; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and, from time to time as to what service the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and, from time to time, the changing or abolition of such practices or procedures; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number of employees required; the establishment and changing of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or management may determine to be necessary for the orderly and efficient operation of the City; and the determination of the size and composition of the work force. The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary. The City will not use this section to contravene rights granted by this Agreement to members of the bargaining unit individually or collectively.

## ARTICLE 6 - NON-DISCRIMINATION

### SECTION 1

The Employer, its officers and agents, and any person or persons of agencies responsible to the Employer and the Union and its officers and members shall not discriminate for or against any employee on the basis of race, religion, color, national origin, veteran status, ancestry, medical condition, genetic information, sex, sexual orientation, gender identity, gender expression, disability, marital status, employee organization, or political affiliation, age, or for the purpose of evading the spirit of this Agreement. This includes all City programs, activities, and hiring practices. The Union and the Employer will not tolerate discrimination, harassment, or retaliation and will take steps to ensure that the public, employees, and stakeholders are not subject to a hostile environment because of any City service. The Employer and the Union agree to abide by the provisions of applicable federal, state, and local laws and state or federal executive order.

### SECTION 2

The Union and the Employer agree that membership in the Union shall be open to all employees in the bargaining unit of the Employer regardless of race, color, religion, national origin, veteran status, ancestry, medical condition, genetic information, sex, sexual orientation, gender identity, gender expression, disability, marital status, political affiliation, or age. The Employer agrees that there shall be no discrimination toward employees by virtue of participation or non-participation in Union affairs as provided by Chapter 4117 of the Ohio Revised Code.

## ARTICLE 7 - HOURS OF WORK, OVERTIME, PREMIUM PAY

### SECTION 1 - NORMAL HOURS

- A. The normal work week for payroll purposes shall be a forty (40) hour work week.
- B. The normal scheduled work week shall consist of five (5) consecutive work days of eight (8) work hours each or four (4) consecutive work days of ten (10) work hours each, as scheduled by the City Manager. Such schedules shall be posted in each department or division at least one (1) month in advance, but may be changed pursuant to SECTION 1, subsection E of this Article.
- C. When possible, off days shall be scheduled consecutively.
- D. The normal work day shall consist of first, second, and third shift. The first shift is any shift which regularly starts on or after 6:00 a.m., but on or before 9:00 a.m. The second shift is any shift which regularly starts on or after 2:00 p.m., but on or before 4:00 p.m. The third shift is any shift which regularly starts on or after 9:00 p.m., but on or before 11:00 p.m. All shifts for all employees covered by this Agreement shall be scheduled for starting times within the hours stated above for first, second, or third shift.
- E. Changes in a division's posted normal work schedules shall be made only after thirty (30) days of notice has been given the employees, unless the City Manager declares an emergency, in which case notice shall be given as soon as practicable. Changes in normal work shifts may be made with less than thirty (30) days of notice by mutual agreement between the City and the affected divisional employees.

Temporary changes in the normal work shift of an individual employee shall be made only after twenty-four (24) hours of notice has been given the employee, steward, and immediate supervisor, or at any time the City Manager declares an emergency.

Permanent changes in the normal work shift of an individual employee shall be made only after seven (7) days of notice has been given the employee, steward, and immediate supervisor, or at any time the City Manager declares an emergency.

- F. All employees shall be paid biweekly. Biweekly pays will be for the two-week period ending at the end of the regularly scheduled shift for each class of employee on the previous Monday morning, and payday shall be on or before the Tuesday of the following week, with deposit notices available at 2:00 p.m. on payday. Direct deposit of paychecks is based upon the written authorization and instructions of the employee. All employees shall have their paychecks directly deposited into their personal account at a financial institution of their choice. The City will endeavor to provide the direct deposit option with local financial institutions but shall not be required to furnish the direct deposit option with any particular financial institution if the City determines that it is impracticable to do so. The City shall have no responsibility for any errors or omissions made by the employee's financial institution with regard to the direct deposit of the employee's paycheck or the employee's personal account.

### SECTION 2 - OVERTIME AND PREMIUM PAY

- A. The rate of one and one-half (1-1/2) times the regular rate of pay shall be paid in each of the following instances:
  1. For all work performed in excess of the employee's normally scheduled work hours in the twenty-four (24) hour period beginning with the start of an employee's normal shift.
  2. For all work performed in excess of forty (40) hours in any normal work week for which overtime has not previously been earned, except for personnel working continuous operations at the Water Division who will be paid overtime when in excess of the normal work schedule.

3. All work performed on Saturday and Sunday, except for employees performing regularly scheduled shift work on Saturday.

B. Relief Operators - Replacement of Operators

1. Relief operators may be assigned to work an operator's schedule when management knows twenty-four (24) hours in advance of an operator's time off. The relief operator(s) will be selected first from qualified water division operator maintenance workers on the basis of seniority if no one desires the position, the least senior qualified operator maintenance worker in the division will be assigned the position of relief operator(s). The relief operator(s) will be paid "the relief operator's" wages as shown in the attached Appendices when working as a relief operator(s) and their regular wages when not working as relief operator(s). The relief operator position(s) will be posted for change every twelve (12) months. If more than one (1) relief operator is designated, the assignment shall rotate after each relief operator has fulfilled five (5) relief shifts. Any employee assigned relief operator responsibilities will be required to become certified in the lab and, once certified, will be required to maintain said certification until the next general lab recertification; all lab certified employees will be required to perform required monthly lab tests in order to maintain certification. The Employer will work with the employee to ensure that the employee's schedule will enable the employee to meet that requirement.
2. Plant Operators shall not be called in to work on maintenance call-ins unless needed personnel cannot be obtained by calling all maintenance personnel in their respective division, or in the case of an emergency.
3. Maintenance personnel shall not be called in to work on operator call-ins unless needed personnel cannot be obtained by calling all operator personnel in their respective division, or in the case of an emergency.
4. Meter Reader personnel will be eligible for overtime within the Water Division provided they are qualified to perform the work.

#### SECTION 3 - PYRAMIDING OF PREMIUM AND/OR OVERTIME PAY

The allowance of overtime or premium payment on any hour for which an employee receives overtime or premium compensation eliminates that hour from consideration for overtime or premium payment on any other basis. If the time worked falls under two or more overtime and/or premium pay classifications, the higher rate shall prevail. This section shall not eliminate shift premium, where applicable, during overtime hours.

#### SECTION 4 - TRADING OF WORK SHIFTS

Employees may, with twelve (12) hours prior approval of their supervisor, trade shifts or time off incrementally, but in no case will a trade of less than one (1) continuous hour be permitted; fifteen-minute (15) increments thereafter. In the event of such trade any overtime pay shall only be paid to the employee who actually works the shift and this shall not result in additional overtime pay by the City.

#### SECTION 5 - DISPATCHER SHIFT SELECTION

All Dispatchers shall be permitted to select non-rotating shifts by seniority once each six months, except as otherwise provided hereinafter. Selections for a schedule to begin January 1 and July 1 each year shall be made from a posted list of shifts which shifts shall include the designated days off for each listed selection. If the Police Chief has good cause to make Dispatcher shift assignments not in accordance with seniority, the Police Chief shall so state such cause in the written change of shift assignment. The assignment of shifts by the Police Chief contrary to seniority shall not be arbitrary or capricious and if such assignment is

grieved by any Dispatcher, the burden of proof shall be upon the grievant. This paragraph shall not affect the ability of the Police Chief to determine the number of Dispatchers required on any particular shift at any time, subject to the provisions of SECTION 1 above.

## ARTICLE 8 - ROTATION OF OVERTIME OPPORTUNITIES

### SECTION 1

Whenever practical, the Employer will rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime.

### SECTION 2

Management will post, in the appropriate division, overtime lists biweekly on Wednesday following the end of the pay period. This list will contain the employee's name and total overtime worked as well as hours refused during the two week pay period ending at 7:00 a.m. on Monday. The list will also include aggregate overtime hours for the current record-keeping period (see SECTION 3 below) including hours worked and refused, in addition to hours worked in the other divisions or departments.

### SECTION 3

Overtime will be offered to the full-time employees within the division who, on the roster, have the fewest aggregate hours worked and refused among those within the division who are qualified and normally perform the work that is being assigned for overtime. Overtime among such employees shall be kept within sixteen (16) hours, if possible. Unless otherwise agreed upon, aggregate overtime hours worked and refused among employees shall be calculated in a one (1) calendar year period.

A. Under normal conditions, overtime shall be offered:

1st - by division for those qualified based on division overtime

2nd - by department for those qualified based on division overtime

3rd - City-wide based on total overtime.

B. Snow Operations

The following employees shall receive a five hundred-dollar (\$500.00) incentive to be paid the first pay period in May following the snow season:

- 1) Employees who hold an appropriate CDL and are assigned snow plowing duties; and
- 2) Employees who are not assigned regular snow plowing duties that hold an appropriate CDL, sign up for the snow plowing volunteer list in September/October and respond, if/when called.

When snow or ice removal operations are necessary on an around-the-clock basis, work schedules will be rearranged accordingly. Employees working snow operations will generally be scheduled to a working shift between 7:00 a.m. and 7:00 p.m. or between 7:00 p.m. and 7:00 a.m. The first eight (8) hours worked during the twenty-four (24) hour period beginning at 7:00 a.m. of all regularly scheduled work days will be paid at straight time hourly rates. Overtime rates will be applied to all hours worked in excess of eight (8) in the twenty-four (24) hour period beginning at 7:00 a.m. of all regularly scheduled work days. The City will guarantee payment of a minimum of eight (8) hours straight time pay for each of the first five (5) twenty-four (24) hour periods in the employee's regularly scheduled work week. In order to facilitate the transition for those assigned to the 7:00 p.m. to 7:00 a.m. shift, the hours for the first twenty-four (24) hours of snow operations may be varied as appropriate.

Snow operations overtime shall be offered:

- 1<sup>st</sup> - by division for those employees who can perform snow removal based on division overtime.
- 2<sup>nd</sup> - by department for those who can perform snow removal based on division overtime.
- 3<sup>rd</sup> - City wide for those employees who can perform snow removal based on total overtime.

Work during snow operations shall be subject to the following restrictions:

- 1) Maximum sixteen (16) hours in a twenty-four (24) hour period with minimum of six (6) consecutive hours off duty.
- 2) The City reserves the right to send an employee home from his/her regular shift
  - a) to comply with the sixteen (16) hour requirement
  - b) in anticipation of having the employee work a later shift.In the event the employee is not required to work the later shift, the City will guarantee payment of his/her normal shift hours. If a number of bargaining unit employees are sent home in anticipation of working a later shift but not all of that number of bargaining unit employees are required to work a later shift, those who actually do work the later shift will be paid the overtime rate for all hours actually worked.
- 3) During snow operations, the City reserves the right to vary the requirements under SECTIONS 3-A and 3-B in order to properly staff division operations in a continuing twenty-four (24) hour basis. The City will, however, try to maintain the overtime equalization as much as practical.

C. Court Overtime

Overtime for bargaining unit employees supervising community service work release personnel from the Fairfield Municipal Court shall be known as "court overtime". Qualified full-time bargaining unit employees may voluntarily elect to participate in court overtime by signing a volunteer sign-up list to be circulated among department/division personnel. City departments and/or divisions to be utilized for court overtime shall be determined by management. Court overtime offered to bargaining unit members by management shall be offered to those full-time employees on the volunteer sign-up list on a rotating basis within the department or division selected for the court overtime. Employees who work or refuse court overtime under this subsection shall not be charged on the overtime list within their department or division under SECTION 2, above. Supervision of community work release personnel from the Fairfield Municipal Court may be performed by Court personnel at the discretion of the Court.

D. Dispatcher Required Overtime Procedure

- 1) The Employer shall maintain a "Required Overtime List" in order to track and distribute required overtime hours among dispatchers. The Employer may at its discretion delegate the responsibility for maintaining the Required Overtime List to the Dispatch Foreman. The term "required overtime" generally refers to overtime used to fill the needs of a specific shift.

- 2) The Required Overtime List shall include the names of all employees on each shift, in order of their seniority, and the most recent date that they were required to work overtime on a shift. Employees shall work overtime on each shift in the order their name appears on the Required Overtime List, beginning with the least senior employee on the list. The Required Overtime List shall be revised every January 1 and July 1 to correspond with the biannual shift-bidding process in ARTICLE 7, SECTION 5 on *Dispatcher Shift Selection* of the collective bargaining agreement. The order in which employees are required to work overtime will start with the least senior employee when any change to the list occurs on January 1 and July 1 each year.
- 3) If no employee, including a non-union part-time dispatcher, has volunteered to work the overtime opportunity prior to the start of the overtime need, the Employer may require employees on the shift preceding the overtime opportunity to work the overtime in the order such employees' names appear on the Required Overtime List, beginning with the least senior employee on the list every January 1 and July 1.
- 4) The sole remedy for any employee in the Dispatch Division who is not offered overtime in accordance with ARTICLE 8 is limited to providing that employee the next overtime opportunity (or opportunities) with the equivalent or greater number of overtime hours.

#### SECTION 4

Where there are errors in the distribution of overtime opportunities, the Employer will be given the opportunity to correct the error. The sole remedy for any employee who is not offered overtime in accordance with ARTICLE 8 is limited to providing that employee the next overtime opportunity (or opportunities) with the equivalent or greater number of overtime hours.

#### SECTION 5

If any employee cannot be contacted, he/she shall be charged with the overtime hours offered and the attempt to contact shall be recorded.

#### SECTION 6

If the employee with the fewest overtime hours (i.e., worked and refused according to the overtime list referenced in SECTION 2, is on his/her regularly scheduled day off, he/she will be given the opportunity to work the complete eight (8) hour shift, provided that the overtime is available.

#### SECTION 7

No employee will be considered for overtime of a non-emergency nature who is on approved leave.

#### SECTION 8

In the case of an emergency declared by the City Manager, an employee who is able to work shall not refuse overtime offered.

## ARTICLE 9 - REPORT-IN, CALL-IN WORK AND STAND-BY DUTY

### SECTION 1

An employee who is called in to work outside his normal work shift shall be paid the applicable shift differential and one and one-half (1-1/2) times the regular rate of pay.

- A. There shall be a minimum of three (3) hours per call-in, providing call-in is three (3) hours prior to normal work shift.
- B. Employees called in to work shall receive one-half (1/2) hour travel time from home to work provided the hours worked do not abut the employee's regularly scheduled work shift and the overtime hours worked are less than eight (8) hours.
- C. In the event that an employee responding to a call-in event completes the assignment in less than sixty (60) minutes, the employee will be compensated for the appropriate call-in minimum per paragraph A and allowed to leave work. However, should the need for an additional call-in arise within the time period for which the employee had already been compensated, the same employee is expected to remain available for call-in and to respond to additional call-ins without additional compensation for the time period he or she was already compensated. Additional time beyond the period already compensated will be paid at the appropriate rate without an additional minimum.

### SECTION 2

Any member who accepts a request by the Employer to work during hours outside his/her regularly scheduled straight-time hours on the day in question shall only be paid for the actual hours worked at the applicable rate of pay, where such additional hours abut his/her regularly scheduled straight-time shift hours on that day.

At the discretion of the supervisor upon the request of the employee, an employee called in before the start of his/her regularly scheduled shift may be excused from the balance of his/her regular shift without using accumulated leave time. Employees requesting to use leave will use personal leave or vacation leave unless the employee claims illness. Overtime pay received as a result of such call-in will be charged on the overtime list for all hours paid at the overtime rate of pay.

### SECTION 3

#### THIS SECTION IS APPLICABLE ONLY TO OPERATOR MAINTENANCE WORKERS (OMW)

In order to maintain essential water services, it is required that an OMW be available at all times, to address system failures and other water emergency situations outside normal working hours. The Employer may assign employees on a rotating basis to be on Stand-by Duty, as provided in this Article. One (1) employee shall be assigned to be on Stand-by Duty.

Employees assigned to Stand-by Duty shall be provided a Department vehicle, if desired by the employee, and must be available to receive telephone calls from the Water Treatment Plant Operator (Operator) notifying them that they must report to work to address system failures and other emergency situations.

Employees assigned to Stand-by Duty shall:

- A. Receive and acknowledge, within fifteen (15) minutes, all emergency calls;

B. Take appropriate responsive action, including but not limited to:

1. Responding to the location where an emergency exists within ninety (90) minutes of initial notification, and addressing, remediating and/or controlling the situation as appropriate;
2. Requesting assistance of other staff, if needed, with support from the Operator;
3. Informing supervisors of major emergencies;

C. Advise Operator and/or management when a repair crew is needed.

No later than October 1 of each year, a list shall be posted for all Water Division OMW's to volunteer and select preferences for weeks to be assigned Stand-By duty for the following year. Voluntary preferences shall be assigned by rotating seniority when employees sign up for the same week(s). Employees shall submit their selections no later than November 1 of each year.

After November 1, all remaining weeks shall be assigned by management to Distribution and Plant Maintenance staff by rotating reverse seniority.

The Employer shall assign Stand-By Duty for periods of seven (7) consecutive days, from the end of the workday on Monday to the end of the workday on the following Monday. Employees assigned Stand-by Duty are responsible to be available to work upon notification from the Operator unless the employee arranges in advance for another, qualified employee to cover the assignment, with prior notice to the Operator. Employees on Stand-By duty shall have the right to trade or give away partial weeks. All changes shall be reported to the Operator and Management in advance.

In the event that an employee requests to use vacation time off for a period during which the employee has already been assigned Stand-by Duty, then the employee shall secure replacement coverage by another qualified employee. If the employee is unable to do so, the vacation request may be denied at the discretion of the supervisor. In the event that an employee is unable to perform Stand-by duty because of illness, the employee must notify the Operator and the immediate supervisor or Division Head as soon as practicable, and management shall secure coverage for the Stand-by Duty by following the standard overtime list provisions. The Employer retains the right to require a physician's statement.

Employees assigned Stand-by Duty shall be paid \$71.43 for each full day of duty, or \$500.00 for each full week of duty. The compensation provided under this Section is in addition to wages earned for the hours actually worked in responding to an emergency. An employee on Stand-By duty that is called in for an emergency event and works past midnight shall be paid at time and one-half for any regularly scheduled hours worked the following day.

Any employee assigned to Stand-by Duty who fails to respond to an emergency call, or who fails to respond in the needed and appropriate fashion, shall forfeit all Stand-by Duty compensation for that day and may be subject to progressive disciplinary action. Any employee assigned to Stand-by Duty who calls in sick shall forfeit all Stand-by Duty compensation for that day.

#### SECTION 4

Except for personnel assigned to continuous operations, members who are late for work after having made every earnest effort to report to work on time, but were unable to do so due to local conditions beyond their control, such as inclement weather or severe snow storms, shall be allowed to remain to work up to four (4) hours beyond their scheduled hours in order to complete their scheduled hours of work for the day in question, provided there is work to be done and approved by immediate supervisor and such will result in no overtime or shift premium pay to the employee.

Personnel Assigned to Continuous Operations

1. If a Water Plant operator calls in sick, the Water Plant operator on duty shall continue working for an additional four (4) hours. The Water Plant operator who is to report on the next shift should be called and requested to report four (4) hours early. If the Water Plant operator reporting for the next shift cannot be contacted, the Water Plant operator on duty shall continue working until the next Water Plant operator comes in on his/her normal shift. Twelve (12) hour shifts should be eliminated in the case where a Water Plant operator should report for work four (4) hours early for the first shift. In that case, the second shift Water Plant operator shall work the entire third shift.
2. If two dispatchers working the same shift are notified that a dispatcher from the next shift is unable to report as scheduled and no other dispatcher can be contacted to fill the vacancy following the internal procedure established by the Chief of Police, then the junior dispatcher, unless mutually agreed otherwise by the two on-duty dispatchers, shall continue working for an additional four (4) hours. A dispatcher who is to report on the next shift should be called and requested to report four (4) hours early. If a dispatcher scheduled for the next shift cannot be contacted, the dispatcher on duty shall continue working until the next scheduled dispatcher reports for his/her normal shift.
3. An employee who does not report for his/her assigned shift on time and does not call in at the beginning of his/her assigned shift shall not be entitled to work the shift. The procedure outlined in SECTION 4, paragraphs 1 and 2 shall be used to replace the employee.

## **ARTICLE 10 – WAGES, SHIFT PREMIUMS, AND CLOCK-IN TIME**

### **SECTION 1 - WAGE RATES**

- A. The wage rates are set forth in attached Appendix A. Employees shall receive a 2.5% base wage increase effective April 1, 2023, April 1, 2024 and April 1, 2025.
- B. All qualifications in lower pay steps must be met before advancement to the next pay step can occur. Unless otherwise specifically indicated in the Appendices, the rate of advancement through the steps is a maximum of one (1) step per year. Employees who are hired in the Operator/Maintenance Worker classification who have an Ohio water supply or distribution license will be paid at a rate one (1) step below the rate applicable to the person's license for a period of one year. After one year, the person will be paid at the rate specified for the employee's license on the Operator/Maintenance Worker pay schedule.
- C. Existing employees with prior experience in the Maintenance Worker Laborer or Meter Reader classifications with the City who are appointed to the Operator Maintenance Worker classification shall receive credit for such prior experience at a rate of one (1) year of credit for each two (2) years of such prior experience. This credit shall qualify an eligible employee for an appropriate experience based rate of pay for the Operator Maintenance Worker classification. Credit will be granted in full year increments only and, in no event, shall such an employee be granted credit in excess of two (2) years.

Employees in the Meter Reader classification, or who have served in the Meter Reader classification, who are subsequently appointed to the Maintenance Worker Laborer classification shall receive credit for prior experience in the Water Division equal to their experience as a Meter Reader up to a maximum credit of two (2) years. Such employees will be required to obtain a CDL within six (6) months of the new appointment or revert to the starting rate of pay for the Maintenance Worker/Laborer classification.

For purposes of determining pay, no credit for prior experience with any other Employer will be given to any employee hired by the City as an Operator Maintenance Worker, Meter Reader, or Maintenance Worker Laborer.

### **SECTION 2 - SHIFT PREMIUM AND CLOCK-IN**

- A. For Dispatchers only, a premium of \$0.51 per hour for work performed on the second shift and a premium of \$0.61 per hour for work performed on the third shift shall be paid over and above the Dispatcher's regular rate of pay. For Operator-Maintenance Workers assigned to rotating shifts at the Water Plant only, a premium of \$0.50 per hour shall be paid over and above the Operator- Maintenance Worker's regular rate of pay on all shifts. The applicable shift premium shall be included in the employee's base rate of pay used in overtime calculations. For all other employees of the bargaining unit, there will be no shift premium. The members of the bargaining unit acknowledge that additional base pay increments negotiated as a part of the contract effective April 1, 2014 were accepted in lieu of the prior practice of paying shift premium to all employees and that the employees still receiving shift premiums as noted above who had their shift premiums reduced also received such additional, base pay increments effective April 1, 2014.
- B. No premium shall be paid for work performed in the first or day shift, unless continuing from the third shift.
- C. The City uses the "seven minute down, eight minute up" rounding rule for timekeeping. This means the City allows a seven (7) minute grace period to all employees through the time clock

system before docking pay for that particular day. Although an employee will not be docked pay, they shall be subject to work rules and disciplinary action with regard to attendance, punctuality, and tardiness. An employee shall not clock-in more than seven (7) minutes prior to nor after their scheduled shift without prior authorization by a Department Head or their designee. Employees clocking in at eight (8) minutes to fifteen (15) minutes after their scheduled start time will not receive pay for the missed time unless he/she is permitted by management to use one-quarter (1/4) hour of vacation or personal time. Employees shall not clock-out more than seven (7) minutes after their scheduled shift without prior authorization by a Department Head or their designee. Using personal time to cover tardiness does not excuse the employee of work rules and disciplinary action with regard to attendance, punctuality, and tardiness.

### SECTION 3 - EQUIPMENT PROFICIENCY AND TESTING

This section shall only apply to the Maintenance Worker Laborer classification. Equipment proficiencies shall be classified as follows:

Status One: Requires a Class A or Class B Commercial Driver's License (CDL).

Status Two: Requires ability to operate any specialized equipment listed for the department in which the employee is assigned. Employees will be trained on the operation of equipment appropriate to their job assignment. Employees must acknowledge their training and knowledge of equipment manual by written sign-off and will be subject to periodic review of their ability to operate the equipment properly.

Street Division: Bucket truck, truck bed mounted aerial personnel lift, skid steer loader ("bobcat") and attachments, truck mounted lift gates, electrical generating equipment (portable and stationary), roller, engine driven pumps, all-terrain vehicle, leaf/wood chippers, shredders and grinders, specialized tractors/mowers, street sweeper, vactor, fork lift, paint machine, sign machine.

Employees performing snow removal and ice control: trucks with snow/ice control equipment but excluding those trucks equipped with large wing-plows.

Parks department: leaf/wood chippers, shredders and grinders, tree spade, specialized tractors/mowers, spraying equipment.

Building maintenance: specialized tractors/mowers, trencher, skid steer loader ("bobcat") and attachments, street sweeper, snow blower.

Status Three: Requires successful completion of proficiency testing on one of the following pieces of equipment as appropriate to the employee's assignment:

Backhoe, front end loader, grader, case Cruz-Aire "grade all", track loader, thermoplastic machine, road patcher, snow removal trucks equipped with large wing-plows.

Status Three proficiencies will be retested every three (3) years. Should an employee fail a retest, the employee will be required to pass that same Status Three proficiency test within one (1) year of the failure or, after that one (1) year, the employee's rate of pay will be reduced to the rate for the qualifications the employee meets at that time.

Appropriate Parks Department personnel may substitute one (1) of the following to meet the Status Three Equipment Proficiency requirement OPRA Grounds and Facilities Maintenance School, and Irrigation Repair School. Unless a period is specified by the agency issuing any of these certifications/licenses, the employee will be required to be

re-certified every three (3) years.

Lists of equipment may be amended from time to time as agreed by both Parties as appropriate or as additional equipment is acquired.

Status Three proficiency tests will be administered by a panel composed of:

- A. Fleet manager or his/her department director;
- B. Safety director or his/her department director; and
- C. An operator certified on the piece of equipment being operated on the test. Said operator shall be a bargaining unit member if there is a bargaining unit member so certified.

Requirements for individual board tests will be determined by the Proficiency Board itself. The Proficiency Board shall administer the test collectively and shall be present at the time of test.

Progression and pay rates shall be made according to the qualifications as outlined.

#### SECTION 4 - WATER DIVISION LICENSURE RATES

An employee in the Meter Reader classification in the Water Division who obtains a water supply and/or a water distribution license from the State of Ohio shall be entitled to have the employee's hourly rate of pay increased by the following appropriate increment:

Class I Water Supply \$ 0.50 per hour	Class I Water Distribution \$ 0.25 per hour
Class II Water Supply 1.00 per hour	Class II Water Distribution 0.50 per hour
Class III Water Supply 1.50 per hour	

An increment will be added to an eligible employee's hourly rate of pay beginning with the next pay period following written notification to management that the license has been obtained. An increment shall only be paid so long as the employee retains each license and it is current. If one license should supersede the other, the employee's hourly rate will only reflect the license(s) that are current.

Any Meter Reader employee currently (as of 3/31/17) receiving pay for licensure rates that is inconsistent with the agreed upon language above shall have his/her pay red-lined until his/her rate of pay matches or exceeds his/her hourly rate as of 3/31/17.

## ARTICLE 11 - LONGEVITY AND ATTENDANCE INCENTIVE AWARD

### SECTION 1 - LONGEVITY

Longevity shall be paid at the following rate on an equal basis to all permanent, full-time, non-elected employees:

1. Sixty dollars (\$60) for each full year an employee has been consecutively employed by the City of Fairfield as of November 1 for all employees with one (1) to eight (8) years of service.
2. One hundred dollars (\$100) for each full year an employee has been consecutively employed by the City of Fairfield as of November 1 for all employees with nine (9) or more consecutive years of employment.
3. This pay is to be received the last payday in November.

Any employee who resigns his or her position (except to immediately accept another position with the City of Fairfield), retires, or is terminated shall immediately cease to be entitled to such longevity payments. If any such employee begins working for the City again, he or she shall receive no longevity payments until he or she has again completed one (1) full year of service and shall then begin receiving longevity payments as above described.

Determination of the addition of each year of service shall be calculated as of the employee's anniversary of employment with the City.

Longevity payment shall be paid out of the same funds as prescribed for the employees' regular wages.

### SECTION 2 - ATTENDANCE INCENTIVE AWARD

- A. Each permanent, full-time employee shall be eligible to be paid an annual incentive award of \$225.00 if the employee achieves perfect work attendance.
- B. This benefit will be paid on or before January 15 of the year following the year of perfect attendance.
- C. Employees absent from work due to vacation, holiday leave, funeral leave, personal days, attendance at seminars, training functions, or other duty-related absences from the normal work schedule shall not be considered absent from work for purposes of this benefit. Any leave without pay shall disqualify an employee from receiving this benefit or as directed by law.
- D. The period for measuring such attendance record shall commence on the first day of the first pay period paid in a calendar year and end on the last day of the last pay period paid in the same calendar year.
- E. Newly employed and separating employees shall be eligible for a prorated benefit based on one-twelfth (1/12) of the award, as merited by the employee's attendance for each completed service month. To receive credit for a service month, the employee shall have worked in that entire month.

## ARTICLE 12 - TEMPORARY RECLASSIFICATION / ASSIGNMENT

### SECTION 1

Any employee assigned by supervision to a classification with a pay scale less than that regularly paid to such employee, shall be paid at his/her regular rate.

### SECTION 2

Any employee assigned in writing by the City Manager or his/her designee to a classification with a higher rate of pay than his/her present classification, shall be paid the higher rate of pay for the entire time worked in the higher classification.

## ARTICLE 13 – VACANCIES, PROMOTIONS, TRANSFERS AND PROBATIONARY PERIOD

### SECTION 1 - VACANCIES AND TRANSFERS

Vacancies shall be filled and transfers shall be accomplished pursuant to Civil Service Rules and Regulations as set up by the Charter of Fairfield and the Ohio Revised Code except that an employee shall be permitted to request a transfer to a vacant position in this bargaining unit within his/her job classification upon written request of the employee provided that the City will select the employee to transfer from among the internal applicants requesting the transfer. The vacancy created when an internal applicant is appointed to the vacant position shall be filled from a group consisting of internal applicants requesting a transfer and those qualified and eligible candidates on an approved Civil Service Eligibility List. The employee so transferring shall transfer at his/her existing rate of pay or a higher rate of pay within the job classification if the employee is qualified for the higher rate of pay. The Employer will post written notice of such vacancy for a period of three (3) working days prior to filling the vacancy by other means. An employee may only transfer once in any twelve (12) month period under this section, unless the City agrees otherwise in writing. Management may deny an employee's request for a transfer. If such a denial is grieved by the employee, the burden of proof shall be on the employee.

The Parties agree that when an individual transfers from one division to another within the same job classification, the person shall retain the rate of pay at the step comparable to his or her previous position for at least ninety (90) days. If the person has not been certified to operate the necessary equipment or has not attained all the other requirements for that pay rate (including the appropriate, required category of spraying license where applicable) within said ninety (90) days after transfer, he or she shall revert to the pay step for which he or she is qualified within that job classification and shall advance from that step as required certifications or qualifications are met.

Current full-time employees who achieve a passing score of 70% or more on a Civil Service examination or other competitive process for an initial appointment will receive seniority credit. The seniority credit will be limited to four percent (4%) of the applicant's passing test score (including dispatcher examinations). Seniority credit shall not be added to test scores for positions in the Fraternal Order of Police or International Association of Fire Fighters bargaining units or any other public safety position. Employees shall not be eligible to receive extra credit during their probationary period.

### SECTION 2 - PROMOTIONS

Vacancies in the classified service of the bargaining unit covered by this Agreement shall be filled in so far as practicable by promotions of existing City employees in accordance with civil service law. The Employer has the option to fill or not fill any vacancy. However, once a vacancy is posted, it will be filled pursuant to Civil Service Rules and Regulations, if applicable.

A new employee will start at the bottom of the classification for which he/she was hired. The new employee will then proceed through the classification until he/she has reached his/her qualified level.

Current City employees who change classifications by means of promotion or appointments shall be placed in a classification pay range for which he/she is qualified. If a person who has been promoted is removed during the promotional probationary period, he/she will be returned to a position at a rate of pay at least equal to his/her rate of pay prior to the promotion.

### SECTION 3 - PROBATIONARY PERIOD

All newly hired employees and employees who are promoted to a higher job classification shall serve a probationary period and no appointment or promotion is final until the appointee has satisfactorily served his/her probationary period. The duration of the probationary period shall be twelve (12) months. All probationary appointees shall be evaluated at least once during the first half of their probationary period. If the appointing authority's decision is to remove or reduce the probationary appointee, the appointing authority shall indicate the reason or reasons for such decision in a communication to the probationary

appointee and the Civil Service Commission. The probationary appointee shall have no right to grieve said removal or reduction or appeal such removal or reduction to arbitration or the Civil Service Commission. Employees missing thirty (30) or more scheduled work days, during his/her probationary period shall have the probationary period extended for the total number of scheduled work days missed.

#### SECTION 4 - JOB OPENINGS REPORT

On a monthly basis, the City will furnish to the Union a summary status of job openings and jobs filled during the period. Where known, the City will explain the status of open positions. Such reports shall also be posted on appropriate bulletin boards throughout the organization.

## ARTICLE 14 - CORRECTIVE ACTION AND PERSONNEL FILES

### SECTION 1

The tenure of every employee of the Employer shall be during good behavior and efficient service. Except as provided in Article 22, no Employee shall be reduced in pay or position, suspended, discharged, or removed except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, any other failure of good behavior or any other acts of misfeasance, malfeasance or nonfeasance in office, nor shall the Employer take any form of corrective action against any member in the bargaining unit except for just cause.

### SECTION 2

The Employer agrees that principles of progressive corrective action will be followed with respect to minor offenses, that is, an oral warning for the first offense and any subsequent offense where such action is deemed appropriate, one or more written reprimands prior to any suspension for subsequent offenses; thereafter, more severe corrective actions may be taken. The Employer will give copies of all notices of pre-disciplinary hearings and written corrective actions taken to the affected member and to the Ohio Council 8 Union staff representative and the Union President.

Any objections to or allegations regarding such corrective action or documents by the affected member may be pursued through the Grievance Procedure and Arbitration as provided herein, or may be appealed to the Civil Service Commission, if applicable, but not both.

### SECTION 3

Verbal or written reprimands will be removed from the employee's personnel file after a one (1) year period from the date of the reprimand and shall be removed from the employee's record, provided that there are no intervening written reprimands and/or suspensions during the one (1) year period. Suspensions of three (3) days or less will be removed from the employee's personnel file after a two (2) year period from the date of the suspension and shall be removed from the employee's record, provided that there are no intervening written reprimands and/or suspensions during the two (2) year period.

### SECTION 4

It is recognized by the Parties that the Employer may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer. However, to the extent that any records, papers, or other documents covering members of the bargaining unit are not legitimately considered unavailable to review by such members, every member shall be allowed to review his or her personnel file at any reasonable time, upon request.

If any member is involved in a grievance regarding which matters in his or her personnel file may be material, a Union officer or other Union representative will also be granted access to the member's personnel file at reasonable times where such access is authorized in writing by the employee member.

### SECTION 5

For the duration of this Agreement, and any extensions hereof, if a member, upon examining his/her personnel file, has reason to believe that there are inaccuracies in those documents to which he or she has access, the member may write a memorandum to the Employer's Appointing Authority or his/her appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Appointing Authority or his or her representative sustains such allegation, he or she may do one of the following: (1) the member's memorandum may be attached to the material in question and filed with it, and the Appointing

Authority or his or her representative shall note thereon his or her concurrence; or, (2) the Appointing Authority or his or her representative may remove the inaccurate materials from the personnel file if he or she feels that its inaccuracies warrant such removal.

## SECTION 6

A performance appraisal system is intended to be beneficial to both the employee and the Employer. The written documentation and the discussion that takes place with an appraisal should:

- Provide an effective, honest communication between a manager and an employee.
- Recognize accomplishments and effective performance.
- Point the way to employee training and development.
- Define examples of insufficient performance, where expectations are not being met.
- Define performance improvements needed and specific expectations to be met.
- Build a sense of commitment and ownership from both the employee and the managers.
- Increase the effectiveness of the overall team of City employees.

In order to assure fairness, the employee shall always be the last person to sign his or her evaluation. Should any person add comments to an evaluation after the employee last saw it, such evaluation shall, for all purposes, be viewed null and void and will be immediately removed from all records of the Employer, including the employee's personnel file. The refusal of an employee to sign his or her performance evaluation shall be noted thereon, but shall not otherwise affect the use or validity of the evaluation.

## SECTION 7

The Employee's signature on any performance evaluation shall be viewed by the Parties only as a representation that he or she reviewed the evaluation. It shall not be viewed as a representation that he or she concurred in any or all of the matters contained therein. Employees will be permitted to make and to attach comments to their completed performance evaluation.

## SECTION 8

All provisions of this Agreement are subject to the legal requirements on the Employer regarding public records. Reference requests of supervisors shall be handled in a routine manner by the Human Resources Division.

## SECTION 9

Copies of any job descriptions furnished to the Civil Service Commission by the Employer shall also be furnished to the Union President. The Employer shall publish an organizational chart in the interest of establishing and maintaining open lines of communications and responsibility. A copy shall be available for review during working hours.

## ARTICLE 15 - APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES, AND DIRECTIVES

### SECTION 1

The Union recognizes that the Employer, in order to carry out its statutory and Charter mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives consistent with statutory and/or Charter authority, and not inconsistent with the provisions of this contract, to regulate the personal conduct of employees as such personal conduct relates to the legitimate interests of the Employer in carrying out its statutory and Charter mandates and goals.

### SECTION 2

The Employer agrees that, to the extent that any work rules have been or will become reduced to writing, every member at each facility shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing written work rules will be furnished to the appropriate non-employee Union official at least fifteen (15) work days prior to the effective date of such rules or amendments unless the Employer determines that a written work rule or amendment should be effective at an earlier date, in which case, a copy shall be mailed to the appropriate non-employee Union official as soon as possible. The appropriate non-employee Union official shall, if he so requests, be given an opportunity to discuss the written work rule prior to its effective date, if possible, and in no event later than fifteen (15) work days after its effective date. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of such conflict.

### SECTION 3

It is the Employer's intention that work rules, policies, and directives are to be Interpreted and applied uniformly to all employees under similar circumstances. Any member against whom such rules, policies, and directives are enforced, may challenge the reasonableness or uniformity of their application and interpretation as to him or her through the Grievance Procedure or Civil Service Commission where corrective action in excess of a three (3) day suspension is assigned.

## ARTICLE 16 - DRUG TESTING

The City and the Union agree that all employees covered by this bargaining unit who drive Commercial Motor Vehicles for the City shall be subject to the City's policy of pre-employment testing, reasonable suspicion testing, random testing, post-accident testing, and return to duty and follow up testing as required by Federal law and regulations to identify any alcohol misuse or use of controlled substances without a licensed physician's written prescription. Any termination may be grieved or appealed to Civil Service. Consideration may be given to the employee's work history, and other factors may be considered by the hearing officer/body.

The City and the Union further agree that all employees covered by this agreement who are not required to have a Commercial Driver's License under this contract and who do not drive Commercial Motor Vehicles for the City shall be subject to City's procedures for pre-employment testing, reasonable suspicion testing, random testing, post-accident testing, and return to duty and follow-up testing as implemented by City policy to identify any alcohol misuse or use of controlled substances without a licensed physician's written prescription, subject to the following terms and conditions:

1. A selection pool for random testing shall be established which is separate and distinct from the pool for those required to be tested under Federal Law relative to Commercial Motor Vehicles. Said pool shall include all City employees not represented under a collective bargaining agreement, excluding employees of the Municipal Court; however, said pool *may* include members of other bargaining units or employees of the Municipal Court. A listing of all those included in the testing pool as well as those actually tested will be provided to the Union for each testing period. Testing will be performed quarterly, i.e., there shall be four testing periods each year.
2. Any City policy implementing these provisions shall provide a rehabilitation and treatment option for an employee with a positive test result.
3. The annual number of drug tests administered to those employees included in this pool shall equal twenty-five percent (25%) of the total number of employees included in the pool.
4. The annual number of alcohol tests administered to those employees included in this pool shall equal five percent (5%) of the total number of employees included in the pool.
5. Education relative to the drug and alcohol testing shall be provided to employees included in the pool prior to the implementation of random testing.

## ARTICLE 17 – GRIEVANCE PROCEDURE

### SECTION 1

The word "grievance" as used in this Agreement refers to a complaint involving the alleged violation, misinterpretation or misapplication of the terms of this written Agreement.

### SECTION 2

A grievance, under this procedure, may be brought by any Employee. Where a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group will process the grievance, unless otherwise mutually agreed by the Employer and the Union in writing.

### SECTION 3

The Union will designate not more than five (5) unit stewards who are members of the Union and within the bargaining unit. Should new facilities be established and/or bargaining unit employment increase during the life of this Agreement or any extensions thereof, upon notification to the Employer by the Union, negotiations will commence immediately to discuss the need for additional unit stewards.

The Union shall designate the jurisdictional areas for the unit stewards. Jurisdictional areas will comprise as equal a number of employees as is consistent with the work units covered.

The Union shall notify the Employer in writing of the names of the unit stewards and their respective jurisdictional areas within thirty (30) days after the stewards are appointed. Any changes thereafter will be forwarded in writing to the Employer by the Union as soon as the changes are made.

### SECTION 4

The following are the implementation steps and procedures for handling grievances by employees:

- A. Preliminary Step - An employee having a grievance will first attempt to resolve it informally with his or her immediate supervisor at the time the incident giving rise to the grievance occurs or actual or constructive knowledge of the occurrence of the facts upon which the grievance is based is made known to the employee. At this Step, there is no reason to put the grievance in writing, no report needs to be submitted by the supervisor (unless the Employer has a policy calling for same), and there shall be no appropriate unit steward present, unless desired by the employee. If the employee is not satisfied with the response from his/her immediate supervisor at this Step, he/she may pursue the formal Steps which follow.
- B. Step One - Department Head
  1. An employee having a grievance shall present it to the Department Head, in writing, on a union grievance form, signed by that employee and the unit steward, within five (5) of the employee's working days after the event or circumstances giving rise to the grievance has occurred. Grievances submitted beyond the five (5) working days' time limit need not be honored, although they will be processed through this procedure if time limits are waived by the Department Head at this Step.
  2. The Department Head may verbally discuss the grievance with the employee-grievant, but shall not discuss the grievance until either he/she or the employee has personally, verbally, or in writing, notified an appropriate unit steward and given such steward an opportunity to be present in such discussion.

3. At the conclusion of this verbal discussion and not to exceed three (3) working days thereafter, the Department Head will respond in writing to the employee-grievant and unit steward who signed the grievance.

C. Step Two - Assistant City Manager or Designate

1. Should the employee-grievant not be satisfied with the answer he or she received in Step One, within three (3) working days after his or her receipt thereof, he or she may refer the original grievance to the Assistant City Manager or designate.
2. The grievance at this Step shall be submitted to the Assistant City Manager or designate in writing, using the form supplied by the Union. Upon receipt of the original written grievance form, the Assistant City Manager or designate shall have them time-stamped to show the date of his/her receipt of the grievance and shall schedule a meeting to be held within five (5) working days of his/her receipt of the grievance form.
3. The employee-grievant may choose the appropriate unit steward or his or her authorized representative, or the Local Union President or his or her authorized representative, and/or a non-employee, duly accredited representative of the Union to accompany him to the meeting at this Step, not to exceed a total of two (2) representatives. The Assistant City Manager or designate may request the attendance of any other person(s) as he/she deems necessary.
4. The Assistant City Manager or designate shall respond to this grievance in writing on the original grievance form with attachments if necessary and shall return the original thereof to the employee-grievant and one (1) copy to the Local Union President within ten (10) working days after the meeting with the employee - grievant and representatives.

D. Step Three - City Manager

1. Should the employee-grievant not be satisfied with the written answer he or she received in Step Two, within three (3) working days after his or her receipt thereof, he or she may submit the original of the grievance form to the City Manager and request that the meeting contemplated by this Step Three be scheduled.
2. Upon receipt of the original of the written grievance form, the City Manager shall have them time-stamped to show the date of his or her receipt of the grievance and shall schedule a meeting to be held within five (5) working days of his/her receipt of the grievance form.
3. Union Representation at this Step 3 of the grievance procedure shall be handled by the unit steward and local president and the AFSCME staff representative.
4. The City Manager shall render his/her decision in writing and return a copy to the employee-grievant and to the appropriate representatives of the Union within ten (10) working days after the meeting with the employee-grievant and representatives.

SECTION 5

An employee may be given reasonable time to consult with his/her appropriate unit steward during working hours relative to a grievance matter after first notifying his or her immediate supervisor of his/her desire. Upon such notification, the employee's supervisor will arrange a meeting to take place as soon as possible for the employee with his/her appropriate unit steward. The employee need not reveal to his or her supervisor the nature of the potential grievance matter. Employees will be permitted a reasonable amount of time to investigate and process grievances during their regularly scheduled hours of employment. The investigative and processing time will not be abused by the employee, his/her appropriate unit steward or the Employer. In a group grievance, as discussed in SECTION 2 of this Article, only one (1) of the employee-

grievant shall be in pay status during the investigative and processing Steps provided by this Article, unless mutually agreed otherwise in writing by the Employer and Union.

## SECTION 6

It is the Employer's and the Union's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the Union President and the Employer's designated representative may mutually agree, at any Step, to short time extensions for the Employer's answer and the Employer's processing of the grievance through the procedure. In the absence of such mutual extensions, the employee-grievant may, at any Step where a response is not forthcoming within specified time limits, move the grievance along to the next Step in the procedure and proceed therein as though the answer at the prior Step had been given and was unsatisfactory.

## SECTION 7

In each Step of the Grievance Procedure outlined in SECTION 4 of this Article, certain specific representatives are given approval to attend the meetings herein prescribed. It is expected that these will normally be the only representatives in attendance at such meetings. However, it is understood by the Parties that, in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure, it may be beneficial that other representatives not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the Parties specifically designated to attend that such additional representative or representatives has/have input which may be beneficial in attempting to bring resolution to the grievance.

## SECTION 8

- A. For the purposes of counting time, "working days" as used in this Article will not include Saturdays, Sundays, or holidays, scheduled days off, vacation, and approved leaves.
- B. A grievance may be withdrawn by the Union at any time during any step of the grievance procedure, and the withdrawal of any such grievance shall not preclude the filing of a similar grievance in the future based on a new occurrence. Any grievance not timely presented or timely processed by the Union shall be considered dropped by the Union.

## ARTICLE 18 - ARBITRATION

### SECTION 1

Should a grievant, after receiving the written answer to his or her grievance at Step Three of the Grievance Procedure, still feel that the grievance has not been resolved to his or her satisfaction, he or she may, upon approval of the Union, request that the grievance be heard before an arbitrator. The Union must make written application to the City Manager for arbitration within thirty (30) calendar days of receipt of the written answer from the City Manager at Step Three. It is understood that the Union, not an individual grievant, shall make the determination as to whether any grievance is appealed to arbitration.

### SECTION 2

Within fifteen (15) working days following submission of the application for arbitration, a designated representative of the City and a designated representative of the Union will consult and attempt to resolve the dispute. A mediator may be used in this meeting if mutually agreed upon by both Parties. In the event no agreement is reached at this meeting, within fifteen (15) working days, the Parties will designate who will make a request to the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators from which the City and the Union representatives shall select one by mutual agreement. If agreement cannot be reached, an arbitrator will then be selected by the representatives of the Parties alternately striking names and selecting the remaining name after six (6) names have been struck. The opportunity to strike the first name from the list shall be determined by coin toss for each arbitration.

All fees and expenses of the arbitrator will be equally divided between the Parties. Each party shall bear the expense of its own non-employee witnesses. The employer agrees to allow the grievant and a reasonable number of relevant employee witnesses time off with pay at the regular rate to attend the arbitration hearing.

### SECTION 3

Only disputes involving an alleged violation, misinterpretation, or misapplication of a specific term of this agreement shall be subject to arbitration. Questions of arbitrability shall be decided by the arbitrator.

The decision and award of the arbitrator shall be final and binding upon the Union, the City and the employee(s). The arbitrator shall issue a decision within thirty (30) calendar days after conclusion of the hearing, unless the Parties agree otherwise.

### SECTION 4

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the misinterpretation and/or misapplication of the provisions of this Agreement (including disciplinary actions to the extent permitted herein), and/or compliance with the provisions of this Agreement, and in reaching his/her decision the arbitrator shall have no authority to add to or subtract from or modify in any way any of the provisions of this Agreement.

## ARTICLE 19 – LEAVES AND LEAVES OF ABSENCE

### SECTION 1 - LEAVES OF ABSENCE WITHOUT PAY

Leave of absence without pay for non-medical reasons may be granted by management consistent with the Civil Service Commission Rules and Regulations upon written request by the employee. Benefits will not be provided during such leave of absence unless agreed in writing by the City. Upon return from such leave, the employee will be reinstated in the old position or one of equal grade.

### SECTION 2 - LEAVE OF ABSENCE FOR MEDICAL REASONS/MEDICAL BILLS

- A. In the event an employee requests in writing a leave of absence for medical reasons, medical leave shall be granted pursuant to the employee's doctor's diagnosis and certification of medical disability for a period of up to one (1) year. The employee must use any available sick leave prior to being granted a medical leave of absence but shall not be required to use vacation or personal days prior to being granted a medical leave of absence.
- B. In the event of a work-related injury incurred in the course of, and arising out of, employment, a medical leave of absence without pay shall be granted pursuant to the employee's doctor's initial diagnosis and certification, after use of five (5) sick days by the employee, provided that the employee has an available sick leave balance of at least ten (10) sick days. If the employee's available sick leave balance is less than ten (10) sick days, the employee will only be required to use one-half of the available balance before being granted a medical leave of absence without pay. All requests for medical leave of absence without pay must be submitted in writing prior to the start of the requested leave. Medical leave of absence without pay for a work-related injury as described above shall not exceed a total of one (1) year for the same work-related injury, and aggravations and reoccurrences of any such injury shall not result in medical leave of absence in addition to the one (1) year provided herein. No provision of this paragraph shall be interpreted to limit an employee's right to use the employee's entire available sick leave balance when absent due to a work-related injury.
- C. At any time during a one (1) year medical leave, the employee shall be entitled to be reinstated to the same position or one of equal grade provided that the employee provides a written doctor's certification that the employee may return to his/her duties without restriction. The City will maintain the health and life insurance benefits of the employee during the one (1) year medical leave of absence, however, the employee shall pay their portion of the monthly insurance premiums. If the employee does not pay their portion of the insurance premium within 30 days of the date of the invoice, City will terminate said insurance. In addition, an employee may be reinstated to the same or a similar position at the option of the City during the one (1) year period after the expiration of the one (1) year medical leave, provided that the employee can provide a doctor's certificate that he/she may perform the job duties without restriction. No benefits will be provided to the employee during such one (1) year period of possible reinstatement.

### SECTION 3 - FUNERAL LEAVE

An employee will be granted funeral leave totaling three (3) scheduled working days without using sick leave, for such time as may be reasonably needed for the purpose of attending the funeral of a member of his/her immediate family. An employee will be paid his/her normal straight time hourly rate for any such funeral leave.

To be eligible for payment, an employee must produce some evidence of said death in the form of public notice or its equivalent. For the purposes of this section, "Immediate Family" shall be construed to mean husband, wife, child, mother, father, brother, sister, stepchild, stepsibling, stepmother, stepfather, grandmother, grandfather, grandchild, great grandmother, great grandfather, mother or father of wife or husband, foster parents, son-in-law, daughter-in-law, grandmother or grandfather of wife or husband,

brother-in-law or sister-in-law and legal guardians.

#### SECTION 4 - MILITARY LEAVE

Permanent Public Employees of the City of Fairfield who are performing Military Duty shall receive pay in accordance with Ohio Revised Code Section 5923.05, but shall not receive payments in excess of those required by Ohio Revised Code Section 5923.05. "Permanent Public Employee" and "Military Duty" as used in this section are as defined in Ohio Revised Code Section 5903.01.

#### SECTION 5 - SICK LEAVE PROVISIONS

A. This subsection shall apply to employees hired before January 1, 2021. Ninety-six (96) hours of sick leave shall be granted to each employee in the bargaining unit in January of each year. There will be a maximum accumulation of nine hundred and sixty (960) hours of sick leave. Accumulated sick leave in excess of nine hundred and sixty (960) hours shall be paid by the City on a one-for-one (1:1) basis prior to February 1 of each calendar year. The minimum use of sick leave shall be one-quarter (1/4) hour intervals. Sick leave may be used upon approval of the appropriate administrative officer of the City for any of the causes set forth below:

1. Absence due to personal illness.
2. Absence due to personal injury.
3. Exposure to contagious disease which could be communicated to other employees.
4. Serious illness or injury or death in the employee's immediate family, which for purposes of this section shall be: husband, wife, father, mother, sister, brother, son, daughter, in-laws, and foster parents.
5. Pregnancy.

Employees shall call in prior to the start of their shift if they do not intend to work for any of the above causes.

B. This subsection shall apply to employees hired on or after January 1, 2021. Following an employee's initial appointment, she / he will accrue eight (8) hours of sick leave per full subsequent calendar month of service to the City. There will be a maximum accumulation of nine hundred and sixty (960) hours of sick leave. Accumulated sick leave in excess of nine hundred and sixty (960) hours shall be paid by the City on a one-for-one (1:1) basis prior to the end of the first quarter of each calendar year. The minimum use of sick leave shall be one-quarter (1/4) hour intervals. Sick leave may be used upon approval of the appropriate administrative officer of the City for any of the causes set forth below:

1. Absence due to personal illness.
2. Absence due to personal injury.
3. Exposure to contagious disease, which could be communicated to other employees.
4. Serious illness or injury or death in the employee's immediate family, which for purposes of this section shall be: husband, wife, father, mother, sister, brother, son, daughter, in-laws, and foster parents.
5. Pregnancy.

Employees shall call in prior to the start of their shift if they do not intend to work for any of the above causes.

C. Payment for Accrued but Unused Sick Leave upon Retirement

Retirement means disability or service retirement from the City of Fairfield, Ohio, under any state or municipal retirement system applicable to the City of Fairfield, from which the employee will begin drawing benefits immediately. Payment for accumulated, unused sick leave of employees in the bargaining unit who retire shall be made as follows:

1. An employee who retires from the City with ten (10) or more full years of service with the State of Ohio and political subdivisions of the State of Ohio, or any combination thereof, shall be paid in cash for one-fourth (1/4) the value of his/her accrued but unused sick leave credit. Payment under this section shall not exceed the value of thirty (30) days of accrued but unused sick leave.
2. An employee who retires from the City with ten (10) or more full years of service with the City of Fairfield shall be paid in cash for the value of his/her accrued but unused sick leave.

Payments under the above Sections shall be based upon the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. Upon the death of an employee entitled to a payment under this Section, such payment shall be made to the surviving spouse or his/her estate if no spouse is surviving. Upon the death of an employee of the City who was employed by the City at the time of death, the surviving spouse or heirs of the employee shall be paid for the value of the accrued unused sick leave to the employee at the time of death, whether or not the employee would otherwise have been entitled to payment under this Section.

#### SECTION 6 - MEDICAL BILLS OR DRUG PRESCRIPTIONS

Any employee, who through sickness or injury, has incurred any medical bills or drug prescription bills should immediately file a claim with the appropriate insurance plan, either Workers' Compensation or the health insurance carrier of the City.

#### SECTION 7 - MATERNITY/PATERNITY LEAVE

Any employee who becomes pregnant shall, upon request made to the appointing authority, be granted leave to absent herself from work for maternity purposes. The date of departure and the date of return to work shall be selected by the employee and she shall notify the appointing authority of these dates as far in advance as is practicable. The employee, at her option, may utilize any or all of accrued sick leave and vacation leave for maternity purposes. After accrued sick leave and vacation leave are exhausted, the employee shall be placed on maternity leave of absence, without pay, not to exceed six (6) months, for the remainder of her requested leave time. At the expiration of six (6) months, additional unpaid leave may be granted to the employee pursuant to the Ohio Revised Code. An appointing authority who has reason to believe that an employee is unable to fulfill usual duties by reason of pregnancy, may request in writing that said employee begin sick leave, vacation and/or maternity leave without pay, at the employee's option, at an earlier date than the employee has selected. The employee may appeal such action to the Civil Service Commission.

Except for employees who have utilized the maternity leave provisions stated in the above paragraph, who shall be excluded from the provisions of this paragraph, the City will provide up to ten (10) working days maternity/paternity leave without pay for employees whose spouse gives birth to a child, or an employee who adopts a child age one (1) year or less. The employee may, at his/her option, utilize any or all accrued sick leave, personal days or vacation for the purpose of being paid during such maternity/paternity leave.

#### SECTION 8 - INDEPENDENT PHYSICAL OR MENTAL EXAMINATION

Whenever an employee presents a doctor's diagnosis in justification of any medical leave, a doctor's certification to return to work or a request for a reasonable accommodation due to the employee's physical or mental limitations, the City may require the employee to have a physical or mental examination by a physician or psychologist selected by the City. The results of the examination will be provided to the City and the City will pay the fee for the examination.

Where a medical question is at issue, the City Manager shall, upon receiving a written request for an appeal, obtain a medical opinion from an independent third party who shall be mutually agreed to by the employee's

physician and the City Manager. The selection of a third party shall be made within fifteen (15) days of the appeal request unless an extension is agreed to by the Parties. The third party shall render a medical opinion within thirty (30) days of the selection and the decision of the third party shall be binding. The City will pay the fee for the third opinion.

#### SECTION 9 - DONATED SICK LEAVE TIME

All members of the bargaining unit shall be eligible for donated sick leave benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness.

- A. When it comes to the attention of the department or division head that an employee's sick leave balance has been or is about to be exhausted, he/she shall investigate:
  - 1. The character of the employee's present ailment;
  - 2. The prognosis from the employee's physician.
- B. The department or division head shall execute a letter to the City Manager, setting forth:
  - 1. The details of his/her investigation;
  - 2. Any recommendation he/she may have concerning the employee's eligibility as a recipient of donated sick leave time.
- C. If the City Manager approves a recommendation for an employee to be the recipient of donated sick leave time, a member of the bargaining unit wishing to voluntarily donate time for the benefit of such approved recipient shall submit a request to his/her supervisor listing the name of the beneficiary with the number of hours to be donated.
- D. In no case will donated time be employed to extend an employee's period of sick leave beyond a recommended disability retirement date as established by the retirement board.
- E. An employee may be the recipient of no more than four hundred eighty (480) hours of donated leave in any calendar year. All donated time shall be non-refundable to the donor.
- F. Donated time shall be converted to its cash equivalency and paid to the recipient at his/her regular hourly rate.

## ARTICLE 20 – HOLIDAYS AND PERSONAL DAYS

### SECTION 1 - HOLIDAYS

The City will pay for the following twelve (12) holidays not worked:

New Year's Day	-	January 1
Martin Luther King Day	-	Third Monday in January
President's Day	-	Third Monday in February
Good Friday	-	Friday preceding Easter Sunday
Memorial Day	-	Last Monday in May
Independence Day	-	July 4
Labor Day	-	First Monday in September
Columbus Day	-	Second Monday in October
Thanksgiving Day	-	Fourth Thursday in November
Day after Thanksgiving	-	Friday after Thanksgiving Day
Christmas Eve Day	-	A working day immediately preceding or immediately following Christmas Day as determined by the City Manager, except as noted below
Christmas Day	-	December 25

And any other special day the City closes its offices.

For employees who are not engaged in continuous operations, a holiday falling on Saturday will be observed on the preceding Friday and a holiday falling on Sunday will be observed on the following Monday. For employees engaged in continuous operations, the holiday will be observed on the actual holiday designated above. Employees engaged in continuous operations will always observe the Christmas Eve holiday on December 24.

For holiday pay under this contract, a holiday begins at the start of the first shift for the position or assignment which the employee holds within his or her department or division on the day the employee observes the holiday and ends twenty-four (24) hours later.

Employees will be paid eight (8) hours pay at straight time for holidays not worked, except dispatchers.

To be eligible to receive holiday pay, the employee must actually work his/her regularly scheduled shift both prior to and following the holiday unless he/she is on vacation or is absent due to approved paid leave.

All employees, excluding dispatchers, required to work on a holiday, as defined above, will be paid at two and one-half (2-1/2) times the regular hourly rate for all work performed. An employee who is scheduled off for the holiday but is called in to work shall be paid as follows: (i) the employee shall be paid his/her normal hours of holiday pay plus two and one-half (2-1/2) times the normal hourly rate for the hours worked outside the employee's regular shift hours; or (ii) the employee shall be paid his/her normal hours of holiday pay plus one and one-half (1-1/2) times the normal hourly rate for the hours worked within the employee's regular shift hours. For purposes of this section, regular shift hours do not include temporarily extended shift hours such as during snow operations.

A dispatcher scheduled to work on a holiday shall be paid one and one-half (1-1/2) times the normal hourly rate for the hours worked within the dispatcher's regular shift hours and two and one-half (2-1/2) times the normal hourly rate for the hours worked outside the dispatcher's regular shift hours. Regular shift hours are defined as a dispatcher's normal work day for any shift beginning on a designated holiday and including more than half of said shift hours within the twenty-four (24) hour holiday period, provided such shift shall conform to the regular shift starting times specified in ARTICLE 7, SECTION 1, Paragraph D. A dispatcher held over after the end of the holiday period into a non-holiday shift shall be entitled to overtime at the rate of one and one-half (1-1/2) times the dispatcher's normal hourly rate for the non-holiday hours worked.

Dispatchers may request a holiday shift off with pay pursuant to this section. Dispatchers must submit a written request for the holiday shift off to the Police Chief not more than thirty (30) or less than fifteen (15) days prior to the scheduled holiday. The Police Chief may approve such request provided that the holiday shift off can be covered to the satisfaction of the Police Chief. Any request which is not approved by the Police Chief prior to the scheduled holiday shall be deemed to be denied. Any denial of a request for a holiday shift off by a dispatcher under this section will not be subject to grievance.

A full-time dispatcher with a scheduled pass day on a holiday may agree to work for a full-time dispatcher scheduled to work on the holiday. The dispatcher working the holiday will be paid two-and-one-half times his/her regular rate of pay. A written agreement for the trade must be signed by both dispatchers and submitted to the Chief of Police no more than seven (7) days before the holiday and no less than twelve (12) hours before the scheduled work shift.

All other provisions of ARTICLE 9, SECTION 1 will apply to holiday call-in time.

#### SECTION 2 - PERSONAL DAYS

The City will pay employees, excluding dispatchers, a total of four (4) personal days per calendar year at straight time which the employee can take off work. Personal days may only be taken provided 24 hours advance notice of the request has been given to the Department Head or Division Head and the requested time off does not create a requirement for overtime operation. Personal time off may be granted with less than 24 hours of notice at the Department Head or Division Head's discretion. Personal days for new employees will not be earned by new employees until January 1 of the year following the year in which they were hired. All employees will be credited with four (4) personal days on January 1 of each year. Personal days may be accumulated by an employee up to a total of eight (8) and may be used in conjunction with an employee's vacation with approval of the Department Head. Personal days accumulated in excess of eight (8) shall be lost. Personal leave shall be taken in a minimum of fifteen (15) minute intervals. Persons whose employment is voluntarily or involuntarily terminated, for any reason, shall not be paid for personal days earned but not used.

The prohibition against granting personal leave which results in the payment of overtime by the City may be waived only in the case of police dispatchers and only at the sole discretion of the Chief of Police provided that all of the following conditions are met: (1) the requested personal time is to be used at the beginning or end of the requesting dispatcher's assigned shift; (2) the requested personal time is two hours or less; (3) the overtime required will be covered by a dispatcher from the shift which immediately precedes or follows the shift requiring the overtime (such overtime need not be offered to any other dispatcher first); and (4) the amount of overtime required does not exceed the amount of personal leave requested. Nothing in this paragraph shall be construed to require the Chief of Police to approve a request and no denial of such a request by the Chief of Police shall be subject to the contract grievance procedure.

#### SECTION 3 - DISPATCH HOLIDAY/PERSONAL LEAVE

The City will grant dispatchers one hundred twenty-eight (128) hours of holiday/personal leave time off per calendar year at straight time which the employee can take off work in lieu of having scheduled holidays and personal days off and/or holiday premium pay in excess of the one and one-half (1-1/2) time rate. Said holiday/personal leave may only be taken provided twenty-four (24) hours advance notice of the request has been given to the supervisor and the requested time off does not create a requirement for overtime operation. Holiday/personal time off may be granted with less than twenty-four (24) hours' notice at the supervisor's discretion. All dispatchers will be credited with one hundred twenty-eight (128) hours of holiday/personal leave on January 1 of each year. Holiday/personal leave may be accumulated by a dispatcher up to a total of one hundred ninety-two (192) hours and may be used in conjunction with a dispatcher's vacation with approval of the department head. Holiday/personal leave accumulated in excess of one hundred ninety-two (192) hours shall be lost. Holiday/personal time off shall be taken in a minimum of fifteen (15) minute increments.

Once each calendar year a dispatcher may sell back up to ninety-six (96) hours (i.e., the holiday portion)

of accrued holiday/personal leave at the employee's current hourly rate of pay. Said compensation will be paid with the normal payroll but, if the compensation is for forty (40) or more hours, it shall be issued as a separate payment for said pay period. Persons whose employment is voluntarily or involuntarily terminated, for any reason, shall not be paid for holiday/personal days earned but not used.

## ARTICLE 21 - VACATION

### SECTION 1A - VACATIONS EARNED FOR FULL-TIME EMPLOYEES HIRED BEFORE JANUARY 1, 2021

- A. Each full-time employee, after service of one (1) year with the City not including prior employment with the State of Ohio or any other political subdivision of the State of Ohio, shall have earned and will be due upon the completion of said first year of employment with the City, and annually thereafter, eighty (80) hours of vacation leave with full pay. One (1) year of service shall be computed on the basis of twenty-six (26) biweekly pay periods. "Annually thereafter" as set forth above shall be interpreted in such a way as to allow employees to take their vacation any time between January 1 and December 31, regardless of when that employee's anniversary date falls, after one (1) completed year of service with the City.
  - 1. A full-time employee with seven (7) or more years of service with the City shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay.
  - 2. A full-time employee with fourteen (14) or more years of service with the City shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay.
  - 3. A full-time employee with twenty-four (24) years of service with the City shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay.
  - 4. For each additional five (5) years after twenty-four (24) years of full-time service with the City, a full-time City employee hired before January 1, 2021 shall have earned and be entitled to an increase of forty (40) hours in his/ her annual accrual of vacation with full pay.
- B. After one (1) year of service with the City as set forth in subsection A. hereof, annual vacation leave shall be credited to each employee on January 1 of each year. If during the calendar year, an employee attains enough years of service to entitle him/her to additional hours of vacation, such additional vacation leave shall be credited to the employee on his/her employment anniversary date.
- C. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual of three (3) years. Such excess leave shall be eliminated from the employees leave balance.
- D. An employee who was previously employed by the State of Ohio or any political subdivision of the State of Ohio, earning vacation credits currently, is entitled to have his/her prior service with any of these employers counted as service with the City, for the purpose of computing the amount of his/her vacation leave, except that such prior service with the State of Ohio or any political subdivision of the State of Ohio may not be counted until after the completion of the first year of employment with the City which is a requirement for an employee to be eligible for vacation leave as set forth in subsections A. through D. hereof.

### SECTION 1B - VACATIONS EARNED FOR FULL-TIME EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2021

- A. Each full-time employee of the City that is hired on or after January 1, 2021, shall accrue vacation leave with full pay at a rate of six and two-thirds (6 2/3) hours per full calendar month of service until a total of eighty (80) hours has been earned, irrespective of any prior employment with the State of Ohio or any other political subdivision of the state. One (1) year of service shall be computed on the basis of twenty-six (26) biweekly pay periods. Full-time employees hired after January 1, 2021 may be permitted to use vacation leave after completing six (6) months or with the written permission of the Appointing Authority or their designee. Following one year of service, employees will begin to accrue vacation leave with full pay at the following rates:

1. A full-time employee from the time of their initial appointment within the bargaining unit until they have completed six (6) years of service with the City shall have earned and is entitled to six and two-thirds (6 2/3) hours of vacation leave per full subsequent calendar month of service.
2. A full-time employee with seven (7) to thirteen (13) years of service with the City shall have earned and is entitled to ten (10) hours of vacation leave per full subsequent calendar month of service.
3. A full-time employee with fourteen (14) to twenty-three (23) years of service with the City shall have earned and is entitled to thirteen and one-third (13 1/3) hours of vacation leave per full subsequent calendar month of service.
4. A full-time employee with twenty-four (24) years of service with the City shall have earned and is entitled to sixteen and two-thirds (16 2/3) hours of vacation leave per full subsequent calendar month of service.
5. For each additional five (5) years after twenty-four (24) years of full-time service with the City, a full-time employee hired on or after January 1, 2021 shall have earned and be entitled to an increase of (40) hours in his/ her annual accrual of vacation with full pay.

B. If during the calendar year, an employee attains enough years of service to entitle her/him to additional hours of vacation leave, such additional vacation leave shall begin to accrue during the first full pay period following the employee's anniversary date of employment with the City.

C. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit, which is in excess of the accrual of three (3) years. Such excess leave shall be eliminated from the employees leave balance.

D. An employee who was previously employed by the State of Ohio or any political subdivision of the State of Ohio, earning vacation credits currently, is entitled to have his/her prior service with any of these employers counted as service with the City, for the purpose of computing the amount of his/her vacation leave, except that such prior service with the State of Ohio or any political subdivision of the State of Ohio may not be counted until after the completion of the first year of employment with the City.

## SECTION 2 - PRO-RATED VACATION PAY

An employee who terminates and who has been in the employ of the City for one or more years shall, if eligible, receive pay for any vacation to which he/she is entitled by SECTION 1 of this Article, if such vacation has not been taken, up to three (3) years vacation.

## SECTION 3

A. The above schedule is in addition to any recognized holiday which may fall within an employee's vacation period. If a holiday falls within an employee's vacation period, the employee shall receive the holiday pay in addition to the vacation pay. The employee's accrued vacation leave shall be reduced by the total hours an employee is off from their work schedule on approved vacation leave, regardless of the number of calendar days included within such approved vacation leave.

B. An employee with an unpaid vacation leave balance that was earned in a previous calendar year may request to convert and to be paid out for a minimum of forty (40) hours and up to a maximum of two (2) years of the employee's corresponding annual accrual of vacation leave hours. To be eligible for conversion, the employee must maintain a minimum vacation balance equal to their current annual accrual. Converted hours for paid out vacation leave hours must have been accrued

in a prior calendar year. At the employee's request, vacation leave hours will be deducted from the employee's vacation leave hours balance and paid to the employee at her / his current base hourly rate on a one for one (1:1) basis. An employee opting for such a conversion of unpaid vacation leave shall make written application to the Finance Department during the month of October; such applications must be received in the Finance Department no later than October 31. *[Note: The Employer and Union intend that payouts under this section will be exempt from pension obligations on the part of the employee and the Employer.]*

- C. Each year an employee with an unused sick leave hour balance as of December 31 may convert up to forty (40) hours of that balance to vacation leave hours on a one for one (1:1) basis. An employee opting for such a conversion shall make written application to the Finance Department during the month of December; such applications must be received in the Finance Department no later than December 31.
- D. Selection of vacation shall be by job classification seniority. A list shall be posted by the 15th of January of each year. If the employee decides to split his/her vacation, he/she may do so only after each employee in his/her class has picked their first choice. Second, third choice will be selected the same. By March 31, the Department Head or Division Head will post a confirmed vacation schedule. Vacations after this date may change only with Department Head or Division Head's approval and on open dates. Employees who do not wish to post vacation may only take vacation on open dates with Department Head or Division Head's approval. Vacations scheduled during the vacation selection period of January 15 to March 15 of each year may not exceed the amount of vacation the employee will have available that calendar year.
- E. After the vacation dates are selected, a vacation request form must be submitted to the Department Head or Division Head not more than four (4) or less than two (2) weeks prior to the scheduled starting date. Vacations may be canceled anytime up to the vacation date, and rescheduled per. Section 3, D of this Article. Vacations of three (3) days or less may be granted with at least twenty- four (24) hours advance notice at the discretion of the department or division head. Vacation leave shall be taken in a minimum of one-quarter (1/4) hour intervals. A Department Head's decision to deny an employee's request to use vacation time as a result of tardiness will be final and not subject to Article 17 on Grievance Procedure nor Article 18 on Arbitration.

#### SECTION 4

If an employee, while on vacation, contracts an illness or injury, or experiences a death in the family, which would have warranted paid leave had the employee been at work, such employee shall, upon showing of proper evidence (doctor's statement) be allowed to charge such absence to sick leave or funeral leave rather than to vacation time off.

## ARTICLE 22 - LAY-OFF AND RECALL

### SECTION 1

All layoff and recall procedures utilized by the Employer will be consistent with the rules and regulations of the Fairfield Civil Service Commission, applicable Sections of the Ohio Revised Code, and the Fairfield City Charter.

## ARTICLE 23 - SENIORITY

### SECTION 1 - SENIORITY AND SENIORITY UST

For the purposes of this Agreement, seniority shall be defined as total length of continuous service in a permanent full-time, forty (40) hours per week position or succession of such positions within the employ of the Employer including probationary, provisional, or temporary full-time forty (40) hours per week service provided that such employee receives a permanent appointment without a break in service. Continuous service shall not be interrupted if (a) the employee was on approved leave of absence, or (b) the termination of employment lasted less than thirty-one (31) days. Once continuous service is broken, the employee loses all previously accumulated seniority unless the employee is reinstated. All other breaks in service of employment with the Employer shall constitute interruptions in continuous service. Seniority as defined herein shall be used for all seniority applications contained in this Agreement except where seniority is otherwise defined for specific applications in individual Sections or Articles of this Agreement. Upon written request of the Union and not more than once in any calendar year, the City will provide a written list of employees in the Bargaining Unit with their full-time seniority date of hire with the City shown on the list.

### SECTION 2

- A. Job classification seniority shall be defined as the length of continuous service in a job classification or series of job assignments within one job classification without interruption. For the purpose of this Agreement, operator and maintenance person shall constitute separate job assignments within the Operator Maintenance Worker classification. For the selection of vacation dates and shift selections, personnel will compete within a given job assignment by their job classification seniority.
- B. Experience shall be defined as number of years within a given job classification irrespective of job assignment.

## ARTICLE 24 - EMPLOYEE BENEFITS

### SECTION 1 - GROUP LIFE INSURANCE

The City will provide, at no cost to each employee, group life insurance consisting of \$50,000 coverage on each employee. An employee may purchase additional life insurance at his/her own expense for himself or herself, spouse, and/or each eligible child.

### SECTION 2 - VOLUNTARY DEFERRED COMPENSATION

A voluntary deferred compensation plan by payroll deduction will be provided by the City.

### SECTION 3 - DISABILITY INSURANCE

Optional disability insurance coverage for employees, if made available by the Employer, will be fully funded by the participating employees. The City will arrange for payroll deductions and for the other necessary administration to make the insurance available.

### SECTION 4 - PENSION PLAN

The City agrees to "pick-up" or pay the employee portion of the Public Employees Retirement System (P.E.R.S.) contribution for all employees of the bargaining unit. This payment by the City shall be accompanied by deduction of the amount of the employee P.E.R.S. contribution from the gross wages of every employee affected hereby.

### SECTION 5 - MEDICAL AND DENTAL BENEFIT PLAN

- A. Medical and dental benefits will continue as provided pursuant to the collective bargaining agreement, which expired March 31, 2020 until December 31, 2020. Effective January 1, 2021, medical and dental benefits will be as provided in the Butler Health Plan (BHP) administered by Optimal Health Initiatives (OHI) as may be amended from time to time pursuant to BHP/OHI bylaws and regulations.
- B. Medical and dental benefits shall be available to all full-time employees who complete the required applications for such benefits and transmit such applications to the Human Resources Division ("HR Division") of the City Manager's Office. Information and application instructions will be provided to all new employees by the City at the time of pre-employment processing, and such application may be completed and filed at that time if the employee desires coverage. Employees shall complete the appropriate enrollment and/or waiver process during the open enrollment period each year. Unless a properly completed application form for any of the coverages is filed with the HR Division within thirty (30) days of the date the employee commences active working status, or returns to active working status from leave, whichever is applicable, medical and dental benefits coverage will not be available until the next open enrollment period or qualifying life event.
- C. Eligibility
  1. The Medical Benefits Program shall be available for all full-time employees who have made application for such coverage.
  2. The Dental Benefits Program shall be available for all full-time employees who have made application for such coverage.
  3. Employees who are eligible and hired after the effective date of this Agreement who complete the required application forms and have the same filed with the HR Division will have coverage effective 30 days following their date of employment.

4. When an employee and their spouse are both full-time employees of the City, the employee and their spouse are eligible to be enrolled for one (1) Family Plan or two (2) Single Plans.

D. Premium Costs

1. Premium costs for benefits will be as established by BHP for the City of Fairfield, Ohio in accordance with BHP/OHI bylaws and regulations, and the contract with the City of Fairfield, Ohio.
2. The City will contribute eighty-three percent (83%) of the total monthly cost of the employee's medical and dental insurance premium. Employees will contribute the remaining seventeen percent (17%) of the total monthly cost of the employee's medical and dental insurance premiums via payroll deduction from the first two (2) pay periods each month. If an employee's wages during such a pay period are not sufficient to pay the employee's portion of the premium(s), the City will bill the employee for his/her full portion of the premium. The employee shall remit his/her full portion of the insurance premium to the City within 30 days of the date of the invoice or said insurance will be terminated.
3. A newly hired employee may participate in the Medical and Dental Benefit Plan at his/her own expense until benefits become effective after 30 days following their date of hire. New employees opting for such coverage shall be required to contribute one hundred percent (100%) of the total monthly cost.
4. The costs billed by a medical/dental benefits provider or any insurance carrier in excess of the City's contribution for such benefits shall be deducted from the employee's pay during the first two (2) pay periods in each month.

- E. Medical and dental benefits shall be continued for any eligible employee who pays the employee's portion of the premium costs during any period when such employee is on vacation, personal leave, sick leave, family medical leave, or leave for which the employee receives Workers' Compensation. Medical and dental benefits shall be continued until such employee either resigns their employment status or fails to return to active working status upon the conclusion of approved leave.
- F. Unless restricted by the rules and regulations of the BHP, any employee may apply for medical and/or dental benefits or may change from one type of coverage to a different type of coverage at any time a qualifying life event makes them eligible to do so. Such enrollment and/or change in contract status must be timely and in accordance with the regulations of BHP/OHI. In the event an employee desires to either enroll or change from one type of coverage to a different type of coverage (e.g. single to family), the employee must file the appropriate application, change form, and/or other paperwork with the HR Division.
- G. If the City elects to leave Butler Health Plan (BHP), the new medical and dental benefits secured shall be approximately equivalent to coverage last held when leaving BHP/OHI excluding those benefits not generally available from benefits providers.
- H. Health Savings Account (HSA) Contribution - The following shall apply if an employee selects coverage under a High Deductible Health Plan (HDHP) that qualifies the employee to make contributions to a HSA under BHP/OHI:
  1. The City will contribute to an employee's HSA account a maximum of \$700 for each single plan and \$1,800 for each family plan for each plan year that an employee is enrolled in the HDHP plan.
  2. The City contribution will be made in twelve (12) prorated monthly payments during the first pay period of each month beginning in January 2021.

3. Employees who are not enrolled in a BHP/OHI Medical Plan for a full plan year who experience a qualifying life event and enroll in a BHP/OHI HDHP will be paid a monthly prorated portion of the HSA contribution set forth in this section.
- I. Opt-Out Incentive - The following shall apply if an eligible employee does not enroll in his/her own BHP/OHI Medical and Dental Benefit Plan:
  1. The City will pay a stipend of \$100.00 for each full calendar month that the employee is not enrolled in a BHP/OHI Medical and Dental Benefit Plan during the plan year.
  2. The Opt-Out Incentive shall be paid once per year on or before the second pay period of the February following the plan year.
  3. Compensation for non-participation shall not be paid to an employee who receives coverage as the spouse of another City employee.

#### SECTION 6. - TRANSITION INCENTIVE

- A. The provisions in this Section 6 are included solely to provide a one-time benefit, effective January 1, 2021 for the transition to insurance coverage under the BHP/OHI Medical and Dental Benefits Plan. The Parties agree that the provisions in this Section 6 shall be removed from this collective bargaining agreement when all incentives have been paid.
- B. Transition Stipend: Employees hired on or before December 31, 2020 who enroll in a BHP/OHI Medical Plan and Dental Plan effective January 1, 2021 and remain in both the BHP/OHI Medical and Dental Plan for entire calendar year 2021 shall be paid a one-time Transition Stipend in the amount of \$1,800 for an employee who enrolls in a family plan or \$1,100 for an employee who enrolls in a single plan. If the employee experiences a qualifying life event during the calendar year 2021 and enrolls in a BHP/OHI Medical and Dental Plan, the transition stipend will be prorated by monthly rate that corresponds to the plan for which they were enrolled. The Transition Stipend shall be paid with the February 16, 2021 payroll.
- C. Spousal Exclusion Stipend: BHP/OHI excludes some spouses from coverage. Employees hired on or before December 31, 2020, who enroll in a BHP/OHI Medical Plan effective January 1, 2021 and whose spouse is excluded from the BHP/OHI medical benefits plan, shall be paid \$100 for each month of the 2021 Plan Year for months in which their spouse is actually excluded. The maximum benefit of the Spousal Exclusion Stipend is meant to total \$1,200 for the 2021 Plan Year.

## ARTCILE 25 - HEALTH AND SAFETY

### SECTION 1

A joint Union Employer Health and Safety Committee will be established consisting of five (5) non-supervisory employees and four (4) supervisory employees. The Union will select the non-supervisory members of the Committee except that the IUOE bargaining unit will select one (1) non-supervisory position provided that bargaining unit agrees to participate on the Committee. The City Manager will appoint the supervisory members of the Committee. The Committee will meet with the City Manager or his/her designated Health and Safety Representative not more frequently than monthly at a mutually satisfactory time to consider health and safety matters relating to employees.

Each employee representative serving on the Committee will receive his or her regular rate of pay for time spent in the meeting if held during his or her regularly scheduled hours of employment on the day of the meeting.

### SECTION 2

Adequate first-aid equipment and training shall be provided at appropriate locations. Employees will be informed by the Employer as to who will administer first-aid.

### SECTION 3

Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for tools and equipment furnished by the Employer. Reports will be in writing to the immediate supervisor and Health and Safety representative.

### SECTION 4

All recommendations from the Health and Safety Committee shall meet the minimum requirements of OSHA Regulations for Ohio Public Employers and will be implemented within a reasonable time after recommendation.

### SECTION 5

An employee shall be off duty a minimum of six (6) hours after working a maximum of sixteen (16) hours in any twenty-four (24) hour period unless an exception is approved by the Division Superintendent or Department Head. A new twenty-four (24) hour period starts after an employee has been off duty at least six (6) hours consecutive.

All overtime worked will be paid at the overtime rate of pay in accordance with applicable City policies and/or collective bargaining agreement provisions.

If the sixteen (16) hour limit is reached and the employee has not completed the entirety of his/her normally scheduled shift, the employee may use personal leave or vacation leave or take leave without pay to complete his/her shift.

Alternatively, an employee is permitted to return to work after being off the clock for a minimum of six (6) hours to complete his/her regular eight (8) hour shift. No premium pay will apply when this option is chosen. City Divisions will maintain a list of standing duties for workers who select this option. Duties include but are not limited to: facility maintenance, equipment and vehicle maintenance, custodial work, inventory, etc.

*For Public Utilities Staff Only:* In an effort to ensure continuity of operations, an employee on the clock for an extended period of time shall notify the Water Treatment Plant Operator two (2) hours before his/her sixteen (16) hour work limit is triggered, so that the Plant Operator can begin to call in additional relief staff as appropriate.

Similarly, at the discretion of the Division Superintendent or Department Head upon the request of the employee, an employee called in or on unscheduled overtime before the start of his/her regularly-scheduled shift may be excused from the balance of his/her regular shift without using accumulated leave time. Alternatively, at the discretion of the Division Superintendent or Department Head, an employee requesting to use leave in these situations may use personal leave or vacation. Overtime pay received as a result of such call-in will be charged on the overtime list for all hours paid at the overtime rate.

Similarly, an employee working to within six (6) hours or less of his/her regular start time, but less than sixteen (16) hours within a twenty-four (24) hour period, may choose to stay off the clock for six (6) hours before reporting back to work to complete his/her regular eight (8) hour shift. No premium pay will apply when this option is chosen.

## ARTICLE 26 - BULLETIN BOARDS

### SECTION 1

The Employer shall provide bulletin boards in agreed upon areas of each facility for use by the Union to enable employees in the bargaining unit to see notices posted thereon when reporting to or leaving their work stations, or during their rest periods. The minimum size of a bulletin board shall be two (2) feet by four (4) feet, unless both Parties agree it should be smaller. If any bulletin boards now being used by the Union are larger than the minimum size noted above, they shall be retained at their present size.

### SECTION 2

All notices which appear on the Union's bulletin boards shall be posted by the highest-ranking local Union official or his/her designee in the bargaining unit and shall relate to items of interest to the employees. Union notices relating to the following matters may be posted without the necessity of receiving the Appointing Authority's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of standing committees and independent arms of the Union, and;
- G. Publications, rulings, or policies of the Union.

All other notices of any kind not covered by "A" through "G" above must receive the prior approval of the Appointing Authority or his/her designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employees;
- B. Scandalous, scurrilous, or derogatory attacks upon the Administration;
- C. Attacks on any other employee organization, regardless of whether the organization has local membership, and;
- D. Attacks on and/or favorable comments regarding a candidate for public or Union office, or for office in another employee organization.

## ARTICLE 27 - MISCELLANEOUS

### SECTION 1 - UNIFORMS AND FOUL WEATHER GEAR

Should the Employer require any members in the bargaining unit to wear uniforms (except dispatchers who are addressed below), the City will provide eleven (11) sets of uniforms to all members of the bargaining unit with each such employee selecting an appropriate combination of uniform items from those approved by the department head. In addition to the aforementioned, each of those members of the bargaining unit will be provided six (6) t-shirts per year. Uniformed bargaining unit employees shall have the option to utilize the professional laundering service for items provided by the City's contracted uniform service at no cost to the employees.

The City will provide an initial set of uniforms for dispatchers which shall consist of five (5) long-sleeve shirts, five short-sleeve shirts, and five (5) pair of docker-type slacks. The City will provide a uniform allowance of four hundred dollars (\$400.00) per year for dispatchers payable by January 31st. Each dispatcher shall be responsible for the maintenance of his/her own uniform.

All employees furnished uniforms will be required to wear the uniform during all working hours. Failure to wear the uniform may result in disciplinary action being taken. Items allowed in the uniform for each class of employees shall be determined by the employee's department head, who may allow uniform shorts to be included for appropriate classes of employees. Each employee may select an appropriate combination of uniform items from those approved by the department head. Department heads will meet with employees in a labor management discussion to review the specifications for uniforms prior to bidding uniform provider contracts.

All employees will be provided an identification badge which must be carried with the employee at all times while on duty.

Employees in the classification of Building Inspector, Greenskeeper, Maintenance Worker Laborer, Mechanic, Operator Maintenance Worker, Turf Manager, and Turf Mechanic/ Maintenance Worker will receive a complete set of foul weather gear once every three calendar years. Foul weather gear will be selected by the Employer, which will constitute part of the employee's uniform. Foul weather gear will consist of the following items: two raincoats, one pair of rubber boots, one insulated coat and bib or one article of insulated coveralls, and two hats. The Employer may offer optional approved articles of foul weather gear in addition to the foul weather gear listed above; however, the Employer shall not be required to provide such optional articles when outfitting an employee on the three-year cycle or when outfitting a new employee. The Employer will coordinate a group order of Employer approved foul weather gear once per calendar year from a vendor selected by the City. Employees who were not already provided with a set of foul weather gear in the same calendar year will be permitted to select up to one hundred and fifty dollars (\$150.00) worth of Employer approved foul weather gear to be purchased by the Employer for the employee. Employees will be responsible for the maintenance of their equipment and replacement due to normal wear and tear. If foul weather gear is damaged on-the-job, the Employer may replace the gear free of charge to the employee; however, the Employer shall not be required to do so.

Employees not needing new gear or uniforms shall notify his/her supervisor prior to gear/uniforms being ordered.

The City will furnish lockers for employees at all City facilities where shower facilities are provided for the employees' use.

**Inclement Weather** - During inclement weather, the Meter Readers will be assigned duty within the Water Division until such time as the temperature exceeds 10 degrees Fahrenheit. At such time, the meter readers can be required to read meters outside. An effort will be made to have the meter reader do inside readings

when the temperature is barely above 10 degrees.

Employees required to wear safety shoes shall be reimbursed up to two-hundred twenty-five (\$225) dollars per year payable after the employee provides proof of purchase to the Department Head or her/his designee. A reimbursement check will be issued to the employee in the next available check run after proof of purchase is submitted. The City shall provide specifications for said shoes by administrative policy.

The City will reimburse employees assigned to Class II and III operations (per the duties classification chart) which require safety glasses for the purchase of prescription safety (OSHA approved) glasses up to One Hundred Fifty Dollars (\$150.00) per calendar year upon presentation of a paid receipt.

#### SECTION 2 - WITNESS OR JURY DUTY

Employees shall receive full pay for regularly scheduled working hours on any day when an employee is required to appear as a witness before any court in any litigation where the employee is not a plaintiff or a defendant in the court case or for jury duty by the United States or Ohio courts. Any fees received by a member for such activity shall be remitted to the Employer, unless such duty is performed outside scheduled working hours for such employee.

#### SECTION 3 - MEETING ROOM

The Employer agrees to provide a confidential meeting room in which the top Union officials and unit stewards may conduct in private with employees, those matters relating to the investigation of grievances and other functions provided for herein.

#### SECTION 4 - CLEAN-UP TIME

The final fifteen (15) minutes of each shift shall be provided as a clean-up period for all employees in the Street, Parks and Water Divisions. All other employees will be given reasonable time to clean up their work area. Adequate facilities for wash-up will be provided by the City. It is intended that employees will remain at their work area or assignment to the extent possible so that they arrive at the wash up area no more than fifteen (15) minutes before the end of the shift. Clean-up time is not meant to be taken as an additional break.

#### SECTION 5 - LUNCH PERIOD AND BREAKS

Management will insure that employees will receive at least a one-half (1/2) hour lunch period during their regularly scheduled tour of duty. Consistent with a normal work schedule, such period shall begin within the five and one-half (5-1/2) hour period following the start of the employee's tour of duty. If, in the opinion of the supervisor, it becomes necessary to postpone the lunch period, the regular work day may be shortened by the length of the normal lunch period. Lunch periods shall begin at the time the employee ceases performing his or her assigned duties. The employee is expected to be at his or her work assignment ready to work at the end of the lunch period. Travel or clean up time shall not extend the lunch period. At the discretion of the supervisor, crews working at remote sites may combine a break period with the lunch period to accommodate travel time.

Reasonable time for breaks from work will be granted. This will normally consist of a total of two (2) fifteen (15) minute periods, one before and one after the lunch period as determined by management. Travel or clean up time shall not extend break periods. Smoking is not a reason for additional break time. An employee who smokes will be expected to do so in accordance with City policy and not in a manner which causes the employee to be away from his or her work assignment for periods in excess of breaks provided under this section. Employees shall also be dressed for work and begin work at the start of their designated shift.

## SECTION 6 - WORKERS' COMPENSATION HEARINGS

When an employee attends as a witness, but not as a claimant, hearings scheduled by the Bureau of Workers' Compensation or the Industrial Commission of Ohio in connection with a Workers' Compensation Claim which arises as a result of an industrial accident which occurred in City service or illness which occurred in City service, he/she will receive straight-time earnings up to eight (8) hours in each regularly scheduled work day for the necessary time spent in conjunction with the hearing.

## SECTION 7 -TOOLS

The City of Fairfield will provide an allowance of \$400.00 per year, to the mechanics for replacement and purchase of their personal tools used in their employment with the City. The City will pay for the cost of insurance coverage on such tools (maximum value to insure-\$5,000). Employees must submit paid premium invoice prior to payment for insurance.

## SECTION 8 - SAFETY DEVICES

Employees will be issued permanent safety equipment according to the duties classification chart at the end of this Section.

It will be the responsibility of each employee to keep each item clean, in good repair and available for use during all working hours. Employees will be responsible for replacement of any items or equipment lost or damaged other than from normal wear or by on-the-job accident. Any employee leaving the service of the City shall turn in his/her equipment at the termination of his/her employment prior to receiving his/her final paycheck.

## SECTION 9 - EDUCATIONAL ASSISTANCE

The expenses for permanent full-time employees who are required or requested by the City Manager to attend training schools, seminars, or other instructional or educational programs including examinations to increase their knowledge and further their competency in their occupation with the City, shall be paid by the City as follows:

1. Registration fees, tuition, or charges for the training school, seminar, or educational or other instruction program.
2. Reimbursement for meals at the rate established by City Policy and adopted by City Ordinance.
3. Mileage reimbursement for car expenses when an employee is not provided a City-owned vehicle, at the rate established by City policy and adopted by City ordinance. Bus, train, or air fare at tourist rate is provided for lengthy trips, when such method of travel is approved by the City Manager.
4. Single occupancy hotel or motel charge.
5. Salary or hourly rate will be paid when schools, etc., are attended during employee's normal work day.
6. Travel pay for time actually spent in travel to and from schools, etc., shall be paid at the employee's normal hourly rate or at one and one-half (1-1/2) times the normal rate,

depending upon whether such travel time is over and above employee's normal scheduled work hours.

Checks are to be issued in advance of the attendance of the employee for 1, 2, & 4 of this SECTION 9.

Expenses shall be verified by the employee submitting an itemized expense account for Items 1, 3, & 4 within fifteen (15) days of the completion. Item 2 shall be paid only when Item 4 is required. However, the City will pay for lunch for one-day training schools or seminars where lunch is not included in the admission cost at the rate established by City Policy and adopted by City Ordinance.

In the event of overpayment of estimated expenses, the employee shall deliver payment for the difference when filing his/her expense account. In the event of underpayment, the City shall issue a check for the difference on or before the date of the paycheck of the employee for the next pay period.

The foregoing provisions of this SECTION 9 shall not apply to testing or costs associated with obtaining Commercial Driver's Licenses which shall be as hereafter stated in SECTION 10.

#### SECTION 10 - COMMERCIAL DRIVER'S LICENSES

An employee whose job duties require him or her to have a valid Commercial Driver's License (CDL) under Ohio Revised Code Chapter 4506, including appropriate endorsements, shall do so at all times. The City shall pay all costs associated with CDL testing for each employee required to have a CDL for up to two (2) CDL examinations. An employee who is required and fails to maintain an appropriate CDL shall revert to the next lowest pay rate in his or her job classification not requiring a CDL until the appropriate CDL is acquired or six (6) months, whichever occurs first. If the appropriate CDL has not been obtained during the aforesaid six (6) month period, the employee shall revert to the lowest entry level pay rate in his or her job classification until the appropriate CDL is acquired. An employee who obtains an appropriate CDL shall be reinstated to their former pay rate effective when the CDL is obtained. The job duties of the following positions will require them to obtain CDL's within the time periods required in ORC Chapter 4506:

1. Street Division
  - a. General Foreman
  - b. Crew Foremen
  - c. Crew Leaders
  - d. Mechanics above entry level
  - e. Laborers and maintenance workers above starting rate in the attached Appendices.
2. Parks and Recreation Department
  - a. Crew Foreman
  - b. Crew Leader
  - c. Laborers and maintenance workers above starting rate in the attached Appendices.
3. Water Division
  - a. Laborers and maintenance workers above starting rate in the attached Appendices.
  - b. All Operator Maintenance Workers appointed after March 31, 1999, must obtain CDL within six months of appointment date.

The City shall pay all costs associated with CDL testing for employees not required to have a CDL for one (1) examination only. The City will reimburse employees who renew their CDL's for the difference between the charge for renewing their CDL License and the charge for renewing a regular Driver's License.

#### SECTION 11 - SCHOOLING AND LICENSES

The expenses for permanent full-time employees who are required or requested by the City Manager to attend training schools, seminars, or other instructional educational programs including examinations to increase their knowledge and further their competency in their employment with the City, shall be paid by the City as follows:

The City will reimburse an employee for the cost of a successfully passed license examination or up to two (2) times for a school required for a license examination. The City may reimburse an employee for the cost of the same school or examination more than twice, but shall not be required to do so.

The City will provide up to eight (8) hours of time off with pay at straight time hourly class rate to those employees who are attending a required school or a state license examination for the first time that the employee attends the school or license examination. Advance notice to supervision shall be provided for absence for attendance at schools or license examinations.

If an employee takes the State Water test, which is now required by the State, and passes the test, the City will reimburse to the employee the fee charged for taking the examination.

#### SECTION 12 - ACCIDENT REVIEW BOARD

All accidents involving AFSCME bargaining unit employees and City vehicles, machinery or equipment shall be reported immediately and shall be reviewed by an Accident Review Board. A reportable accident is any accident involving a City vehicle, machinery, or equipment which results in property damage and/or personal injury regardless of who is injured or what property is damaged, to what extent or where it occurs, regardless of who is responsible. The Accident Review Board shall be composed of six (6) members as follows: three (3) Management representatives selected by the City Manager and three (3) representatives from the AFSCME. Bargaining unit. The bargaining unit representatives shall be selected annually from those members who have completed at least one year with no reportable accidents. The three bargaining unit representatives shall be comprised of no more than one (1) representative each from the following four (4) operations: the Streets Division, Water Division, Parks and Recreation Department, and the Inspections Division. The Board shall meet as necessary for the purpose of developing safety and accident prevention policy and to review any accidents which have occurred.

Following a thorough review of the accident report prepared by the driver or operator of the City vehicle, machinery or equipment and such other evidence as the Board deems appropriate, the Board shall make recommendations for such reasonable and practicable preventative measures, if any, by which the accident could have been avoided. The Board shall also determine whether the conduct of the employee involved constituted negligence or fault. The employee shall have a right, and may also be compelled, to appear before the Accident Review Board to explain and discuss the accident or damage during the investigation process. All decisions of the Board shall be by majority vote of its entire membership, including a decision to vote by secret ballot on any matter.

#### SECTION 13 - RESIGNATION OR RETIREMENT

- A. The City expects, and the Union agrees, that employees shall make an effort to provide the City with at least two weeks written notice of the employee's separation from service due to resignation or retirement.

- B. An employee who separates from City service and provides the City with a minimum of six (6) months binding written notice of resignation or retirement shall be paid a notice incentive of one thousand five hundred dollars (\$1,500) with their final pay provided that the employee does not use more than fifty percent (50%) of the total of the employee's most recent annual accruals of vacation leave, sick leave, or personal leave during the employee's final six (6) months of employment. Standard procedures for approval of leave time will be observed.
- C. An employee who separates from City service, who does not qualify for the notice incentive under paragraph B, and provides the City with three (3) months binding written notice of resignation or retirement shall be paid a notice incentive of seven hundred fifty dollars (\$750) with their final pay provided that the employee does not use more than twenty-five percent (25%) of the total of the employee's most recent annual accruals of vacation leave, sick leave, or personal leave during said three (3) month period. Standard procedures for approval of leave time will be observed.
- D. In order to qualify for either of the incentives described in paragraphs B or C above, the employee must actually separate from City service on the date specified in the written notice of resignation or retirement unless the date is extended by mutual agreement of the City and the employee.
- E. The City will provide a standard form to be used by employees who wish to qualify for either of the incentives described in paragraphs B or C above in order to assist employees in meeting all elements for the written notice required.

#### SECTION 14 - DRIVING SUSPENSIONS

If an employee whose driving privileges are suspended or revoked notifies his/her department head of said action by the next business day following said suspension or revocation, Employer agrees to use its discretion in an attempt to reasonably accommodate the employee's ability to work during the period of the suspension or revocation.

#### SECTION 15 - DUTIES CLASSIFICATION CHART

##### Parks Department and Golf Course

Class I - Employees not normally exposed to hazard areas by nature of their duties and/or work station.

(a) Clerks

Class II - Employees exposed to possible hazard areas.

(a) Park Laborers  
 (b) Golf Course Attendants

Safety Gear Required:

(1) Hard Hats\*  
 (2) Steel-toe shoes

\*No hard hats necessary for Park Ranger except when working in hazardous area.

### Building Division

Class I - Employees not normally exposed to hazard areas by nature of their duties and/or work stations.

(a) Clerks (excluding Zoning Clerk)

Class II - Employees exposed to possible hazard areas.

(a) Inspectors  
Building  
Zoning Clerk

Safety Gear Required:

- (1) Steel-toe shoes
- (2) Hard Hats\*
- (3) Steel-toe rubber boots
- (4) Protective gloves (electrical inspector)

### Street Division

Class I - Employees not normally exposed to hazard areas by nature of their duties and/or work stations.

(a) Clerks

Class II - Employees exposed to possible hazard areas.

(a) Street Laborers  
(b) Equipment Operators  
(c) Automotive Mechanics  
(d) Street Inspector  
(e) Foreman

Safety Gear Required:

- (1) Hard Hat\*
- (2) Safety-toe shoes (leather)
- (3) Rain suit or raincoat (yellow)
- (4) Gloves (for use with calcium chloride)

Class III- Employees working under unusual conditions requiring special safety equipment.  
(Equipment in this category will be issued according to job classification).

- (1) Traffic control gear: vests, flags, protective gloves, hi-visibility apparel, etc.
- (2) Safety glasses, goggles, eye shields
- (3) Paint respirators, dust respirators
- (4) Hearing protectors
- (5) Welding goggles, masks, gloves

### Water Division

Class I - Employees not normally exposed to hazard areas by nature of their duties and/or work stations

(a) Clerks

Class II - Employees exposed to possible hazard areas:

- (a) Operator Maintenance Worker
- (b) Meter Readers

Safety Gear Required:

- (1) Hard Hats\*
- (2) Steel-toe shoes
- (3) Rain suit or raincoat (yellow)
- (4) Gloves

Class III- Employees working under unusual conditions requiring special safety equipment.  
(Equipment in this category will be issued according to job classification).

- (1) Traffic control gear: vests, flags, protective gloves, hi-visibility apparel, etc.
- (2) Safety glasses, goggles, eye shields
- (3) Paint respirators, dust respirators
- (4) Hearing protectors
- (5) Welding goggles, masks, gloves

\*No hard hats necessary except when working in hazardous area.

## ARTICLE 28 - NO STRIKE / NO LOCKOUT

Neither the Union nor any member of the bargaining unit included in this contract shall take part in, cause, or aid any strike, slowdown, picketing, except informational picketing which does not interfere with the operations of the City, or any other interference with the operations of the City during the term of this Agreement. In addition to the other rights and remedies prescribed by law, the City shall have the right to discharge or otherwise discipline any employee violating this Section, and no such discharge or discipline may be set aside unless the employee is found innocent of any violation of this Section.

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

The Employer agrees that during the term of this Agreement there shall be no lockout of bargaining unit employees.

This Article shall not be construed so as to restrict or prohibit the exercise of any rights granted to the members of this bargaining unit or the City under Chapter 4117 of the Ohio Revised Code after the completion of the term of this Agreement.

## **ARTICLE 29 - CONTRACT SERVICES, VOLUNTEERS, AND SUPERVISORS**

The City shall have the right to contract, or to use volunteers, for the performance of such work as the City determines advisable. However, the City agrees that this right shall not be used to cause the lay-off of an existing employee covered by this Agreement.

Supervisors shall not, in performing their duties for the Employer, displace or cause to be laid off any member of the bargaining unit from a regularly scheduled assignment or an overtime opportunity.

No grant in aid programs shall replace or cause to displace any existing employee.

## ARTICLE 30 - AGREEMENT

### SECTION 1 - TERM

The provisions of this Agreement shall be effective on April 1, 2023 and shall remain in full force and effect to and including March 31, 2026, except as otherwise provided herein.

### SECTION 2 - APPOINTMENTS BY MANAGEMENT

Any employee who is in an assignment appointed by management as designated in the attached Appendices may be removed from such assignment by management without just cause. If an employee is removed from such an assignment, the employee shall be placed in their classification at the classification step for which the employee is qualified. The employee shall receive the pay rate at the step for which they qualify. The employee removed from any one of the above assignments shall have no right to appeal any such removal to the Civil Service Commission or to grieve such removal under the terms of this contract.

From time to time, the City may propose additional assignments under this section to be appointed by management for a limited duration or for an indefinite period. The City and the Union agree that such additional positions may be assigned at a mutually agreed rate of pay.

### SECTION 3 - TEMPORARY VACANCIES IN FOREMAN POSITIONS APPOINTED BY MANAGEMENT

In those instances where an employee or employees are directly supervised by a foreman appointed by management as provided in SECTION 2 above and the foreman is absent for a period of five (5) consecutive regularly scheduled work days, beginning on the sixth (6th) consecutive regularly scheduled work day, management shall either designate in writing an employee to fill the foreman vacancy or reassign the employee(s) involved to other duties or to another crew with a foreman. In the further event that the foreman appointed by management is scheduled to be absent for five (5) or more consecutive regularly scheduled work days, management shall either designate in writing an employee to fill the foreman vacancy or reassign the employees involved as stated above on the first day of the absence of the foreman. It is understood that a foreman appointed to supervise the entire dispatch crew does not directly supervise dispatchers within the meaning of this section.

#### SECTION 4 - SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused their names to be subscribed by their authorized representatives on this 5<sup>th</sup> day of January, 2023. 2024

FOR THE UNION

By: John Goines  
John Goines, President

By: Joseph McQueen  
Joseph McQueen (Streets)

By: Refused to sign.  
Michael Bell (Water)

By: S. R.  
Jason M. Roesch (Streets)

By: Christopher Sellman  
Christopher Sellman (Parks)

By: Lori Sand  
Lori Sand (Dispatchers)

By: Dave Hensley  
Dave Hensley (Building/Zoning)

By: Andy Estridge  
Andy Estridge (Water)

By: Thomas Horan  
Thomas Horan  
Staff Representative, Council 8

By: Rebecca Frankenhoff  
Rebecca Frankenhoff  
Staff Representative, Council

FOR THE CITY OF FAIRFIELD

By: Scott W. Timmer  
Scott W. Timmer  
City Manager

By: Laura J. Murphy  
Laura J. Murphy  
Assistant City Manager

By: Christopher Hacker  
Christopher Hacker  
Finance Director

By: Rebecca Ervin  
Rebecca Ervin  
Police Major

By: Amanda Brock  
Amanda Brock  
Parks & Recreation Director

By: Ben Mann  
Ben Mann  
Public Works Director

By: Adam Sackenheim  
Adam Sackenheim  
Public Utilities Director

APPROVED AS TO FORM:

Steve Wolterman  
Steve Wolterman  
Assistant Law Director

**APPENDIX A - WAGE RATES AND PAY RANGES**  
**EFFECTIVE APRIL 1, 2023 THROUGH MARCH 31, 2026**

CLASSIFICATION & POSITION	QUALIFICATION	Effective Date		
		4/1/2023	4/1/2024	4/1/2025
		2.50%	2.50%	2.50%

**ACCOUNT CLERK I**

ACCOUNT CLERK I D	2 YEARS EXPERIENCE	\$ 25.83	\$ 26.48	\$ 27.14
ACCOUNT CLERK I C	1 YEAR EXPERIENCE	\$ 24.76	\$ 25.38	\$ 26.02
ACCOUNT CLERK I B	6 MONTHS EXPERIENCE	\$ 23.71	\$ 24.30	\$ 24.91
ACCOUNT CLERK I A	STARTING RATE	\$ 21.99	\$ 22.54	\$ 23.10

**ACCOUNT CLERK II**

CREW LEADER	APPOINTMENT BY MANAGEMENT	\$ 0.50	\$ 0.50	\$ 0.50
ACCOUNT CLERK II C	2 YEARS EXPERIENCE	\$ 28.26	\$ 28.97	\$ 29.69
ACCOUNT CLERK II B	1 YEAR EXPERIENCE	\$ 27.33	\$ 28.01	\$ 28.71
ACCOUNT CLERK II A	STARTING RATE	\$ 26.60	\$ 27.26	\$ 27.95

**ANIMAL CONTROL OFFICER**

ANIMAL CONTROL OFFICER D	2 YEARS EXPERIENCE	\$ 26.40	\$ 27.06	\$ 27.74
ANIMAL CONTROL OFFICER C	1 YEAR EXPERIENCE	\$ 25.27	\$ 25.90	\$ 26.55
ANIMAL CONTROL OFFICER B	6 MONTHS EXPERIENCE	\$ 24.29	\$ 24.90	\$ 25.52
ANIMAL CONTROL OFFICER A	STARTING RATE	\$ 22.53	\$ 23.09	\$ 23.67

**CLERK I**

CLERK I D	2 YEARS EXPERIENCE	\$ 25.83	\$ 26.48	\$ 27.14
CLERK I C	1 YEAR EXPERIENCE	\$ 24.76	\$ 25.38	\$ 26.02
CLERK I B	6 MONTHS EXPERIENCE	\$ 23.71	\$ 24.30	\$ 24.91
CLERK I A	STARTING RATE	\$ 21.99	\$ 22.54	\$ 23.10

**CLERK II**

CREW LEADER	APPOINTMENT BY MANAGEMENT	\$ 0.50	\$ 0.50	\$ 0.50
CLERK II C	2 YEARS EXPERIENCE	\$ 28.26	\$ 28.97	\$ 29.69
CLERK II B	1 YEAR EXPERIENCE	\$ 27.33	\$ 28.01	\$ 28.71
CLERK II A	STARTING RATE	\$ 26.60	\$ 27.26	\$ 27.95

**APPENDIX A - WAGE RATES AND PAY RANGES  
EFFECTIVE APRIL 1, 2023 THROUGH MARCH 31, 2026**

CLASSIFICATION & POSITION	QUALIFICATION	Effective Date		
		4/1/2023	4/1/2024	4/1/2025
		2.50%	2.50%	2.50%

**DISPATCHER**

FOREMAN	APPOINTMENT BY MANAGEMENT	\$ 35.39	\$ 36.28	\$ 37.19
DISPATCHER ASSIGNED TO TRAIN A NEW DISPATCHER*	APPOINTMENT AND DURATION DETERMINED BY MANAGEMENT	\$ 1.75	\$ 1.75	\$ 1.75
DISPATCHER D	2 YEARS EXPERIENCE	\$ 29.62	\$ 30.36	\$ 31.12
DISPATCHER C	1 YEAR EXPERIENCE	\$ 28.03	\$ 28.73	\$ 29.45
DISPATCHER B	UPON COMPLETION OF TRAINING	\$ 27.27	\$ 27.95	\$ 28.65
DISPATCHER A	STARTING RATE	\$ 25.53	\$ 26.17	\$ 26.83

Effective April 1, 2023 a one-time market adjustment of \$0.75 is added to Dispatcher current hourly rate before the base increase of 2.5% is applied

\* Appointee's regular rate of pay is increased by specified hourly amount.

**GREENSKEEPER**

CREW LEADER	APPOINTMENT BY MANAGEMENT	\$ 0.50	\$ 0.50	\$ 0.50
GREENSKEEPER D	2 YEARS EXPERIENCE	\$ 33.51	\$ 34.34	\$ 35.20
GREENSKEEPER C	1 YEAR EXPERIENCE	\$ 32.44	\$ 33.25	\$ 34.08
GREENSKEEPER B	6 MONTHS EXPERIENCE	\$ 31.35	\$ 32.14	\$ 32.94
GREENSKEEPER A	STARTING RATE	\$ 30.65	\$ 31.41	\$ 32.20

**BUILDING INSPECTOR**

BUILDING INSPECTOR D	2 YEARS EXPERIENCE	\$ 38.75	\$ 39.71	\$ 40.71
BUILDING INSPECTOR C	1 YEAR EXPERIENCE	\$ 38.24	\$ 39.20	\$ 40.18
BUILDING INSPECTOR B	6 MONTHS EXPERIENCE	\$ 37.70	\$ 38.64	\$ 39.61
BUILDING INSPECTOR A	STARTING RATE	\$ 37.22	\$ 38.15	\$ 39.10
CERTIFICATION SUPPLEMENT*	HVAC AND/OR ELECTRICAL SAFETY INSPECTOR CERTIFICATE OF COMPETENCY	\$ 1.00	\$ 1.00	\$ 1.00

\* Appointee's regular rate of pay is increased by specified hourly amount. An inspector will only receive an increase in pay for an additional Certificate of Competency received from the Board of Building Standards. Trainee certification and/or interim approval for certification is not eligible for an increase in pay. Each increase in pay is for a second or their Certificate of Competency in the employee's classified discipline before being eligible for pay increases from successful testing in relation to other Certificates of Competency.

**HEATING INSPECTOR**

BUILDING INSPECTOR D	2 YEARS EXPERIENCE	\$ 38.75	\$ 39.71	\$ 40.71
BUILDING INSPECTOR C	1 YEAR EXPERIENCE	\$ 38.24	\$ 39.20	\$ 40.18
BUILDING INSPECTOR B	6 MONTHS EXPERIENCE	\$ 37.70	\$ 38.64	\$ 39.61
BUILDING INSPECTOR A	STARTING RATE	\$ 37.22	\$ 38.15	\$ 39.10
CERTIFICATION SUPPLEMENT*	ELECTRICAL SAFETY INSPECTOR & OR CLASS III CERTIFICATE OF COMPETENCY	\$ 1.00	\$ 1.00	\$ 1.00

\* Appointee's regular rate of pay is increased by specified hourly amount. An Inspector will only receive an increase in pay for an additional Certificate of Competency received from the Board of Building Standards. Trainee certification and/or interim approval for certification is not eligible for an increase in pay. Each increase in pay is for a second or their Certificate of Competency in the employee's classified discipline before being eligible for pay increases from successful testing in relation to other Certificates of Competency.

**APPENDIX A - WAGE RATES AND PAY RANGES**  
**EFFECTIVE APRIL 1, 2023 THROUGH MARCH 31, 2026**

CLASSIFICATION & POSITION	QUALIFICATION	Effective Date		
		4/1/2023	4/1/2024	4/1/2025
		2.50%	2.50%	2.50%

**MAINTENANCE WORKER LABORER**

CREW FOREMAN*	APPOINTMENT BY MANAGEMENT + CDL + ALL APPROPRIATE EQUIPMENT	\$ 34.54	\$ 35.41	\$ 36.29
CREW LEADER	APPOINTMENT BY MANAGEMENT + CDL + ALL APPROPRIATE EQUIPMENT	\$ 0.50	\$ 0.50	\$ 0.50
TRAFFIC SIGNAL TECHNICIAN	APPOINTMENT BY MANAGEMENT	\$ 1.00	\$ 1.00	\$ 1.00
MAINTENANCE WORKER LABORER E*	PROFICIENCY CERTIFICATION ON DEPARTMENTAL EQUIPMENT SPECIFIED (STATUS THREE) + CDL + 3 YEARS EXPERIENCE	\$ 30.25	\$ 31.00	\$ 31.78
MAINTENANCE WORKER LABORER D	DEPARTMENTAL SPECIALIZED EQUIPMENT (STATUS TWO) + CDL + 2 YEARS EXPERIENCE	\$ 28.80	\$ 29.52	\$ 30.26
MAINTENANCE WORKER LABORER C	CDL + 1 YEAR EXPERIENCE	\$ 27.44	\$ 28.13	\$ 28.83
MAINTENANCE WORKER LABORER B	CDL + 6 MONTHS EXPERIENCE (STATUS ONE)	\$ 26.10	\$ 26.75	\$ 27.42
MAINTENANCE WORKER LABORER A	STARTING RATE	\$ 24.84	\$ 25.46	\$ 26.09

\* An employee required by management to maintain proficiency on three (3) or more pieces of Status Three (3) equipment will be compensated thirty (\$0.30) cents per hour in addition to the employee's regular hourly rate. Failure to maintain proficiency on at least three (3) pieces of equipment shall result in the immediate loss of said additional hourly rate of pay.

A Maintenance Worker Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License (which single license includes successful passage of both the core examination and appropriate category examinations required for the employee's job responsibilities), a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NPRA/OPRA National Playground Safety Inspector Certification will be compensated forty (\$0.40) cents per hour in addition to the employee's regular hourly rate. Any Maintenance Worker Laborer with one of those licenses or certifications on April 1, 2005, who maintains said license or certification continuously will be eligible for the additional forty (\$0.40) cents compensation.

A Maintenance Worker Laborer who is selected by management and who obtains an Arborist Certification shall be paid an annual lump sum payment of one thousand two hundred dollars (\$1,200) by January 31 each year. There shall be no more than three (3) Arborists appointed by Management.

**APPENDIX A - WAGE RATES AND PAY RANGES**  
**EFFECTIVE APRIL 1, 2023 THROUGH MARCH 31, 2026**

CLASSIFICATION & POSITION	QUALIFICATION	Effective Date		
		4/1/2023	4/1/2024	4/1/2025
		2.50%	2.50%	2.50%

**MECHANIC**

FOREMAN**	APPOINTMENT BY MANAGEMENT	\$ 1.45	\$ 1.45	\$ 1.45
CREW LEADER**	APPOINTMENT BY MANAGEMENT	\$ 0.50	\$ 0.50	\$ 0.50
MECHANIC G***	PASS EXAM FOR EVT F-3 FIRE PUMPS AND ACCESSORIES + PASS EXAM FOR EVT F-5 AERIAL FIRE APPARATUS + EVT FIRE APPARATUS TECHNICIAN LEVEL I CERTIFICATION + EVT AMBULANCE TECHNICIAN LEVEL I CERTIFICATION + ASE CERTIFICATIONS FOR 10 TESTS OUTLINED IN NOTE BELOW + CDL + FREON / REFRIGERANT CERTIFICATION	\$ 2.25	\$ 2.25	\$ 2.25
MECHANIC F***	EVT FIRE APPARATUS TECHNICIAN LEVEL I CERTIFICATION + EVT AMBULANCE TECHNICIAN LEVEL I CERTIFICATION + ASE CERTIFICATIONS FOR 10 TESTS OUTLINED IN NOTE BELOW + CDL + FREON / REFRIGERANT CERTIFICATION	\$ 1.25	\$ 1.25	\$ 1.25
MECHANIC E***	EVT AMBULANCE TECHNICIAN LEVEL I CERTIFICATION + ASE CERTIFICATIONS FOR 10 TESTS OUTLINED IN NOTE BELOW + CDL + FREON / REFRIGERANT CERTIFICATION	\$ 0.50	\$ 0.50	\$ 0.50
MECHANIC D	ASE CERTIFICATIONS FOR 10 TESTS OUTLINED IN NOTE BELOW + CDL + FREON / REFRIGERANT CERTIFICATION	\$ 33.29	\$ 34.12	\$ 34.98
MECHANIC C	ASE CERTIFICATIONS FOR 8 TESTS OUTLINED IN NOTE BELOW + CDL + FREON / REFRIGERANT CERTIFICATION	\$ 32.56	\$ 33.38	\$ 34.21
MECHANIC B	ASE CERTIFICATIONS FOR 4 TESTS OUTLINED IN NOTE BELOW + CDL + FREON / REFRIGERANT CERTIFICATION	\$ 29.87	\$ 30.62	\$ 31.38
MECHANIC A	STARTING RATE	\$ 28.52	\$ 29.23	\$ 29.96

Effective April 1, 2023 a one-time market adjustment of \$1.00 is added to Mechanic A-D current hourly rate before the base increase of 2.5% is applied

NOTE: ASE certifications which may be obtained to qualify an employee for advancement to Mechanic steps B - G are limited to the following list. The City and the Union from time to time may agree to add to, or delete from, said list.

A1 Engine Repair	A7 Heating and Air Conditioning	T2 Diesel Engines
A2 Automatic Transmission/Transaxle	A8 Engine Performance Systems	
A3 Manual Drive Train and Axles	F1 Compressed Natural Gas Vehicle	
A4 Suspension and Steering	L1 Auto Adv. Engine Perf. Specialist	
A5 Brakes	L2 Electronic Diesel Engine Diagnosis	
A6 Electrical/Electronic Systems	T1 Gasoline Engines	

\* The Appointing Authority may elect to hire a mechanic at the rate commensurate with their qualifications rather than the default starting rate but shall not be required to do so. Upon adoption of the successor agreement, all incumbents shall be reclassified to the designation that corresponds with their actual valid certifications at that time. Should an employee subsequently fail to maintain the required number of certifications for any step listed above, the employee will be required to obtain the requisite number of certifications for the employee's current rate of pay within one (1) year of or, after that one (1) year, the employee's rate of pay will be reduced to the rate for the qualifications the employee meets at that time.

\*\* Appointee's regular rate of pay is increased by specified hourly amount.

\*\*\* Mechanic E, F, and G regular rate of pay is increased by specified amount above the Mechanic D wage rate.

**APPENDIX A - WAGE RATES AND PAY RANGES  
EFFECTIVE APRIL 1, 2023 THROUGH MARCH 31, 2026**

CLASSIFICATION & POSITION	QUALIFICATION	Effective Date		
		4/1/2023	4/1/2024	4/1/2025
		2.50%	2.50%	2.50%

**METER READER**

CREW LEADER	APPOINTMENT BY MANAGEMENT	N/A	N/A	N/A
METER READER D	2 YEARS EXPERIENCE	N/A	N/A	N/A
METER READER C	1 YEAR EXPERIENCE	N/A	N/A	N/A
METER READER B	6 MONTHS EXPERIENCE	N/A	N/A	N/A
METER READER A	STARTING RATE	N/A	N/A	N/A

**OPERATOR MAINTENANCE WORKER**

CHIEF OPERATOR*	APPOINTMENT BY MANAGEMENT	\$ 38.52	\$ 39.48	\$ 40.47
FOREMAN*	APPOINTMENT BY MANAGEMENT	\$ 38.52	\$ 39.48	\$ 40.47
OPERATOR MAINTENANCE G**	CLASS III WATER LICENSE	\$ 36.00	\$ 36.90	\$ 37.82
OPERATOR MAINTENANCE F	CLASS II WATER LICENSE	\$ 33.64	\$ 34.48	\$ 35.34
OPERATOR MAINTENANCE E	CLASS I WATER LICENS	\$ 31.28	\$ 32.07	\$ 32.87
OPERATOR MAINTENANCE D	2 YEARS EXPERIENCE	\$ 30.25	\$ 31.00	\$ 31.78
OPERATOR MAINTENANCE C	1 YEAR EXPERIENCE	\$ 29.53	\$ 30.27	\$ 31.03
OPERATOR MAINTENANCE B	6 MONTHS EXPERIENCE	\$ 27.51	\$ 28.20	\$ 28.90
OPERATOR MAINTENANCE A	STARTING RATE	\$ 26.35	\$ 27.01	\$ 27.69

\*\* Relief Operator hourly rate when working as Relief Operator (See Article 7, Section 2B)

**PARK RANGER**

CREW LEADER	APPOINTMENT BY MANAGEMENT	\$ 0.50	\$ 0.50	\$ 0.50
PARK RANGER F	4 YEARS EXPERIENCE	\$ 29.78	\$ 30.52	\$ 31.28
PARK RANGER E	3 YEARS EXPERIENCE	\$ 29.01	\$ 29.73	\$ 30.48
PARK RANGER D	2 YEARS EXPERIENCE	\$ 28.60	\$ 29.31	\$ 30.05
PARK RANGER C	1 YEAR + BASIC PEACE OFFICER TRAINING SCHOOL	\$ 27.44	\$ 28.13	\$ 28.83
PARK RANGER B	6 MONTH EXPERIENCE	\$ 26.67	\$ 27.34	\$ 28.02
PARK RANGER A	PASS PRE-BASIC PEACE OFFICER TRAINING SCHOOL	\$ 26.35	\$ 27.01	\$ 27.69

**PARK RANGER ALTERNATE**

CREW LEADER	APPOINTMENT BY MANAGEMENT	\$ 0.50	\$ 0.50	\$ 0.50
PARK RANGER ALTERNATE F	3 YEARS EXPERIENCE	\$ 29.78	\$ 30.52	\$ 31.28
PARK RANGER ALTERNATE E	2 YEARS EXPERIENCE	\$ 29.01	\$ 29.73	\$ 30.48
PARK RANGER ALTERNATE D	1 YEAR EXPERIENCE	\$ 28.60	\$ 29.31	\$ 30.05
PARK RANGER ALTERNATE C	STARTING RATE WITH BASIC PEACE OFFICER TRAINING SCHOOL	\$ 27.44	\$ 28.13	\$ 28.83

**APPENDIX A - WAGE RATES AND PAY RANGES**  
**EFFECTIVE APRIL 1, 2023 THROUGH MARCH 31, 2026**

CLASSIFICATION & POSITION	QUALIFICATION	Effective Date		
		4/1/2023	4/1/2024	4/1/2025
		2.50%	2.50%	2.50%

**TURF MANAGER**

TURF MANAGER A	NO RANGE	\$ 35.35	\$ 36.24	\$ 37.14
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**TURF MECHANIC / MAINTENANCE WORKER**

TURF MECHANIC / MAINTENANCE WORKER G*	CDL + 5 YEARS EXPERIENCE + 10 TURF CERTIFICATIONS / SERVICE TRAINING SCHOOLS + FREON / REFRIGERANT CERTIFICATE	\$ 32.74	\$ 33.56	\$ 34.40
TURF MECHANIC / MAINTENANCE WORKER F*	CDL + 4 YEARS EXPERIENCE + 8 TURF CERTIFICATIONS / SERVICE TRAINING SCHOOLS + FREON / REFRIGERANT CERTIFICATE	\$ 32.00	\$ 32.80	\$ 33.62
TURF MECHANIC / MAINTENANCE WORKER E*	CDL + 3 YEARS EXPERIENCE + 6 TURF CERTIFICATIONS / SERVICE TRAINING SCHOOLS + FREON / REFRIGERANT CERTIFICATE	\$ 30.63	\$ 31.39	\$ 32.18
TURF MECHANIC / MAINTENANCE WORKER D*	CDL + 2 YEARS EXPERIENCE + 4 TURF CERTIFICATIONS / SERVICE TRAINING SCHOOLS + FREON / REFRIGERANT CERTIFICATE	\$ 29.27	\$ 30.01	\$ 30.76
TURF MECHANIC / MAINTENANCE WORKER C*	CDL + 1 YEAR EXPERIENCE + 2 TURF CERTIFICATIONS / SERVICE TRAINING SCHOOLS + FREON / REFRIGERANT CERTIFICATE	\$ 27.90	\$ 28.60	\$ 29.31
TURF MECHANIC / MAINTENANCE WORKER B	CDL + 6 MONTHS EXPERIENCE + FREON / REFRIGERANT CERTIFICATE	\$ 27.04	\$ 27.72	\$ 28.41
TURF MECHANIC / MAINTENANCE WORKER A	STARTING RATE	\$ 26.35	\$ 27.01	\$ 27.69

NOTE: Turf Equipment Certifications/Service Training Schools which may be used to qualify an employee for advancement to Turf Mechanic/Maintenance Worker steps C, D, E, and F above are limited to the following list. As appropriate, the Parks and Recreation Director or the Golf Superintendent may authorize the inclusion of certain specific ASE certifications from the Mechanic classification to qualify as well. Factory Service Training Schools must be attended at least once every three (3) years to remain current and eligible to be counted toward the requirements. The City and the Union from time to time may agree to add to, or delete from, said list.

Toro Reel Grinding Certification

John Deere Factory Service Training

NTT Welding Certification

Jacobson/Textron Factory Service Training

NTT Hydraulic Certification

Toro Factory Service Training

\* Should an employee fail to maintain the required number of certifications/service training schools for any step listed above, the employee will be required to obtain the requisite number of certifications/service training schools for the employee's current rate of pay within one (1) year of or, after that one (1) year, the employee's rate of pay will be reduced to the rate for the qualifications the employee meets at that time.

**APPENDIX A - WAGE RATES AND PAY RANGES**  
**EFFECTIVE APRIL 1, 2023 THROUGH MARCH 31, 2026**

CLASSIFICATION & POSITION	QUALIFICATION	Effective Date		
		4/1/2023	4/1/2024	4/1/2025
		2.50%	2.50%	2.50%

**ZONING CLERK**

ZONING CLERK C	2 YEARS OF EXPERIENCE	\$ 28.26	\$ 28.97	\$ 29.69
ZONING CLERK B	1 YEAR EXPERIENCE	\$ 27.33	\$ 28.01	\$ 28.71
ZONING CLERK A	STARTING RATE	\$ 26.60	\$ 27.26	\$ 27.95

**DATA ENTRY OPERATOR I**

DATA ENTRY OPERATOR I D	2 YEARS EXPERIENCE	\$ 25.83	\$ 26.48	\$ 27.14
DATA ENTRY OPERATOR I C	1 YEAR EXPERIENCE	\$ 24.76	\$ 25.38	\$ 26.02
DATA ENTRY OPERATOR I B	6 MONTHS EXPERIENCE	\$ 23.71	\$ 24.30	\$ 24.91
DATA ENTRY OPERATOR I A	STARTING RATE	\$ 21.99	\$ 22.54	\$ 23.10

**DATA ENTRY OPERATOR II**

DATA ENTRY OPERATOR II C	2 YEARS EXPERIENCE	\$ 28.26	\$ 28.97	\$ 29.69
DATA ENTRY OPERATOR II B	1 YEAR EXPERIENCE	\$ 27.33	\$ 28.01	\$ 28.71
DATA ENTRY OPERATOR II A	STARTING RATE	\$ 26.60	\$ 27.26	\$ 27.95

**CUSTODIAL MAINTENANCE WORKER**

CUSTODIAL MAINTENANCE WORKER A	NO RANGE	\$ 25.35	\$ 25.98	\$ 26.63
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**CUSTODIAL WORKER**

CREW LEADER	APPOINTMENT BY MANAGEMENT	\$ 0.50	\$ 0.50	\$ 0.50
CUSTODIAL WORKER D	2 YEARS EXPERIENCE	\$ 26.10	\$ 26.75	\$ 27.42
CUSTODIAL WORKER C	1 YEAR EXPERIENCE	\$ 24.95	\$ 25.57	\$ 26.21
CUSTODIAL WORKER B	6 MONTHS EXPERIENCE	\$ 23.83	\$ 24.43	\$ 25.04
CUSTODIAL WORKER A	STARTING RATE	\$ 23.50	\$ 24.09	\$ 24.69