

A
LABOR
AGREEMENT
BETWEEN
THE CITY OF PARMA
AND
MUNICIPAL FOREMEN & LABORERS' UNION LOCAL NO. 1099
(MUNICIPAL, COUNTY & STATE EMPLOYEES' LOCAL UNION
NO. 1099, AFL-CIO)
(SUPERVISORY PERSONNEL UNIT)

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ARTICLE 1. PREAMBLE

1.1 This Labor Contract is entered into by and between the City of Parma, Ohio, hereinafter referred to as the “Employer” or the “City”, and the Municipal Foremen and Laborers’ Union Local No. 1099, Laborers’ International Union of North America, AFL-CIO) hereinafter referred to as the “Union.”

ARTICLE 2. PURPOSE AND INTENT

2.1 In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted efficient operations of government, the Employer has recognized the Union as the representative of certain employees and desires to enter into a collectively bargained agreement which has for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees to participate through collective bargaining in the determination of certain of the terms and conditions of employment; 2) To promote fair and reasonable working conditions; 3) To promote effective and efficient service to the residents of the City of Parma, Ohio; 4) To avoid interruption, interference or inefficiency in the operation of the Government of the City; and 5) To provide for the peaceful adjustment of any differences that may arise from time to time without resort to strike.

2.2 Specifically, the agreement shall set forth clearly the responsibilities of each party and address all matters pertaining to wages, hours, or terms and conditions of employment mutually expressed between the parties and, shall supersede all previous contracts.

2.3 Employees shall be entitled to only those benefits expressly set forth herein, regardless of any ordinance which is pre-existing or hereinafter enacted.

ARTICLE 3. RECOGNITION

3.1 The City recognizes the Municipal Foremen & Laborers’ Union Local 1099, as the exclusive collective bargaining representative of all full-time employees in the Public Service Department of the City, as specified, in paragraph 3.3, below, but excluding, part-time, temporary and seasonal employees. All other employees of the Employer are excluded from the bargaining unit.

3.2 The Service Director will appoint the individual he finds best qualified, after reviewing fitness and experience, for promotion to any vacancy. Employees serving their initial probationary period, which shall be a period of six months, shall be excluded from the Union’s bargaining unit. This provision shall supercede any contrary law.

3.3 The Bargaining Unit shall be composed of 11 classifications, more specifically defined as follows:

CLASSIFICATIONS:

Greenskeeper
Mechanic Supervisor
Parks-Supervisor-Coordinator
Recreation Foreman
Service/Streets Foreman

Service Supervisor
VMO/Sign Shop Supervisor
Mechanic Foreman
Sewer Supervisor
Streets Supervisor
Recreation Supervisor

ARTICLE 4. DUES DEDUCTION

4.1 During the term of this Agreement, the Employer shall deduct initiation fees, regular monthly dues and assessments established by the Union to be in accordance with its constitution and bylaws and as certified by the Union to Employer as due and owing from the wages of those employees who have individually and voluntarily signed dues deduction authorization forms permitting said deduction. Thereafter, once the amount is certified by the Union, it shall not be changed without written notice from a duly authorized representative from the Union.

4.2 It is a condition of employment that all members of the Bargaining Unit shall either (1) maintain their membership in the Union, (2) become members of the Union, or (3) pay a fair share fee to the Union in an amount not to exceed the regular monthly and/or annual dues for membership in the Union, no later than sixty (60) days following the effective date of this Contract or the completion of the initial probationary period, whichever is the later, all in accordance with O.R.C. 4117.09.

4.3 Nothing in this Agreement shall interfere with an employee's right to revoke his Union membership, provided, the employee gives written notice to the City and the Union. Said employee shall automatically be placed under the fair share fee provisions of this Article.

4.4 The City's obligation to make deductions shall terminate automatically upon an employee's termination of employment or transfer to a job classification outside the Bargaining Unit.

4.5 No new authorization shall be required from those employees from whom the City is currently deducting dues.

4.6 The Employer shall deduct dues, initiation fees, assessments or fair share fees from the current gross earnings of employees in the Bargaining Unit, from the first pay each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

4.7 A check in the amount of total dues, initiation fees or assessments withheld from the employees authorizing the deduction and fair share fees payers shall, except in unusual circumstances, be tendered to the Union within thirty (30) days from the date of making said deductions. Further, the Employer agrees to supply the Union with a list of employees (and social security numbers) for whom the deductions were made.

4.8 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for such liabilities or damages that may arise.

ARTICLE 5. MANAGEMENT RIGHTS

5.1 Except as specifically limited herein, all rights are reserved to and remain vested in the City, including but not limited to, the sole right to:

- a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the City, standard of services, its overall budget, utilization of technology and organizational structure.
- b) Direct, supervise and evaluate or hire employees, and to determine when and under what circumstances a vacancy exists.
- c) Maintain and improve the efficiency and effectiveness of City operations to require employees to use or refrain from using specified uniforms or other tools of duty.
- d) Determine the overall methods, process, means, or personnel by which City operations are to be conducted.
- e) Suspend, discipline, demote, or discharge for just cause, lay-off, transfer, assign, schedule, promote or retain employees.
- f) Determine the adequacy of the work force.
- g) Determine the overall mission of the City.
- h) Manage the work force.
- i) Take actions to carry out the mission of the Employer as a governmental unit.
- j) Determine the number of persons required to be employed, laid off, or discharged.
- k) Determine the starting and quitting time and the number of hours to be worked by its employees.
- l) Make any and all rules and regulations.
- m) Determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this agreement.
- n) Determine the type of equipment and the sequence of work process.
- o) Determine the making of technological alterations by revising either process or equipment.

- p) Determine work standards and the quality of work to be produced.
- q) Select and locate buildings and other facilities.
- r) Establish, expand, transfer and/or consolidate work processes and facilities.
- s) Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work.
- t) Terminate or eliminate all or any part of its work or facilities.

5.2 Notwithstanding Section 4117.08 of the Ohio Revised Code, the Employer is not required to bargain on any subjects--including, but not limited to, those enumerated above--reserved to and retained by the City under this Article. Therefore, the Union agrees that during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08(c) of Ohio Revised Code or pursuant to those clearly provided in this Article of this Contract. Further, it is expressly understood and agreed: (a) the exercise of Management Rights by Employer shall not be grievable; (b) Employer retains an unlimited right to transfer and subcontract work. Employees and the Union shall be notified in writing ten (10) working days in advance of any decision to subcontract out bargaining unit work and the Union shall have the right to request a meeting with the Employer to discuss the situation.

ARTICLE 6. TOTAL AGREEMENT

6.1 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

ARTICLE 7. LEGISLATIVE APPROVAL

7.1 It is agreed by and between the parties that this Agreement should be submitted in its entirety to City Council for approval pursuant to procedures set out in Ohio Revised Code Chapter 4117.

ARTICLE 8. NON-DISCRIMINATION

8.1 Both the City and the Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their

commitments, legal and moral, not to discriminate or show favoritism in any manner relating to employment on the basis of race, color, creed, national origin, sex or disability.

8.2 The Employer agrees not to interfere with rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union in accordance with this Agreement.

8.3. The Union agrees not to interfere with the rights of the employees not to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

ARTICLE 9. GENDER AND PLURAL

9.1 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 10. HEADINGS

10.1 It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said article nor affect any interpretation of any such Article.

ARTICLE 11. OBLIGATION TO NEGOTIATE

11.1 The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

11.2. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 12. CONFORMITY TO LAW

12.1 This Agreement shall be subject to and subordinated to any present and future Federal, State and Local Laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

12.2 If the enactment of legislation, or a determination by court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 13. NO STRIKE

13.1 The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walkout, concerted "sick" leave, or mass resignation, work stoppage, picketing, or interference of any kind with the operations of the City for the duration of this Labor Contract.

13.2 Violations of the sanctions shall be considered proper cause for discharge or other disciplinary action.

13.3 The Union shall at all times cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with, or the withholding services from, the Employer is prohibited and not sanctioned or approved by the Union, and that all orders of the City supervisors shall be complied with during the period when a dispute is being processed through the grievance procedure. Furthermore, the Union shall immediately advise all employees to return to work at once.

13.4 The City shall not lock out any employees for the duration of this Labor Contract.

13.5 Upon or after expiration or termination of this Contract or any extensions, employees waive the right to strike. It is agreed that the procedures of SERB authorized by Chapter 4117, Ohio Revised Code, and, specifically, Section 4117-9-06 of the Ohio Administrative Code, for Conciliation of bargaining disputes shall be followed as if fully restated and incorporated herein.

ARTICLE 14. GRIEVANCE PROCEDURE

14.1 All employees have the right to present a grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of the Grievance Procedure.

14.2. For the purposes of this Grievance Procedure, the terms used are defined as follows:

a) Grievance — A “grievance” is a dispute or controversy arising from the application or interpretation of a specific and express written provision of this Contract, including any and all disciplinary actions.

b) Aggrieved Party — The “aggrieved party” is an employee or group of employees within the Bargaining Unit, or the Union, who may file a grievance.

c) Party in Interest — A “party in interest” is any employee named in the grievance who is not the aggrieved party.

d) Days — A “day” is a calendar day, excluding Saturdays, Sundays and Holidays as provided for in this Agreement.

14.3 The following procedures shall control the administration of the Grievance Procedure:

a) A grievance shall identify the aggrieved party, the Article of this Contract grieved; the date, time and place of all alleged events or conditions constituting the grievance; the identity of the party alleged to have caused the grievance, if known to the aggrieved party; a general explanation of the grievance and the remedy requested.

b) The grievance must be dated and signed by the aggrieved. The Business Manager and Stewards shall sign all Policy Grievances, which the Union submits on behalf of a group of employees.

c) All decisions made upon any grievance shall be rendered in writing at each step of the Grievance, with copies to the aggrieved party and the Union, or other representative.

d) Any employee having a grievance may discuss the matter informally with the appropriate supervisor and have the same informally adjusted without intervention of the Union, provided however, that the adjustment is acceptable to the employee and is not inconsistent with the collective bargaining agreement.

e) This Grievance Procedure shall be an Employee’s exclusive remedy for the perceived violation of any rights as an Employee, and any rights under Civil Service Law, Chapter 124, Ohio Revised Code, shall be deemed waived.

f) A grievance which is untimely filed by the Union may be denied on that basis. Any decision not appealed by the employee or Union as provided within the time limits specified in each Step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal.

g) Any grievance not answered by the City within the time limits specified in each Step, shall be considered automatically appealed to the next Step (excluding Arbitration).

h) Computation of Time. For purposes of this section, timeliness is counted as working days following the date of the event(s) giving rise to the grievance (*), expressed on the

face of either the answer or the appeal notice if hand delivered (if served by mail: postmark date), whichever is applicable. Extensions of time limits, shall be by mutual agreement and must be verified in writing and signed by the City and the Union.

(*) The date of occurrence of the event causing time to run, is not counted in the computation of any time limit.

i) The preparation and processing of grievances shall be conducted only during non-working hours, unless otherwise approved by the Service Director.

j) In addition to the aggrieved party and Steward, the Union may call other employees as witnesses, to attend the Grievance hearing without loss in straight-time pay. The Union shall give the Employer written notice of its intent, at least days prior to the hearing.

k) Grievances shall be filed on the Union's Grievance Report form. Any grievance beyond Step 1 which is not filed on the appropriate form shall be denied.

l) The Grievance Procedure shall not be used for the purpose of changing, amending, deleting, modifying or altering any of the provisions of this Contract.

14.4 All grievances are administered according to the following Grievance Procedure:

Step 1: Any employee who may have a grievance may take it up with the Service Director, within five (5) days after the employee has knowledge of the event(s) upon which his grievance is based. The Steward shall be present, upon the employee's request at said hearing. The Service Director shall give his answer to the employee within five (5) days after the grievance is presented to him.

The answer shall set forth in detail the settlement reached between, the parties (if any). Agreement on the settlement shall be noted by both parties in writing. In the event the grievance is not settled, the Step 1 answer shall set forth in detail the reason(s) for the denial of the grievance.

Step 2: If the grievance is not satisfactorily settled at Step 1, the employee may, within five (5) days after receipt of the Step 1 answer, appeal in writing to the Mayor. The Mayor, or his designee, shall meet with the aggrieved party, the Steward and Union Officer, within seven (7) days after receipt of the appeal. The Mayor or his designee shall give a written answer within seven (7) days after the Step 2 hearing.

Step 3: In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the City, then within thirty (30) days after receipt of the Step 2 answer, the Union may on behalf of the aggrieved party, submit the grievance to arbitration/mediation. All grievances appealed to arbitration will be referred to mediation as long as the parties, including any grievants, enter into a signed mediation submission setting forth the mediator's authority and the complete confidentiality and non-admissibility of all documents and statements submitted in mediation.

A) The Union and the City shall mutually agree to an arbitrator, or will immediately request a list of qualified arbitrators from the American Arbitration Association and shall select an arbitrator under the auspices and rules of the AAA.

B) The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

C) The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

D) The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitrators Association.

E) The fees and expenses of the arbitrator and the cost of hearing room, if any, shall be borne by the losing party. All other expenses will be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

F) The arbitrator's decision and award will be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties. The standard to be employed by the Arbitrator in any grievance shall be whether the action of the City was arbitrary and capricious.

ARTICLE 15. SICK LEAVE BONUS

15.1 If, during any calendar quarter, an employee does not use any sick leave benefits, that member shall be granted either (a) one and one-half vacation days with pay in addition to whatever other vacation pay such employee is entitled under the provisions of this agreement, (b) twelve (12) hours pay at the straight time hourly rate, or (c) credit for like hours in his bonus vacation account to be used only as vacation time (unless paid out upon the employee's death or termination of employment) subject to the City's approval based upon the impact of the employee's absence on the City's needs.

15.2 The sick leave bonus year will run from January 1, of each year to December 31, of each year (the calendar year).

15.3 After January 1, 2004, the employee may bank twelve (12) hours pay per quarter and select to take all forty-eight (48) hours or any hours earned for one year's perfect attendance in the first pay period of the following year.

ARTICLE 16. SICK LEAVE

16.1 Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee; (2) other employees; or (3) illness, pregnancy, injury, or death in the employee's family where the employee's presence is reasonably necessary.

16.2 All employees shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours of service and may accumulate such leave without limit,

16.3 Sick leave may be used in segments of not less than one (1) hour.

16.4 The Service Director may require an employee who has been absent in excess of three (3) consecutive working days due to personal illness or injury, prior to and as a condition of his return to duty, to provide a certificate from the attending physician to establish that he is not disabled from the performance of his normal duties of his position, and/or that his return to duty will not jeopardize the health and safety of other employees. At the Service Director's reasonable discretion, the Employer reserves the right to require the employee to be examined by a physician designated and paid for by the Employer for the same purposes. Should the Service Director require such a medical examination, the employee shall be compensated for days off awaiting the medical examination, with no loss of accumulated sick leave should said medical examination determine the employee is fit for duty. This medical examination must be scheduled during normal work hours.

16.5 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, step-children, or current mother-in-law, father-in-law.

16.6 Upon retirement under P.E.R.S., or for employees with ten (10) or more years of service, an employee of this unit shall receive payment for one-third (1/3) the value of any accrued but unused sick leave to a maximum of twenty one hundred and sixty (2160) hours and the maximum payment shall not exceed the value of seven hundred and twenty (720) hours.

16.7 Sick Leave Without Pay - After an employee has exhausted his sick leave with pay, he shall be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness, injury or pregnancy, upon written request, supported by medical evidence satisfactory to the Employer if the employee has reported such illness, injury or pregnancy to his Department Head by no later than the second day of absence; this right shall be limited to a total of 6 months in any 3-year period; further, if an employee returns to work from such a leave prior to his leave having expired, he shall not be entitled to offset the time not taken against the 6 month maximum. If the illness, injury or pregnancy, continues beyond six (6) months; the Employer may grant additional sick leave under this paragraph upon written request. At the Service Director's reasonable discretion, the Employer reserves the right to require the employee to be examined by a physician as provided in Paragraph 4 above, as a condition of his return to duty.

16.8 Effective January 1, 1999, employees shall have the option of converting up to eighty (80) hours of sick leave earned within the calendar year at the employee's current rate of pay and at the rate of two (2) hours of sick leave for one (1) hour of pay. The conversion must be requested in writing on the City form by November 30th of each year. The sick leave conversion shall be paid by December 31st of each year requested.

16.9 Employees with accumulated sick leave may take off one (1) personal health day per calendar year to be used at the discretion of the employee and to be charged against accumulated

sick leave. The one (1) personal health day may be used in partial or whole increments. Effective January 1, 2004, an employee who has accumulated sick leave of 240 hours or more at the end of the prior calendar year may take off an additional personal health day, chargeable to accumulated sick leave and an employee who has accumulated sick leave of 540 hours or more at the end of the prior calendar year may take off a third personal health day, chargeable to accumulated sick leave. Use of a personal health day shall not be counted against the Sick Leave Bonus under Article 15.

16.10 The City is willing to consider individual requests for sick leave pooling because of demonstrated personal hardship. It must be understood that the granting or denial of the request is solely at the reasonable discretion of the City and is not arbitrable. Should the City determine to discontinue the program for any individual or to limit it as it deems appropriate, that decision may be grieved but is not arbitrable.

Those members who wish to donate sick leave must maintain a balance of at least three (3) weeks of sick leave after the donation. Current balances of donee's vacation, comp time, and bonus vacation accounts must be disclosed to every donor prior to the donation. Under no circumstances will a member receive donated sick time until his/her sick bank is fully depleted.

ARTICLE 17. FUNERAL LEAVE

17.1 Employees shall be granted funeral leave time off with pay which shall not be charged against sick leave, as follows:

(a) In the event of the death of a spouse, child, brother, sister, parent, grandparent or grandchild, four days; and

(b) In the event of the death of a current mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law, four days.

17.2 Employees will be permitted with proper authorization to take additional days for funeral leave when necessary which shall be charged against accumulated sick leave.

ARTICLE 18. HOLIDAYS

18.1 All employees shall be entitled to twelve (12) paid holidays and two (2) personal days as follows:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Employee's Birthday
Personal Days — Two (2)

These are the holidays for this unit, regardless of the holidays allowed to any other employees of the City.

18.2 An employee shall be entitled to twelve (12) paid holidays, provided said employee worked on his regularly scheduled days before and after any one of such twelve (12) paid holidays. This attendance requirement may be excused if the absence is due to a legitimate illness or injury and a doctor's certificate is provided, or for approved vacation leave or personal days.

18.3 If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday.

18.4 Personal days will be granted contingent upon operational needs and a written request by the employee being submitted for consideration at least two (2) days prior to the date being requested. If the operating needs of the Department cannot be met because there are too many requests for a specific day, or for any other reason, the request will be considered and approved in accordance with seniority guidelines.

ARTICLE 19. VACATION

19.1 Definitions:

1) Vacation leave means leave pay granted to full-time employees of the bargaining unit as a reward for satisfactory service and as an incentive for future service. Vacation leave is earned in each calendar year and is to be taken only in the following calendar year. Vacations are not cumulative and must be taken in the calendar year as due, except as otherwise provided herein.

2) Continuous Employment means, for purposes of vacation leave, an employee's period of employment with the City in which he is continuously employed by the City, including authorized leaves of absence up to one (1) year or when the employee is laid off due to a reduction of employees in the bargaining unit, provided however, such layoff time does not exceed two (2) years. Should the leave of absence exceed one year or the layoff exceed two (2) years, the rehiring of such employee shall constitute the start of a new period of employment for purposes of continuous service with the City. The period of layoff or authorized leaves shall not be considered as a break in service, however, time spent on leave or layoff shall not be credited towards continuous service.

19.2 Employees shall receive vacation leave according to the following formulas:

a) Each employee who has completed less than one (1) year of continuous employment beginning with the first date of his employment shall receive one workday off for each month worked but not more than eight (8) work days, with pay, and these days shall be taken in the following calendar year. The first full calendar year thereafter that the employee works, he shall be credited in the following calendar year, with a full two (2) week vacation, with pay, and thereafter.

b) Each employee of the bargaining unit who has completed six (6) years of continuous employment beginning with the first date of employment shall receive three (3) weeks vacation, with pay, after such anniversary date.

c) Each employee who has completed thirteen (13) years of continuous employment beginning with the first date of employment shall receive four (4) weeks vacation, with pay, after such anniversary date.

d) Each employee who has completed eighteen (18) years of continuous employment beginning with the first date of employment shall receive five (5) weeks vacation, with pay, after such anniversary date.

e) Each employee who has completed twenty-two (22) years of continuous employment beginning with the first date of employment shall receive six (6) weeks vacation, with pay, after such anniversary date.

19.3 The time of taking of vacations shall be subject to the approval of the appropriate department personnel. Vacation may be scheduled between employee's days off at his/her choice. Any vacation not taken during the year in which it was accumulated may not be taken thereafter.

19.4 After an employee has completed twenty-five (25) years of service with the Ohio Public Employee Retirement System (OPERS), he/she may elect at any time to work all or part of his/her scheduled vacation for the current year and receive payment for this unused vacation at a straight time rate of pay. Such converted vacation pay shall be considered pensionable to the extent allowed by OPERS.

ARTICLE 20. OVERTIME

20.1 The normal work week for regular full-time employees shall consist of forty (40) hours of work in five (5) eight (8) hour days, Monday through Friday. In addition, each employee shall receive thirty (30) minutes per day unpaid lunch break.

20.2 The Employer reserves the right to, as operational needs and conditions require, establish and change the hours of work and schedules of hours. Employees and the Union shall be notified in writing of any change, except when unforeseen and/or emergency situations prohibit the Employer from giving such notice. The Union may ask for a meeting with the Employer to discuss the situation, prior to any change.

20.3 Overtime — The Employer shall be the sole judge of the necessity for overtime. All overtime for members of this Unit shall be only as directed or authorized by the Service Director.

20.4 Except when Employer perceives that an emergency exists, Employer agrees that it will not assign members of Parma Service Workers Local Union 1 to perform duties normally performed by members of this unit.

20.5 All employees shall receive time and one-half (1½) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week. Hours taken off for authorized sick leave prior to incurring overtime shall count toward the 40-hour total; sick leave used following the overtime shall not count towards the 40-hour total.

20.6 An employee entitled to overtime compensation may elect to take compensatory time or overtime pay at the time and one-half (1½) rate, at the time worked within the pay period.

20.7 Compensatory Time — Employees who have earned overtime may credit such overtime to compensatory time off at the same rate at which it was earned. An employee may use compensatory time accrued at the time mutually convenient to the employee and his Supervisor or in the event of an emergency in the employee's family. The employee must request compensatory time off in writing at least forty-eight (48) hours in advance of the period such time off shall be desired (exceptions family emergency).

20.8 Employees may accumulate compensatory time for overtime hours worked up to a maximum of 240 hours. Any compensatory time older than three years will be paid by the end of 1999. The City may require the employee to schedule the use of compensatory hours; any accumulated hours over 240 will be paid by the end of each calendar year. The City may elect to pay any hours more than three years old.

20.9 There shall be no pyramiding of overtime.

ARTICLE 21. DEATH PRIOR TO RETIREMENT

21.1 Upon the demise of an employee while employed prior to retirement, his estate shall receive payment for accumulated unused sick leave, vacation leave, compensatory time, pro-rata longevity, pro-rata sick leave bonus, holiday pay or any other benefit which the employee banked as provided in this Agreement.

21.2 The employer will continue health benefits (Hospitalization/Medical, Dental, Vision and Prescription Drug) for a period of thirty (30) days from the date of the employee's death, for covered family members.

ARTICLE 22. LONGEVITY

22.1 All full-time employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule:

| | <u>Current</u> | <u>Effective 1/1/12</u> | <u>Effective 1/1/13</u> |
|---------------|---------------------|-------------------------|-------------------------|
| After 5 yrs. | \$300.00 per year | \$350.00 per year | \$400.00 per year |
| After 10 yrs. | \$600.00 per year | \$700.00 per year | \$800.00 per year |
| After 15 yrs. | \$900.00 per year | \$1,050.00 per year | \$1,200.00 per year |
| After 20 yrs. | \$1,200.00 per year | \$1,400.00 per year | \$1,600.00 per year |
| After 25 yrs. | \$1,500.00 per year | \$1,750.00 per year | \$2,000.00 per year |
| After 30 yrs. | \$1,800.00 per year | \$2,000.00 per year | \$2,000.00 per year |

22.2 Longevity payments shall be made in a lump sum on the 15th of the month in which the employee's anniversary date falls. If the 15th falls on a weekend or holiday, the payment will be made the next work day.

ARTICLE 23. JURY DUTY

23.1 An employee called for jury duty or subpoenaed as a witness for a City-related case shall be granted a leave of absence and shall be compensated at his regular rate of pay, provided;

- a) An employee must present verification of his call to jury duty or witness duty.
- b) If a witness, that his testimony was within the scope of his employment for the City and not a personal nature.

23.2 An employee who is required to appear in court for reasons outside the scope of his employment, other than jury duty, shall be granted vacation time or an excused absence (without pay), provided that:

Documentation is provided either in the form of a subpoena or a letter from a participating attorney, and; a written request for vacation time or an excused absence (unpaid) is made to the appropriate supervisor at least twenty-four (24) hours in advance.

ARTICLE 24. UNION CONFERENCE LEAVE

24.1 At the request of the Union, a leave of absence without pay shall be granted to the Union Steward or any employee required to attend a Union conference or convention, for a period not to exceed ten (10) working days per calendar year provided;

- a) Any request for union conference leave must be made at least ten (10) working days prior to the date of such leave, in writing.
- b) No more than two employees shall be allowed such leave at any one time.

ARTICLE 25. LIFE INSURANCE

25.1 The Employer shall provide and pay the cost of the existing \$25,000 Life Insurance Policy with an additional \$25,000 for Accidental Death and Dismemberment.

ARTICLE 26. MEDICAL INSURANCE

26.1 The City shall make available health insurance coverage, including prescription drug, dental and vision coverage for each full-time employee who elects coverage, whether single or family. The coverage provided to full-time employees shall be pursuant to the current annual healthcare coverage agreement between the City and the Joint Health Care committee.

26.2 The Employer reserves the right to continue to self insurance carrier, at its discretion, to provide such coverage.

If the cost of medical insurance coverage increases over the course of this agreement, the parties agree to meet for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternative coverage, alternate means of providing coverage and/or possible employee contributions to the cost. The Union recognizes the right of the Employer to secure alternative insurance carriers and to thereby modify insurance coverage provided the coverage is of equivalent or better benefits, which measures may be used to maintain or lessen costs.

26.3 Committee consisting of the Service Director or designee, Third Party Administrator, Benefits Administrator and two (2) Union Representatives shall be established to review regulations and policy decisions regarding the self-insurance plan.

26.4 If premium rates increase over the course of this Agreement, the Union and City will meet to discuss alternatives to maintain cost control, including, but not limited to, alternative insurance coverage, alternate means of providing coverage and/or possible employee contribution to the cost. Before implementing any of these changes, the City shall meet with the Union to discuss the health insurance; such meeting may include other employee representatives. The Union recognizes the right of the City to secure alternate insurance carriers, to self-insure any or all benefits and to modify insurance coverage of equivalent or better benefits, which measures may be used to maintain or lessen premium costs.

The City and the Union hereby establish a Joint Health Care Committee for the purpose of collecting and reviewing information about health care coverage and alternative options, including costs, adequacy of coverage, cost effectiveness of current and alternative coverages, and other issues under this Section.

The Committee will be composed of equal members of bargaining unit and City representatives and is responsible for making recommendations to the City and the Union which are strictly advisory. The Committee may invite outside resource people to attend its meetings and provide information.

The Committee will be trained in the principles of joint problem solving and will be responsible for scheduling meetings (at least quarterly unless agreed otherwise) and developing an agenda that will enable it to make its recommendations prior to contract negotiations. The City and Union may agree to invite other groups of City employees to participate subject to the Committee's determination on participation and limits.

26.5 Employees still in service to the City but eligible for Medicare, shall, in lieu of coverage under 26.1, apply for participation in Medicare; and the City shall reimburse full-time employees who are sixty-five (65) years of age or older and who are active employees on the payroll of the City, for all payments any such employee has actually expended under the federal medicare programs. Employees shall be eligible for reimbursement under this section only while they remain active employees of the City. Payment may be made directly by the City. Payment will

only be made upon receipt of a copy of the pertinent bill and/or satisfactory proof of its payment by the employee.

ARTICLE 27. SENIORITY

27.1 Seniority shall be defined as an employee's continuous length of service, effective from his date of hire and shall apply, unless specified otherwise. Job classification seniority is defined as an employee's length of service while holding the same classification and shall only be used for vacation scheduling. The type of seniority applied, depends on the question involved as governed by the provisions of this Contract.

27.2 An employee shall have no seniority for the initial probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

27.3 In case of Layoff, overall seniority (based upon date of hire), shall be retroactive to the date of hire.

27.4 In the event an employee is laid off without a projected return date, he/she shall receive payment on a pro rata basis for any earned but unused vacation and/or holidays as they are used.

27.5 The Employer shall provide the Union with a seniority list of all employees within the Bargaining Unit once a year, upon request. The seniority list shall contain the name, address, phone number, department or division, job classification, date of hire, date of classification and hourly rate of pay.

27.6 It is the obligation of each employee to keep the Employer advised of his current address and phone number and, for purpose of this Contract, the Employer may rely on the last address supplied by the employee.

27.7 The City shall give the Union and unit members to be laid off 20 days notice of its intent to lay off unit members. Members of the bargaining unit may volunteer to be laid off by seniority subject to the approval by the City. Further layoffs will be by inverse seniority, unless the Service Director decides the City's needs require otherwise after meeting with the Union Stewards and Union Representative.

27.8 The City will consider laid off employees for vacancies as "within the bargaining unit" for thirty (30) months after layoff.

27.9 Employees shall be recalled in the inverse order of layoff to their classification or to other qualified positions. An employee on layoff shall be sent a written notice of recall by certified mail return receipt requested, to the employee's last known address as shown in the City's personnel file. Upon receipt of the notice of recall, the employee shall have three (3) working days to notify the City of his recall intentions. The employee shall report to work within ten (10) working days of the notice unless the City provides an extension of time to return to work.

27.10 Health and life insurance coverage will continue through the remainder of the calendar month in which layoff occurs after all paid days of work, pro rata vacation and holidays are exhausted.

ARTICLE 28. STAND-BY PAY

28.1. The parties shall comply with relevant provisions of the Fair Labor Standard Act (29 C.F.R. 785.17) with respect to standby status and pay.

ARTICLE 29. PROFESSIONAL MEMBERSHIPS

29.01. The Employer shall pay the membership fee to one professional society/organization acceptable to the Service Director in each of three areas: streets, recreation, and golf. The Union may designate an employee in each category in whose name the membership may be designated; failing that, the person senior in the area may be designated.

ARTICLE 30. DRUG-FREE WORKPLACE POLICY

30.1 Policy Statement

Both the Union and the Employer recognize illegal drug an/or alcohol usage as a threat to the public safety and welfare and to the employees. The Employer will take the necessary steps, including drug testing, to eliminate illegal drug usage and abusive use and/or impairment due to alcohol. The goal of this policy is prevention, detection, deterrence and rehabilitation, rather than termination.

30.2 Definitions

The term “drug” includes cannabis as well as other controlled substances as defined in the Ohio Revised Code. The term “illegal drug usage” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug. The term “drug test” means a urinalysis test consisting of an initial screening (EMIT) test and a confirmation test employing the gas chromatography/mass spectrometry (GC/MS), utilizing urine samples collected according to procedures and chain of custody established by this policy.

30.3 Use of Alcohol and/or Drugs

Employees, while on duty or “on call”, shall not be under the influence of alcohol or drugs, nor have their ability to safely, efficiently and effectively perform the duties of their position impaired as a result of the use of alcohol or drugs. No Employee shall use, possess, sell, deliver or purchase an illegal drug during working hours (including duty-free rest and lunch periods).

30.4 Notice and Education of Employees Regarding Drug Testing

There shall be a thirty (30) day information distribution period prior to the implementation of testing under this policy for employees. All bargaining unit employees shall receive a copy of this policy. The Employer shall inform the employees concerning the impact of the use of drugs on job performance, the manner in which the test will be conducted, the reliability of the test performed, under what circumstances employees will be subject to testing, what the test can determine and the consequences of testing positive for illegal drug use. All new employees will be provided with this information, when initially hired. No employee shall be tested, until this information has been provided.

30.5 Basis for Ordering and Alcohol Or Drug Test

The Employer shall have the right to require mandatory blood and/or urine samples when the Service Director has reasonable suspicion that an employee is under the influence of drugs and/or alcohol, or that the employee's ability to safely, efficiently and effectively perform the duties of his position has been impaired as a result of the use of alcohol and/or drugs. As used herein, "reasonable suspicion" is a belief based upon objective and articulable facts.

Such "reasonable suspicion" may be based upon, but is not limited to, any one or more of the following circumstances: a) slurred speech, b) unsteady walk, c) an accident involving Employer owned property, d) physical altercation, e) verbal altercation, f) documentation of aberrant behavior; that which is so unusual or disruptive that it warrants summoning a supervisor or anyone else with authority, g) possession of alcohol or illegal drugs, h) excessive or unexcused absenteeism, i) excessive or unexcused tardiness, j) documented evidence of declining productivity. Further, an employee may be required to submit to testing upon return to duty after participation in a substance abuse rehab program and during a disciplinary probation for employees who have violated the drug and alcohol rules.

The circumstances supporting the allegation shall be reduced to writing signed by the Service Director and copied to the employee and the Union.

30.6 Urine Samples

Where urine or blood samples have been taken, the employee shall have the right to request split samples, with one half sent to the Employer's lab and the other kept frozen. (see 30.8)

Specimen collection will occur in a medical setting and the procedure should not demean, embarrass, or cause physical discomfort to the employee. Each step in the collecting and processing of the urine samples shall be documented to establish procedural integrity and the chain of evidence. The employee will complete a form indicating the use all, drugs currently being taken and identify the prescribing Physician. The employee designated to give a sample must be positively identified prior to any samples being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the employee tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab representative.

Upon request, an employee shall be entitled to the presence of a Union Steward or Representative, before testing is administered.

30.7 Testing Procedure

The laboratory selected by the Employer to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing (i.e., fully certified by the College of American Pathologists, or the Federal Certification Program).

The testing or processing phase shall consist of a two-step procedure:

1. Initial screening step; The EMT test detects the presence of drug cannabinoids from the urine sample.
2. Confirmation step; Gas Chromatography/Mass Spectrometry (GC/MS) is used to confirm the presence of an illegal drug.

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. Where a positive report of both EMIT and GC/MS is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitably-trained medical or scientific personnel prior to being reported. All unconfirmed positive test records shall be destroyed by the laboratory.

Test results shall be treated with the same confidentiality as other employees medical records. Test results used as evidence for disciplinary action, shall be entitled to the same confidentiality.

30.8 Split Sample

Split the sample is half and preserve one-half by freezing said sample. If the lab confirms a positive test, and the employee contends that he has not used illegal drugs; the employee may request the lab split the untested sample and submit a portion (one-half) for re-testing by a lab of the employee's choosing, so long as the lab is fully certified by the College of American Pathologist, or the Federal Certification Program, for re-testing and the cost for same to be fully paid by the Employee.

If the Employer or Employee objects to testing a sample which has been frozen, then the Employee shall have the right to request that his designated doctor or lab be given a sample of his specimen at the same time the original specimen is taken so that a separate test can be administered, and the cost of same be fully paid by the Employee.

30.9 Disciplinary Action

Employees who are found to be using alcohol and/or illegal drugs in any quantity may be subject to discipline up to and including dismissal at the City's sole discretion, provided, however, that for a first offense, voluntary self-referral and compliance with a rehabilitation program shall be considered as mitigating circumstances and the employee shall not be disciplined for the drug/alcohol abuse so long as he complies with the program and has no further offenses.

Refusal to submit to a drug test, or intentional or willful adulteration of, or switching a urine sample shall be sufficient and just cause for discipline up to and including dismissal at the City's sole discretion.

This policy, and the fact that an employee may have been under the influence of alcohol or drugs, shall not be used as a defense to, and shall not prevent the City from disciplining an employee for conduct which is otherwise grounds for discipline, even for a first offense.

30.10 Right of Appeal

An employee disciplined as a result of a drug test has the right to challenge the results of such drug test through the Grievance Procedure provided in this Agreement; however, the Employee shall have the burden of proving that the test results on which the City relied on were clearly in error.

30.11 Voluntary Participation in a Treatment Program

Employees who may be alcohol and/or drug dependent are encouraged to voluntarily seek professional assistance through a treatment and rehabilitation program and the Employee's Assistance Program voluntary assistance should be sought before the alcohol and/or drug abuse affects job performance or endangers fellow employees or members of the public.

Participation in the program is voluntary and strictly confidential. The Employer shall not have access to the program's files and records. However, the Employer shall be advised when an employee is hospitalized or is an out patient as part of alcohol or drug dependency rehabilitation. Also, upon written request and consent of the participating employees, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

Should permission to return to duty following rehabilitative treatment be granted, the employee shall be required to actively continue in a recognized abuse program monitored by the EAP and may be required to undergo three (3) random urine tests within a one (1) year period starting from the date of return to duty.

If an employee who has returned to duty following rehabilitative treatment again uses illegal drugs or abuses alcohol, the Employer shall have the sole discretion in determining whether the employee involved shall again have additional rehabilitative treatment or shall be immediately discharged.

Illegal drug use or alcohol abuse or participation in any substance abuse rehabilitation program will not preclude disciplinary action against employees for any law or rule violation or for a failure of adequate job performance even though such may have been connected in part with drug abuse, and/or even if the rehabilitation program is voluntarily undertaken.

30.12 Right of Union Participation

At any time, the Union, upon request, will have the right to impact and observe any suspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of his information is authorized by the employee involved.

30.13 Conviction of Crime

Any employee convicted of the violation of a criminal drug statute must notify the Service Director within 5 days of the conviction.

ARTICLE 31. WAGES

31.1 Group A—Supervisors—Includes: Service Supervisor, Streets Supervisor, Recreation Supervisor, Park Supervisor-Coordinator, Greenskeeper, VMO/Sign Ship Supervisor, Mechanic Supervisor and Sewer Supervisor

Group B—Supervisors—Includes: Recreation Foreman, Service/Street Foreman, and Mechanic Foreman

31.2 Annual salaries for employees within this unit shall be as follows:

| Effective | 1/1/15 | 1/1/16 | 1/1/17 |
|-----------|-------------|-------------|-------------|
| | (0%) | (1%) | (2%) |
| Group A | \$66,622.66 | \$67,288.89 | \$68,634.67 |
| Group B | \$61,465.04 | \$62,079.69 | \$63,321.28 |

Bi-weekly salary is the annual salary divided by 26.

31.3 When an employee is assigned to or called to fill a second or third shift, the employee will be paid an hourly shift differential of \$0.35 for second shift and \$0.45 for third shift.

ARTICLE 32. ASSIGNMENT OF DUTIES

32.1 An individual appointed to a position within one of the groups designated in paragraph 31.1 above, may be assigned, temporarily or permanently, to the duties of another position within the same Group, as the City deems necessary, and the employee shall receive the same rate of pay. An individual appointed in the Foreman Group designated in paragraph 31.1, above, may also be assigned temporarily or from time to time to the duties of a person in the Supervisor Group, provided that, when the assignment has been made at the direction of the Service Director, the employee shall be paid at the rate of pay applicable to the supervisors Group for the time spent on such duties.

ARTICLE 33. MILITARY LEAVE

33.1. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, Ohio Naval Militia, or members of other reserve components of the armed forces of the United States

of America are entitled to a military leave of absence from their duties without loss of pay (“without loss of pay” means the difference between their military pay and their regular City pay), for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours.

ARTICLE 34. UNION REPRESENTATION

34.1 The City recognizes the right of the Union to select Local Officers, Union Stewards and Alternate/Assistant Union Stewards to represent employees as to any and all grievances arising under this Contract.

34.2 The Steward shall process grievances and attend meetings provided for in the Grievance Procedure set out in the Contract, without loss in regular straight-time pay. The Stewards shall process grievances with proper regard for the City’s operational needs and work requirements, and shall cooperate in good faith with the City in keeping to a minimum the time lost from work due to grievance handling. All such activity will be with prior permission of the Steward’s supervisor and shall be logged on forms provided by the City for that purpose. It is the mutual responsibility of the City and the Union to cooperate in good faith to provide a fair and timely grievance proceeding. The preparation of grievances shall be during non-working hours.

34.3. The Alternate Steward shall act as Steward when the Steward is absent. It is the responsibility of the Union to have a Steward or Alternate Steward assigned to each work location. A Local Union Officer may act as a Steward, and will notify the City of any change in such list.

34.4. An employee has the right, upon request, to the presence and advice of a Union Steward or other Officer at any investigative hearing which may lead to disciplinary action, or at any subsequent disciplinary hearing.

ARTICLE 35. UNION VISITATION & BULLETIN BOARD

35.1. The Local Union Officer shall be admitted to all facilities and sites of the City where bargaining unit members regularly work, during normal working hours, upon giving reasonable advance notice and obtaining approval of the Department Head or his designate. Such visitations shall be for the purpose of ascertaining whether or not this Contract and/or safety regulations are being observed by the parties, to participate in the adjustment of grievances or to attend other meetings as provided herein. At no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way, unless expressly permitted by the Employer.

35.2. The City shall provide the Union with a Bulletin Board at mutually selected locations. Provided that:

A) No notice or other writing may contain anything political or critical of the City or any City Official, or other institution, or any employee or other person;

B) All notices or other material posted on the bulletin board must be signed by the President or an official representative of the Union;

C) Upon request from the Department Head or his designate, the Union will immediately remove any notice or other writing that the City believes violates this Article, but the Union shall have the right to appeal such action through the Grievance Procedure.

ARTICLE 36. EMPLOYEE REVERTING FROM MANAGEMENT POSITION

36.1. Employees accepting a management (non-Union) level position within the Department of Public Service shall maintain and accrue seniority during such appointments. An employee reduced from the management level position or terminated from that position at the pleasure of the City will be allowed to return to a vacant bargaining unit position. Should the City have no vacancy, the employee will be able to return to a newly vacant position for up to two (2) years. Accrued seniority will apply for benefit purposes only after return to the bargaining unit. Employees accepting a management (non-union) level position within the City of Parma after February 1, 2008 shall only have one year from the date of separation from the union position to return to a vacant position in the bargaining unit. After one year, all seniority rights in this bargaining unit will start from zero time, regardless of classification or department.

ARTICLE 37. POLITICAL ACTIVITY

37.1 The rules and regulations under Ohio Administrative Code 123:1-46-02 (Political activity of employees in the classified service) shall govern the political activity of all employees.

ARTICLE 38. DISCIPLINE

38.1 Discipline is defined as any documented oral or written warning, suspension, discharge, or demotion for just cause.

38.2 An employee who is disciplined shall be disciplined within thirty (30) working days of the Employer's knowledge of the facts behind the event(s) upon which the discipline is based, except for accidents/injuries or certain employee conduct that at the same time may constitute an offense punishable by law, which may require further investigation and review by the Department Head and/or Law Department personnel. This time limit may be waived by mutual agreement of the City and the Union, in writing. In the case of suspension or discharge, the employee has a right to have a Union Steward or Officer present, upon request, and will be permitted to discuss his suspension or discharge in an area provided by the City before he is required to leave the premises. (Exception: Where an employee has been involved in fighting or other threatening situation, he shall be immediately removed from the work site or facility.) If a Steward is being disciplined, he has a right to be represented by a Union Officer.

38.3 An employee who is disciplined shall be given a written notice stating the reason for the disciplinary action. The Union shall receive copies of all disciplinary notices given to the

employee. All suspensions shall be for a specific period of time. Any disciplinary action may be reviewed through the Grievance Procedure.

38.4 An employee shall be entitled to written notice of the charges against him and shall be given an opportunity to respond to the allegations against him, before the disciplinary action is imposed. In the case of an investigatory interview which may lead to disciplinary action, the employee has the right to have a Union Steward or Officer present, upon request.

38.5 Pursuit of a grievance shall be an Employee's exclusive recourse in connection with any discipline; any rights of appeal under Civil Service Law are waived.

ARTICLE 39. WORKING CONDITIONS

39.1 The Employer agrees to maintain safe working conditions and/or vehicles. In the event a situation is determined to be unsafe by a bargaining unit employee, the employee shall notify his supervisor immediately. Any grievance alleging unsafe working conditions will be handled on an expedited basis with City safety personnel investigating the job, if possible, on the same day it is protested.

39.2 Provided that the employee has notified his supervisor of an alleged unsafe condition, the employee shall not be required to perform the work, but shall be assigned alternative duties without loss in pay until the investigation can be completed and/or the unsafe working condition corrected.

ARTICLE 40. ALLOWANCES

40.1 Members of this bargaining unit that are required by the Services/Safety Director to carry a phone while on off-duty status, shall receive an additional allowance of one thousand forty dollars (\$1,040.00) or any portion of year (pro-rata) computed at the rate of twenty dollars (\$20.00) per week as a phone/call allowance. Effective 2008, the amount is increased to one thousand, two hundred and forty-eight dollars (\$1,248.00) per year or twenty-four dollars (\$24.00) per week. Those not required to carry a phone will receive a call allowance of eight dollars (\$8.00) per week in recognition of their responsibility to handle irregular calls. This phone/call allowance shall be paid once a year on or before July 1st.

40.2 A clothing allowance of \$900 shall be paid to each employee annually, effective calendar 2006. The employee will be required to wear uniforms as designated by the City, the uniforms to be leased or purchased by the employee.

ARTICLE 41. RESIDENCY

41.1 Per codified ordinance. See attached.

ARTICLE 42. CITY OWNED VEHICLES

42.1 Letter of intent by Service Director and agreed upon by the Local.

ARTICLE 43. DURATION

43.1 This Agreement represents the complete Agreement on all matters subject to bargaining between the City and the Union and shall remain in full force and effect until October 31, 2017.

IN WITNESS WHEREOF, the parties have herein subscribed their names this _____ day of _____, 2016.

FOR THE CITY OF PARMA:

FOR THE UNION:
MUNICIPAL FOREMEN &
LABORERS' UNION
LOCAL 1099

By: _____

PAUL WELLS, BUSINESS MANAGER

AMENDMENT – 2016 CONCESSIONS

The parties agreed that the following are terms of this Agreement:

Article 16, Section 16.8 – Sick Leave:

With the exception of employees who retire in calendar year 2016 and 2017, employees may convert no sick leave cash during calendar year 2016.

Article 40, Section 40.2 – Clothing Allowance

Employees will not receive a clothing allowance in calendar year 2016.

Wages:

- 2015 – 0%
- 2016 – 1% (Retroactive from January 1, 2016)
- 2017 – 2%