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COLLECTIVE BARGAINING AGREEMENT

between

CITY OF PARMA

and

OHIO COUNCIL 8

and

AFSCME

LOCAL 3924

(City Hall)

Effective November 1, 2011
Expires October 31, 2014

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ARTICLE 1. PREAMBLE

This Contract is made between the City of Parma (hereinafter referred to as the "Employer" or the "City") and Ohio Council 8 (hereinafter referred to as "Ohio Council 8") and Local 3924 of the American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union.") The use of male or female pronouns or adjectives is without gender unless otherwise indicated. The term "employee" or "employees" where used refers to all employees in the bargaining unit.

ARTICLE 2. RECOGNITION

The City recognizes the Union as the exclusive representative as required by the State Employment Relations Board Directive dated September 22, 1993 in SERB Case No. 93-REP-01-0004. The parties have jointly submitted a Petition for Amendment of Certification to SERB. Upon the acceptance of the Amendment of Certification by SERB, the parties agree to reopen the Agreement for purposes of amending this recognition clause.

ARTICLE 3. NON-DISCRIMINATION

Section 1. The City and the Union agree not to unlawfully discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, disability, or sex.

Section 2. The Union agrees that the City may make reasonable accommodation because of disability or religion. The City will notify the Union prior to implementing any accommodation which impacts the terms and conditions of employment provided in this Agreement.

Section 3. The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

Section 4. The City recognizes the right of all employees to be free to join the Union and to participate in lawful concerted Union activities, or to refrain from such. Therefore, the City and the Union agree that there shall be no discrimination, interference, restraint, coercion or reprisal by either the City or the Union against any employee or any applicant for employment because of Union membership or non-membership, or because of any lawful activity on behalf of the Union except as expressly provided herein.

ARTICLE 4. DUES DEDUCTION AND FAIR SHARE FEE

Section 1. During the term of this Agreement, the City shall deduct initiation fees, assessments levied by the Union, and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said

deductions. No new authorization forms will be required from any employees in the bargaining unit for whom the City is currently deducting dues.

Section 2. The initiation fees, dues, or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the City in advance, the amounts due, and the employees involved.

Section 3. The City shall deduct the amounts due in equal amounts from the first two pays in each calendar month. If an employee has no pay due for that pay period such amounts shall be deducted from the next or subsequent pay periods.

Section 4. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall, barring unusual circumstances, be tendered to the Union's designee within thirty (30) days from the date of making said deductions, together with an alphabetical listing of employees whose payments are included in the check with social security numbers and amounts of payment by individual.

Section 5. All bargaining unit employees who are not members in good standing with the Union, shall be required to pay a fair share fee to the union as a condition of continued employment. The fair share fee shall be paid beginning the calendar month at least sixty-one (61) days, from the employee's hire date or the execution of this agreement, whichever is later. All fair share fee provisions are subject to Ohio Revised Code Section 4117.09. The fair share fee amount shall be certified to the City by the Union. The deduction of the fair share fee from any employee's earnings shall be automatic and does not require written authorization for a payroll deduction. Payment to the Union of the fair share fees deducted shall be made in accordance with the Union dues deduction, as provided herein. In addition, the City shall provide the Union with an alphabetical list of the names, social security numbers, and addresses of those employees who had fair share fee deductions along with the amount of the fair share fee deduction.

Section 6. Employees may authorize the City to deduct voluntary contributions to the Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) by payroll deduction (check-off), upon receipt of the employee's P.E.O.P.L.E. deduction authorization, the City shall make the deductions and remit monthly to P.E.O.P.L.E. all such deductions. P.E.O.P.L.E. contributions shall be deducted and processed separately from dues or fair share fee deductions.

Section 7. The Union and Ohio Council 8 hereby agree to hold the City, including its employees and elected officials, harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article. The Union and Ohio Council 8 shall indemnify the City for any such liabilities or damages that the City may incur including any costs, damages, expenses and attorneys fees, including in the defense of any suit, claim or administrative proceeding.

ARTICLE 5. NO STRIKE

Section 1. The City and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the City and the Union to avoid work stoppages and strikes.

Section 2. Neither the Union nor any member of the bargaining Unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or other unlawful interference with the normal operations of the City for the duration of this Agreement. A breach of this article is just cause for discipline, including immediate discharge.

Section 3. The Union shall, at all times, work to continue operations in a normal manner and shall actively discourage any attempt to prevent any violation of this Article. In the event of a violation of this Article, the Union shall immediately notify all employees that the strike, work stoppage or slowdowns, or other unlawful interference with normal operations of the City is in violation of this Agreement, unlawful, and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

Section 4. The City shall not lock-out any employees within the bargaining unit for the duration of this Agreement.

ARTICLE 6. UNION PRIVILEGES

Section 1. The City shall provide the Union with bulletin board space located in the City Hall, Recreation facility, Senior Citizens Center, Police Station, Community Development facility, and Fire Station #3.

Section 2. The City will allow Union meetings on City property provided the meetings shall be conducted so as not to interfere with the normal operations of the City and that the Union gives notice of its request in advance as may be required by the City.

Section 3. The City shall provide the Union with an internal mailbox at the City Hall for use during the term of this Agreement.

ARTICLE 7. UNION REPRESENTATIVE

Section 1. Employees selected by the Union to act as Union Representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards." Each Steward shall have an alternate who shall act only as Steward when the regular Steward is absent from work. The Union President or Vice-President may act as a Steward in the absence of the Steward and alternate.

Section 2. The City shall recognize four (4) Stewards.

Section 3. The Union Representative as described in Section 1 of this Article shall attend meetings at which the City requests the Union's presence without loss of pay if scheduled during his normal working hours. The Union Representative shall be allowed reasonable time to process grievances during his normal working hours without loss of pay. While it may be necessary for the Union Representative to leave his assignment to perform Union business, the Union recognizes the operational needs of the City and will keep to a minimum the Union Representative's time away from work. The Union Representative shall obtain the approval of his supervisor before leaving his duties.

Section 4. When there is a layoff the following Union officers shall be retained in preference to all other employees provided the City determines they can perform the available work: President, Vice-President, Secretary and Treasurer.

ARTICLE 8. EMPLOYEE RIGHTS

Section 1. An employee may, upon request, have a Union representative present at any meeting which deals with possible disciplinary action of the employee. Requests for representation shall not be made in such a way as to delay hearings. The City shall notify the Union prior to recording any pre-disciplinary hearing. Any verbatim transcript of such a meeting may not be admitted in any proceeding without the consent of the City and the Union. The appearance of the Union representative will be with pay if during his normal working hours.

Section 2. An employee who is to be questioned as a suspect in an investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 3. An employee will be informed of the nature of any investigation of himself prior to any questioning or meeting. Prior to any disciplinary hearing that may result in a demotion, suspension without pay, or termination, a detailed written summary of the alleged misconduct, including the range of potential discipline, shall be put in writing with notice to the Union by personal delivery to a Union officer and by personal delivery to the employee or by hand delivery or U.S. mail to the employee's last known address if the employee is not at work, at least 48 hours in advance of such hearing, excluding holidays and weekends.

The City has the right to suspend an employee pending any hearing and disciplinary decision. The suspension will be with pay unless the discipline issued by the City, if any, after notice and hearing, includes days off without pay, which may include one or more days of pre-hearing suspension.

Section 4. An employee shall have a reasonable opportunity to review his/her individual personnel records as maintained by the City. Copies of all written material provided to a third party, except references and credit information, shall also be mailed to the employee involved.

Section 5. An employee shall, upon request, be provided with a copy of any document concerning the performance of his/her duties or character placed in his/her formal

personnel file, and shall have the right to have placed in such file his/her statement concerning any such document.

Section 6. It is recognized that an employee who lists the City as a current or past employer is impliedly consenting to the City's disclosure of information relevant to job performance and salary history to the person or organization to whom the fact of the employment relationship has been provided by the employee and that an employee who has applied for a loan has impliedly consented to the City's disclosure of salary and employment information. A written disclosure made to a potential employer pursuant to this section which refers directly or indirectly to an entry to which an employee has responded, shall enclose any relevant documents submitted by the employee pursuant to this Article. Any documents with respect to a grievance may not be provided to a prospective employer except with the express written consent of the employee.

Section 7. At the employee's request, on or about March 1 of each year, written reprimands and written records of verbal reprimands which have not, of themselves, been the basis for more serious discipline, and written documents concerning compliments or commendations, any of which is dated more than eight years prior thereto, shall be removed from an employee's personnel file and shall, thereafter, not be considered as a basis for assessing discipline or degree of discipline against that employee in any future disciplinary actions against that employee.

ARTICLE 9. GRIEVANCE PROCEDURE

Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a Union Representative as defined in Article 7, Section 1.

Section 2. For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from only the misapplication or misinterpretation of the specific and express written provisions of this Agreement. An employee may also grieve a verbal or written reprimand if it is a formal discipline, a suspension or discharge.
- b) Grievant - The "grievant" shall be defined as an employee, group of employees or the Union.
- c) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays when City Hall is closed.
- d) "Elected Official" shall be defined as

Law Director for employees of the Law Director;

Auditor for employees of the Auditor;

Treasurer for employees of the Treasurer; and

Mayor for all other employees in the bargaining unit.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure:

- a) All written grievances shall include: the name and position of the grievant; the provisions of this Agreement which were misapplied or misinterpreted; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible, if known to the grievant; and the redress sought by the grievant.
- b) Except at Step 1, all decisions and appeals shall be rendered in writing at each step of the grievance procedure. Each decision and grievance meeting notice shall be transmitted to the grievant and the Union.
- c) If a grievance affects a group of employees working in different locations with different supervisors, or associated with an employer-wide controversy, it may be initially submitted at Step 3.
- d) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the City and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant, and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the City or Union in future proceedings.
- e) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under the law, except that any employee who pursues any other available remedy, other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure. The parties agree that the Civil Service Commission has no jurisdiction to hear any matters which may be grieved under this procedure.
- f) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the City fails to reply within the specified time limit, the grievance shall automatically proceed to the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual agreement.

- g) The processing of grievances shall be conducted on non-working hours, except when circumstances require that they be prepared on work time. Processing of grievances shall be construed as the attendance at or presentation of grievances at the formal steps in the grievance procedure.
- h) This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- i) Probationary employees shall not have the right to utilize the provisions of the grievance procedure for the purpose of grieving probationary removals, demotions, or other disciplinary actions.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1 An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and the Union Representative, if requested, within five (5) days of the notice from the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2 If the grievance is not resolved informally in Step 1, it shall be presented in writing to the grievant's Appointing Authority (which may be his immediate supervisor) or his designee within fifteen (15) days of the occurrence of the facts giving rise to the grievance. The Appointing Authority or designee shall convene a meeting within ten (10) days of receipt of the appeal with the Grievant, Union President and Steward. The Appointing Authority or designee shall issue a written decision to the grievant and Union within ten (10) days of the meeting.

Step 3 If the Union is not satisfied with the written Step 2 decision, a written appeal of the decision may be filed with the Elected Official as defined in Section 2(d) within five (5) days from the Step 2 answer. Copies of the answers shall be submitted with the appeal. The Elected Official or designee shall schedule a meeting within ten (10) days of the receipt of the appeal in an attempt to resolve the grievance issues. The Union President and a representative of Ohio Council 8 shall attend such a meeting. The Elected Official or designee shall issue written results to the grievant and the Union within fifteen (15) days of such a meeting. If the Union is not satisfied with the results in Step 3, the Union may elect to proceed pursuant to the Arbitration/Mediation Procedure of Article 10.

Section 5. Up to the appeal to Step 3, the City may require and the Union shall have the right to modify a pending grievance in order to clarify pertinent procedural matters in a grievance, such as Section allegedly violated or the requested remedy, provided, however, that the basic issue raised by the grievance is not changed.

ARTICLE 10. ARBITRATION/MEDIATION PROCEDURE

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, or those steps are mutually waived, then within thirty (30) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration/mediation. Within this thirty (30) day period, the parties may meet to attempt to mutually agree upon an arbitrator and a mediator. If agreement is not reached on an arbitrator, the parties will promptly request the American Arbitration Association to submit a panel of arbitrators for selection.

If the parties do not agree upon a mediator, the parties will contact FMCS to request its mediation services. All grievances appealed to arbitration will be referred for mediation so 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. If the grievance is not resolved in mediation, if the Union wishes to submit the grievance to arbitration, it must tender to the City a written notice requesting arbitration within twenty (20) days of the mediation conference.

Section 2. 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. The arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties. This arbitration article is limited to those grievances arising from the misinterpretation or misapplication of the specific and express written terms of this Agreement or written reprimands, suspensions, or discharges.

Section 3. Arbitration hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 4. The fees and expenses of the mediator and arbitrator and the cost of the hearing room will be shared equally. Should either party elect to have a court reporter present, the fees and expenses of the reporter will be the responsibility of the requesting party unless the arbitrator requests a copy of the transcript; if the arbitrator so requests, the fees and expenses of the reporter, including the cost of preparing the transcript, will be shared equally. No court reporter or other recording will be allowed of mediation. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5. The City and the Union will cooperate to schedule any mediation and the arbitration hearing so as to minimize any impact on the duties of grievant(s), witnesses, and Union and City representatives. A City employee requested to appear at the arbitration hearing by either party shall attend without the necessity of a subpoena. The City shall compensate those employees who are on duty at the time of the arbitration hearing at their regular hourly rate for all hours during which his attendance is requested, provided the request is made in good faith and his presence is necessary. At no time shall the number of employees in attendance, in addition to the Union representative and grievant, exceed two (2) employees. It is agreed that the

calling of witnesses shall not interfere with the operations of the Department but there is no limit on witnesses that either party may call.

Section 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 7. The Union and Ohio Council 8 agree to indemnify and hold the City harmless against any and all claims, demands, suits, costs, expenses, or other forms of liability that may arise out of any determination that the Union and/or Ohio Council 8 failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration/Mediation procedures provided for in this Agreement.

ARTICLE 11. PROBATIONARY PERIOD

Section 1. New employees shall be considered to be on probation for a period of one (1) calendar year from first day of work.

ARTICLE 12. SENIORITY

Section 1. Job classification seniority is defined as an employee's length of service while holding the same job classification. City seniority shall be defined as an employee's continuous length of service with the City, beginning from his date of hire. The type of seniority applied depends upon the question involved as governed by the provisions of this Agreement.

An employee who is on an approved leave of absence as provided herein shall accumulate seniority during the entire leave. A part-time employee who moves to a full-time position in the same classification shall receive pro-rata job classification seniority and pro-rata City seniority credit for all time worked. A part-time employee who moves to a full-time position in a different job classification will receive pro-rata City seniority for all time worked as a part-time employee.

Section 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.

A part-time employee of the City who is awarded a bargaining unit position shall receive no City seniority for time worked outside the bargaining unit. However, beginning April 1, 2000, a City employee who is awarded a part-time bargaining unit position will receive credit for pay and part-time benefit purposes for City employment during the two years immediately preceding the job award. Such service credit will be added to any bargaining unit service for pay and benefit purposes only upon award of a full-time bargaining unit position.

Section 3. Continuous service and seniority shall be broken when an employee:

- (a) Resigns;

- (b) Is discharged for just cause;
- (c) Is laid off for a period equal to his/her City seniority at the time of layoff or twenty-four (24) months, whichever is less, or;
- (d) If upon receipt of the notice of recall sent by certified mail to the employee's last address in the City's personnel file, the employee fails to notify the City of his intentions within three (3) working days or fails to report to work within ten (10) working days unless the City provides an extension of time to return to work or the employee is unable to work due to a medically proven disability.

Section 4. The City shall provide the Union with a current seniority list within sixty (60) calendar days after the signing of the Agreement and annually thereafter. The Union and the employees shall have sixty (60) calendar days to review the list for problems or concerns. Should no grievance be filed concerning the seniority list within the sixty (60) day period, the list will be final and conclusive unless the Union and City later agree upon the correction. The seniority list shall be made up by job classification and shall contain, in order of date of hire, the employee's name, Department, job classification seniority, and designation as to full or part-time status. The City shall provide the Union President with a copy of the seniority list on a quarterly basis.

ARTICLE 13. LAY-OFFS AND RECALL

Section 1. For purposes of this Article, students and seasonal employees have no seniority or seniority rights, part-time employees shall have seniority rights only as against other part-time employees, and full-time employees shall have seniority rights as against other full-time employees and all part-time employees.

Section 2. Whenever the City reduces its workforces, the employees will be laid off in the following order within job classification and department:

- a) Students;
- b) Seasonal employees;
- c) Part-time employees who have not completed their probationary period;
- d) Part-time employees who have completed their probationary period;
- e) Full-time employees who have not completed their probationary period;
and
- f) Full-time employees who have completed their probationary period.

Section 3. Employees shall be laid off on the basis of their City seniority. When the seniority of two or more employees is equal, employees shall be laid off by the drawing of lots.

Section 4. In the event the employee cannot hold his present classification he shall have the right to “bump” an employee within the bargaining unit with lesser seniority so long as the City determines the person has the ability to properly perform the duties of the job. An employee who is bumped may bump the least senior employee whose duties the City determines he has the ability to properly perform and who is junior in the City seniority. It shall be at the option of the laid-off employee as to whether he shall exercise his seniority rights to bump into another classification or to take a direct layoff from the City.

Section 5. The City will consider laid off employees for vacancies as “within the bargaining unit” under Article 14 for thirty (30) months after layoff.

Section 6. 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 holidays as it is used.

Section 7. Employees shall be recalled in the inverse order of layoff to their classification or to other qualified positions as defined in Section 4. 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.

Section 8. 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.

Section 9. The City shall notify the Union in writing of any layoff within the bargaining unit at least three weeks prior to the effective date of the layoff, with written notice to those employees that will be laid off. The City and the Union will meet to review the exercise of bumping rights. Should the City reduce the extent or delay the timing of the layoff, no new notice will be required and affected employees will be notified in writing of any revisions. After the initial notification of layoffs, should the City increase the number of employees to be laid off, the above minimum three week notification requirements shall be followed for any employees added to the layoff. All bumping shall be completed by the layoff date.

ARTICLE 14. VACANCIES AND JOB POSTING

Section 1. For the purpose of these provisions a “vacancy” is defined as the City determining to fill a particular job. Job classification is defined as same job title within the department.

Section 2. Whenever a vacancy occurs within the bargaining unit, notice of such vacancy shall be posted on all Union bulletin boards by the City for a period of at least five (5) consecutive working days, not including the date of posting. A copy of the posting shall be provided to the Union. During the posting period anyone may apply for the vacant position by submitting a written application, on forms provided by the City, to the person designated in the

posting. Postings shall contain the requirements of the job, scheduled hours, promotional probationary period, the opening and closing dates of job bidding, and the rate of pay.

Job postings by the City and job bids by employees shall remain in effect for ninety (90) days from the date of the end of the bidding period. All qualified employees who are interested are encouraged to apply since subsequent vacancies arising in the same job classification within ninety (90) days of the end of the bidding period will be filled using applications from the first posting and need not be reposted.

Section 3. All applications filed in a timely manner will be reviewed by the City. Applications from employees within the bargaining unit will be considered first before any other applications. Outside applications will not be provided to the hiring decision maker for the City until it has been determined there are no qualified bargaining unit employees. The job shall be awarded within ten (10) working days to the bargaining unit applicant deemed best qualified by the City after considering all qualifications including City seniority. However, in awarding the position, the City will give preference to a full-time applicant unless the City deems a part-time applicant to have substantially greater qualifications. The City shall notify the Union of the name of the applicant selected or that no one was selected and the results shall be posted on all Union bulletin boards. If the City requires a test not administered by the Parma Civil Service Commission, it will be administered by the Human Resources Department, and, the Union President, upon request, shall receive a copy of the test, the answers and each applicant's score. If the City determines there are no qualified bargaining unit applicants, the City may fill the vacancy pursuant to Civil Service guidelines.

Should a non-bargaining unit applicant be selected over a bargaining unit applicant, the Union, on behalf of the membership, may file a grievance if the Union believes the above procedure was violated.

Section 4. A selected applicant who is not moved to the new position within fifteen (15) work days following his/her appointment shall be paid as a temporary transfer under Article 15, Section 3.

Section 5. Any existing City employee selected for a vacancy shall serve a promotional probationary period of up to sixty (60) calendar days from the first work day in the new position. An employee who fails to qualify during this promotional probationary period as determined by the City or who voluntarily requests failure, shall be returned to a position comparable to his former position. An employee shall have fifteen (15) calendar days to request to be returned to his former position and pay.

Section 6. In addition to non-probationary employees, all employees who have completed their initial probationary period as provided in Article 11 shall be eligible bargaining unit applicants for promotions. However, if the City determines that there are no qualified bargaining unit applicants for a vacancy other than probationary employees who have not completed their initial probationary period, the City may consider these employees as qualified bargaining unit applicants.

ARTICLE 15. TEMPORARY TRANSFER

Section 1. The City may temporarily transfer employees to a different classification. A temporary transfer of greater than one day to a higher rated classification shall be first offered to the most senior qualified employee within the Department whom the City determines can properly perform the work. If no qualified departmental bargaining unit employee is available, the city will select a qualified bargaining unit employee whom the City determines can properly perform the work.

Section 2. A temporary transfer will not exceed thirty (30) working days except to fill a vacancy caused by an employee on sick or other approved leave of absence. An employee who is assigned the duties of someone absent from the department for vacation expected to be ten (10) working days or less, or for other absence expected to be five (5) working days or less, is not a temporary transfer.

Section 3. If an employee is temporarily transferred to a classification other than his own, he shall be paid his regular rate of pay except if he is transferred to a higher paying classification, he shall be paid at the lowest step of that job that is greater than his regular rate of pay.

ARTICLE 16. NEW AND CHANGED JOBS

Section 1. If the City establishes a new job classification and it is within the general scope of the work now performed by the bargaining unit, the City will notify the Union of the job content and pay structure before posting the job. The Union may request a meeting with the City to discuss the pay structure not later than the next labor/management meeting. If the Union is not in agreement with the rate of pay for the job, the City may implement the new job and the Union can file a grievance at Step 3 of the grievance procedure within thirty (30) calendar days following the termination of discussions. The Union shall have the burden of proving that the rate of pay is unreasonable based on the City's management considerations. If the arbitrator finds the City acted reasonably, the arbitrator's award shall be final and binding. If the arbitrator finds the City to have acted unreasonably, the City may modify or eliminate the job at its discretion and subject to further grievance as above. Any pay structure agreed to by the City and the Union or established by the grievance procedure shall become part of the wage schedule of this Agreement, provided, however, that the City shall have the right to contest whether the job in question is (a) entitled to coverage under the collective bargaining act or (b) properly included within the unit; such issues may be determined by State Employment Relations Board and not subject to grievance.

Section 2. Nothing in this Article shall be deemed to apply to changes in work which occur in the method of operation, tools, or equipment of a job, or any future change of duties for any individuals currently employed within the unit on the date this Agreement is executed; and the City expressly reserves the right to make such changes without restriction by the Union.

ARTICLE 17. SICK LEAVE

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

Section 2. All employees shall earn sick leave at the rate of .0575 hours for each hour of service and may accumulate such leave without limit.

Section 3. The City may require an employee who has been absent for more than 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; that he is able to perform the essential duties of his position; and/or that his return to duty will not jeopardize the health and safety of other employees. At the City's reasonable discretion, the employee may be required to be examined by a physician designated and paid for by the City for the same purpose.

Section 4. If an employee fails to submit adequate proof of illness or injury or in the event the City finds such proof, as is submitted by the employee or results from the City's medical examination, is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Section 5. Any abuse or patterned use of sick leave, as determined by the City, shall be just and sufficient cause for disciplinary action.

Section 6. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to include only the employee's spouse, children, parents, step-children, grandchild, current mother-in-law or current father-in-law.

Section 7. Upon the retirement of an employee who has not less than five (5) years of continuous service with the City and who has qualified for retirement benefits from the Public Employees Retirement System, such employee shall be entitled to receive a cash payment equal to his highest base hourly rate of pay while employed by the City in the bargaining unit, multiplied by one-third (1/3) of his total accumulated unused sick leave up to two thousand one hundred sixty (2160) hours, not to exceed seven hundred twenty (720) hours of accumulated sick leave. Such a payment eliminates all accumulated unused sick leave.

Section 8. Sick leave may be used in segments of not less than one (1) hour.

Section 9. An absence from work for authorized leave shall not constitute use of sick leave unless sick leave is paid.

Section 10. Effective January 1, 2011, full time 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 only if a balance of 120 hours remains in their sick leave account after the conversion. Part-

time employees must have a balance of at least sixty (60) hours. 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. Upon retirement, an employee that has not exercised the sick leave conversion benefit to its maximum will be paid for any hours not previously converted, up to one hundred twenty (120) hours of sick leave at the rate of two (2) hours of sick leave for one (1) hour of pay at the rate in effect when the sick leave was earned.

Section 11. Employees with accumulated sick leave may take off two (2) Health Days per calendar year to be used at the discretion of the employee and to be charged against accumulated sick leave. Effective January 1, 2004, an employee who has accumulated sick leave of 210 hours or more at the end of the prior calendar year may take off an additional Health Day, chargeable to accumulated sick leave. These Health Days may be used in partial or whole increments. Use of the Health Days shall not be counted against Sick Leave Bonus under Article 18.

ARTICLE 18. SICK LEAVE BONUS

If during any continuous three (3) month period, a full-time employee does not use any sick leave as provided in this Agreement, the full-time employee shall be granted either (a) one and one-half (1½) vacation days with pay effective the three-month period beginning April 1, 1998, in addition to any entitled vacation leave under the terms of this Agreement; (b) the employee may choose to receive ten and one-half (10½) hours of pay for employees working a thirty-five (35) hour week, or twelve (12) hours of pay for employees working a forty (40) hour week, at his straight time hourly rate; (c) credit for like hours in his compensatory time accumulation under Section 30.3; or (d) 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. This sick leave bonus period will run for three (3) months from the use of the last sick leave day pursuant to this Agreement, except for absence from work due to the death in the immediate family of the employee, for the sick leave required to be used in the event of injury leave, or for approved leave required by the Family and Medical Leave Act.

ARTICLE 19. FUNERAL LEAVE

Section 1. Employees shall be granted four (4) days funeral leave with pay in the event of the death of a spouse, child, stepchild, parent, brother, sister, grandparent, grandchild, current mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law.

Section 2. Employees will be permitted with proper authorization to take additional days for funeral leave when necessary which shall be charged against any accumulated leave at the employee's discretion.

ARTICLE 20. MILITARY LEAVE

All full-time employees who are members of the Ohio National Guard, the Ohio State Guard, the Ohio Naval Militia, or other reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their respective duties for such time as they are in such military services on field training or active duty for periods not exceeding thirty-one (31) days in any calendar year. Pay and benefit accumulation during the leave will be as required by the applicable State and Federal laws.

ARTICLE 21. JURY DUTY AND WITNESS LEAVE

Section 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 for time missed from the employee's scheduled straight-time work, less jury fees or witness fees received, provided:

- a) The employee presents written verification of his call to jury duty or witness duty;
- b) If a witness, that the employee's testimony was within the scope of his employment for the City and not of a personal nature.

Section 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 time off without pay unless the employee elects to use his accumulated vacation or compensatory time, provided that documentation is provided either in the form of a subpoena or a letter from a participating attorney showing the employee's absence is necessary to appear as a witness or party to the court action; and a written request is made to the appropriate supervisor at least forty-eight (48) hours in advance, except if an emergency prevents the full 48 hours notice.

ARTICLE 22. UNION LEAVE

Section 1. At the request of the Union, the City may grant a leave of absence without pay to employees who have completed their probationary period and who are required to attend a Union convention or other similar Union function for the duration of such function, provided that no more than two (2) employees shall be off on Union leave at any one time.

Section 2. Such leave of absence shall not affect the employee's accrued vacation leave, sick leave or bonuses; however, the employee shall not be entitled to use any accrued sick leave during such leave of absence.

ARTICLE 23. FAMILY LEAVE

Section 1. The City shall abide by the federal Family and Medical Leave Act of 1993. Employees and the City shall each have such rights and responsibilities as provided in the

Family and Medical Leave Act. The employee shall normally provide the City with at least thirty (30) days' advance notice of the leave unless an emergency prevents the full notice. During a leave under this Article, the City will continue to make its normal contribution to the employee's group insurance benefits under Article 41. The insurance benefits received under this Article are subject to any repayment requirements allowed by federal law.

Section 2. Each employee is entitled to up to twelve (12) weeks leave per year, if he/she worked at least 1,250 hours the preceding year. The employee may elect to use any accrued sick leave, compensatory time or vacation. Any portion of the leave for which no such leave is elected or available shall be unpaid.

ARTICLE 24. INJURY LEAVE

Section 1. Whenever an employee is injured at work, except as specified in Section 3 below, and as a result, the employee is disabled from performing his duties, a claim for injury leave stating all facts and circumstances shall be filed with the City. Should the City approve the claim, the employee shall be paid compensation in accordance with this Article, whether or not the employee has accumulated sick leave, for a period not to exceed one hundred eighty (180) calendar days from the date such work-related injury occurred. In the event accumulated sick leave is available and a work-related injury caused by the negligence of a third party is incurred, the first seven (7) work days of the injury leave shall be charged to the employee's accumulated sick leave credit, or in the event of any other work-related injury, the first twenty (20) work days of the injury leave shall be charged to the employee's accumulated sick leave credit. If insufficient accumulated sick leave credit is available, the existing sick leave credit shall be charged and any remaining work-related disability shall be charged to injury leave. In no event will an employee receive more than his regular compensation while on injury leave.

Section 2. In order to obtain paid leave under this Article, the employee shall take all actions requested by the City to assign to the City those sums of money he receives as workers' compensation for those weeks he received benefits under this Article.

Section 3. In order for such injury leave to apply under this Article, the incident forming the basis of the injury must be reported in writing to the City within twenty-four (24) hours of the injury, whether or not the injury immediately develops or at first appears serious. Injuries caused by the employee's negligence or carelessness do not qualify for injury leave under this Article.

ARTICLE 25. OTHER LEAVES OF ABSENCE

Section 1. Upon the employee's request, the City, at its discretion, may grant a leave of absence without pay to an employee for a period not to exceed one (1) year; upon the expiration of such leave of absence such employee shall be reinstated to the same or comparable position.

Section 2. When an employee is granted a leave of absence under this Article, his seniority shall not be deemed broken if the employee is reinstated within one year but, seniority

shall not accrue during any period on such a leave nor shall any benefits be earned or accrued during such period.

Section 3. While an employee is on this leave the City shall continue to make its normal contribution to the employee's group insurance benefits under Article 41 of this Agreement for a period not to exceed six (6) months, including any leave granted under Article 23 of this Agreement.

ARTICLE 26. DEATH PRIOR TO RETIREMENT

Upon the death of an employee while employed prior to retirement, his estate shall receive payment within thirty (30) working days of the employee's death for any accumulated unused vacation and compensatory time, and one-half (1/2) of the employee's accrued but unused sick leave, if any. Any earned but unpaid compensation, unpaid holiday pay, pro-rata longevity and pro-rata bonuses, if any, shall be made payable to the estate.

ARTICLE 27. VACATION

Section 1. Definitions:

- a) Vacation leave means leave with 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.
- b) For purposes of the vacation steps set forth herein, an employee will be elevated to the next step in the calendar year in which he would qualify based on anniversary date, provided that he may actually use the additional time only during the balance of the calendar year which follows his anniversary date.
- c) Full-time employees will receive vacation based upon the employee's City seniority as adjusted for any prior periods of service with the City, with part-time employment prorated to the full-time equivalent.

Section 2. Employees shall receive vacation leave according to the following formula:

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

- b) Each employee who has completed six (6) years of continuous employment shall receive three (3) weeks vacation with pay.
- c) Each employee who has completed thirteen (13) years of continuous employment shall receive four (4) weeks vacation, with pay.
- d) Each employee who has completed eighteen (18) years of continuous employment shall receive five (5) weeks vacation, with pay.
- e) Each employee who has completed twenty-two (22) years of continuous employment shall receive six (6) weeks vacation, with pay.

Section 3. Each employee who has completed forty-five (45) days of service shall receive one (1) personal day with pay per year in addition to earned vacation.

Beginning in 2007, regular part-time employees who have completed five years of service shall receive one (1) personal day with seven (7) hours pay each year.

Section 4. The time of taking vacations shall be subject to the approval of the City. Vacation shall be scheduled in increments of at least one-half (1/2) hour unless it unduly interferes with the normal operations of the City. Any vacation not taken during the year in which it was accumulated may not be taken thereafter, except that each employee may carry over a maximum of one (1) week vacation to be applied to the employee's bonus vacation account. Additional vacation earned in November or December of one year under Section 1(b) may be taken in the subsequent calendar year.

Section 5. 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.

Section 6. If an employee becomes ill or injured prior to a scheduled vacation leave, then upon prior written request to the City, and with his approval, an employee will be able to reschedule the vacation leave. If an employee becomes ill or injured during a scheduled vacation period, he shall continue the scheduled vacation period before he is eligible to take sick leave.

Section 7. After five (5) years of employment, an employee who retires on other than his anniversary date will receive prorated payment for unused vacation based on the number of months worked.

ARTICLE 28. HOLIDAYS

Section 1. All full-time employees shall receive the following paid Holidays as designated each year by the City:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas

Section 2. Upon completion of their first continuous year of service, part-time employees shall receive President's Day, Independence Day, Thanksgiving Day and Christmas Day as paid holidays with seven (7) hours pay for each such holiday. Labor Day will be added to the list beginning in 2007.

Section 3. Employees shall forfeit their right to a paid holiday if they are absent from work on the workday last preceding the legal holiday or the workday next following a holiday unless such absence is for purpose of vacation leave, compensatory time, jury duty, personal health day, hospitalization, legitimate illness or injury with a doctor's certificate, injury leave or funeral leave, and such leave has been approved by the Personnel Department. A personal health day may only be used on the workday last preceding the legal holiday or the workday next following a holiday upon the prior written approval of the City; such approval or denial shall not be grievable.

ARTICLE 29. HOURS OF WORK

Section 1. The normal work week for regular full-time employees is thirty-five (35) hours of work, seven (7) hours each day; except for those positions which have a normal forty (40) hour work week of eight (8) hours per day. The normal hours of work shall be exclusive of the meal period.

Section 2. All employees shall be allowed one (1) uninterrupted hour for a scheduled meal period except for other mutually agreed upon schedules between the City and the Union, and except in the case of emergency situations.

Section 3. Normally, there shall be two (2) fifteen (15) minute rest periods for each work day of at least seven (7) hours. The rest periods shall be scheduled, to the extent practicable during the middle two hours of each shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift unless agreed by both the employee and the City and except in emergency situations.

ARTICLE 30. OVERTIME

Section 1. All employees whose normal work day is seven (7) hours per day shall be entitled to overtime pay or compensatory time for work actually performed in excess of seven (7) hours per day. For employees whose normal work day is eight (8) hours per day, overtime or compensatory time shall be paid for work actually performed in excess of eight (8) hours per

day. Employees who have accumulated compensatory time as of the date of this Agreement shall receive credit for it.

Section 2. Employees who work overtime shall be compensated at a rate of one and one-half times (1½) their normal hourly rate of pay. Employees may, at the time overtime is worked, elect to be compensated for the overtime in either cash payment paid with the normal payroll or receive compensatory time off. If no election is made, the overtime shall be paid with the next available payroll.

Section 3. Employees may accumulate up to two hundred forty (240) hours of compensatory time. Compensatory time not used within three (3) years of accumulation shall be converted to cash and paid to the employee. At the employee's discretion, these hours may be converted to cash and paid to the employee in the next available payroll.

Section 4. An employee who, upon resignation, death, or retirement has accumulated overtime or compensatory time due him, shall be paid at the salary rate in effect on the day of separation from employment.

Section 5. Overtime must have proper authorization and be in compliance with Internal Department policy.

Section 6. There shall be no pyramiding of overtime payments with any other payments.

Section 7. Employees who work an overtime assignment of more than two (2) hours shall be entitled to an additional ten (10) minute break.

Section 8. Unless approved by the employee, his/her work time will not be adjusted from his scheduled hours solely to avoid overtime.

ARTICLE 31. OVERTIME ASSIGNMENT

Section 1. The City shall be the sole judge of the necessity for overtime. All overtime will initially be offered to the employees within the bargaining unit who regularly perform the work. If that employee refuses then the City shall offer the overtime to the most senior qualified employee within the Department. If that senior employee refuses, then the City shall offer the overtime to the other qualified employees within the Department in the order of seniority. If refused by all the employees, the City may require the least senior employee who regularly performs the work within the Department to work the overtime assignment. As referred to in this Article, seniority shall mean City seniority.

ARTICLE 32. CALL-OUT PAY

Section 1. An employee who is released from duty, and subsequently required to report to duty at a time he is not scheduled, shall be paid for hours worked in the call-out

capacity with a minimum of two (2) hours pay at the appropriate rate. This Article does not apply to those employees who are not regularly scheduled.

ARTICLE 33. MANAGEMENT RIGHTS

Section 1. The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the City and all of the employees are vested solely and exclusively with the City and/or its designated representatives.

Section 2. Not by way of limitation, but to only indicate the type of matters or rights which belong to and are inherent to the City, the City retains the right to: 1) hire and transfer employees; 2) discharge, suspend, or discipline employees for just cause; 3) determine the number of persons required to be employed or laid off; 4) determine the starting and quitting time and the number of hours to be worked by its employees, giving advance notice of any change when practicable; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for its positions except as limited by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes for 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; and 15) terminate or eliminate all or any part of its work or facilities.

Section 3. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the City in regard to the operation of its work and business and the direction of its work force which the City has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the City and shall not be subject to the grievance procedure.

ARTICLE 34. OBLIGATION TO NEGOTIATE

Section 1. The City 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.

Section 2. Therefore, for the life of this Agreement, the City 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 35. WAGES

Section 1. Upon execution of this Agreement, all employees who were employed by the City during the time periods listed shall receive the increases as set forth in Appendix A. The pay schedule is set forth in Appendix A.

Section 2. Pay checks will be made available to bargaining unit employees when made available to all other City employees. Employees will be paid on a biweekly basis.

ARTICLE 36. LONGEVITY

Section 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

Section 2. Effective January 1, 2001, all 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. After five (5) years of employment, if an employee terminates employment on other than his anniversary date, a final longevity payment will be made prorated on the basis of number of months worked.

Section 3. Any time on a layoff or authorized leave of absence shall not be credited in calculating length of service for this Article. A layoff in excess of one (1) year shall break continuous service for purposes of this Article.

ARTICLE 37. TOOLS AND EQUIPMENT

The City shall provide those tools and equipment it believes necessary for the adequate performance of the job. The City shall provide the safety equipment required by law. Each employee is obligated to use his best efforts to maintain any tools or equipment provided to him for his use.

ARTICLE 38. SUB-CONTRACTING

Section 1. The City shall not regularly sub-contract work normally performed by bargaining unit employees on a day to day basis. The City shall remain free to sub-contract work if, in its judgment:

- 1) the special services used are beyond the regular skill or duties of unit employees;
- 2) the special services used are beyond the capabilities of unit employees due to time, manpower, equipment or facilities demands;
- 3) it is to supplement unit employees when current manpower cannot reasonably complete the work within the necessary time; or
- 4) an emergency situation exists.

ARTICLE 39. PERSONAL LOSSES

Equipment or personal items belonging to an employee which are damaged or destroyed while on the job due to the City's negligence and as a result of the employee's performance of his/her job shall be replaced or repaired at the City's expense after verification by the City that said item(s) were indeed damaged or destroyed under the required circumstances.

ARTICLE 40. DRUG-FREE WORKPLACE POLICY

Section 1. Policy Statement. Both the Union and the City recognize illegal drug and/or alcohol usage as a threat to the public safety and welfare and to the employees. The City 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.

Section 2. Definitions. The term "drug" include 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.

Section 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).

Section 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 City 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.

Section 5. Basis for Ordering an Alcohol or Drug Test. The City shall have the right to require mandatory blood and/or urine samples when the City 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 City 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 City and copies to the employee and the Union.

Section 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 City's lab and the other kept frozen. 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 of 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 Representative, before testing is administered.

Section 7. Testing Procedure. The laboratory selected by the City 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 EMIT 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 suitable 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.

Section 8. Split Sample. Split the sample in 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. The Employee shall have the right to request that his designated doctor or lab be given a sample of his specimen same so that a separate test can be administered, and the cost of same be fully paid by the Employee.

Section 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 of 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.

Section 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.

Section 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 (EAP). 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 City shall not have access to the program's files and records. However, the City 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 City 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.

Section 12. Right of Union Participation. At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

Section 13. Conviction of Crime. Any employee convicted of the violation of a criminal drug statute must notify the City within five (5) days of the conviction.

ARTICLE 41. INSURANCE

Section 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.

Section 2. Any employee who would receive paid health insurance coverage under Section 1 may, in lieu of coverage, elect to receive an insurance incentive bonus to be added to the employee's annual compensation by being paid on a prorated basis over each pay. The annual bonus amount is \$2,000 family and \$800 single. Election of this bonus requires a written request to the Auditor.

Section 3. 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 numbers 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.

Section 4. The City shall provide life insurance coverage in the amount of \$25,000 per employee.

Section 5. The City will provide coverage under the City's Employee Assistance Program for part-time employees after completion of the probationary period under Article 11.

Section 6. Any employee who retired after December 31, 2006 is not eligible for any City-funded health insurance coverage after retirement.

Section 7. The City shall continue medical benefits provided in Section 41.1 for thirty (30) days after the employee's death. If the life insurance benefits have not been received by the beneficiary of the deceased employee after thirty (30) days, the medical benefits shall be extended until the life insurance benefits have been received to a maximum of sixty (60) days. Life insurance benefits shall be deemed to have been received when the City presents the life insurance benefits to the listed beneficiary or his or her heirs, executor, administrator, or assignee.

Section 8. Within thirty (30) days following completion of their first continuous year of service, part-time employees may elect to purchase health insurance coverage effective the beginning of the next following month at the City determined COBRA rate for the appropriate coverage. The decision to elect or forego coverage may not be changed until the City's next annual enrollment period. Any future decision to elect to purchase health insurance coverage will be subject to an exclusion for pre-existing conditions for the first six months of coverage.

ARTICLE 42. LEGALITY

If it is determined by a court of competent jurisdiction that any provision of this Agreement is unlawfully in conflict with applicable State or Federal law, that provision shall be null and void and shall not affect the validity of the remaining provisions which shall remain in full force and effect. In the event any provision is determined unlawful, the City and the Union shall meet at the next labor/management meeting for the purpose of negotiating an alternative

provision. If the parties are unable to agree, the City may implement an alternative and the Union reserves the right to assert its rights through the Grievance Procedure.

ARTICLE 43. UNIFORMS, LICENSES AND MILEAGE

Section 1. Beginning in 2006, the City will provide a uniform/dress allowance of \$250 to all full-time employees and \$125 to all part-time employees by April 15th of each year. That payment will be increased to \$500 to all full-time employees and \$250 to all part-time employees in 2007 at least thirty (30) calendar days prior to implementation of a revised dress code.

Section 2. The City will provide winter/foul weather gear which it believes is necessary to the performance of the job.

Section 3. The City will reimburse employees for the cost of any examinations, licenses and registration fees that it requires for the job. Employees will also be reimbursed for any classes or new certifications that are preapproved by the City.

Section 4. Any employee requested by the City to use his personal vehicle for City business shall be reimbursed for all approved miles at the then current mileage rate paid by the City.

ARTICLE 44. SAFE WORK PRACTICES

Section 1. The Employer shall provide safety equipment and maintain proper safeguards and safe working conditions for all employees as required by law. In the event an employee reasonably believes he/she is in clear and present danger, the employee shall notify his supervisor immediately. The situation will then be referred to the Labor-Management Committee for discussion.

Section 2. If a work area has been declared unsafe by the City, the employee shall not be required to perform in that work area until it has been determined to be safe, unless the employee's duties include responding to the safety problem. However, said employee may be assigned alternative duties until the problem has been addressed.

ARTICLE 45. LABOR/MANAGEMENT MEETINGS

Section 1. The Union and the City recognize that periodic labor/management meetings can be beneficial to problem solving. The Mayor will schedule such meetings upon request by the Union to discuss pending problems or issues of concern, including but not limited to the discussion of safety concerns, and to promote a more harmonious labor/management relationship. These meetings may be limited to once a month with the Mayor designating attendees except that in addition to the Union President, the Union may select two representatives to attend.

Section 2. The Union and City agree that the training of current employees is an appropriate topic for labor/management meetings.

ARTICLE 46. MODIFICATION

Amendments to and modifications of this Agreement may be made by mutual agreement of the parties. The party proposing to amend or modify the Agreement shall so notify the other in writing. The proposal shall then be discussed at the next labor/management meeting unless agreed otherwise.

ARTICLE 47. TOTAL AGREEMENT

Section 1. This Agreement represents the entire agreement between the City 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 City, without any such modification or discontinuance being subject to any grievance or appeal procedure.

Section 2. The City has the right to change existing practices, but prior to implementing any change the City will notify the Union and employees of the change.

ARTICLE 48. LEGISLATIVE APPROVAL

This Agreement shall not take full force and effect until it is approved by the appropriate legislative body, subject to the timelines for approval set forth in O.R.C. Chapter 4117.

ARTICLE 49. SICK LEAVE DONATION

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 50. RESIDENCY

Employees within this bargaining unit shall not be subject to a residency requirement.

ARTICLE 51. TRAINING

Section 1. The City is responsible for deciding what training and development is necessary for the appropriate performance of each position. The City will provide basic training in the equipment used by employees in the performance of their jobs and supplemental training as needed for equipment modifications.

Section 2. Where the City requires an employee to attend any training function, the time that the employee attends the function will be considered time worked and the employee shall be paid at his/her appropriate hourly rate. The City will also pay any expenses for registration and attendance upon submission of the necessary reports.

Section 3. Should an employee wish to attend a training function that is not required, the City may elect to pay for the time and/or expenses but is not required to do so. The employee may be required to complete the necessary application in advance if asked to apply.

ARTICLE 52. DURATION

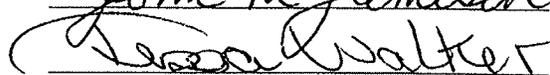
This Agreement represents the complete Agreement on all matters subject to bargaining between the City and the Union and shall remain in full force and effect until October 31, 2014, either party may request to reopen the Agreement in 2012, 2013, 2014 for purposes of negotiating only Article 35 (Wages). Upon receipt of such a request in writing given to it by the other party by July 1st, the parties will meet to negotiate changes to Article 35 for the current year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 20th day of December, 2011.

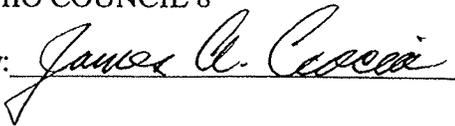
CITY OF PARMA

By: 

AFSCME LOCAL 3924

OHIO COUNCIL 8

By: 

APPENDIX A-1
Pay Schedule
Full-Time

Job Title	Job Code	111108				
		Step 1 0-1 yr.	Step 2 1-2 yr.	Step 3 2-3 yr.	Step 4 3-4 yr.	Step 5 4+ yr.
ACCTS COORDINATOR	52	36,077.45	36,708.81	37,351.21	38,004.86	38,669.94
INVENTORY ASSET COORDINATOR	58	33,660.00	34,249.05	34,848.41	35,458.26	36,078.77
ISSO INSPECTOR	69	36,770.90	37,414.39	38,069.14	38,735.35	39,413.22
PROGRAM CASE MGR PUB H	70	41,120.48	41,840.09	42,572.29	43,317.31	44,075.36
PROGRAM SPECIALIST	71	30,492.68	31,026.30	31,569.26	32,121.72	32,683.85
PAYROLL COORDINATOR	101	41,120.36	41,839.97	42,572.17	43,317.18	44,075.23
ACCTS PAYABLE COORDINATOR	102	38,731.52	39,409.32	40,098.98	40,800.72	41,514.73
COMP OPER SUPV	114	54,137.70	55,085.11	56,049.10	57,029.96	58,027.98
FINANCIAL RECORD KEEPER	130	31,720.60	32,275.70	32,840.53	33,415.23	34,000.00
SR CITIZEN COORDINATOR	223	36,769.41	37,412.87	38,067.60	38,733.78	39,411.62
EXAMINER/AUDITOR	225	48,986.92	49,844.19	50,716.46	51,604.00	52,507.07
ASST COORDINATOR	327	29,006.80	29,514.42	30,030.92	30,556.46	31,091.20
OPERATOR/COMP	333	43,878.20	44,646.07	45,427.37	46,222.35	47,031.24
OUTREACH SPECIALIST	334	27,030.00	27,503.03	27,984.33	28,474.05	28,972.35
OUTREACH VOL COORDINATOR	336	25,234.48	25,676.08	26,125.41	26,582.61	27,047.81
CASE MANAGER	3313	35,145.64	35,760.69	36,386.50	37,023.26	37,671.17
HUMAN SERVICE SPECIALIST	339	43,599.76	44,362.76	45,139.10	45,929.04	46,732.80
CUSTODIAN PUB HOUSING	464	33,584.35	34,172.08	34,770.09	35,378.56	35,997.69
CUSTODIAN	465	37,841.60	38,503.83	39,177.64	39,863.25	40,560.86
MAINTENANCE CUSTODIAN	466	46,482.42	47,295.86	48,123.54	48,965.70	49,822.60
PROPERTY MAINTENANCE	470	32,578.00	33,148.12	33,728.21	34,318.45	34,919.02
HOUSING INSP COM DEV	475	41,110.17	41,829.60	42,561.62	43,306.44	44,064.31
HOUSING INSP BUILDING	476	55,998.90	56,978.88	57,976.01	58,990.59	60,022.93
INSPECTOR/SERVICE/HEALTH	477	42,179.54	42,917.68	43,668.74	44,432.94	45,210.52
ELECTRICAL INSPECTOR	481	55,998.90	56,978.88	57,976.01	58,990.59	60,022.93
PLUMBING INSPECTOR	483	55,998.90	56,978.88	57,976.01	58,990.59	60,022.93
GENERAL INSPECTOR	485	55,998.90	56,978.88	57,976.01	58,990.59	60,022.93

Employees who change job classifications will be placed at Step 1, earning an additional step increase with each additional year in classification seniority (from most recent hire in that classification). An employee promoted into a higher paying classification will be placed in the lowest pay step for the new classification that is equal to or greater than the employee's last pay rate.

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MASON INSPECTOR	487	55,998.90	56,978.88	57,976.01	58,990.59	60,022.93
CARPENTER INSPECTOR	489	55,998.90	56,978.88	57,976.01	58,990.59	60,022.93
ZONING + SIDEWALK INSPECTOR	490	55,998.90	56,978.88	57,976.01	58,990.59	60,022.93
DRIVER (BUS) FULL TIME	604	27,030.00	27,503.03	27,984.33	28,474.05	28,972.35
HOUSEKEEPER FULL TIME	611	13.62	13.86	14.10	14.35	14.60
CLERK BOOKKEEPER	619	30,858.86	31,398.89	31,948.37	32,507.47	33,076.35
DEP CLK TAX DATA.	620	30,548.18	31,082.77	31,626.72	32,180.19	32,743.34
CLERK CASHIER	621	30,858.86	31,398.89	31,948.37	32,507.47	33,076.35
TIMEKEEPER SPECIALIST	627	34,170.00	34,767.98	35,376.41	35,995.50	36,625.42
PUBLIC SERVICE EMPLOYEE	628	30,858.86	31,398.89	31,948.37	32,507.47	33,076.35
PUBLIC SERVICE CLERK	629	37,474.46	38,130.26	38,797.54	39,476.50	40,167.34
CLERK TYPIST	631	30,179.39	30,707.53	31,244.91	31,791.70	32,348.05
FFS COORDINATOR	633	30,179.25	30,707.39	31,244.77	31,791.55	32,347.90
OCCUPANCY SPECIALIST	634	37,523.93	38,180.60	38,848.76	39,528.61	40,220.36
DESIGNER	635	56,817.18	57,811.48	58,823.18	59,852.59	60,900.01
SEWER COMMUNICATIONS	640	33,150.00	33,730.13	34,320.40	34,921.01	35,532.13
SECRETARY—HUMAN RESOURCES	641	38,250.00	38,919.38	39,600.46	40,293.47	40,998.60
VITAL STATISTICS COORDINATOR	642	34,680.00	35,286.90	35,904.42	36,532.75	37,172.07
TAX DEPOSIT SPECIALIST	643	34,170.00	34,767.98	35,376.41	35,995.50	36,625.42
INTAKE SPECIALIST	652	30,492.88	31,026.51	31,569.47	32,121.93	32,684.07
DATA ENTRY	655	30,858.86	31,398.89	31,948.37	32,507.47	33,076.35
PARTY CHIEF	673	55,264.64	56,231.77	57,215.83	58,217.10	59,235.90
CHAINMAN	681	39,776.13	40,472.21	41,180.48	41,901.13	42,634.40
SECRETARY	689	36,769.41	37,412.87	38,067.60	38,733.78	39,411.62
SECRETARY—SAFETY/SERVICE	692	41,491.56	42,217.66	42,956.47	43,708.21	44,473.10
ADM ASST TO BEO OFFICER	693	43,261.47	44,018.55	44,788.87	45,572.68	46,370.20
ASST LEGAL SECRETARY	694	36,769.41	37,412.87	38,067.60	38,733.78	39,411.62
LEGAL SECRETARY	695	51,365.05	52,263.94	53,178.56	54,109.18	55,056.09
SECY-REC CLERK FIRE DEPT	701	38,250.00	38,919.38	39,600.46	40,293.47	40,998.60
SECY- BUILDING/ENGINEERING	702	38,250.00	38,919.38	39,600.46	40,293.47	40,998.60
.....	702	38,250.00	38,919.38	39,600.46	40,293.47	40,998.60
COMM DEVELOP SPECIALIST	808	41,120.48	41,840.09	42,572.29	43,317.31	44,075.36
HOUSING COUNSEL PUB II	809	32,463.54	33,031.65	33,609.71	34,197.88	34,796.34

Employees who change job classifications will be placed at Step 1, earning an additional step increase with each additional year in classification seniority (from most recent hire in that classification). An employee promoted into a higher paying classification will be placed at the lowest pay step for the new classification that is equal to or greater than the employee's last pay rate.

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Part-Time

Job Title	Job Code	1/1/2008
ESCORT OUTREACH (0-1 YR)	39	8.66
ESCORT OUTREACH (1 YR 4-)	39	9.68
ASST COORDINATOR PT (0-1 YR)	328	8.66
ASST COORDINATOR PT (1 YR +)	328	9.68
PROPERTY MAINT INSPECTOR	471	17.90
DRIVER (BUS) PART TIME (0-1 YR)	605	8.66
DRIVER (BUS) PART TIME (1 YR +)	605	9.68
HOUSEKEEPER PART TIME	612	14.03
CLERK—PART TIME (0-1 YR)	617	7.98-8.66
CLERK — PART TIME (1-2 YR)	617	9.31
CLERK — PART TIME (2 YRS +)	617	11.07
PUBLIC SERVICE EMPLOYEE — PT	628	9.38
MATRON	645	12.86
PROGRAM ASSISTANT PIT TEMP.	674	10.76

