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LABOR CONTRACT
BETWEEN
CITY OF FAIRBORN
AND
OHIO COUNCIL 8 AND FAIRBORN
CHAPTER OF LOCAL 101,
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

SERB CASE NO:
14-MED-09-1236

Effective January 1, 2015 – December 31, 2017

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Addendum #2 Classification Series Group36

AGREEMENT

This Contract made and entered into by and between the City of Fairborn, Ohio, hereinafter referred to as the "City" or "Management," and Ohio Council 8, and the Fairborn City Chapter of Local 101, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1 **PURPOSE**

Section 1.01. The purpose of this Contract/Agreement is to achieve better understanding between both parties, to establish the wages, hours, and terms and conditions of employment for all employees in the bargaining unit represented by the Union and to provide for the peaceful adjustment of differences which may arise. The City also recognizes that the best interest of the public will be served by establishing procedures to provide an orderly method for the City and representatives of the Union to discuss matters of concern to either party during the term of this Contract.

Section 1.02. The parties acknowledge that during the negotiation which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understanding and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Contract.

ARTICLE 2 **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Section 2.01. Except to the extent expressly modified by a specific provision of this Contract, the City retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities outlined in O.R.C. Chapter 4117., Section 4117.08(C), and those conferred upon and invested in it by the laws of the State of Ohio and/or the United States, including but not limited to the management and control of City properties, facilities, and programs, and the selection, direction, transfer, promotion or demotion, discipline or dismissal for just cause of all employees, and as such rights existed prior to the execution of this or any other contract.

ARTICLE 3 **NONDISCRIMINATION**

Section 3.01. Management, the Union and each employee covered hereunder will cooperate fully to comply with all applicable laws, charter, constitutional provisions, or ordinances forbidding discrimination on account of race, color, creed, religion, age, sex, national origin, affiliation or non-affiliation in the Union.

ARTICLE 4
RECOGNITION - UNION SECURITY AND UNION DUES

Section 4.01. Management hereby recognizes the Union as the sole and exclusive bargaining agent for the subject of bargaining as set forth in Chapter 4117, O.R.C. for all full-time employees in the classifications listed in Addendum #1.

Section 4.02. All employees whose classifications are not listed in Addendum #1 above shall be excluded from the bargaining unit. In addition, the following groups of employees are excluded from the bargaining unit:

- A. Those classes which, on the effective date of this Contract, are represented by other recognized bargaining agents;
- B. Employees within their six (6) months probationary period; however, new employees shall be permitted to submit dues authorization cards after thirty (30) days of employment;
- C. Temporary, seasonal and part-time employees; and
- D. Confidential, management and supervisory employees.

Section 4.03. Management shall make payroll deductions from the wages of employees for the regular monthly Union dues upon the submission of an individually signed checkoff card. Management shall remit the amounts deducted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall give Management, in writing, a notice of the amount to be deducted and the address where the deducted monies shall be remitted. Such notice must be received at least one (1) month in advance of any change. The employees and the Union agree to hold Management harmless for any payments made to the Union by Management during the term of the voluntary authorization.

Section 4.04. Any amount deducted from an employee's paycheck as voluntarily authorized and as provided in Section 4.03 above, shall be turned over to the Union accompanied by an alphabetical list and amount deducted no later than ten (10) days following the end of the month in which the deduction was made.

Section 4.05. Individual authorization shall be filed with the City by the Union and shall continue in effect unless revoked in writing by the individual employee. This revocation shall not be effective until thirty (30) days before the expiration of this Agreement. Any such revocation notice shall be presented to the Finance Director and a copy of the notice shall be sent to the Chapter Chairperson and AFSCME, Ohio Council 8.

Section 4.06. There shall be no discrimination, harassment or pressure by the City or the Union against any employee on the basis of such employee's membership or non-membership in the Union.

Section 4.07. The Union agrees to refund to the City any amounts paid to it in error on account of the checkoff provision upon presentation of proof positive thereof.

Section 4.08. All employees in the bargaining unit defined herein who, one hundred eighty (180) days from the date of hire, are not members in good standing of the Union, are required to pay the Union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09(C) of the Ohio Revised Code. The fair share fee amount shall be certified to the City of Fairborn by the Secretary Treasurer of the Local Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this Agreement.

The Union agrees to establish a fair share procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal law. In addition, the Union will provide the City of Fairborn's designated representative for collective bargaining with a copy of the Union's fair share fee procedure.

ARTICLE 5 **DISCIPLINE**

Section 5.01. Whenever Management has reason to believe an employee may have committed an offense which could result in a written reprimand, suspension without pay, reduction, or termination of employment, Management shall conduct a pre-disciplinary hearing. At any time a supervisor conducts a pre-disciplinary hearing with an employee, the supervisor shall advise the employee of his/her right to have his/her Union Steward present and shall permit the employee, upon the employee's request, to have his/her Union Steward present.

Section 5.02. An employee may be disciplined for, but not limited to, the following reasons: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, neglect of duty, discourteous treatment of the public or an employee, failure of good behavior, violation of rules and regulations of the employer or any other acts of misfeasance, malfeasance or nonfeasance in office, or conviction of a felony.

Section 5.03. An employee may be placed on administrative leave pending a hearing thereon when the nature of the employee's action requires immediate removal from work. When such employee is placed on administrative leave, said employee shall receive notice of the charges against him/her and the opportunity for a pre-disciplinary conference as soon as may be practicable.

Section 5.04. Management shall serve on the employee, the Chapter Chairperson, and AFSCME, Ohio Council 8 notice of the charges relating to possible discipline of the employee not less than three (3) working days prior to the scheduled pre-disciplinary hearing.

Section 5.05. Forms of disciplinary action, as used in this Article, shall include verbal reprimands (written record), written reprimands, suspensions without pay, working suspensions, reductions in classification, or discharge from employment. Supervisors shall have the authority to issue verbal and written reprimands. Verbal reprimands may be appealed through Steps One (1), Two (2), and Three (3) of the grievance procedure, but may not be appealed to Step Four (4), Arbitration, or any other appeal procedure. Written reprimands may be appealed to Step Four (4) Arbitration, only after the parties submit the grievance to mediation pursuant to the procedures outlined in Section 12.04 of this Agreement. Appeals concerning a suspension without pay, reduction, or discharge from employment shall be initiated at Step Three (3) and

may be appealed to Step Four (4) of the grievance procedure. The practice of progressive discipline does not infringe upon the right of the Employer to terminate an employee's employment for some first offenses. Progressive discipline shall take into account the nature of the violation and the employee's active record of discipline.

Section 5.06. Records of verbal and written reprimands shall cease to have force and effect or be considered in future discipline matters one (1) year after their effective date, providing there are no intervening disciplinary actions taken during that period. Records of suspension or demotion shall cease to have force and effect or be considered in future discipline matters three (3) years after their effective date, providing there are no intervening disciplinary actions taken during that time period. Upon request of the employee, outdated disciplinary records shall be placed in an inactive personnel file.

ARTICLE 6 **UNION BUSINESS**

Section 6.01. The Union shall certify in writing to the City the names of the three (3) Union Stewards (one of whom shall serve as the Chief Steward), and the three (3) alternate Union Stewards. Stewards shall be selected from and represent the following Areas:

- Area 1 Street Division, Equipment Division, Plant Maintenance Division
- Area 2 Water and Sewer Division, excluding Water Treatment Plant
- Area 3 Division of Water Reclamation Center
- Area 4 Water Treatment Plant

This certification of Union Stewards shall be kept current by the Union at all times.

Section 6.02. The City shall provide space on existing bulletin boards where notices to employees in the bargaining unit are customarily posted for the posting of notices to employees concerning Union business. All notices (except notices of regular monthly meetings) and the contents thereof shall first be approved by the City Manager or, in his/her absence, his/her authorized representative, before posting. Such approval shall not be unreasonably denied.

Section 6.03. Union activities on City time shall be restricted to:

- A. The handling of grievances. Upon reasonable notice and after authorization from the supervisor, the Union Steward shall be allowed reasonable time off without loss or gain in pay to investigate a grievance, to consult with Management in processing a grievance, to assist in the settlement of disputes, or to attend a pre-disciplinary hearing.
- B. Meetings with City officials concerning grievances or other matters of concern to the Union at mutually convenient times.
- C. Negotiations may be conducted during normal work hours upon mutual agreement of the parties.

D. District, State or International Meetings: A maximum of three (3) employees may be permitted to attend union meetings for up to two (2) days each per calendar year without loss or gain in pay. Employees shall submit a written request to the Department Head at least two (2) weeks in advance and approval will be based upon operational need. The restrictions herein may be waived at the discretion of the City Manager.

All other Union activity shall be conducted by City employees outside of working hours and off City premises.

Section 6.04. Employees shall account for and document all work hours while engaged in Union activities, as set forth in Section 6.03, and shall receive no gain or loss in pay for such approved Union activities.

Section 6.05. The Staff Representative of the Union may consult with employees on City property during the lunch break and before the start of and at the completion of the day's work. Upon request to the City Manager, he/she shall also be permitted access to work areas during working hours at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Contract. This right is extended, subject to the understanding that work assignments shall not, in fact, be interfered with.

Section 6.06. The Chairperson of the Chapter (or in his/her absence the Vice-Chairperson of the Chapter) shall have the privileges afforded to a Steward or Staff Representative by the Contract when it is known that the Steward and/or Staff Representative is absent or unavailable.

Section 6.07. It is understood that the privileges listed above do not authorize any employees to be absent from their jobs without authorization secured in advance from their immediate supervisor. Such authorization shall not be unreasonably denied.

Section 6.08. The City will advise the Union of the name and address of all new employees hired in the bargaining unit.

ARTICLE 7 **SAFETY**

Section 7.01. The parties hereto and the employees covered hereunder agree to abide by and follow all applicable safety laws of the Federal Government and/or State of Ohio which affect bargaining unit employees.

Section 7.02. All matters and issues regarding safety may be referred to the Labor-Management Committee.

ARTICLE 8 **PROMOTIONS AND JOB POSTINGS**

Section 8.01. All promotions shall be made in accordance with the Personnel Rules and Regulations of the City of Fairborn, Ohio, and shall consider the knowledge, skills and abilities

of the candidates for promotion on a fair and objective basis with due recognition being given to past job performance and seniority with the City.

Section 8.02. Employees who have completed their respective probationary periods shall be eligible to compete for promotional positions within the classified service if they meet all applicable qualifications and testing requirements, if any.

Section 8.03. When a vacancy is posted, bargaining unit employees may request a lateral transfer from one position to another in the same classification, for which the employee is qualified after completion of six (6) months of service in the position from which they are transferring. If no one exercises a lateral classification transfer, employees in the same pay grade that are qualified after completion of six (6) months of service in the position from which they are transferring will receive first consideration before outside applicants. The Employer shall determine if the employee is qualified based upon the minimum qualifications, prior experience in similar positions within the City, interviews, and/or skills testing. Following appointment in a lateral transfer, employees shall serve a probationary period of up to forty-five (45) days, during which time either the employee may request or Management may require the employee to return to his/her previous position.

Section 8.04. When vacancies occur in positions represented by the bargaining unit and where no appropriate eligibility list exists, notice of such vacancies shall be posted on departmental bulletin boards. Such notices shall be posted not less than five (5) working days prior to the filling of such vacancy.

ARTICLE 9 **SENIORITY**

Section 9.01. Classification seniority shall be defined as the total length of continuous service in any classification as set forth in Addendum #1.

Section 9.02. City seniority shall be defined as the length of continuous service with the City as computed from the employee's most recent date of hire.

Section 9.03. Bargaining unit seniority shall be defined as the length of continuous service with the City in any position within the bargaining unit covered by this Agreement.

If an employee leaves the bargaining unit, their bargaining unit seniority shall remain the same as when they left the bargaining unit.

Section 9.04. Unpaid absences shall not constitute an interruption in continuous service. However, the time any employee is on an unpaid absence due to disciplinary suspension will not be counted in determining classification or City seniority.

Section 9.05. Ties in seniority shall be broken:

A. First, by application date, and

- B. Second, by lot. This determination is handled by a selection from twenty-six (26) lettered items from A-Z by affected employees, in the presence of a team of two (2) Union officials and two (2) Management personnel with employees affected. The letter A is considered the highest letter, and the letter Z is considered the lowest letter. The highest letter determines the employee with the greatest seniority.

ARTICLE 10
LABOR-MANAGEMENT COMMITTEE

Section 10.01. In the interest of sound relations in providing service to the public, a joint committee comprised of not more than four (4) members selected by the Union and not more than four (4) members from Management will convene quarterly for the purpose of discussing subjects of mutual concern, but this does not limit meeting more frequently as needed.

ARTICLE 11
LAYOFFS AND RECALL

Section 11.01. Whenever the Employer determines that a layoff or job abolishment is necessary the following layoff procedure shall be followed:

- A. The Employer shall determine in which classification(s) the layoffs are to occur.
- B. The Employer shall notify affected employee(s), in writing and with a copy to the Union, no less than ten (10) calendar days in advance of the anticipated layoff date.
- C. Prior to laying off any regular bargaining unit employee, seasonal, temporary, and original probationary employees within the classification series within the Division in which the layoff is to occur shall be laid off first, and in the order listed.
- D. After C is accomplished, regular bargaining unit employees shall be laid off in inverse order of their bargaining unit seniority, as defined in Section 9.03.
- E. Employees notified of a layoff shall have five (5) calendar days from notification to exercise their bumping rights, if any, into a same or lower rated position for which they are eligible and qualified, first within their classification; second within their classification series group, including the associated group(s); and third, to any lower rated position which they have previously held within the last five (5) years and remain qualified. Classification series groups and associated groups are defined in Addendum #2, and are considered incorporated herein. Any employee failing to notify the Employer of his desire to exercise his bumping rights within the prescribed time period shall be considered to have accepted the layoff.

Section 11.02. Displaced employees who bump or are recalled into a lower classification or pay grade shall be placed in the applicable pay grade for the lower rated position at the applicable Step based upon the employee's City seniority.

Section 11.03. Laid off employees shall be placed on a recall list for a period of two (2) years. If there is a recall, employees shall be recalled in order of bargaining unit seniority, into their classification group or associated group, consistent with the bumping order in 11.01.

Section 11.04. Recall notices shall be sent by certified mail and return receipt requested to the employee's address of record and a copy of said recall notice shall be sent to the Union. Recalled employees shall have forty-eight (48) hours from receipt of notice to answer the notice. Employees must report to work within fourteen (14) calendar days from the date of acceptance of the position unless stated otherwise in the notice or agreed to by both parties.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 12.01. A Grievance is defined to be any dispute, controversy or difference between any employee, group of employees, or the Union with the City with respect to or on account of:

- A. The meaning, interpretation or application of this Contract, or any terms or provisions thereof, including the application of any work rules established and enforced by the City.
- B. The discipline or discharge of any employee.

Section 12.02. All employees shall make an earnest and honest effort to settle differences and disputes with their immediate supervisor and/or Division Head by having a discussion regarding the differences or disputes prior to filing a grievance. In the event that an agreement cannot be reached, then the following steps shall be taken with respect to any grievance. Any grievance not initiated or taken to the next step within the time limits specified herein will be considered to be resolved based upon Management's last response. If Management fails to respond within the specified time limit, the Union may file the grievance at the next step. Time limits for invoking the next higher step in the grievance procedure shall commence on the date the grievance response is due. Grievances will be processed in the following manner and within the stated time limits:

- Step 1 Division Head, or designee: The aggrieved employee or group of employees shall deliver the grievance in writing with the Division Head, or designee, within seven (7) work days of the occurrence of the incident giving rise to the grievance, not including the day of the incident, or after the employee or employees have knowledge of the incident giving rise to the grievance, or with reasonable diligence should have acquired such knowledge. The Division Head, or designee, will respond in writing to the grievant and the Chief Steward within seven (7) work days of the date the grievance was received, not including the day the grievance was received.
- Step 2 Department Head, or designee: If the employee or group of employees is not satisfied with the response in Step 1, the written grievance shall be delivered to the Department Head within five (5) working days of the Step 1 response. The Department Head, or designee, shall investigate the matter and hold a grievance meeting within five (5) work days after receipt of the grievance, not including the day the written grievance was received at Step 2. The Union and/or its representative and the City shall have the right to call such witnesses as are necessary to the

investigation and explanation of the grievance. The grievant may be represented by the Union and/or its representatives. The Department Head will respond to the grievance in writing within five (5) work days of the date of the grievance meeting, not including the day of the meeting. Such response will be given to the grievant and the Chief Steward.

Step 3 City Manager, or designee: If the matter is not satisfactorily settled at Step 2, the grievance may be appealed by the Union and delivered, along with all pertinent correspondence to date, with the City Manager, or designee, within five (5) work days of the Step 2 response. The City Manager shall meet with no more than four (4) representatives of the Union, one (1) of which must be an aggrieved employee. The City and the Union shall have the right to call witnesses in support of their case. The City Manager will respond to the grievance in writing within seven (7) work days of the date of the grievance meeting, not including the day of the meeting. Such response will be given to the Chapter Chairperson either personally or by mail postmarked no later than the last day specified herein for such response with a copy sent to the grievant and the Union Representative.

Step 4 Arbitration: If the matter is not satisfactorily settled at Step 3, the grievance may be appealed by the Union to arbitration. Notice of the appeal to arbitration must be served on the City Manager in writing within thirty (30) calendar days after the written response was given at Step 3. A failure to invoke arbitration as set forth herein shall deem the matter to be satisfactorily resolved based upon Management's last response.

Following notification to the City Manager, the Union shall request the Federal Mediation and Conciliation Service (FMCS) to provide the parties with a panel of nine (9) (Ohio only) arbitrators. Each party shall rank the list by striking any name to which it objects and rank the remaining names by number to indicate the order of preference (number one [1] being the first choice) and shall return the ranked list to the FMCS. Either party may reject the entire list and request another list of nine (9) arbitrators from FMCS (Ohio only) once each. The party rejecting the list shall pay any costs involved in obtaining another list. The arbitrator shall be notified of his/her selection by a joint letter from the City and the Union requesting that he/she set a time and date, subject to the availability of the City and Union representatives.

The Federal Mediation and Conciliation Service shall assign an arbitrator based upon the ranking of the parties (arbitrator with lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance. The arbitrator shall arrange with the parties the date, time and place of the meeting, subject to the availability of the City and Union representatives.

The City and the Union shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each party shall be responsible for the fees and expenses of its representatives and non-employee witnesses.

Unless contrary to law, the decision of the arbitrator shall be final and binding upon the City, the Union, and any employee involved in the matter.

The arbitrator shall not have the power to add to, subtract from, or modify this Contract and shall only have the authority to interpret the express provisions of this Contract.

Section 12.03. Any grievance which is not timely filed at Step 1 shall not be considered a grievance under the Contract. Any matter which is not timely processed by either the employee or the Union, as set forth above, shall not be subject to further processing as a grievance and shall not be subject to Step 4 or Section 12.02 of this Grievance Procedure. A grievance shall only be considered filed upon actual receipt of the written grievance by the appropriate representative of management or his or her designee.

Grievances concerning a suspension without pay, reduction, or discharge from employment shall be initiated at Step 3 of the grievance procedure within the time limits set forth in 12.02, Step 1.

Section 12.04. The City and Union may agree at any step of the process to refer disputes to mediation and to equally share the cost of the mediator. While mediation is in process all grievance and arbitration steps are stayed. A mediator shall be mutually selected by the parties. The grievant shall have the right to participate in the mediation conference.

Section 12.05. Upon the mutual agreement of the parties expressed in writing, the time limits set forth in this Article may be extended or the steps herein waived.

ARTICLE 13 **SUBCONTRACTING**

Section 13.01. The City agrees not to subcontract work normally performed by bargaining unit employees if such subcontracting work would result in the layoff of full-time employees normally assigned such work without first negotiating the impact with the Union.

ARTICLE 14 **WAGES**

Section 14.01. The wage rate applicable to bargaining unit employees shall be in accordance with the pay grade numbers and pay schedules set forth in Addendum #1 attached hereto. The wage rates shall be increased by two percent (2%) effective the first full pay period following January 1, 2015, by two and one-half percent (2.5%) the first full pay period following January 1, 2016, and by two and three quarters percent (2.75%) the first full pay period following January 1, 2017.

All bargaining unit paychecks shall be deposited every other Friday.

City further agrees that if it negotiates with any other bargaining unit members employed by the City a larger percentage raise than AFSCME bargaining unit members received over this contract term, AFSCME bargaining unit members will receive the percentage raise negotiated with that bargaining unit.

Step increases are not automatic. All employees who are due for a step increase must have a current work performance of "meets or exceeds standards" on their last appraisal in order to be eligible for a step increase. If an employee does not receive a "meets or

exceeds standards” during the last appraisal, the employee will not receive the step increase. A corrective action plan will be completed and another special follow-up review will be required in three (3) months. If the employee’s performance improves to “meets or exceeds standards”, the employee will then receive the step increase effective on the new appraisal date. This will not be retroactive to the original appraisal date.

Less than satisfactory evaluations must be preceded by at least a written notice given when the employee’s performance falls below acceptable standards. The notice will specify the areas in which the performance is not satisfactory.

Section 14.02. Eligible employees will receive an annual longevity payment in addition to regular and other pay for continuous and uninterrupted service with the City. Such payment will be made on the pay period following the employment anniversary date on the basis of the schedule listed below:

<u>Years of Service</u>	<u>Annual Rate</u>
After 5 years	1/2%
After 10 years	1%
After 15 years	1-1/2%
After 20 years	2%

Longevity payments will not be made to employees hired on or after April 10, 1999.

Section 14.03. During the term of this Contract, the City shall maintain job descriptions for the job classifications set forth in Addendum #1 and copies of any such job description shall be made available to the Union. In the event the City amends existing or prepares new job descriptions, this matter shall become a matter for discussion between the parties.

Section 14.04. Employees who are normally scheduled to work a second or third shift on a regular basis, shall be paid a shift differential of sixty cents (\$.60) per hour.

Section 14.05. An individual may be temporarily detailed to perform the duties of a job classification which are not duties included within the job classification for which he/she was appointed. Any individual temporarily detailed to perform the duties of a lower rated job classification than his/her appointed job classification shall receive no reduction in pay while working on such temporary detail. Any individual temporarily detailed to perform the normally assigned duties of a higher rated job classification shall continue to receive his/her regular rate for the first five (5) days of such temporary detail, regardless of whether or not such work was performed in consecutive days, and shall thereafter receive the rate of such higher rated job classification while working in such temporary detail for more than three (3) hours. Supervisors will not assign work requiring the performance of other job duties in a higher rated job classification on a regular basis for periods of less than three (3) hours for the purpose of avoiding payment of plus-rating. Plus-rating shall not occur for those duties which are incidental to the duties set forth in the description of duties of the employee's regular job classification. Employees called in to perform the duties of a higher classification shall receive plus- rate pay for all time spent performing the duties of the higher class when such call-in does not abut the employee’s regular scheduled workday. Each employee eligible for plus-rated pay shall be paid in the higher grade at the same step in which he/she is currently working, or at the highest step in

the higher grade that provides an increase of no greater than ten percent (10%) of the employee's base rate of pay, whichever is less.

ARTICLE 15
HOLIDAYS AND PERSONAL ABSENCE DAYS

Section 15.01. Each full-time employee shall receive the following holidays with full pay: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve (one-half day), Christmas Day, and New Year's Eve (one-half day).

With the approval of the appropriate supervisor, and based upon manning and operational needs, employees may take either a full day on Christmas Eve or New Year's Eve in exchange for one of the one-half day holidays set forth above.

Section 15.02. If the holiday falls on Saturday, the holiday will be observed on the preceding Friday. If the holiday falls on Sunday, the holiday will be observed on the following Monday.

Section 15.03. In order for an employee to be eligible to receive holiday pay, he/she must have worked his/her last regularly scheduled work day before and his/her first regularly scheduled work day after such holiday. Employees on pre-approved vacation, sick leave or leave of absence with pay, shall be considered as having worked such days for purposes of holiday pay eligibility. Employees who are absent and who are not on pre-approved leave shall be required to use vacation, compensatory time, or personal leave in lieu of holiday pay.

Section 15.04.

- A. Each employee who is scheduled to work eight (8) hours a day for five (5) days a week and who is eligible for holiday pay shall be paid a holiday allowance computed at his/her straight time hourly rate times eight (8).
- B. Each employee who is scheduled to work ten (10) hours a day for four (4) days a week and who is eligible for holiday pay shall be paid a holiday allowance computed at his/her straight time hourly rate times ten (10). If the holiday is observed on a day that the employee is not scheduled to work, the employee shall be given the opportunity to take off a different day within the same work week.
- C. Each employee who is scheduled to work nine (9) hours a day for four (4) days a week and four (4) hours one weekend day, and who is eligible for holiday pay shall be paid a holiday allowance computed at his/her straight time hourly rate times nine (9). The employee shall observe the holiday as described in 15.02 above. If the actual holiday falls on a day other than the day it is observed (i.e., Saturday or Sunday), and the employee is required to work on the actual holiday, the employee shall be paid straight time for the time worked.

Section 15.05. Any employee may be required by the City to work on a holiday (observed) on which the holiday pay is applicable. Employees required to work on a holiday (observed), who are otherwise eligible for holiday pay, shall receive such holiday pay and shall also receive time

and one-half (1½) their regular hourly rate for all hours worked on such holiday (observed). Employees who are scheduled to work on a holiday and who fail to report for and perform such work shall forfeit their eligibility for holiday pay for such holiday, unless on pre-approved leave. Employees who are absent and who are not on pre-approved leave shall be required to use vacation, compensatory time, or personal leave in lieu of holiday pay.

Section 15.06. Each full-time hourly paid employee shall be entitled to three (3) days of personal absence, not chargeable against sick leave or vacation leave, per calendar year without loss of pay. Newly hired full-time employees shall receive a prorated amount of personal absence time based upon the employee’s date of hire as follows:

<u>Hire Date</u>	<u>Personal Absence Days</u>
January 1 – April 30	3 Days
May 1 – August 31	2 Days
September 1 – December 31	1 Day

Personal absence time may not be carried over any remaining balance as of December 31st of each year shall be forfeited without compensation.

Section 15.07. Personal absence may be taken at any time during the calendar year subject to the prior approval of the supervisor. The City reserves the right to refuse to permit an employee to take a day of personal absence on any day when the taking of such a day of personal absence will substantially interfere with the operation of the department; however, to the extent possible, the desires of each employee with respect to the day he/she desires as personal absence will be honored. In the event two (2) or more employees desire to take their day of personal absence on the same day, and it is the determination of the supervisor that not all can be accommodated on such day, the employee(s) with the greatest Bargaining Unit seniority will be given preference. Requests for personal leave shall not be unreasonably denied.

ARTICLE 16
VACATION

Section 16.01. Each full-time employee shall accrue vacation at the rate set forth below. Employees on leave of absence without pay or layoff shall not accrue vacation during the period of such absence, nor do employees accrue vacation while in overtime status.

Length of City Service	Hourly Accrual Rate	Average Annual Days Vacation
Less than five (5) complete years of service	.04615 per hour	12 days
Over five (5) but less than ten (10) complete years of service	.05384 per hour	14 days
Over ten (10) but less than fifteen (15) complete years of service	.06538 per hour	17 days
Over fifteen (15) but less than twenty (20)	.07692 per hour	20 days

complete years of service		
Over twenty (20) but less than twenty-five (25) complete years of service	.08461 per hour	22 days
Over twenty-five (25) but less than thirty (30) complete years of service	.09231 per hour	24 days
Over thirty (30) complete years of service	.10000 per hour	26 days

- A. The appropriate Hourly Accrual Rate is multiplied times forty (40) (each employee's average work week) and rounded to the nearest tenth to obtain the vacation hours employees accrue each week.
- B. The Average Annual Days' Vacation employees accrue is based on the appropriate Hourly Accrual Rate times 2080 (the average hours employees are scheduled to work each year).

Section 16.02. Vacation leave may accrue to a maximum of the allowable two (2) year accumulation. In order to receive vacation pay, time off for such vacation must be taken.

Section 16.03. In the event a holiday occurs during the period when an employee is on paid vacation, such holiday shall not be counted as part of the employee's vacation.

Section 16.04. Unused vacation pay shall be paid as terminal pay in the event an employee has completed six (6) months of continuous service and is subsequently separated from employment. For employees hired on or after April 10, 1999, terminal pay shall be limited to a maximum of one (1) year accumulation.

Section 16.05. Vacation requests are honored based upon the operational needs of the Department and Management may limit the number and classifications of employees who may be off at any given time. During the month of January of each Agreement year, employees will be polled as to when they wish to use their vacation during that year. If two (2) or more employees in the same Division request vacation during the same period, and it is the Division Head's decision that all such requests for vacation cannot be granted, the employee or employees with the greatest Bargaining Unit seniority shall be given preference. After February 1st vacation requests are honored strictly on a first come-first served basis.

Section 16.06. Employees are credited at the end of the each pay period with the appropriate accrued vacation leave earned which may be used in the following pay periods.

ARTICLE 17
FITNESS FOR DUTY

Section 17.01. The parties recognize the City's right to require an employee to submit to an examination by a licensed physician at the expense of the City to determine if the employee is able to physically and/or mentally perform the essential functions of his or her position. If the results of the examination establish that the employee is physically or mentally unable to perform the normal duties of their position, or jeopardizes the health and safety of others, and the

employee has exhausted available FLMA and/or other approved disability leave, the City may initiate Involuntary or Voluntary Disability Separation proceedings consistent with OAC Chapter 123:1-30. Reinstatement rights shall be available for up to two (2) years from the date that the employee was no longer in active work status due to the disabling illness, injury or condition.

Section 17.02. Drug/alcohol testing may be conducted on bargaining unit employees prior to employment, upon reasonable suspicion, post-accident, and in accordance with Section 17.03. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
2. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
3. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
4. Evidence that an employee has tampered with a previous drug test;
5. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 17.03. The Department of Transportation, Federal Highway Administration rules on "Controlled Substances And Alcohol Use And Testing" (49 CFR 382 and all subsequent amendments thereto) shall apply to all CDL holders in this bargaining unit.

Section 17.04. Drug and alcohol tests shall be conducted in accordance with the Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40).

Section 17.05. Refusal to submit to an examination and/or drug or alcohol test shall result in disciplinary action up to and including dismissal.

Section 17.06. Nothing in this Article shall be construed as requiring the Employer to continue employing any employee who is unable to perform the essential functions of the employee's position.

ARTICLE 18

FUNERAL LEAVE

Section 18.01. Each full-time employee of the City shall be given leave of absence with full pay up to three (3) work days in the event of death of the employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, grandparents-in-law, step-parents, step-children, step siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis), or any

relative residing in the employee's household. It is understood that this provision is not to be interpreted as an automatic three (3) days off with pay, especially if appropriate arrangements can be made in a lesser amount of time. In cases wherein travel distances are such as to require additional time, the City Manager may extend funeral leave up to a maximum of five (5) days.

ARTICLE 19
OTHER LEAVES OF ABSENCE

Section 19.01. Union Business Leave of Absence:

- A. If an employee desires to be off work for Union business, he/she may be permitted such leave of absence, without pay and without loss of seniority, provided:
 - 1. He/She has been in the employ of the City for at least six (6) months;
 - 2. He/She does not desire to be off work over two (2) work weeks; and,
 - 3. He/She gives the City a written request for such leave, indicating the reason for the request and the time he/she desires to be on leave of absence, at least one (1) work week in advance of the time he/she desires to be off, whenever possible or practicable.
- B. In general, leaves of absence for Union business will be granted. However, such leave of absence will not be granted where the granting of such leave would interfere with the efficient operation of the City.
- C. Under exceptional circumstances, upon request, employees may be permitted to take a leave of absence for Union business reasons for periods in excess of two (2) work weeks, provided, however, such a leave of absence shall not exceed thirty (30) work days during any calendar year.
- D. Employees selected or elected to a full-time position with the Union shall be granted a leave of absence for up to one (1) year.
- E. An employee returning to work following a Union business leave of absence of less than thirty (30) days' duration will be placed on his/her former job at the then current applicable rate of pay for such job. An employee returning to work following a Union business leave of absence of thirty (30) or more days' duration will be placed on his/her former job, if available, or if not available, a job substantially similar thereto, if an opening on such a job exists, or if not, whatever job is available. Such employee shall receive the then current applicable rate for such job as determined under Addendum #1.

Section 19.02. Military, Personal, Injury, Medical, FMLA, Jury and Other Leaves of Absence: Military, personal, injury, medical, FMLA, jury and other leaves of absence shall be granted in accordance with the applicable provisions set forth in the Personnel Rules and Regulations.

Section 19.03. Supplemental Injury Leave: In the event the employee remains disabled and unable to return to work and continues to receive Workers' Compensation benefits, he/she may

be permitted to receive additional supplemental Workers' Compensation for up to an additional sixty (60) calendar days, subject to the prior approval of the City Manager. Such supplemental Workers' Compensation shall not be chargeable against accumulated sick leave. The presentation of a certificate of a licensed medical doctor, certifying that such employee is not available for gainful employment due to such injuries, may be required. No overtime shall be paid to an employee on injury leave, unless the injury occurs while the employee is eligible for call in pay in accordance with Section 23.02 in which case the employee shall receive the minimum call in pay or pay for the actual hours worked prior to the injury, whichever is greater.

ARTICLE 20 **INSURANCE**

Section 20.01. The City shall make available to all full-time bargaining unit employees the general insurance and hospitalization plans as provided to all other non-bargaining full-time City employees. All requirements of the plan(s) (e.g., premium contributions, co-payments, deductibles, fees, etc.) applicable to non-bargaining unit City employees shall also be applicable to bargaining unit employees.

Section 20.02. In addition to the benefits offered in 20.01, the City shall pay the premium in the amount of \$20.00 per month for each full-time employee insured under the AFSCME, Ohio Council 8, Health and Welfare Fund. The following insurance shall be provided under the provisions of the Contract, such insurance shall be subject to the provisions of the AFSCME, Ohio Council 8 policy, 14626 LDWY, as issued by Occidental Life Insurance Company of California, or its equivalent.

- A. Life and Accidental Death and Dismemberment Insurance (\$7.50)
- B. Hearing Aid Benefits (\$.50)
- C. Vision Care Benefits (\$12.00)

Payments for the Health and Welfare Fund shall be made by the Tenth (10th) working day each month.

- D. Dental Benefits

The City shall contribute Twenty-Six (\$26.00) to the AFSCME Care Plan for Dental Level II coverage for each eligible employee in the AFSCME bargaining unit. The payment will be due by the 20th of the month.

Section 20.03. The City retains the right to change carriers and/or plans. The City also has the right to implement a Health Savings Account, so long as the bargaining unit employee's contribution does not exceed the amount paid by non-bargaining unit City employees.

Section 20.04. The parties agree to establish an Insurance Committee consisting of representatives from the bargaining unit, management and representatives from other City bargaining units. This Committee will investigate alternate plans and benefits and submit its

findings to the City Manager. City Council retains the right to make the final decision regarding the selection of health and life insurance plans and carriers.

Section 20.05. All hospitalization insurance provided shall be subject to coordination of benefits in accordance with the provisions of the insurance contract issued by the insurance carrier.

Section 20.06. It is understood that, if an employee incurs covered hospital or other medical expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the insurance carrier shall be subrogated party to the extent of any and all payments made by said insurance carrier with respect to such illness or injury, and upon request, the employee or his agent shall execute all papers and take all action necessary and proper to secure such insurance carrier such rights of subrogation.

Section 20.07. The City's contribution on behalf of each employee covered hereunder shall not exceed the cost of providing such medical insurance coverage as is set forth in this Article.

Section 20.08. Any benefits provided for under this Article shall be subject to the terms and conditions of the applicable plan.

Section 20.09. Employees who choose to waive coverage under the City's medical and hospitalization plan shall receive \$1,000 per year if they are Single and are waiving coverage and \$2,500 per year if they are married and are waiving family coverage (paid quarterly) (OR THE ANNUAL STIPEND AS APPROVED BY CITY COUNCIL FOR NON-BARGAINING UNIT EMPLOYEES IF SUCH STIPEND IS GREATER THAN THE AMOUNT PROVIDED BY THIS SECTION ON THE SAME TERMS AND CONDITIONS AS IT IS PROVIDED TO THE NON-BARGAINING UNIT EMPLOYEES) upon written confirmation of alternate insurance coverage and a signed waiver. If an employee's spouse also works for the City, both employees must waive coverage in order for either employee to be eligible to receive the above payment.

ARTICLE 21

CERTIFICATION AND TESTING

Section 21.01. Certain bargaining unit positions require certification and/or licenses as a minimum qualification for the position. Failure to obtain or maintain a required license or certification may result in disciplinary action up to and including dismissal.

Section 21.02. Subject to prior approval of the City Manager, the City will reimburse the employee for Ohio EPA license fees and/or certification test fees upon submission of proof of the employee's attainment of the license or certification. To qualify for reimbursement, the license or certification must be related to the duties of the position held by the employee. Upon approval of the City Manager, the City may reimburse a bargaining unit employee for non-EPA or multiple license(s) and/or certification(s), or those which are not directly related to the employee's current position, if the license and/or certification benefits the City.

Section 21.03. Bargaining unit employees holding positions that require Ohio EPA licensure are responsible for obtaining and maintaining current such license as a condition of employment. Any employee who fails to maintain the required license, or whose license is suspended by the

Ohio EPA or other administrative agency, shall immediately notify the Employer. Employees with an expired, lapsed, or suspended license shall not be permitted to perform duties requiring such valid and/or current licenses.

- A. An employee who is unable to perform his/her regular duties due to the temporary loss of a license for less than ninety (90) days may be suspended without pay. In lieu of suspension, the employee may be temporarily assigned to perform duties that do not require a license for which the employee is qualified if a position is available. The employee shall be paid at their current step of the pay grade in which the duties are being performed. This shall not be considered a guarantee for a position.
- B. If the disqualification period is for ninety (90) days or more, the employee may be terminated.
- C. Any subsequent disqualification for any period of time may result in termination.
- D. Any permanent or temporary suspension issued by the OEPA based upon findings or orders of misconduct shall result in immediate termination.

Section 21.04. All bargaining unit positions require a Commercial Driver's License (CDL) to be obtained and retained as a condition of employment. The Employer shall pay the cost for the renewal of each employee's CDL. Any employee who fails to maintain the required license, or whose driver's license or CDL is suspended or subject to disqualification by any court or any state or federal administrative agency (e.g. Ohio BMV, etc.), shall immediately notify the Employer. Employees are not permitted to operate commercial motor vehicles during the license suspension or disqualification, regardless of whether the employee has been granted limited driving privileges. An employee who is out of service due to a license suspension or disqualification for less than ninety (90) days will be suspended without pay. If the suspension and/or disqualification period is for ninety (90) days or more, the employee may be terminated. Any subsequent suspension or disqualification for any period of time may result in termination.

ARTICLE 22

MISCELLANEOUS PROVISIONS

Section 22.01. Meal Allowance: In the case of unscheduled overtime, the City shall reimburse employees for a meal after twelve (12) hours (consecutive) of work and thereafter at five (5) hours intervals. In case of call-in for emergency work, meals will be reimbursed after the fifth (5th) hour and at five (5) hour intervals thereafter. Meal allowance will not be paid for an employee's regular lunch period. Reimbursement shall be an amount not to exceed seven dollars and fifty cents (\$7.50) per meal.

Section 22.02. Tool Allowance: Each employee classified as an Equipment Mechanic as of the start of each contract year shall be eligible for a tool allowance. Payments will be made directly to approved vendors for the replacement of authorized tools and upon submitting the receipt to the Fleet and Equipment Maintenance Supervisor. For the term of this Agreement, the allowance for Equipment Mechanics will be \$400. Allowances not used in any contract year will not be carried over into a succeeding contract year.

Section 22.03. All employees are eligible to apply for reimbursement of educational expenses in accordance with the City's Rules and Regulations.

Section 22.04. Travel Expenses: Employees shall be allowed reasonable travel expenses in connection with the conduct of the City's business outside the City when, in the opinion of the City Manager, such trip is necessary.

Employees shall submit a statement to the City Manager and Financial Administrative Services Director, or designee showing actual travel expenses incurred. When such statement is submitted and approved, the employee shall be reimbursed for such travel expenses.

ARTICLE 23
HOURS OF WORK AND OVERTIME

Section 23.01. Overtime: All overtime work must be authorized by the supervisor and approved by the Division Head prior to the actual performance of the work.

- A. All hours worked in excess of forty (40) hours in any work week shall be considered overtime and paid at the rate of time and one-half (1½) the regular rate as the case may be.

Section 23.02. Call-In:

- A. Employees who have completed their scheduled hours of work and who are called back to the City to work after leaving the City property or who are called to work at a time disconnected from their normally scheduled hours of work shall receive a minimum of three (3) hours overtime pay at the rate of time and one-half (1½), even in the event three (3) hours' work is not provided or required. However, to the extent that this minimum three (3) hour overtime period might overlap with the normal shift (in cases where the overtime period abuts a normal work shift), then the normal shift pay will prevail and there will be no double payment of both overtime and normal shift pay simultaneously. An employee who has been released for the day by the supervisor, but who has not separated from City property, will receive a minimum of one (1) hour if he or she is required to stay and perform additional work.
- B. For employees called back to City property, the three (3) hour call in period shall begin when the employee physically arrives at the City location.
- C. Employees in the Water and Sewer Division who are required to perform work from home using the SCADA system are exempt from the three (3) hours Call-In pay required, and instead will be compensated for a minimum of thirty (30) minutes when required to observe, diagnose, or treat issues at the plant remotely.

Section 23.03. Assignment: Overtime work opportunities shall be distributed as equally as possible among employees working in the same job classification, performing a similar class of work and working on the same shift, provided, however, nothing in this section shall be interpreted to prohibit the City from assigning weekday overtime work to the employee or

employees who normally perform such work during their regular work shift when such work is to be performed continuously in conjunction with such shift.

Section 23.04. Supervisor Work: It is recognized that the primary responsibilities of the supervisors are to oversee all projects and jobs in the Department. Non-union department supervisors will be allowed to perform bargaining unit work which will not cause layoffs or reductions in the bargaining unit. However, except in emergency situations and other situations deemed necessary by the City Manager or his/her designee, supervisors shall only perform bargaining unit work to supplement, assist, or train bargaining unit personnel, and supervisor overtime shall not be used to deprive employees assigned to the Street Division or those who have signed up for the Volunteer list the opportunity to work normal overtime for snow removal operations.

Section 23.05. Compensatory Time: AFSCME bargaining unit employees may be granted compensatory time off in lieu of overtime pay for all hours worked in excess of the forty (40) hour workweek. Compensatory time, approved in advance of working any overtime hours, shall be earned at the rate of one and one-half (1½) hours of leave for each hour worked. Employees subject to this section shall be allowed to accumulate up to a maximum one hundred fifty (150) hours of compensatory time in accordance with each Division's rules. Once the employee's balance reaches the one hundred fifty (150) hour maximum limit during a calendar year, all additional hours shall be paid as overtime. Such accumulation limitation may be extended under extenuating circumstances as approved by the City Manager.

Employees shall be permitted to use accrued compensatory time in accordance with the established practices and procedures within each Division upon the approval of the Division Head or designee. Compensatory time and compensatory time off are defined as hours when an employee is not working and which are paid at the regular rate of the employee's pay. This time shall not be charged to the employee's sick, vacation, personal, or holiday accounts.

Payment for accrued compensatory time, upon termination, shall be calculated at the final regular rate received by the employee.

Section 23.06. Essential Operations: Certain bargaining unit employees are required to perform essential operations (e.g., snow and ice removal, loading salt trucks, equipment repair, water main breaks, etc.) outside normal working hours and/or for extended periods of time due to the nature of operation, job classification, and the situation.

- A. The Employer shall designate the classifications and/or positions that are required to perform essential operations.
- B. Employees in designated positions are required to report for overtime within one-half (½) hour of being notified that overtime is required, or the employee must notify the supervisor or other designated person of the reason the employee is unable to report.
- C. Upon being ordered to report for overtime, if an employee refuses or fails to notify the supervisor of an acceptable reason for his/her unavailability, the employee may be subject to disciplinary action.

- D. If the Employer determines insufficient employees are available for the overtime, the Employer may assign the work outside the bargaining unit.

Section 23.07. Extended Operations: When extended periods of operations are necessary, the following hours of work and limitations will apply:

- A. Employees designated as essential may work a maximum of two (2) continuous shifts (sixteen [16] hours) beginning when the employee is dispatched.
- B. After two (2) continuous shifts (sixteen [16] hours) of work, the employee is required to take a minimum four (4) hour unpaid break. Employees will be permitted to take more than four (4) hours, if necessary.
- C. Following the minimum four (4) hour break, an employee may return to duty for a maximum of two (2) additional continuous shifts (additional sixteen [16] hours).
- D. Following the second continuous shift, an employee is required to take a mandatory eight (8) hour unpaid break off site.
- E. Supervisors may decide to relieve an employee with less than sixteen (16) consecutive hours if the supervisor determines the action is in the interest of the employee, the City, or the public. An employee may request to be excused, without penalty, by notifying his/her supervisor prior to leaving if the employee believes he/she is not able to perform the required duties. The supervisor's determination will not be overturned barring a finding of bad faith.

Section 23.08. Each employee shall be entitled to one fifteen (15) minute break near the mid-point of the first half of his work shift and again near the mid-point of the second half of his work shift, said break to be scheduled by supervision.

ARTICLE 24 **SICK LEAVE**

Section 24.01. Each full-time employee of the City shall be entitled to accumulate sick leave at the rate of .05770 of an hour for each regularly scheduled hour worked. Overtime hours shall not be used when computing an employee's sick leave accrual. Employees on leave of absence without pay or layoff shall not accrue sick leave during the period of such absence.

Section 24.02. Such employee may use such sick leave subject to the approval of his/her Division Head and the City Manager for absence due to only the following specific reasons and for no other reasons:

- A. Illness or injury of such employee.
- B. Exposure of such employee to contagious disease.
- C. Illness in the employee's immediate family requiring the presence of the employee. The employee's immediate family shall be limited to mean the employee's spouse, children, and dependent parent(s) who reside with the employee, unless such provision is

specifically waived by the employee's Division Head and the City Manager for justifiable reasons.

- D. Paternity leave for up to two (2) calendar week immediately following the birth of a child, unless an extenuating medical condition of the employee's spouse or child otherwise qualifies for additional leave in accordance with subsection C of this Section. Employees may be eligible for additional time off under the FMLA, and shall be required to use other paid leave (e.g., vacation, comp, personal, etc.) beyond the two (2) weeks of permissible sick leave.

Section 24.03. Each employee shall notify his/her immediate supervisor of such absence not later than the regular starting time of the work day.

Section 24.04. Unused sick leave shall be allowed to accumulate for each employee up to a maximum of 195 work days (1,560 hours).

Section 24.05. The City may require any employee requesting sick leave to furnish a statement from his/her attending physician certifying that absence from work was required due to one of the reasons set forth in Section 24.02, above. The employee's attending physician's statement may be required by the City in the following cases:

- A. To substantiate absence of three (3) consecutive days or more.
- B. Where a pattern of sick leave abuse is suspected, including, but not limited to the following circumstances:
 - 1. Repeated one (1) or two (2) day absences (e.g., four [4] separated absences in a twelve [12] month period, etc.).
 - 2. Multiple absences on a single day (e.g., three [3] or more employees in a Division, etc.).
 - 3. An absence that abuts any scheduled time off (e.g., vacation, personal, compensatory, holiday, etc.).
- C. Exposure of employee to contagious disease.
- D. Illness in the employee's immediate family as set forth in Section 24.02 C. above.

The City shall also have the right to require the employee to be examined by a physician appointed by the City to determine the nature and extent of the illness. Unscheduled absences shall be considered an instance under the Sick Leave Abuse Policy. Excessive use of sick leave or a pattern of sick leave abuse may result in disciplinary action. Use of sick leave for absences qualifying for FMLA, OIL, or funeral leave will not count as a separate instance for purposes of the Sick Leave Usage Policy.

Section 24.06. Each employee hired prior to April 10, 1999, who, at the time of his/her service retirement with a state retirement system from City service, has accrued to his/her credit at least sixty (60) days (480 hours) of unused sick leave, shall receive severance pay according to the

following conversion factor: total unused sick leave days, not to exceed a maximum of one hundred fifty (150) days (1,200 hours), shall be converted on the basis of one (1) day (8 hours) of severance pay for each three (3) sick leave days (24 hours). Employees hired on or after April 10, 1999 shall not be entitled to severance pay.

Section 24.07. Unused sick leave in excess of ninety (90) days (720 hours) as of December 31st of each year may be converted to vacation on the basis of three (3) days (24 hours) of sick leave for one (1) day (8 hours) of vacation leave. In the event that an employee converts sick leave as described above, such vacation leave shall not be subsequently reconverted to sick leave. Days converted from sick leave to vacation shall be charged in each department on the same basis as sick leave days are charged. A maximum of five (5) days (40 hours) of vacation may be so accumulated in any one (1) calendar year.

Section 24.08. Any employee absent from work for five (5) or more consecutive days due to illness, absent from work due to accident or injury, or off the active working payroll of the City for any reason over twenty (20) work days, may be required to submit a statement from his/her physician prior to his/her return to the active working payroll of the City certifying his/her physical ability to fulfill the regular and normal job tasks of his/her job assignment. The City shall also have the right to have the employee examined by a physician appointed by the City for such purpose.

ARTICLE 25 **UNIFORMS/CLOTHING**

Section 25.01. Management shall furnish such items of protective clothing (such as gloves, boots, hard hats, foul weather gear, etc.) in accordance with the requirements of the job and Departmental Policy.

If the City does not furnish cold weather gear, employees may purchase approved cold or adverse weather gear and/or a steel-toe work boot which meets required minimum ANSI standards. Once the purchase is approved, the cost may be paid directly by the City or reimbursed to the employee. Employees shall submit a receipt of any purchase and verification that the boot meets the required standards. The decision of the supervisor regarding the need for replacement or verification that the work boot meets the standards shall be final. The maximum payment and/or reimbursement for approved cold or adverse weather gear and steel-toe work boots during the life of this Agreement will be five hundred fifty dollars (\$550.00) per employee. The total amount of reimbursement shall be pro-rated based upon the employee's date of hire.

Section 25.02. Management will furnish each employee with uniforms consisting of eleven (11) pants and up to eleven (11) long sleeve shirts, depending on the option the employee chooses. Maintenance of the uniforms will be done by a uniform service company and replacement of such uniforms will occur when the uniforms are no longer usable. Management will furnish each employee with five T-shirts annually. Employees will be responsible for laundering the T-shirts.

Section 25.03. Employees issued such uniforms shall be required to wear said uniforms during work hours unless otherwise approved by the division head. Uniforms provided by the City shall not be worn at any time other than actual City employment, travel to and from such work.

Section 25.04. No disciplinary action shall be taken prior to counseling with the employee about the requirements regarding the wearing of such uniforms as provided in Section 25.03 above.

Section 25.05. Items of uniform stolen or lost shall be immediately reported to the employee's supervisor and promptly replaced by the employee.

Section 25.06. Each uniform provided for the employee shall be kept clean and in good repair by the employee. Employees shall return to his/her supervisor any item bearing the City logo, insignia, or other identifying information which the employee no longer intends to use due to improper fit or disrepair.

Section 25.07. Upon separation from the City, all uniforms shall be returned to the supervisor before terminal pay is issued. Probationary employees separated during the initial probationary period must reimburse the full amount of all payments made pursuant to this Article prior to receiving any terminal pay.

Section 25.08. Any expense reimbursed by the City herein may be reported as taxable income to the employee if the Internal Revenue Service (IRS) requires such reimbursement to be reported.

ARTICLE 26 **NO STRIKE/NO LOCKOUT**

Section 26.01. Neither the Union nor any employee shall take part in, cause or aid any strike, slowdown, picketing (so as to encourage employees not to work), or any interference with the operation of the City during the term of this Contract. In addition, Management shall have the right to discharge or otherwise discipline employees 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.

Section 26.02. 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 strike, work stoppage, interruption or impeding of work, disclaim approval, order those taking part in such strike, work stoppage, interruption or impeding of work to return to work immediately and instruct all interested employees of the City or other employers that said strike is not authorized and that work shall be continued.

Section 26.03. If these steps are followed, after the Union is in official notification, there shall be no liability on the part of the Union or any of its officers or agents for such strike, work stoppage, interruption or impeding of work.

Section 26.04. The City shall not lockout or otherwise prevent employees from performing their regularly assigned duties.

ARTICLE 27 **EFFECT OF LAWS**

Section 27.01. This Contract supersedes and replaces all statutes, rules, and regulations which it has authority to supersede and replace. Where this Contract is silent, the provision of applicable

Federal, State and local laws shall apply. The City shall adopt no ordinances or resolutions contrary to the terms and conditions of this Contract. The City or its designee(s), in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce work rules, regulations, policies, procedures, and directives, consistent with the City's statutory authority, to regulate the conduct of employees and the conduct of operations, services, and programs in accordance with the provisions of this Contract.

Section 27.02. Should any Article, Section, or provision of this Contract be held to violate applicable law and unenforceable by any court or administrative tribunal of competent jurisdiction or applicable legislative body, such decision or legislation shall apply only to the specific Article, Section, or provision directly specified. The parties will meet and discuss the abrogated provision. The remainder of this Contract shall remain in full force and effect.

Section 27.03. This agreement represents the entire agreement between the parties and supersedes any and all agreements that exist or may have existed prior to the execution of the agreement unless specifically set forth in the express written provision of this agreement.

ARTICLE 28

WAIVER IN EMERGENCY

Section 28.01. In cases of emergency declared by the President of the United States, the Director of Homeland Security, FEMA, local EMA, the Governor of the State of Ohio, the Greene County Sheriff, the City Manager of Fairborn, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the City:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements relating to the assignment of employees.

Section 28.02. Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 29

RULES AND REGULATION

Section 29.01. The City agrees that Rules, Regulations, Policies and Procedures shall be available to all bargaining unit members in written, digital and/or electronic form.

Section 29.02. The City agrees that amendments to the Rules, Regulations, Policies and Procedures shall be provided to the Union in written, digital and/or electronic form fourteen (14) days in advance of their implementation. The Union may request a meeting of the Labor/Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

Section 29.03. The Rules, Regulations, Policies and Procedures shall be applied and interpreted consistently by the City and may not violate any express written provision of this Agreement. Nothing herein shall be construed in any manner as a limitation on the City's right to initiate or alter its work rules, regulations, policies or procedures.

ARTICLE 30
DURATION OF CONTRACT

Section 30.01. This Agreement shall upon Council action become effective January 1, 2015, unless another date is specifically stated in the Section, and remain in effect through December 31, 2017. On or before ninety (90) days prior to the expiration, but no more than one hundred twenty (120) days, of this contract either party may notify the other party in writing of its intention to terminate this Contract or to amend any terms thereof at the conclusion of any such period.

Section 30.02. In the event the funding level in the City is substantially reduced, the parties agree to meet and discuss options including furloughs, reduced hours, days off without pay, or other cost saving options to avoid or reduce the need to layoff employees.

IN WITNESS WHEREOF, the parties have set their hand this 7 day of April, 2015.

FAIRBORN CITY CHAPTER,
LOCAL NO. 101 AND OHIO
COUNCIL 8, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

CITY OF FAIRBORN, OHIO

By: [Signature]
P. Scott Thomasson
Staff Representative

By: [Signature]
Deborah McDonnell
City Manager

By: [Signature]
Chris Branscomb
Chapter Chairperson

By: [Signature]
Pete Bales
Assistant City Manager

By: [Signature]
Eric Ross
Chapter Vice Chairperson

By: [Signature]
Sean Sink
Street & Equipment Superintendent

By: [Signature]
Jamie Howard
Steward

By: [Signature]
Karen Hawkins
Utilities Superintendent

By: [Signature]
Brian Coker
Steward

By: [Signature]
Kelly E. Babcock
Labor Consultant

APPROVED AS TO FORM

By: [Signature]
Michael Mayer
Law Director

ADDENDUM #1
JOB CLASSIFICATIONS AND PAY GRADES

Job Classifications: The following pay grades for the indicated job classifications shall be in effect during the term of this contract:

<u>Current Active Classifications</u>	<u>Pay Grade Numbers</u>
Maintainer	332/3332
Service Worker	333/3333
Street & Signal Specialist	334/3334
Heavy Equipment Operator	335/3335
Cemetery Sexton	335/3335
Maintenance Crew Leader	335/3335
Plant and Pump Operator	335/3335
Water Treatment Plant Operator II*	336/3336
Building & Mechanical Specialist	336/3336
Equipment Mechanic	337/3337
Lead Operator	337/3337

*Once the current bargaining unit employee is no longer employed by the City, this classification will be considered inactive.

Inactive Classification Titles

Shop Clerk
Water Treatment Plant Operator I
Wastewater Treatment Plant Operator I
Sewer Line Specialist
Pump Station Repairer
Wastewater Treatment Plant Operator II

Should the Employer determine to make an Inactive Classification Active, the parties agree to meet and discuss the appropriate wage scale for the activated classification.

ORDINANCE NO. 5-15
EXHIBIT A-1
PAY SCHEDULE FOR AFSCME PERSONNEL
(HIRED BEFORE APRIL 10, 1999)
EFFECTIVE: January 10, 2015

PAY GRADE		ENTRY	A	B	C	D	E	F	G
331	Hourly	15.00	15.79	16.42	17.07	17.82	18.59	19.34	20.19
	Bi-weekly	1,200.04	1,263.20	1,313.60	1,365.60	1,425.60	1,487.20	1,547.20	1,615.20
	Annually	31,201.04	32,843.20	34,153.60	35,505.60	37,065.60	38,667.20	40,227.20	41,995.20
332	Hourly	15.60	16.42	17.07	17.82	18.59	19.34	20.19	21.17
	Bi-weekly	1,247.92	1,313.60	1,365.60	1,425.60	1,487.20	1,547.20	1,615.20	1,693.60
	Annually	32,445.92	34,153.60	35,505.60	37,065.60	38,667.20	40,227.20	41,995.20	44,033.60
333	Hourly	16.22	17.07	17.82	18.59	19.34	20.19	21.17	22.16
	Bi-weekly	1,297.32	1,365.60	1,425.60	1,487.20	1,547.20	1,615.20	1,693.60	1,772.80
	Annually	33,730.32	35,505.60	37,065.60	38,667.20	40,227.20	41,995.20	44,033.60	46,092.80
334	Hourly	16.93	17.82	18.59	19.34	20.19	21.17	22.16	23.28
	Bi-weekly	1,354.32	1,425.60	1,487.20	1,547.20	1,615.20	1,693.60	1,772.80	1,862.40
	Annually	35,212.32	37,065.60	38,667.20	40,227.20	41,995.20	44,033.60	46,092.80	48,422.40
335	Hourly	17.66	18.59	19.34	20.19	21.17	22.16	23.28	24.52
	Bi-weekly	1,412.84	1,487.20	1,547.20	1,615.20	1,693.60	1,772.80	1,862.40	1,961.60
	Annually	36,733.84	38,667.20	40,227.20	41,995.20	44,033.60	46,092.80	48,422.40	51,001.60
336	Hourly	18.37	19.34	20.19	21.17	22.16	23.28	24.52	25.64
	Bi-weekly	1,469.84	1,547.20	1,615.20	1,693.60	1,772.80	1,862.40	1,961.60	2,051.20
	Annually	38,215.84	40,227.20	41,995.20	44,033.60	46,092.80	48,422.40	51,001.60	53,331.20
337	Hourly	19.18	20.19	21.17	22.16	23.28	24.52	25.64	26.96
	Bi-weekly	1,534.44	1,615.20	1,693.60	1,772.80	1,862.40	1,961.60	2,051.20	2,156.80
	Annually	39,895.44	41,995.20	44,033.60	46,092.80	48,422.40	51,001.60	53,331.20	56,076.80

ORDINANCE NO. 5-15
EXHIBIT A-2
PAY SCHEDULE FOR AFSCME PERSONNEL
(HIRED BEFORE APRIL 10, 1999)
EFFECTIVE: January 9, 2016

PAY GRADE		ENTRY	A	B	C	D	E	F	G
331	Hourly	15.37	16.18	16.83	17.50	18.27	19.05	19.82	20.69
	Bi-weekly	1,229.68	1,294.40	1,346.40	1,400.00	1,461.60	1,524.00	1,585.60	1,655.20
	Annually	31,971.68	33,654.40	35,006.40	36,400.00	38,001.60	39,624.00	41,225.60	43,035.20
332	Hourly	15.99	16.83	17.50	18.27	19.05	19.82	20.69	21.70
	Bi-weekly	1,279.08	1,346.40	1,400.00	1,461.60	1,524.00	1,585.60	1,655.20	1,736.00
	Annually	33,256.08	35,006.40	36,400.00	38,001.60	39,624.00	41,225.60	43,035.20	45,136.00
333	Hourly	16.63	17.50	18.27	19.05	19.82	20.69	21.70	22.71
	Bi-weekly	1,330.00	1,400.00	1,461.60	1,524.00	1,585.60	1,655.20	1,736.00	1,816.80
	Annually	34,580.00	36,400.00	38,001.60	39,624.00	41,225.60	43,035.20	45,136.00	47,236.80
334	Hourly	17.01	17.91	18.69	19.43	20.28	21.27	22.27	23.39
	Bi-weekly	1,361.16	1,432.80	1,495.20	1,554.40	1,622.40	1,701.60	1,781.60	1,871.20
	Annually	35,390.16	37,252.80	38,875.20	40,414.40	42,182.40	44,241.60	46,321.60	48,651.20
335	Hourly	18.10	19.05	19.82	20.69	21.70	22.71	23.86	25.13
	Bi-weekly	1,447.80	1,524.00	1,585.60	1,655.20	1,736.00	1,816.80	1,908.80	2,010.40
	Annually	37,642.80	39,624.00	41,225.60	43,035.20	45,136.00	47,236.80	49,628.80	52,270.40
336	Hourly	18.83	19.82	20.69	21.70	22.71	23.86	25.13	26.28
	Bi-weekly	1,506.32	1,585.60	1,655.20	1,736.00	1,816.80	1,908.80	2,010.40	2,102.40
	Annually	39,164.32	41,225.60	43,035.20	45,136.00	47,236.80	49,628.80	52,270.40	54,662.40
337	Hourly	19.66	20.69	21.70	22.71	23.86	25.13	26.28	27.63
	Bi-weekly	1,572.44	1,655.20	1,736.00	1,816.80	1,908.80	2,010.40	2,102.40	2,210.40
	Annually	40,883.44	43,035.20	45,136.00	47,236.80	49,628.80	52,270.40	54,662.40	57,470.40

ORDINANCE NO. 5-15
EXHIBIT A-3
PAY SCHEDULE FOR AFSCME PERSONNEL
(HIRED BEFORE APRIL 10, 1999)
EFFECTIVE: January 7, 2017

PAY GRADE		ENTRY	A	B	C	D	E	F	G
331	Hourly	15.79	16.62	17.29	17.98	18.77	19.57	20.37	21.26
	Bi-weekly	1,263.12	1,329.60	1,383.20	1,438.40	1,501.60	1,565.60	1,629.60	1,700.80
	Annually	32,841.12	34,569.60	35,963.20	37,398.40	39,041.60	40,705.60	42,369.60	44,220.80
332	Hourly	16.43	17.29	17.98	18.77	19.57	20.37	21.26	22.30
	Bi-weekly	1,314.04	1,383.20	1,438.40	1,501.60	1,565.60	1,629.60	1,700.80	1,784.00
	Annually	34,165.04	35,963.20	37,398.40	39,041.60	40,705.60	42,369.60	44,220.80	46,384.00
333	Hourly	17.08	17.98	18.77	19.57	20.37	21.26	22.30	23.33
	Bi-weekly	1,366.48	1,438.40	1,501.60	1,565.60	1,629.60	1,700.80	1,784.00	1,866.40
	Annually	35,528.48	37,398.40	39,041.60	40,705.60	42,369.60	44,220.80	46,384.00	48,526.40
334	Hourly	17.48	18.40	19.20	19.96	20.84	21.85	22.88	24.03
	Bi-weekly	1,398.40	1,472.00	1,536.00	1,596.80	1,667.20	1,748.00	1,830.40	1,922.40
	Annually	36,358.40	38,272.00	39,936.00	41,516.80	43,347.20	45,448.00	47,590.40	49,982.40
335	Hourly	18.59	19.57	20.37	21.26	22.30	23.33	24.52	25.82
	Bi-weekly	1,487.32	1,565.60	1,629.60	1,700.80	1,784.00	1,866.40	1,961.60	2,065.60
	Annually	38,670.32	40,705.60	42,369.60	44,220.80	46,384.00	48,526.40	51,001.60	53,705.60
336	Hourly	19.35	20.37	21.26	22.30	23.33	24.52	25.82	27.00
	Bi-weekly	1,548.12	1,629.60	1,700.80	1,784.00	1,866.40	1,961.60	2,065.60	2,160.00
	Annually	40,251.12	42,369.60	44,220.80	46,384.00	48,526.40	51,001.60	53,705.60	56,160.00
337	Hourly	20.20	21.26	22.30	23.33	24.52	25.82	27.00	28.39
	Bi-weekly	1,615.76	1,700.80	1,784.00	1,866.40	1,961.60	2,065.60	2,160.00	2,271.20
	Annually	42,009.76	44,220.80	46,384.00	48,526.40	51,001.60	53,705.60	56,160.00	59,051.20

ORDINANCE NO. 5-15
EXHIBIT B-1
PAY SCHEDULE FOR AFSCME PERSONNEL
(HIRED ON OR AFTER APRIL 10, 1999)
EFFECTIVE: January 10, 2015

PAY GRADE		ENTRY	A	B	C	D	E	F	G	H	I	J	K
3331	Hourly	15.00	15.79	16.23	16.67	17.11	17.54	17.99	18.43	18.86	19.30	19.75	20.19
	Bi-weekly	1,200.00	1,263.20	1,298.40	1,333.60	1,368.80	1,403.20	1,439.20	1,474.40	1,508.80	1,544.00	1,580.00	1,615.20
	Annually	31,200.00	32,843.20	33,758.40	34,673.60	35,588.80	36,483.20	37,419.20	38,334.40	39,228.80	40,144.00	41,080.00	41,995.20
3332	Hourly	15.60	16.42	16.89	17.38	17.84	18.31	18.79	19.26	19.74	20.21	20.69	21.17
	Bi-weekly	1,248.00	1,313.60	1,351.20	1,390.40	1,427.20	1,464.80	1,503.20	1,540.80	1,579.20	1,616.80	1,655.20	1,693.60
	Annually	32,448.00	34,153.60	35,131.20	36,150.40	37,107.20	38,084.80	39,083.20	40,060.80	41,059.20	42,036.80	43,035.20	44,033.60
3333	Hourly	16.22	17.07	17.58	18.08	18.59	19.11	19.62	20.12	20.63	21.15	21.66	22.16
	Bi-weekly	1,297.60	1,365.60	1,406.40	1,446.40	1,487.20	1,528.80	1,569.60	1,609.60	1,650.40	1,692.00	1,732.80	1,772.80
	Annually	33,737.60	35,505.60	36,566.40	37,606.40	38,667.20	39,748.80	40,809.60	41,849.60	42,910.40	43,992.00	45,052.80	46,092.80
3334	Hourly	16.93	17.82	18.36	18.90	19.45	20.00	20.54	21.08	21.63	22.17	22.73	23.28
	Bi-weekly	1,354.40	1,425.60	1,468.80	1,512.00	1,556.00	1,600.00	1,643.20	1,686.40	1,730.40	1,773.60	1,818.40	1,862.40
	Annually	35,214.40	37,065.60	38,188.80	39,312.00	40,456.00	41,600.00	42,723.20	43,846.40	44,990.40	46,113.60	47,278.40	48,422.40
3335	Hourly	17.66	18.59	19.20	19.78	20.38	20.96	21.56	22.15	22.74	23.34	23.92	24.52
	Bi-weekly	1,412.80	1,487.20	1,536.00	1,582.40	1,630.40	1,676.80	1,724.80	1,772.00	1,819.20	1,867.20	1,913.60	1,961.60
	Annually	36,732.80	38,667.20	39,936.00	41,142.40	42,390.40	43,596.80	44,844.80	46,072.00	47,299.20	48,547.20	49,753.60	51,001.60
3336	Hourly	18.37	19.34	19.97	20.61	21.25	21.87	22.50	23.12	23.77	24.39	25.02	25.64
	Bi-weekly	1,469.60	1,547.20	1,597.60	1,648.80	1,700.00	1,749.60	1,800.00	1,849.60	1,901.60	1,951.20	2,001.60	2,051.20
	Annually	38,209.60	40,227.20	41,537.60	42,868.80	44,200.00	45,489.60	46,800.00	48,089.60	49,441.60	50,731.20	52,041.60	53,331.20
3337	Hourly	19.18	20.19	20.86	21.54	22.22	22.90	23.56	24.25	24.93	25.60	26.28	26.96
	Bi-weekly	1,534.40	1,615.20	1,668.80	1,723.20	1,777.60	1,832.00	1,884.80	1,940.00	1,994.40	2,048.00	2,102.40	2,156.80
	Annually	39,894.40	41,995.20	43,388.80	44,803.20	46,217.60	47,632.00	49,004.80	50,440.00	51,854.40	53,248.00	54,662.40	56,076.80

ORDINANCE NO. 5-15
EXHIBIT B-2
PAY SCHEDULE FOR AFSCME PERSONNEL
(HIRED ON OR AFTER APRIL 10, 1999)
EFFECTIVE: January 9, 2016

PAY GRADE		ENTRY	A	B	C	D	E	F	G	H	I	J	K
3331	Hourly	15.37	16.18	16.64	17.09	17.54	17.98	18.44	18.89	19.33	19.78	20.24	20.69
	Bi-weekly	1,229.60	1,294.40	1,331.20	1,367.20	1,403.20	1,438.40	1,475.20	1,511.20	1,546.40	1,582.40	1,619.20	1,655.20
	Annually	31,969.60	33,654.40	34,611.20	35,547.20	36,483.20	37,398.40	38,355.20	39,291.20	40,206.40	41,142.40	42,099.20	43,035.20
3332	Hourly	15.99	16.83	17.31	17.81	18.29	18.77	19.26	19.74	20.23	20.72	21.21	21.70
	Bi-weekly	1,279.20	1,346.40	1,384.80	1,424.80	1,463.20	1,501.60	1,540.80	1,579.20	1,618.40	1,657.60	1,696.80	1,736.00
	Annually	33,259.20	35,006.40	36,004.80	37,044.80	38,043.20	39,041.60	40,060.80	41,059.20	42,078.40	43,097.60	44,116.80	45,136.00
3333	Hourly	16.63	17.50	18.02	18.53	19.05	19.59	20.11	20.62	21.15	21.68	22.20	22.71
	Bi-weekly	1,330.40	1,400.00	1,441.60	1,482.40	1,524.00	1,567.20	1,608.80	1,649.60	1,692.00	1,734.40	1,776.00	1,816.80
	Annually	34,590.40	36,400.00	37,481.60	38,542.40	39,624.00	40,747.20	41,828.80	42,889.60	43,992.00	45,094.40	46,176.00	47,236.80
3334	Hourly	17.36	18.27	18.82	19.37	19.94	20.50	21.05	21.61	22.17	22.72	23.30	23.86
	Bi-weekly	1,388.80	1,461.60	1,505.60	1,549.60	1,595.20	1,640.00	1,684.00	1,728.80	1,773.60	1,817.60	1,864.00	1,908.80
	Annually	36,108.80	38,001.60	39,145.60	40,289.60	41,475.20	42,640.00	43,784.00	44,948.80	46,113.60	47,257.60	48,464.00	49,628.80
3335	Hourly	18.10	19.05	19.68	20.27	20.89	21.48	22.10	22.70	23.31	23.92	24.52	25.13
	Bi-weekly	1,448.00	1,524.00	1,574.40	1,621.60	1,671.20	1,718.40	1,768.00	1,816.00	1,864.80	1,913.60	1,961.60	2,010.40
	Annually	37,648.00	39,624.00	40,934.40	42,161.60	43,451.20	44,678.40	45,968.00	47,216.00	48,484.80	49,753.60	51,001.60	52,270.40
3336	Hourly	18.83	19.82	20.47	21.13	21.78	22.42	23.06	23.70	24.36	25.00	25.65	26.28
	Bi-weekly	1,506.40	1,585.60	1,637.60	1,690.40	1,742.40	1,793.60	1,844.80	1,896.00	1,948.80	2,000.00	2,052.00	2,102.40
	Annually	39,166.40	41,225.60	42,577.60	43,950.40	45,302.40	46,633.60	47,964.80	49,296.00	50,668.80	52,000.00	53,352.00	54,662.40
3337	Hourly	19.66	20.69	21.38	22.08	22.78	23.47	24.15	24.86	25.55	26.24	26.94	27.63
	Bi-weekly	1,572.80	1,655.20	1,710.40	1,766.40	1,822.40	1,877.60	1,932.00	1,988.80	2,044.00	2,099.20	2,155.20	2,210.40
	Annually	40,892.80	43,035.20	44,470.40	45,926.40	47,382.40	48,817.60	50,232.00	51,708.80	53,144.00	54,579.20	56,035.20	57,470.40

ORDINANCE NO. 5-15
EXHIBIT B-3
PAY SCHEDULE FOR AFSCME PERSONNEL
(HIRED ON OR AFTER APRIL 10, 1999)
EFFECTIVE: January 7, 2017

PAY GRADE		ENTRY	A	B	C	D	E	F	G	H	I	J	K
3331	Hourly	15.79	16.62	17.10	17.56	18.02	18.47	18.95	19.41	19.86	20.32	20.80	21.26
	Bi-weekly	1,263.20	1,329.60	1,368.00	1,404.80	1,441.60	1,477.60	1,516.00	1,552.80	1,588.80	1,625.60	1,664.00	1,700.80
	Annually	32,843.20	34,569.60	35,568.00	36,524.80	37,481.60	38,417.60	39,416.00	40,372.80	41,308.80	42,265.60	43,264.00	44,220.80
3332	Hourly	16.43	17.29	17.79	18.30	18.79	19.29	19.79	20.28	20.79	21.29	21.79	22.30
	Bi-weekly	1,314.40	1,383.20	1,423.20	1,464.00	1,503.20	1,543.20	1,583.20	1,622.40	1,663.20	1,703.20	1,743.20	1,784.00
	Annually	34,174.40	35,963.20	37,003.20	38,064.00	39,083.20	40,123.20	41,163.20	42,182.40	43,243.20	44,283.20	45,323.20	46,384.00
3333	Hourly	17.08	17.98	18.52	19.04	19.57	20.13	20.66	21.19	21.73	22.28	22.81	23.33
	Bi-weekly	1,366.40	1,438.40	1,481.60	1,523.20	1,565.60	1,610.40	1,652.80	1,695.20	1,738.40	1,782.40	1,824.80	1,866.40
	Annually	35,526.40	37,398.40	38,521.60	39,603.20	40,705.60	41,870.40	42,972.80	44,075.20	45,198.40	46,342.40	47,444.80	48,526.40
3334	Hourly	17.83	18.77	19.34	19.90	20.49	21.06	21.63	22.20	22.78	23.34	23.94	24.52
	Bi-weekly	1,426.40	1,501.60	1,547.20	1,592.00	1,639.20	1,684.80	1,730.40	1,776.00	1,822.40	1,867.20	1,915.20	1,961.60
	Annually	37,086.40	39,041.60	40,227.20	41,392.00	42,619.20	43,804.80	44,990.40	46,176.00	47,382.40	48,547.20	49,795.20	51,001.60
3335	Hourly	18.59	19.57	20.22	20.83	21.46	22.07	22.71	23.32	23.95	24.58	25.19	25.82
	Bi-weekly	1,487.20	1,565.60	1,617.60	1,666.40	1,716.80	1,765.60	1,816.80	1,865.60	1,916.00	1,966.40	2,015.20	2,065.60
	Annually	38,667.20	40,705.60	42,057.60	43,326.40	44,636.80	45,905.60	47,236.80	48,505.60	49,816.00	51,126.40	52,395.20	53,705.60
3336	Hourly	19.35	20.37	21.03	21.71	22.38	23.04	23.69	24.35	25.03	25.69	26.36	27.00
	Bi-weekly	1,548.00	1,629.60	1,682.40	1,736.80	1,790.40	1,843.20	1,895.20	1,948.00	2,002.40	2,055.20	2,108.80	2,160.00
	Annually	40,248.00	42,369.60	43,742.40	45,156.80	46,550.40	47,923.20	49,275.20	50,648.00	52,062.40	53,435.20	54,828.80	56,160.00
3337	Hourly	20.20	21.26	21.97	22.69	23.41	24.12	24.81	25.54	26.25	26.96	27.68	28.39
	Bi-weekly	1,616.00	1,700.80	1,757.60	1,815.20	1,872.80	1,929.60	1,984.80	2,043.20	2,100.00	2,156.80	2,214.40	2,271.20
	Annually	42,016.00	44,220.80	45,697.60	47,195.20	48,692.80	50,169.60	51,604.80	53,123.20	54,600.00	56,076.80	57,574.40	59,051.20

ADDENDUM # 2
CLASSIFICATION SERIES GROUP

Group A

Heavy Equipment Operator

Associated Groups: B, E, & F*

Group B

Maintenance Crew Leader

Associated Groups: A, E, & F*

Group C

Equipment Mechanic

Associated Groups: D, B & E

Group D

Building and Mechanical Specialist

Associated Groups: B & E

Group E

(1ST) Street and Signal Specialist

(2ND) Meter Service Worker

(3RD) Maintainer

Group F

Cemetery Sexton

Associated Groups: A, B, & E

Water & Sewer Division Only

Group G

(1st) Water Lead Operator

(2nd) Water Treatment Plant Op. II

Associated Groups: I, H, B & E

Group H

Water Treatment Plant Op. I

Associated Groups: E

Group I

Pump Station Repairer

Associated Groups: A, B, E, & F*

Group J

Sewer Line Specialist

Associated Groups: A, B, E, & F*

Water Reclamation Center Only

Group K

(1st) Wastewater Lead Operator

(2nd) Wastewater Treatment Plant Op. II (WRC)

Associated Groups: L, B & E

Group L

Wastewater Tr. Pl. Op. I (WRC)

Associated Groups: E

* The Cemetery Sexton position requires specialized knowledge, skills, and abilities. Qualified employees may only bump into this position if they can demonstrate the qualifications and ability to perform the position within fourteen (14) calendar days. Management's decision regarding qualifications and ability to perform will not be overturned unless it is determined to be arbitrary or capricious.