



13-MED-12-1596  
0240-04  
K30993  
06/16/2014

AGREEMENT  
BETWEEN  
THE CITY OF FAIRFIELD, OHIO  
and  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #20, AFL-CIO

EFFECTIVE MARCH 1, 2014 THROUGH FEBRUARY 28, 2017, INCLUSIVE

TABLE OF CONTENTS

<u>ARTICLE - TITLE - SECTION</u>	<u>PAGE</u>
I     PURPOSE .....	1
II    MANAGEMENT RIGHTS .....	2
III   RECOGNITION AND UNION DUES .....	3
1 - Union Recognition	
2 - "Employee" Defined	
3 - Union Dues and Fair Share Fees	
IV    REPRESENTATIONS, CONSULTATION AND NEGOTIATION .....	5
1 - Representation on City Premises, During Working Hours	
2 - Purpose of Representation	
3 - Reimbursement, Wages for Representation	
4 - Labor Management Committee	
5 - Representation During Duty Hours	
6 - Meetings on City Premises	
V     HOURS OF WORK .....	7
1 - Normal Hours	
2 - Trade of Shift or Off Days	
VI    OVERTIME AND PREMIUM PAY .....	8
1 - Overtime and Premium Pay	
2 - Pyramiding of Premium and/or Overtime Pay	
3 - Overtime Lists	
4 - Calculation of Overtime Hours	
5 - Errors in Overtime	
6 - Employees not Contacted	
7 - Employees on Leave	
8 - Emergencies	
9 - Non-Transfer of Personnel	
10 - Outside Overtime	
11 - Off Duty Time	
VII   CALL-IN PAY AND PROCEDURE .....	10
1 - Call-in Pay	
2 - Call-in Procedure-Wastewater Plant Operators	
3 - Call-in Procedure-Persons Other than Wastewater Plant Operators	
VIII  RELIEF OPERATORS, USE OF OPERATORS AND MAINTENANCE PERSONNEL .....	11
1 - Relief Operators - Replacement of Operators	
2 - Call-ins	
3 - Maintenance Personnel	

<u>ARTICLE - TITLE - SECTION</u>	<u>PAGE</u>
IX WAGES, SHIFT PREMIUMS, CLOCK-IN TIME AND BREAKS .....	12
1 - Wages Rates	
2 - Shift Premium, Clock-in and Breaks	
3 - Employee Training	
X HOLIDAYS AND PERSONAL DAYS .....	15
1 - Holidays	
2 - Personal Days	
XI VACATION .....	17
1 - Vacations Earned	
2 - Pro-rated Vacation Pay	
3 - Vacation Schedules	
4 - Illness During Vacation	
XII SENIORITY .....	19
1 - Definition-Generally	
2 - Definition-Job Classification, Job Assignment	
3 - Definition-Experience	
XIII LEAVES AND LEAVES OF ABSENCE .....	20
1 - Leave of Absence without Pay	
2 - Leave of Absence for Injury	
3 - Funeral Leave	
4 - Military Leave	
5 - Sick Leave	
6 - Payment for Accrued but Unused Sick Leave upon Retirement	
7 - Independent Physical or Mental Examination	
XIV EMPLOYEE BENEFITS.....	22
1 - Clean-up Time	
2 - Lunch Period	
3 - Pension Plan, Hospitalization, Medical Care, and Group Life Insurance	
4 - Disability Insurance	
XV LONGEVITY AND ATTENDANCE INCENTIVE AWARD .....	25
1 - Longevity	
2 - Attendance Incentive Award	

<u>ARTICLE - TITLE - SECTION</u>	<u>PAGE</u>
XVI MISCELLANEOUS .....	26
1 - Witness or Jury Duty	
2 - Workers' Compensation Hearings	
3 - Tools, Uniforms, and Foul Weather Gear	
4 - Educational Assistance	
5 - Commercial Driver's License	
6 - Drug Testing	
7 - Resignation or Retirement	
8 - Driving Suspensions	
XVII GRIEVANCE PROCEDURE.....	30
1 - Definition	
2 - Who May Grieve	
3 - Designation of Stewards	
4 - Grievance Procedure	
5 - Grievance Consultation and Preparation	
6 - Time Extensions	
7 - Representation	
8 - Definition - Working Days	
XVIII ARBITRATION.....	33
1 - Application to Arbitrate	
2 - Procedure - Topics of Arbitration	
3 - Procedure - Selection of Arbitrator(s)	
4 - Procedure - Arbitration Hearing	
5 - Procedure - Cost to Arbitrate	
6 - Procedure - Arbitrator's Findings	
XIX NO STRIKE .....	35
XX MODIFICATION.....	36
XXI CORRECTIVE ACTION AND PERSONNEL FILES.....	37
1 - Employee Tenure	
2 - Procedure - Corrective Actions	
3 - Removal of Corrective Action Documentation	
4 - Maintenance of Records	
5 - Corrections to Personnel Files	
6 - Employee Evaluations	
7 - Confidentiality of Personnel Files	
8 - Job Descriptions	
XXII CONTRACT SERVICES AND SUPERVISORS.....	39
XXIII DURATION .....	40
APPENDICES:	
A. Wage Rates for March 1, 2014, through February 28, 2015	
B. Wage Rates for March 1, -2015, through February 29,2016	
C. Wage Rates for March 1, 2016, through February 28, 2017	

ARTICLE I

PURPOSE

This agreement is made between the City of Fairfield, Ohio, hereinafter referred to as the "City" or "Management" or "Employer", and the International Union of Operating Engineers, Local #20, AFL-CIO, hereinafter referred to as the "Union" for the purpose of achieving better understanding between both parties and to provide peaceful negotiations pertaining to wages or compensation, hours of work, conditions of employment and the peaceful adjustments of differences which may arise.

## ARTICLE II

### 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 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, 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 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 III

### RECOGNITION AND UNION DUES

#### SECTION 1. - UNION RECOGNITION

The City of Fairfield recognizes the International Union of Operating Engineers, Local No. 20, AFL-CIO, as the sole and exclusive bargaining agent for those employees assigned to classifications listed in the attached Appendices.

#### SECTION 2. - "EMPLOYEE" DEFINED

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

#### SECTION 3. - UNION DUES AND FAIR SHARE FEES

- A. While this Agreement is in effect, the City agrees to deduct from the earnings of each employee covered by this Agreement, the Union dues and Union initiation fees, if any, from the first two pays in each and every month beginning sixty (60) days after the start of employment on the basis of individually signed voluntary check-off authorization cards on a form to be furnished by the Union.
- B. All employees of the City covered by this Agreement who are not members of the Union shall pay a fair share fee which shall not exceed the Union's periodic dues. The Employer shall deduct the fair share fee from the employee's earnings the first two pays in each and every month beginning sixty (60) days after the start of employment for any employee covered by this Agreement. The amount of dues, initiation fees, or fair share fee to be deducted from each employee shall be that amount as certified to the City, in writing, by the Financial Secretary of the Union. The deduction of a fair share fee by the City from the payroll checks of the employees covered by this agreement who are not members of the Union and its payment to the Union is automatic and does not require the written authorization of the employee. The amount of dues, initiation fees, or fair share fees collected shall be turned over the Financial Secretary of the Union by the fifteenth (15th) day following the deduction.
- C. Failure to pay the fair share fee shall be the basis for legal action against the non-member by the Union. Nothing contained herein shall be construed to require that any employee become a member of the Union. The Union agrees to comply with all requirements of O.R.C. 4117.09 pertaining to dues and/or fair share fees.
- D. It is specifically understood that the only responsibility the City assumes is to deduct the dues, initiation fees and fair share fees in the amount specified by the Union and to forward such dues, initiation fees and fair share fees according to the terms of the 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, initiation fees and fair share fees.
- E. The Union agrees to save the City, its agents, employees and officials, harmless from any and all costs, including witness fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense or any liability resulting from the prosecution or defense of any action or inaction, claimed or otherwise, to which the City may be liable by virtue of the provisions of this Article.
- F. It is specifically agreed that payment for the above specified reasons shall be made directly from the Union to the party, and at no time, shall the City pay out any monies for any reason associated with the provisions of this Article.

G. AUTHORIZATION FOR PAYROLL DEDUCTIONS OF UNION DUES

NAME \_\_\_\_\_

EMPLOYEE NO. \_\_\_\_\_ DEPT.CODE \_\_\_\_\_

EFFECTIVE \_\_\_\_\_, I do hereby authorize the City of Fairfield to  
(Beginning of Pay Period)  
deduct from my earnings each month, my Union dues in the amount of \$ \_\_\_\_\_ and  
pay them to the International Union of Operating Engineers, Local #20, AFL-CIO. Upon notification by  
the Union, in writing, that the monthly dues have been changed, the City of Fairfield is authorized to  
change my deductions accordingly.

This authorization shall terminate 15 days after I notify the Finance Director of the City, in writing, to  
cancel it, or upon termination of my employment.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

H. The Union and the employees agree to indemnify and hold the City of Fairfield harmless against any  
and all claims of liability arising out of its deduction of Union dues from any employee's pay. The  
Union assumes full responsibility for the disposition of the deductions so made, once they have been  
received by the Union. The City will notify the Business Manager of the Union when any employee  
terminates his/her dues deduction authorization under this Section.

## ARTICLE IV

### REPRESENTATION, CONSULTATION AND NEGOTIATION

#### SECTION 1. - REPRESENTATION ON CITY PREMISES, DURING WORKING HOURS

- A. The Employer agrees that no more than two (2) 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. - PURPOSE OF REPRESENTATION

- A. 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 in writing, and making such writing enforceable as a contract. To this end, they agree to meeting personally and through representatives authorized to take effective action at reasonable intervals and at reasonable times and places at the request of either party.
- B. 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. - REIMBURSEMENT, WAGES FOR REPRESENTATION

- A. The Employer agrees to reimburse not more than four (4) bargaining unit members of the Union who are appointed as representatives to serve on the Union Bargaining Committee for time spent in actual meetings with the Employer to renegotiate this Agreement, pursuant to Article XXIII where such meetings take place during such members' 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 members for any expense incurred in fulfilling their positions as representatives on the Union Bargaining Committee. The Executive Director of the Union will notify the Employer in writing of the names and normal shift schedules of members selected to serve on the Union Bargaining Committee at least one (1) calendar week prior to the first scheduled negotiation date. Members and Union so 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 members.

#### SECTION 4 - LABOR MANAGEMENT COMMITTEE

- A. 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. - REPRESENTATION DURING DUTY HOURS

- A. Consultation, negotiations, and other representation activities necessary to further the purposes of the Agreement are recognized as 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 ON CITY PREMISES**

- A. Meetings of the Chapters or Committees of the Union will be permitted in approved meeting rooms 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.

## ARTICLE V

### HOURS OF WORK

#### SECTION 1. - NORMAL HOURS

- A. The normal scheduled work week of an employee shall consist of five (5) consecutive work days of eight (8) work hours each, as scheduled by the City Manager, unless stated per published schedules.
- B. The normal work day shall consist of first, second, and third shift. The first shift is any shift which 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 10:00 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. Notice shall be given in writing publicly to all affected personnel thirty (30) days in advance of the proposed change in the starting time of any shift within the hours stated above.
- C. Schedules may be changed by the City Manager from time to time to suit changing conditions in the plant, provided however, that indiscriminate changes shall not be made in such schedules and provided further that such changes deemed necessary shall be made known, in writing, publicly to all affected personnel thirty (30) calendar days in advance of the proposed change. Schedule changes as used in this paragraph are those which actually cause the employee to have different days off than he or she had prior to the schedule change. This paragraph does not apply to relief operator assignments under Article VIII, Section 1.
- D. When possible, off days shall be scheduled consecutively.
- E. Changes from one shift to another shift without changing scheduled off days of an individual employee shall be made only after twenty-four (24) hours notice has been given to the Union Steward and immediate supervisor, or at any time the City Manager declares an emergency.
- F. All employees shall be paid biweekly and payday shall be Friday through the pay ending on July 13, 2014. The next pay will be for a one-week period ending on July 20, 2014 and will be paid on July 31, 2014. All subsequent 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 notice available at 2:00 p.m. on payday. This language is contingent on approval of said language by the other unions. The City will provide to employees the option of having their paychecks directly deposited into their personal account at a financial institution of their choice. 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, provided that the City requires all employees to utilize the direct deposit option. The City will endeavor to educate all employees concerning the workings of direct deposit. Employees utilizing the direct deposit option will receive their normal paycheck stub with the issuance of paychecks. 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. - TRADE OF SHIFT OR OFF DAYS

- A. Employees may, with twelve (12) hours prior approval of their department head or division head, trade shifts or days off; but, 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.

## ARTICLE VI

### OVERTIME AND PREMIUM PAY

#### SECTION 1. - 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.
  3. For all work performed on Sunday by all employees.

#### SECTION 2. - 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 for 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.

#### SECTION 3. - OVERTIME LISTS

Management will post, in the appropriate division, overtime lists by Wednesday of each week. The list will contain the employee's name and total overtime worked from 7:01 a.m. Monday to 7:00 a.m. the following Monday.

#### SECTION 4. - CALCULATION OF OVERTIME HOURS

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. Aggregate overtime hours worked and refused among employees shall be calculated in one (1) year increments beginning January 1 of each year.

#### SECTION 5. - ERRORS IN OVERTIME

Where there are errors in the distribution of overtime opportunities, the Employer will be given one opportunity to correct the error by granting to any member whose rights were violated, the next opportunity to overtime within his or her overtime group.

#### SECTION 6. - EMPLOYEES NOT CONTACTED

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

#### SECTION 7. - EMPLOYEES ON LEAVE

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

#### SECTION 8. - EMERGENCIES

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

#### SECTION 9. - NON-TRANSFER OF PERSONNEL

Operating personnel will not be required to leave operational duties which include in-plant maintenance to replace maintenance personnel for the purpose of denying the maintenance personnel overtime. This would also apply to maintenance personnel replacing an operator.

#### SECTION 10. – OUTSIDE OVERTIME

Overtime outside the employee's division will be limited to eight (8) hours if it abuts the employee's normal work schedule.

#### SECTION 11. – OFF DUTY TIME

An employee shall be off duty a minimum of six (6) hours after working a maximum of sixteen (16) continuous hours unless an exception is approved by the Division Superintendent or Department head. At the discretion of the Division Superintendent or Department head upon the request of the employee, an employee called in or on scheduled 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. All overtime worked will be paid at the overtime rate of pay. Employees requesting to use leave will use personal leave or vacation leave unless the employee claims illness.

ARTICLE VII

CALL-IN PAY AND PROCEDURE

SECTION 1. - CALL-IN PAY

- A. An employee who is called in to work outside his/her normal work shift shall be paid one and one-half (1-1/2) times the regular rate of pay. At such time when the employee's regular shift arrives, the employee will be paid at his/her regular pay rate.
  - 1. There shall be a minimum of three (3) hours per call-in, providing call-in is three (3) hours prior to normal work shift.
  - 2. 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.

SECTION 2. - CALL-IN PROCEDURE-WASTEWATER PLANT OPERATORS

- A. If an operator on the second, third or any weekend shift calls in sick, the operator who has the lowest overtime hours will be allowed to work the shift of the operator who called in sick. The operator who contacts the operator with the lowest overtime hours will speak to him/her, personally, to find out if he/she wishes to work or refuses to work.

If the operator who has the lowest overtime hours is on duty and the operator who called in sick is on the following shift, the operator who is on duty may remain and work that shift or exercise his/her option which is explained in paragraph B.

- B. OPTION: An operator who is in the position of working a double shift, but does not wish to, may work a minimum of four (4) hours and call the next lowest operator to work. If the lowest Operator would be on the next shift, they would split the shift, if not, he/she would keep calling. If no operator would come in, he/she may then try to get a relief operator to come in. This option would not be used in the case where an operator would have to come in at 3:00 a.m. On the option the operator would be charged for hours worked. The operator coming in on the option would be charged hours he/she worked.
- C. If the first shift rotating operator does not cover his/her assigned shift, the first shift straight day operator shall fill the rotating operator's job assignment.

When the first shift straight day operator does not cover his/her assigned shift, a relief operator, who is on duty, will be assigned to cover the straight day operator's duties. While serving in this capacity, the relief operator shall follow relief operator's wages and hours. If no relief operator is on duty, the job assignment shall remain empty for that shift.

SECTION 3. - CALL-IN PROCEDURE-PERSONS OTHER THAN WASTEWATER PLANT OPERATORS

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. Aggregate overtime hours worked and refused among employees shall be calculated in one (1) year increments beginning January 1 of each year.

## ARTICLE VIII

### RELIEF OPERATORS

#### USE OF OPERATORS AND MAINTENANCE PERSONNEL

##### SECTION 1. - RELIEF OPERATORS - REPLACEMENT OF OPERATORS

Relief operators may be assigned to work an operator's schedule when management knows 24 hours in advance of an operator's time off. Relief operator(s) will be appointed from among the operator/maintenance personnel in the Division who are not already assigned as rotating shift operators. At a minimum relief operator position(s) will be posted for one (1) week for designation every January 31, if management intends to utilize relief operator(s). Relief operator position(s) may also be appointed by management at any other time after a one (1) week posting. The relief operator(s) will be selected on the basis of seniority; and if no one desires the position, the least senior qualified operator/maintenance person only in the division will be assigned the position of relief operator(s). The relief operator(s) will be paid "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). If more than one (1) relief operator is designated, the assignment shall rotate after each relief operator has fulfilled five (5) relief shifts. Designation as a relief operator does not prevent assignment as a rotating shift operator in accordance with Article V, Section 1. If any relief operator is appointed as a rotating shift operator, he or she shall no longer be a relief operator.

##### SECTION 2. - CALL-INS

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.

##### SECTION 3. - MAINTENANCE PERSONNEL

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.

ARTICLE IX

WAGES, SHIFT PREMIUMS, CLOCK-IN TIME AND BREAKS

SECTION 1. - WAGE RATES

- A. The wage rates which shall be effective during the contract period of March 1, 2014 to February 28, 2017 are set forth in attached Appendices A-C.
- B. Any employee designated as Collection System Foreman, Assistant Collection Foreman, Maintenance Foreman, Lab Supervisor, Instrumentation Foreman, Assistant Instrumentation Foreman, Crew Leader or Chief Operator by management may be removed from such assignment by management without 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 positions shall have no right to appeal any such removal to the Civil Service Commission or to grieve such removal under the terms of the Contract.
- C. Any employee who is appointed by the Public Utilities Superintendent, the Public Utilities Director or the City Manager in writing to officially perform temporarily the duties of Collection System Foreman, Assistant Collection Foreman, Maintenance Foreman, Lab Supervisor, Instrumentation Foreman, Assistant Instrumentation Foreman, or Chief Operator shall receive an additional amount per hour over their normal rate of pay during such temporary appointment as specified for such appointments in the attached appendices.
- D. Management shall not be required to appoint individuals to assignments as Collection System Foreman, Assistant Collection Foreman, Maintenance Foreman, Lab Supervisor, Instrumentation Foreman, Assistant Instrumentation Foreman, or Chief Operator, provided, however, that if individuals have been appointed by management as Collection System Foreman and Assistant Collection Foreman respectively, or Instrumentation Foreman And Assistant Instrumentation Foreman respectively, then in those instances where the appointed Foreman has been absent from work for a continuous period of at least six (6) weeks, the appointed Assistant Foreman shall be designated as Foreman and receive the additional pay amount for said appointment until the return of the previously designated Foreman or another appointment of an individual as Foreman by management.
- E. Employees in the Construction Inspector and Operator/Maintenance Worker classifications only who obtain one of the following water and/or wastewater licenses shall be entitled to compensation as shown in addition to their regular rate of pay:

Class I Water Distribution	\$0.25	Class I Wastewater Collection	\$0.25
Class II Water Distribution	\$0.50	Class II Wastewater Collection	\$0.50

Such employees shall be entitled to compensation for one water license and/or one wastewater license as outlined above.

- F. Any person with a wastewater license who is hired to fill a vacancy in the Operator/Maintenance Worker classification shall be paid an initial rate of pay one step below the rate at which the person would normally qualify on the wage rate appendix. Said person shall remain at that rate of pay for six months irrespective of any other licenses, training or experience obtained within said six months, provided further that such a person hired with a Class III license shall be paid at the Operator VIII rate of pay for six (6) months and the Operator IX rate of pay for six (6) months before advancing to the Operator X rate of pay.

## SECTION 2. - SHIFT PREMIUM, CLOCK-IN AND BREAKS

- A. For Operator/Maintenance Workers and Relief Operator assigned to rotating shifts, a premium of \$.33 per hour shall be paid over and above the employee'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 March 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 March 1, 2014.
- B. Employees working continuous eight (8) hour shifts may clock out fifteen (15) minutes early so long as they have been properly relieved. Wages paid will be computed based upon standard shifts.
- C. A total of five (5) minutes grace per week will be allowed before being docked one-quarter (1/4) hour late or listed as tardy.
- D. 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 3. EMPLOYEE TRAINING

As a part of an employee's orientation to the Wastewater Division, generally within the first week, the superintendent or designee will inform the employee of all training and licenses necessary to progress up the wage steps or receive supplemental pay as outlined in the contract. The employee will have his/her choice of which course will be taken at each level.

If an employee chooses the OTCO Class I correspondence course, the course will be ordered by the superintendent within one week after the employee has provided written notification to the superintendent that he/she wants to take the course. The City will pay the cost of the course, unless the employee has taken and failed to successfully complete any prior course at the City's expense. The employee shall receive the course as soon as it is received from OTCO. The course must be completed within one year from being issued by OTCO.

If an employee chooses to take an OTCO classroom course, it will be the employee's responsibility to find out the date, time, location, and registration information for the course. The employee must provide the superintendent with timely written notification of the classroom course for which they request registration. The City will pay the cost of the course, unless the employee has taken and failed to successfully complete any prior course at the City's expense. If the course is offered outside of the regular work hours, the employee must attend the course on his/her own time.

If an employee has not successfully completed any course for which the City has paid, no future courses will be paid for unless the employee successfully completes the course at no further expense to the City or reimburses the City for the course.

In the event that an employee successfully completes the examination for an OEPA wastewater license and because of the job assignment of the employee within the Wastewater Division, the employee does not have

the OEPA required experience to receive the license, the employee will be paid at the rate commensurate with the license for which the employee has successfully completed the examination. The City will endeavor to provide OEPA-qualified experience to those employees who have successfully completed the examination for an OEPA wastewater license as scheduling within the Wastewater Division allows.

Current and new employees will be given credit for all past successfully completed training as defined in Table A and shall be paid in accordance with the wage tables in the appendices.

The City shall provide a weekly work/study session in the wastewater division for all full-time employees taking courses necessary for wage step progression or supplemental pay. This session will meet one day per week from 3:00 p.m. until 4:00 p.m. If it is not possible to have the weekly session, a make-up session will be provided the following week. The City will supply an instructor/tutor for each session. Employees taking courses and participating in a work/study session will not receive pay for any time spent in these sessions after their regular hours of work. Although work/study sessions may be provided, it is the employee's responsibility to successfully complete each course.

#### TABLE A

##### OPERATOR MAINTENANCE WORKER APPROVED TRAINING

###### Level 1:

OTCO Wastewater Basic Course - Correspondence or Classroom\*

###### Level 2:

OTCO Wastewater Intermediate Course – Correspondence or Classroom\*

###### Level 3:

OTCO Wastewater Advanced Course – Correspondence or Classroom\*

\*or OEPA approved equal alternate.

## ARTICLE X

### HOLIDAYS AND PERSONAL DAYS

#### SECTION 1. - HOLIDAYS

A. 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.
Christmas Day	-	December 25.

And any other special day the City closes its offices.

B. 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 in section "A".

For holiday pay under this contract, a holiday begins at the start of the first operators shift on the day the employee observes the holiday and ends twenty four (24) hours later.

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

D. 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.

E. Employees 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. All other provisions of Article VII, Section 1, will apply to holiday call-in time.

F. If the City of Fairfield would experience any unusual circumstances where it would be necessary to send the entire work force home, Local #20 employees working during those circumstances would be paid their holiday rate of pay.

## SECTION 2. - PERSONAL DAYS

The City will pay employees for 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 notice at the discretion of the department head or division head. The minimum use of personal time off shall be fifteen (15) minute increments. Personal days will not be earned by a new employee until January 1 of the year following the year in which they were hired. All other 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. Persons whose employment is voluntarily terminated, for any reason, shall not be paid for personal days earned but not used.

## ARTICLE XI

### VACATION

#### SECTION 1. - VACATIONS EARNED

- A. Each full time employee, after service of one 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 hours of vacation leave with full pay. One year of service shall be computed on the basis of twenty-six 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 completed year of service with the City.
1. A full time employee with seven or more years of service with the City shall have earned and is entitled to one hundred twenty hours of vacation leave with full pay.
  2. A full time employee with fourteen or more years of service with the City shall have earned and is entitled to one hundred sixty hours of vacation leave with full pay.
  3. A full time employee with twenty-four years of service with the City shall have earned and is entitled to two hundred hours of vacation leave with full pay.
  4. Each five (5) years after twenty-four (24) years will add one (1) additional week of vacation.
- B. After one 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 an additional week 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 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 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 toward 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 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 is entitled by Section 1 of this Article, if such vacation has not been taken, up to three (3) years vacation.

#### SECTION 3. - VACATION SCHEDULES

- 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 holidays included within such approved vacation leave.

- B. Each year an employee with an unused sick leave hours 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. All such conversions shall be in multiple of four (4) or eight (8) hours provided that all other employees with this conversion option are subject to the same restriction.
- C. 1. A list shall be posted, for selection of vacation dates, by November 1 of each year, for year following.
2. Employees shall submit their requested dates for vacation to the department head, by December 1 of the year, for the year following.
3. The department head shall prepare and post a schedule of the approved dates by December 15, for the year following. An employee who chooses to split his vacation may do so only after each employee in his/her classification has picked his/her first choice by job assignment seniority. After December 15, vacation dates for the following year may only be changed upon approval of the department head. Employees not wishing to select dates for vacation by December 1, may only take vacation on dates approved by the department head.
- D. After the vacation dates are selected, a vacation request form must be submitted to the department 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 Article XI, Section 3-E. Emergency and other situations will be handled without regard to the above procedure by the employee and his/her department or division head.
- E. Vacation leave requires fourteen (14) calendar days' notice. Vacation leave requested with less than fourteen (14) calendar days' notice, but more than 48 hours notice will be subject to the department or division head's discretion for approval. Vacation leave requested with less than 48 hours notice will not be approved if the employee has personal days remaining. If personal time is exhausted, the department head or division head will exercise "discretion" in approving the requested vacation leave.
- F. The minimum use of vacation leave shall be fifteen (15) minute increments.

#### SECTION 4. - ILLNESS DURING VACATION

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

## ARTICLE XII

### SENIORITY

#### SECTION 1. - DEFINITION - GENERALLY

For the purposes of this Agreement, seniority shall be defined as total length of continuous service in a permanent, full-time, forty (40) hour per week position or succession of such positions within the employ of the Employer including probationary, provisional, or temporary, full-time forty (40) hour 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.

#### SECTION 2. - DEFINITION-JOB CLASSIFICATIONS, JOB ASSIGNMENT

- A. Job Classification seniority shall be defined as the length of continuous service in a job classification without interruption. For the purpose of this Agreement, operator and maintenance worker shall constitute separate job assignments within the Operator/Maintenance Worker classification. For the selection of vacation dates, shift selection, etc., personnel will compete within a given job assignment by their job assignment seniority. Job classification seniority shall be used for transfers and promotions.
- B. The City will post in the Wastewater Division all job openings and schools of which it receives notice.

#### SECTION 3. - DEFINITION - EXPERIENCE

Experience shall be defined as the number of years within a given job classification irrespective of job assignment.

## ARTICLE XIII

### LEAVE AND LEAVES OF ABSENCE

#### SECTION 1. - LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay may be granted upon request, by management consistent with the Civil Service Commission Rules and Regulations. Employees absent due to illness may be granted such leave after sick leave is expired. Upon return from such leave, the employee will be reinstated in his/her old position or one of equal grade. City agrees that no vacation will be required to be used prior to approval of a leave of absence for medical reasons. This provision shall not alter management's right to approve or disapprove leaves of absence, including leaves of absence for medical or personal reasons.

#### SECTION 2. - LEAVE OF ABSENCE FOR INJURY

- A. In the event of a work-related injury, including infectious hepatitis, incurred in the course of and arising out of employment, a leave of absence without pay shall be granted pursuant to the employee's doctor's initial diagnosis and certification, after use of twelve (12) sick days by the employee, if available.
- B. Leaves 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 or reoccurrences of any such injury shall not result in leave of absence in addition to the one (1) year provided herein.

#### SECTION 3. - FUNERAL LEAVE

- A. 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.
- B. To be eligible for payment, an employee must produce some evidence of said death in the form of public notice or its equivalent. "Immediate Family" shall be construed to mean husband, wife, child, mother, father, brother, sister, stepchild, 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, sister-in-law, or legal guardians.

#### SECTION 4. - MILITARY LEAVE

An employee who is a member of a reserve or national guard unit will be granted leave not to exceed thirty-one (31) calendar days per calendar year for training purposes with pay in an amount equal to the difference between his/her military compensation and the salary he/she would normally receive for service with the City during this leave.

#### SECTION 5. - SICK LEAVE

- A. Twelve (12) days of sick leave shall be granted to each employee in the bargaining unit on January 1 of each year. There will be a maximum accumulation of one hundred twenty (120) days of sick leave. Accumulated sick leave in excess of one hundred twenty (120) days shall be paid by the City on a one-for-one basis by February 1 of the following calendar year. 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: husband, wife, father, mother, sister, brother, son, daughter, in-laws and foster parents.
  5. Pregnancy.
- B. Employees shall call in prior to the start of their shift if they do not intend to report for work for any of the above causes.
- C. The minimum use of sick leave shall be fifteen (15) minute increments.

#### SECTION 6. - PAYMENT FOR ACCRUED BUT UNUSED SICK LEAVE UPON RETIREMENT

- A. 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 subdivision 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.
- B. 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 heirs. 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 7. - 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 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 days of the selection and the decision of the third party shall be binding. The City will pay the fee for the third examination.

## ARTICLE XIV

### EMPLOYEE BENEFITS

#### SECTION 1. - CLEAN-UP TIME

The final fifteen (15) minutes of each shift shall be provided for an employee wash-up period. 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.

#### SECTION 2. - LUNCH PERIOD

Management will ensure that employees will receive 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.

#### SECTION 3 - PENSION PLAN, HOSPITALIZATION, MEDICAL CARE, AND GROUP LIFE INSURANCE

- A. 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, at his/her own expense, \$10,000 life insurance on his/her spouse and \$10,000 on each eligible child.
- B. The specific benefits of the Health and Dental Benefit Plan for the members of the bargaining unit shall be as currently established, subject to modification by the Employee/Management Health and Dental Benefits Plan Committee as hereinafter provided. The Union will select two members from its bargaining unit to serve on an Employee/Management Health and Dental Benefits Plan Committee. The Committee shall be composed of eleven (11) members: two (2) representatives from the Local 20 bargaining unit, two (2) representatives from the Fraternal Order of Police Lodge #166 (one from each bargaining unit), two (2) representatives from the A.F.S.C.M.E. bargaining unit, two (2) representatives from the IAFF Local 4010 bargaining unit, two (2) management representatives and one (1) exempt employee appointed by the City Manager. A majority of the Committee shall constitute a quorum and it may take action or make recommendations only by majority vote of its entire membership. The Committee shall have the authority to alter or reduce health and/or dental benefits once annually in accordance with the time requirements of the Plan Provider, the Center for Local Government Benefits Cooperative, and/or the Third Party Administrator; however, the vote to approve such changes shall require a majority of the groups with each bargaining unit casting one vote and the three non-bargaining unit members casting one vote. The Committee will invite all covered employees to attend an informational meeting concerning proposed changes with a number of such meetings scheduled and held (as determined appropriate by the Committee) prior to voting on such changes. The Committee and the City Manager shall both have the authority to select the Plan Provider, membership in the Center for Local Government Benefits Cooperative, and/or the Third Party Administrator and to determine appropriate levels of reinsurance for any plan, except that both the Committee and the City Manager shall have the authority to veto any change in the Plan Provider, membership in the Center for Local Government Benefits Cooperative, and/or the Third Party Administrator or the levels of reinsurance proposed by the other. The Finance Director will provide the pertinent information in and available to his office to the Committee to assist them in their decisions and recommendations. Nothing in this paragraph shall restrict the Committee from offering more than one level of medical or dental coverage which may be selected by an employee based on levels of coverage and cost.

- C. Except as provided hereinafter, after a member of the bargaining unit has been employed by the City for a period of ninety (90) days, the City will pay into the Employees Benefit Trust Fund of the City of Fairfield, Ohio, monthly an amount equal to 85% of the actual cost or COBRA rate, as applicable, for that employee's family or single coverage (or any other coverage option approved by the Committee), as applicable. The employee's total monthly 15% share of the actual cost or COBRA rate, as applicable, shall be deducted in two equal installments each month from the payroll checks of the member on a pre-tax basis and paid into the Employees Benefit Trust Fund of the City of Fairfield, Ohio. All funds paid or deposited into the Employees Benefit Trust Fund of the City of Fairfield may be expended only for the costs of providing health and dental benefits. A new employee may participate in the Health and Dental Plan at his/her own expense (100%) during the first ninety (90) days of employment. These provisions shall be effective upon the effective date of this contract.

Effective August 1, 2015, the City's annual contribution to the Employees Benefit Trust Fund for any employee shall be limited to 84% (83% effective August 1, 2016) of the total cost of the High Deductible Health Plan (HDHP), the HSA fee, and the dental plan in addition to the applicable Health Savings Account (HSA) contribution based upon the level of the plan selected by the employee. Any employee who remains on or elects the traditional (non-HDHP) health/dental plan after August 1, 2013 shall be responsible for the additional cost of such traditional plan, if any, which shall be paid by payroll deduction in addition to the 15% (16% effective August 1, 2015) (17% effective August 1, 2016) employee share.

The following two exceptions to the above rule shall apply:

- 1) New employees who are eligible for health/dental benefits shall be provided the traditional (non-HDHP) plan without paying the additional cost above the HDHP plan as outlined above, but only until the start date of the next plan year for which the employee was eligible to enroll in the HDHP plan. Thereafter, the above-stated additional cost shall apply to the new employee if he or she remains on the traditional (non-HDHP) plan.
- 2) If an employee is legally required to provide the traditional (non-HDHP) health/dental plan for a covered dependent, the employee shall not be required to pay the additional cost of the plan above the 15% (16% effective August 1, 2015) (17% effective August 1, 2016) as outlined above. "Legally required" means ordered by a court or other legal authority having jurisdiction over the employee. The employee must provide appropriate proof of such order and that the employee did not agree or consent to such an order.

If an employee selects coverage under a High Deductible Health Plan (HDHP) which qualifies the employee to make contributions to a Health Savings Account (HSA), the City will deposit into the employee's HSA each year on or about August 1st a lump sum contribution of \$1,800 for an employee with single coverage or a lump sum contribution of \$3,600 for an employee with coverage including the employee and other family members, provided that the City contribution to an employee's HSA shall not exceed 90% of the annual deductible applicable to the employee's coverage nor be less than 50% of the applicable annual deductible.

- D. A member of the bargaining unit may decline participation in the Health and Dental Benefits Plan provided that the participation requirements citywide for all plans included in the Health and Dental Benefits Plan package can be achieved without the member's participation. Members declining participation in the Health and Dental Benefits Plan shall be compensated twelve hundred dollars (\$1,200) for such non-participation during a full twelve month plan year. Said compensation for non-participation will be paid during the first calendar month following the end of the applicable plan year. On a form provided by the City, members shall execute a written declination of coverage which acknowledges that the City shall have no responsibility or liability for the health or dental benefits or expenses of the employee or his/her dependents and that re-enrollment in the plan(s) shall be subject

to the provisions of the respective health or dental benefits plan. Compensation for non-participation shall not be paid to an employee who receives coverage as the spouse of another City employee. The following provisions shall determine an employee's eligibility for non-participation compensation:

1. The twelve hundred dollar (\$1,200.00) compensation for non-participation in the Health and Dental Benefits Plan may be paid on a pro-rated basis at a rate of one hundred dollars (\$100.00) for each full month of non-participation provided the period of non-participation qualifies under one of the following circumstances.
2. A newly-hired employee who opts out of coverage will be eligible for compensation for those months remaining in the Plan Year for which the employee would have been eligible for coverage, i.e., those months after the first ninety (90) days of employment.
3. An employee who opts out of coverage at the beginning of the Plan Year (or a newly hired employee who opts out when eligible) but later enrolls for coverage as a result of a qualifying event which eliminates the employee's coverage through the employee's spouse or other source of coverage, will be entitled to compensation for those months of non-participation prior to the re-enrollment date. In this case, a "qualifying event" is an event defined in the law which entitles the employee to initiate coverage through the City's provider. Re-enrollment not the result of a qualifying event will only be permitted for the start of the next Plan Year.
4. An employee who opts out of coverage by the City after the beginning of the City's Plan Year will be entitled to compensation for those months of non-participation remaining in the Plan Year following the effective date of the opt-out.
5. In the event a Plan Year is less than twelve (12) months in duration due to a change in providers of coverage, all non-participating employees will be entitled to one hundred dollars (\$100.00) per full month of the shortened Plan Year.
6. All compensation for non-participation, regardless of duration or timing, shall be paid during the first calendar month following the end of the applicable Plan Year, except that an employee who voluntarily terminates employment during a Plan Year will be compensated for each full month of actual non-participation during said Plan Year with their final pay.

E. The City agrees to P.E.R.S. "pickup" if:

1. All full-time employees covered by P.E.R.S. agree to the program; and
2. It is by the salary reduction method; and
3. It is approved by P.E.R.S. and I.R.S.

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

#### SECTION 4 - DISABILITY INSURANCE

The City will work with the Employee/Employer Health And Benefits Committee to arrange for employees to be offered short term and long term disability insurance. The Committee will select an insurance provider after considering the various alternatives. It must be recognized that insurance carriers require specific levels of employee participation by all city employees in order to provide disability insurance coverage. Unless there is sufficient participation by employees the insurance cannot be provided.

This coverage 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.

ARTICLE XV

LONGEVITY AND ATTENDANCE INCENTIVE AWARD

SECTION 1. - LONGEVITY

- A. 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.
- B. Any employee who resigns his or her position, 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 full year of service and shall then begin receiving longevity as above described.
- C. Determination of the addition of each year of service shall be calculated as of the employee's anniversary of employment with the City.
- D. Longevity payment shall be paid out of the same funds as prescribed for the employee's 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 XVI

### MISCELLANEOUS

#### SECTION 1. - WITNESS OR JURY DUTY

Members shall receive full pay for regularly scheduled working hours on any day when a member 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 member.

#### SECTION 2. - WORKER'S COMPENSATION HEARINGS

When an employee attends as a witness, but not as a claimant, hearings scheduled by the Bureau of Worker's Compensation or the Industrial Commission of Ohio in connection with a Worker's 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 3. - TOOLS, UNIFORMS, AND FOUL WEATHER GEAR

- A. The City will provide all tools necessary to perform maintenance work.
- B. The City will provide eleven (11) sets of uniforms to all members of the bargaining unit with each employee selecting an appropriate combination of uniform items from those approved by the department head. In addition to the aforementioned, each member of the bargaining unit will be provided six (6) t-shirts per year. 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.
- C. 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.
- D. All employees will be provided an identification badge which must be carried with the employee at all times while on duty.
- E. Employees in the Construction Services Division and the Wastewater Division, including the Lab Technicians, will receive an allowance of One-Hundred Twenty-Five Dollars (\$125.00) per year for the purchase of foul weather gear. Payment shall be paid upon proper notice by the Department Director, by January 31 each year. The employees will be responsible for the maintenance of their equipment.
- F. Employees required to wear safety shoes shall receive an allowance of Two-Hundred Dollars (\$200.00) per year payable by January 31. The City shall provide specifications for said shoes by administrative policy.
- G. It will be the responsibility of each employee to keep all foul weather gear and safety shoes clean, in good repair and available for use during all working hours.
- H. The City will reimburse employees whose duties require the use of safety glasses for the purchase of prescription safety (OSHA approved) glasses up to One Hundred Fifty (\$150.00) per calendar year upon presentation of a paid receipt.

#### SECTION 4. - EDUCATIONAL ASSISTANCE

- A. The expenses for permanent full-time employees who are required by State Law and/or requested by the City Manager to attend training schools, seminars, or other instructional or educational programs including examination 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 instructional 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 period of travel is approved by the City Manager.
  4. Single occupancy hotel or motel charge.
  5. Salary or hourly rates 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.
- B. Checks are issued in advance of the attendance of the employee for 1, 2, and 4 of Section A above. Expenses shall be verified by the employee submitting an itemized expense account for Item 1, 3, and 4 within fifteen (15) days of 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 costs at the rate established by City policy and adopted by City Ordinance.
- C. The foregoing provisions of paragraphs A and B of this section shall not apply to testing or costs associated with obtaining Commercial Driver's Licenses which shall be as hereafter stated in Section 5.

#### SECTION 5. - COMMERCIAL DRIVER'S LICENSE

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 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 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 obtained. An employee who obtains an appropriate CDL during either of the six (6) month periods stated above shall be reinstated to their former job classification and pay rate. The job duties of all laborers, maintenance workers and those operator/maintenance workers assigned to duties other than plant operations will require them to obtain CDL's within the time periods required in Chapter 4506; new employees in these positions shall obtain a CDL, including appropriate endorsements, within six months after date of hire. 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 6. - DRUG TESTING

- A. The City and the Union agree that all employees covered by this agreement who are required to have a Commercial Drivers License under this contract or 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.
- B. The City and the Union further agree that all employees covered by this agreement who are not required to have a Commercial Drivers 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 and may include members of other bargaining units. 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.
- C. The City agrees to inform all employees of the risks of being uninsurable under liability insurance coverage purchased by the City, including the risk that termination of employment may result from a determination that an employee is uninsurable.
- D. Additionally, the parties agree that the City's existing Drug Free Workplace Policy shall apply to members of the bargaining unit.

## SECTION 7. - 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 paragraph 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 8. - DRIVING SUSPENSIONS

- A. 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.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

#### SECTION 1.- DEFINITION

The word "grievance" as used in this Agreement refers to an alleged failure of the Employer to comply with a pay provision or with any other provision of this Agreement, unless such provision is specifically excluded from the grievance procedure.

#### SECTION 2.- WHO MAY GRIEVE

A grievance, under this procedure, may be brought by any member of the Union who is in the bargaining unit. Where a group of Union members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group will process the grievance.

#### SECTION 3.- DESIGNATION OF STEWARDS

- A. The Union will designate not more than four (4) unit stewards who are members of the Union and within the employ of the Employer. 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.
- B. The Union shall designate the jurisdictional areas for the unit stewards. Jurisdictional areas will comprise as equal a number employees as is consistent with the geographical location of the work units covered.
- C. 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.- GRIEVANCE PROCEDURE

- A. The following are the implementation steps and procedures for handling grievances by members:
  - 1. Preliminary Step - A member 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. 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 such) and there shall be no appropriate unit steward present.

If the member is not satisfied with the response from his/her immediate supervisor at this Step, he/she may pursue the formal steps which follow.
  - 2. Step One - Department Head
    - a. A member having a grievance shall present it to the Department Head, in writing, signed by that member and the unit steward, within three (3) of the member's working days after the event or circumstances giving rise to the grievance have occurred. The grievance at this Step shall be submitted to the City Manager's

representative in writing, using the form supplied by the Union. Grievances submitted beyond the three (3) working days time limit need not be honored, although they will be processed through his/her procedure if time limits are waived by the Department Head at this Step.

- b. The Department Head may verbally discuss the grievance with the member-grievant but shall not discuss the grievance until either he/she or the member has personally, verbally, or in writing, notified an appropriate unit steward and given such steward an opportunity to be present in such discussion.
- c. 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 member-grievant and unit steward who signed the grievance.

3. Step Two - Assistant City Manager or Designate

- a. Should the member-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 grievance in an original and two (2) copies to the Assistant City Manager.
- b. The grievance at this Step shall be submitted to the Assistant City Manager in writing, using the form supplied by the Union.
- c. The member-grievant may choose the appropriate unit steward or the authorized representative of the appropriate unit steward and/or a non-employee, duly accredited representative of the Union to accompany him to the meeting at this Step. The Assistant City Manager may request the attendance of any other person(s) as he/she deems necessary.
- d. The Assistant City Manager shall respond to this grievance in writing with his or her answer reproduced on the original and all copies of the grievance form and shall return the original and one (1) copy thereof to the member-grievant within ten (10) working days after his/her receipt of the grievance forms.

4. Step Three - City Manager

- a. Should the member-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 and one (1) copy to the City Manager and request that the meeting contemplated by this Step Three be scheduled.
- b. Upon receipt of the original and one (1) copy of the written grievance form, the City Manager shall have them time-stamped to show the date of his or her receipt of them and shall schedule a meeting to be held within five (5) working days of his/her receipt of the grievance form.
- c. In addition, the aggrieved employee shall choose a non-employee, duly accredited representative of the Union to attend this meeting. In the event that a non-employee duly accredited representative of the Union does not attend the meeting, the grievance shall be deemed to have been terminated at Step Two, and the City Manager shall not be required to respond further.

- d. Upon completion of the Step Three meeting, the City Manager shall determine whether the Step Two answer is consistent with Employer policies, applicable provisions of the Ohio Revised Code, Civil Service Statutes, and Fairfield Charter, and the Rules of the Fairfield Civil Service Commission.
- e. The City Manager shall render his/her decision in writing on both copies of the grievance and return a copy to the member-grievant and to the appropriate representative of the Union within five (5) working days after the meeting with the member-grievant.

#### SECTION 5.- GRIEVANCE CONSULTATION AND PREPARATION

A member may be given a 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 member's supervisor will arrange a meeting to take place as soon as possible for the member with his/her appropriate unit steward. The member need not reveal to his or her supervisor the nature of the potential grievance matter. Members 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 member, his/her appropriate union steward or the Employer. In a group grievance, discussed in Section 2 of this Article, only one (1) of the member-grievants shall be in pay status during investigative and processing steps provided by this Article.

#### SECTION 6.- TIME EXTENSIONS

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 member-grievant and the Employer's designated representative may mutually agree, at any Step, to short time extensions for the Employer's answer. In the absence of such mutual extensions, the member-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.- REPRESENTATION

In each Step of the Grievance Procedure outlined in Section 4 of this Article XVII, certain specific representatives are given approval to attend the meetings herein prescribed. It is expected that, in the usual grievance, these will 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 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.- DEFINITION - WORKING DAYS

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.

## ARTICLE XVIII

### ARBITRATION

#### SECTION 1.- APPLICATION TO ARBITRATE

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 in those cases where the grievance does not request a violation of this Agreement, the Ohio Revised Code, City Charter, City Ordinance, or Civil Service Rules and Regulations, and is therefore arbitrable. The grievant must make written application to the City Manager for arbitration within ten (10) working days of his or her receipt of the written answer from the City Manager at Step Three. A copy of such application shall be sent by the grievant to the top Union official in the bargaining unit and to the Union. It is understood, however, that the Union shall make the determination as to whether any grievance is appealed to arbitration.

#### SECTION 2.- PROCEDURE - TOPICS OF ARBITRATION

- A. As soon as practicable after receipt by the City Manager of the grievant's application for arbitration, but not to exceed fifteen (15) working days, the City Manager shall respond in writing to the grievant, with a copy to the local Union top official and to the Executive Director of the Union as to whether the City is willing to go to arbitration.
- B. Any refusal to arbitrate must be premised upon a determination by the City Manager that the subject grievance is in conflict with an applicable section of the Ohio Revised Code, City Charter, City Ordinances, not in conflict with this Agreement, Civil Service Rules and Regulations, and/or a clear provision of this Agreement, and as such is not arbitrable. Where such a determination is made and the grievant and the Union wish to proceed to arbitration, the first question to be placed before the arbitrator will be whether or not the alleged grievance is related to matters specifically covered by the Agreement, or above mentioned Ordinance, City Charter, Civil Service Rules and Regulations, and/or statutes. If the Arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator in the same hearing. Otherwise, the grievance will be considered concluded at that point in favor of the City with full arbitration costs borne by the Union. The City agrees to appear and present its case to the Arbitrator, notwithstanding its contention that the grievance is not arbitrable.

#### SECTION 3.- PROCEDURE-SELECTION OF ARBITRATOR(S)

Within fifteen (15) working days following the grievant's receipt of the City Manager's written decision on his/her application for arbitration, a designated representative of the City and a designated representative of the Union will consult and attempt to resolve the dispute and/or select an impartial arbitrator by mutual agreement. In the event no agreement is reached at this meeting, the parties will, by joint letter, request the Director of the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators from which the City and the Union representatives shall select one by mutual agreement. But, if agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the remaining name after four (4) names have been struck.

#### SECTION 4.- PROCEDURE-ARBITRATION HEARING

- A. The arbitrator shall conduct a fair and impartial hearing on the grievance, hear and record testimony from both parties applying the rules of the Federal Mediation and Conciliation Service.

- B. The arbitrator's sole function shall be to interpret this Agreement and to determine whether the Employer or the Union is failing to abide by its provisions or applicable laws. The arbitrator shall not have any authority to change, amend, modify, or otherwise alter this Agreement or any part thereof in any respect. The arbitrator shall also apply any applicable State, Federal, or Local laws.
- C. It is expressly understood that the ruling and decision of the Arbitrator, within his/her function as described herein, shall be final and binding upon the parties. The award, if in favor of the grievant, will be immediately implemented by the City.

SECTION 5. - PROCEDURE - COST TO ARBITRATE

The costs of the services of the Federal Mediation and Conciliation Service in providing a panel or panels, the costs of any evidence produced at the direction of the arbitrator, the fees and expenses of the arbitrator and rent, if any, for the hearing room shall be borne by the losing party. Where the arbitrator's award is not consistent with the prayer sought by either party, the above costs shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a report or request a copy of any transcript. Any bargaining unit employee in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the day of the hearing.

SECTION 6. - PROCEDURE - ARBITRATOR'S FINDINGS

The arbitrator shall render, in writing, his/her findings and award as quickly as possible after the hearing, and shall forward such findings, awards, and all supporting data to the office of the City Manager of the City and to the headquarters of the Union.

ARTICLE XIX

NO STRIKE

- A. 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 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.
  
- B. 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. During the life of this Agreement, the City shall not lock out the employees because of a labor dispute with the Union.

ARTICLE XX  
MODIFICATION

- A. The provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions except that rates of pay for new classifications are bargainable. Therefore, the City and the Union, for the lifetime of the Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement unless the City and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.
  
- B. Should any provision of this Agreement be found to be in violation of any federal, state, or municipal law, City Charter, Civil Service Rules, or order by a court of competent jurisdiction, or federal or state administrative ruling, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## ARTICLE XXI

### CORRECTIVE ACTION AND PERSONNEL FILES

#### SECTION 1.- EMPLOYEE TENURE

The tenure of every employee of the Employer shall be during good behavior and efficient service. No member shall be reduced in pay or position, suspended, discharged, or removed except for the grounds stated in Section 124.34, Ohio Revised Code, nor shall the Employer take any form of corrective action against any member in the bargaining unit except for just cause.

All newly hired employees and employees who are appointed to a higher job classification shall serve a probationary period of six (6) months and no appointment is final until the appointee has satisfactorily served his/her probationary period. The City, the Union, and the affected employee may agree to extend an employee's probationary period.

#### SECTION 2.- PROCEDURE - CORRECTIVE ACTIONS

- A. 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 written corrective actions taken to the affected member.
- B. 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.- REMOVAL OF CORRECTIVE ACTION DOCUMENTATION

Written reprimands and suspensions of three (3) days or less will cease to have any force and effect after a one (1) year period from the date of the reprimand and/or suspension 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.

#### SECTION 4.- MAINTENANCE OF RECORDS

- A. 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 Union 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.
- B. If any member is involved in a grievance, regarding which matters in his/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.- CORRECTIONS TO PERSONNEL FILES

For the duration of this Agreement, and any extension 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.- EMPLOYEE EVALUATIONS

- A. In order to insure that performance evaluations serve the purpose of notifying employees of alleged job-related shortcomings, 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.
- B. 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.

#### SECTION 7.- CONFIDENTIALITY OF PERSONNEL FILES

Except as otherwise provided in this Article XXI, and except for those supervisory and confidential employees who have a proven, legitimate need to see employee personnel files, such files shall not be available for review by anyone without prior, written authorization for such by the employee whose file or information therein is requested, subject to legal requirements on the Employer regarding public records. Further, no information in any employee's personnel file will be shared with anyone outside the Employer except name, place of employment, dates of employment and job classifications, without prior authorization of the employee involved. However, reference requests of supervisors shall be handled in a routine manner with written references being provided, if requested of the supervisor by the employee.

#### SECTION 8.- JOB DESCRIPTIONS

Copies of any job descriptions furnished to the Civil Service Commission by the Employer shall also be furnished to the Union.

ARTICLE XXII

CONTRACT SERVICES AND SUPERVISORS

The City shall have the right to contract with third parties 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. The Union shall also retain the right to bargain the effects of reassignment of existing employees to jobs outside this bargaining unit caused by the City contracting with third parties under this article.

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 replace an existing employee.

ARTICLE XXIII

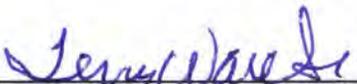
DURATION

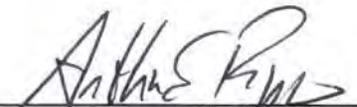
The provisions of this Agreement shall be effective March 1, 2014, and shall remain in full force and effect up to and including February 28, 2017, except as otherwise provided herein.

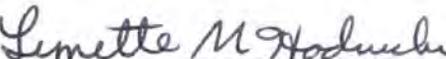
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this 27<sup>th</sup> day of May, 2014.

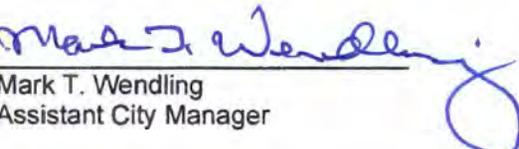
FOR THE INTERNATIONAL UNION  
OF OPERATING ENGINEERS

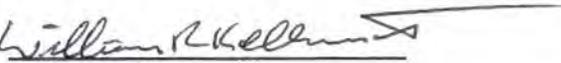
FOR THE CITY OF FAIRFIELD, OHIO

  
Terry Ware Sr.  
Business Manager

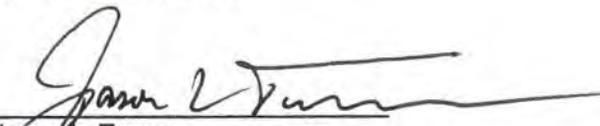
  
Arthur E. Pizzano  
City Manager

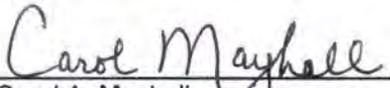
  
Lynette M. Hodnicki  
Chief Steward

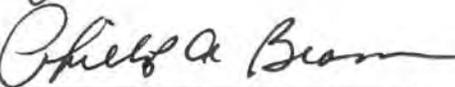
  
Mark T. Wendling  
Assistant City Manager

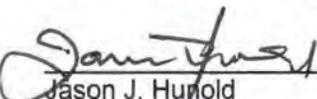
  
William R. Kellum, Jr.

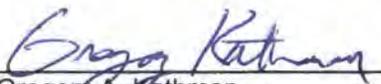
  
Mary I. Hopton  
Finance Director

  
Jason L. Turner

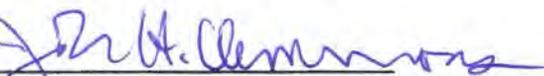
  
Carol A. Mayhall  
Human Resources Manager

  
Phillip A. Brann

  
Jason J. Huphold  
Wastewater Superintendent

  
Gregory A. Kathman  
Economic Development Manager

APPROVED AS TO FORM:

  
John H. Clemmons  
Fairfield Law Director

APPENDIX A  
Wage Rates for March 1, 2014, through February 28, 2015

LABORATORY TECHNICIAN\*\*\*

Lab Supervisor	Appointment by Management	+1.25 *
Lab Technician V	Class III Wastewater Operations License + Water Lab Chemical Certificate**	30.56
Lab Technician IV	Class II Wastewater Operations License + Water Lab Chemical Certificate**	27.77
Lab Technician III	Class I Wastewater Operations License + Water Lab Chemical Certificate**	25.26
Lab Technician II	6 months experience + Water Lab Chemical Certificate**	23.01
Lab Technician I	Starting Rate	20.91

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

\*\* Once original State Certification for Water Lab Chemical is achieved, wage rate cannot be reduced.

\*\*\* Laboratory Technicians with the following certifications will receive the following amounts in addition to their regular rate of pay:

Class III Water Plant Operator License   \$.50  
Voluntary Wastewater Lab Certification   \$.50

OPERATOR MAINTENANCE WORKER \*\*\*

Chief Operator	Appointment by Management	+1.25 *
Maintenance Foreman	Appointment by Management	+1.25 *
Collection System Foreman	Appointment by Management	+1.25 *
Instrumentation Foreman	Appointment by Management	+1.25 *
Assistant Collection System Foreman	Appointment by Management	+0.75 *
Assistant Instrumentation Foreman	Appointment by Management	+0.75 *
Crew Leader	Appointment by Management	+0.30 *
Operator Maintenance X	Class III + one year experience at Operator Maintenance IX in the Fairfield Wastewater Division	29.58
Operator Maintenance IX	Class III License	28.91 **
Operator Maintenance VIII	Class II + Level 3 Training	27.58
Operator Maintenance VII	Class II License	27.02
Operator Maintenance VI	Class I License + Level 2 Training	25.68
Operator Maintenance V	Class I License	25.15
Operator Maintenance IV	Level 3 Training	24.30
Operator Maintenance III	Level 2 Training	23.72
Operator Maintenance II	Level 1 Training	22.08
Operator Maintenance I	Starting Rate	21.17

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

\*\* Relief Operator hourly rate when working as Relief Operator (see Article VIII, Section 1)

\*\*\* For Commercial Drivers License requirements, see Article XVI, Section 5.

MAINTENANCE ELECTRICIAN

Maintenance Electrician IV	City of Fairfield State Master Electrician License + 2 years experience	28.82
Maintenance Electrician III	1 year experience	27.25
Maintenance Electrician II	6 months experience	26.02
Maintenance Electrician I	Starting Rate	24.04

### CONSTRUCTION INSPECTOR

Construction Inspector IV	2 years experience	31.02
Construction Inspector III	1 year experience	30.62
Construction Inspector II	6 months experience	30.23
Construction Inspector I	Starting Rate	29.83

### GIS/GPS MAPPING TECHNICIAN/TRAFFIC ANALYST

GIS/GPS Mapping Technician/Traffic Analyst IV	3 years experience	31.02
GIS/GPS Mapping Technician/Traffic Analyst III	2 years experience	30.62
GIS/GPS Mapping Technician/Traffic Analyst II	1 years experience	30.23
GIS/GPS Mapping Technician/Traffic Analyst I	Starting Rate	29.83

### ENGINEER

Engineer III	Engineer's License + 3 years experience	30.32
Engineer II	E.I.T. + 2 years experience	27.33
Engineer I	E.I.T.	26.66

### ENGINEERING AID AND DRAFTSMAN

Engineering Aid and Draftsman III	2 years experience	22.30
Engineering Aid and Draftsman II	6 months experience	21.68
Engineering Aid and Draftsman I	Starting Rate	20.50

APPENDIX B  
Wage Rates for March 1, 2015, through February 29, 2016

LABORATORY TECHNICIAN\*\*\*

Lab Supervisor	Appointment by Management	+1.25 *
Lab Technician V	Class III Wastewater Operations License + Water Lab Chemical Certificate**	31.48
Lab Technician IV	Class II Wastewater Operations License + Water Lab Chemical Certificate**	28.60
Lab Technician III	Class I Wastewater Operations License + Water Lab Chemical Certificate**	26.02
Lab Technician II	6 months experience + Water Lab Chemical Certificate**	23.70
Lab Technician I	Starting Rate	21.54

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

\*\* Once original State Certification for Water Lab Chemical is achieved, wage rate cannot be reduced.

\*\*\* Laboratory Technicians with the following certifications will receive the following amounts in addition to their regular rate of pay:

Class III Water Plant Operator License \$ .50

Voluntary Wastewater Lab Certification \$ .50

OPERATOR MAINTENANCE WORKER \*\*\*

Chief Operator	Appointment by Management	+1.25 *
Maintenance Foreman	Appointment by Management	+1.25 *
Collection System Foreman	Appointment by Management	+1.25 *
Instrumentation Foreman	Appointment by Management	+1.25 *
Assistant Collection System Foreman	Appointment by Management	+0.75 *
Assistant Instrumentation Foreman	Appointment by Management	+0.75 *
Crew Leader	Appointment by Management	+0.30 *
Operator Maintenance X	Class III + one year experience at Operator Maintenance IX in the Fairfield Wastewater Division	30.47
Operator Maintenance IX	Class III License	29.78 **
Operator Maintenance VIII	Class II + Level 3 Training	28.41
Operator Maintenance VII	Class II License	27.83
Operator Maintenance VI	Class I License + Level 2 Training	26.45
Operator Maintenance V	Class I License	25.90
Operator Maintenance IV	Level 3 Training	25.03
Operator Maintenance III	Level 2 Training	24.43
Operator Maintenance II	Level 1 Training	22.74
Operator Maintenance I	Starting Rate	21.81

- \* Appointee's regular rate of pay is increased by specified hourly amount.
- \*\* Relief Operator hourly rate when working as Relief Operator (see Article VIII, Section 1)
- \*\*\* For Commercial Drivers License requirements, see Article XVI, Section 5.

MAINTENANCE ELECTRICIAN

Maintenance Electrician IV	City of Fairfield State Master Electrician License + 2 years experience	29.68
Maintenance Electrician III	1 year experience	28.07
Maintenance Electrician II	6 months experience	26.80
Maintenance Electrician I	Starting Rate	24.76

**CONSTRUCTION INSPECTOR**

Construction Inspector IV	2 years experience	31.95
Construction Inspector III	1 year experience	31.54
Construction Inspector II	6 months experience	31.14
Construction Inspector I	Starting Rate	30.72

**GIS/GPS MAPPING TECHNICIAN/TRAFFIC ANALYST**

GIS/GPS Mapping Technician/Traffic Analyst IV	3 years experience	31.95
GIS/GPS Mapping Technician/Traffic Analyst III	2 years experience	31.54
GIS/GPS Mapping Technician/Traffic Analyst II	1 years experience	31.14
GIS/GPS Mapping Technician/Traffic Analyst I	Starting Rate	30.72

**ENGINEER**

Engineer III	Engineer's License + 3 years experience	31.23
Engineer II	E.I.T. + 2 years experience	28.15
Engineer I	E.I.T.	27.46

**ENGINEERING AID AND DRAFTSMAN**

Engineering Aid and Draftsman III	2 years experience	22.97
Engineering Aid and Draftsman II	6 months experience	22.33
Engineering Aid and Draftsman I	Starting Rate	21.12

APPENDIX C  
Wage Rates for March 1, 2016, through February 28, 2017

LABORATORY TECHNICIAN\*\*\*

Lab Supervisor	Appointment by Management	+1.25 *
Lab Technician V	Class III Wastewater Operations License + Water Lab Chemical Certificate**	32.42
Lab Technician IV	Class II Wastewater Operations License + Water Lab Chemical Certificate**	29.46
Lab Technician III	Class I Wastewater Operations License + Water Lab Chemical Certificate**	26.80
Lab Technician II	6 months experience + Water Lab Chemical Certificate**	24.41
Lab Technician I	Starting Rate	22.19

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

\*\* Once original State Certification for Water Lab Chemical is achieved, wage rate cannot be reduced.

\*\*\* Laboratory Technicians with the following certifications will receive the following amounts in addition to their regular rate of pay:

Class III Water Plant Operator License   \$.50  
Voluntary Wastewater Lab Certification   \$.50

OPERATOR MAINTENANCE WORKER \*\*\*

Chief Operator	Appointment by Management	+1.25 *
Maintenance Foreman	Appointment by Management	+1.25 *
Collection System Foreman	Appointment by Management	+1.25 *
Instrumentation Foreman	Appointment by Management	+1.25 *
Assistant Collection System Foreman	Appointment by Management	+0.75 *
Assistant Instrumentation Foreman	Appointment by Management	+0.75 *
Crew Leader	Appointment by Management	+0.30 *
Operator Maintenance X	Class III + one year experience at Operator Maintenance IX in the Fairfield Wastewater Division	31.38
Operator Maintenance IX	Class III License	30.67 **
Operator Maintenance VIII	Class II + Level 3 Training	29.26
Operator Maintenance VII	Class II License	28.66
Operator Maintenance VI	Class I License + Level 2 Training	27.24
Operator Maintenance V	Class I License	26.68
Operator Maintenance IV	Level 3 Training	25.78
Operator Maintenance III	Level 2 Training	25.16
Operator Maintenance II	Level 1 Training	23.42
Operator Maintenance I	Starting Rate	22.46

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

\*\* Relief Operator hourly rate when working as Relief Operator (see Article VIII, Section 1)

\*\*\* For Commercial Drivers License requirements, see Article XVI, Section 5.

MAINTENANCE ELECTRICIAN

Maintenance Electrician IV	City of Fairfield State Master Electrician License + 2 years experience	30.57
Maintenance Electrician III	1 year experience	28.91
Maintenance Electrician II	6 months experience	27.60
Maintenance Electrician I	Starting Rate	25.50

CONSTRUCTION INSPECTOR

Construction Inspector IV	2 years experience	32.91
Construction Inspector III	1 year experience	32.49
Construction Inspector II	6 months experience	32.07
Construction Inspector I	Starting Rate	31.64

GIS/GPS MAPPING TECHNICIAN/TRAFFIC ANALYST

GIS/GPS Mapping Technician/Traffic Analyst IV	3 years experience	32.91
GIS/GPS Mapping Technician/Traffic Analyst III	2 years experience	32.49
GIS/GPS Mapping Technician/Traffic Analyst II	1 years experience	32.07
GIS/GPS Mapping Technician/Traffic Analyst I	Starting Rate	31.65

ENGINEER

Engineer III	Engineer's License + 3 years experience	32.17
Engineer II	E.I.T. + 2 years experience	28.99
Engineer I	E.I.T.	28.28

ENGINEERING AID AND DRAFTSMAN

Engineering Aid and Draftsman III	2 years experience	23.66
Engineering Aid and Draftsman II	6 months experience	23.00
Engineering Aid and Draftsman I	Starting Rate	21.75