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AN AGREEMENT

between

THE CITY OF PARMA

and

THE PARMA SERVICE WORKERS, LOCAL 1

Effective: April 1, 2015
Expires: March 31, 2017

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ARTICLE I PREAMBLE

1.1 This Agreement is hereby entered into by and between the City of Parma, hereinafter referred to as "the Employer" and the Parma Service Workers, Local 1 hereinafter referred to as "the Union,"

ARTICLE II PURPOSE AND INTENT

2.1 In an effort to continue harmonious and cooperative relationships with its employees, and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: (1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; (2) to promote fair and reasonable working conditions; (3) to promote individual efficiency and service to the City of Parma; (4) to avoid interruption or interference with the efficient operation of the Employer's business; and (5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III RECOGNITION

3.1 The Employer agrees that it has and will continue to recognize the Union as exclusive representative for negotiating wages and salaries, hours of work, and other terms and conditions of employment for all full-time Laborers, Automotive Mechanics I, Automotive Mechanics II, Truck Driver, Special Equipment Operator, Printer, Traffic Light Technician, Sign Painter, Maintenance Specialist, Body Repairmen-Painter I, Body Repairmen-Painter II, Service Center Personnel, and Parts Expediter, excluding all part-time, seasonal, temporary, and probationary employees and all other employees not employed in the classifications listed in this Article.

ARTICLE IV DUES DEDUCTION

4.1 Every person who is an employee in the bargaining unit on the date of this Agreement, and every person who becomes an employee in the bargaining unit after the date of this Agreement shall, as a condition of continued employment, upon completion of a one hundred eighty (180) day probationary period, pay membership dues uniformly required of all Union members or fair share fees.

4.2 During the term of this Agreement, the Employer shall deduct fees and assessments levied by the Union, and the bi-weekly union dues from the wages of those employees who have voluntarily signed dues authorization forms permitting said deductions. No new authorization forms will be required from any employees in the Service Department for whom the Employer is currently deducting dues.

4.3 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, in advance, of when amounts are due to the Employer, the amounts due and owing from the employees involved.

4.4 The Employer shall deduct dues, initiation fees or assessments bi-weekly. If an employee has not paid dues on that pay date, such amounts shall be deducted from the next or subsequent pay.

4.5 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 treasurer of the Union within thirty (30) days from the date of making said deductions.

4.6 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the Union shall indemnify the Employer for any such liabilities or damages that may arise. The Employer will comply with legal obligations concerning a deduction provided for by this Article.

ARTICLE V MANAGEMENT RIGHTS

5.1 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

5.2 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 Employer and all of the employees are vested solely and exclusively with the Employer and/or his designated representatives.

5.3 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer 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, laid off or discharged; (4) determine the starting and quitting time and the number of hours to be worked by its employees; (5) make any and all 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 positions not within the bargaining unit established 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) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other municipality or entity, or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; (14) terminate or eliminate all of any part of its work or facilities.

City agrees to provide two (2) week's notice of rule changes to be posted on bulletin boards prior to implementation.

5.4 In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer 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 Employer, and shall not be subject to the grievance procedure.

5.5 Subcontracting. The Employer retains the unlimited right to transfer and subcontract work., provided it will not subcontract work normally performed by bargaining unit employees in a manner which will result in, the layoff of such employees, or where bargaining unit employees qualified to do such work are currently laid off. Upon request, the City and the Union will meet to present alternatives to subcontracting. Nothing in this provision shall restrict the Employer's right to subcontract work, irrespective of current layoffs, where an emergency situation is deemed to exist by the Director of Public Services or the subcontracting is provided for by City Ordinance.

ARTICLE VI TOTAL AGREEMENT

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

ARTICLE VII LEGISLATIVE APPROVAL

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

ARTICLE VIII NONDISCRIMINATION

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

ARTICLE IX GENDER AND PLURAL

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

ARTICLE X HEADINGS

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

ARTICLE XI OBLIGATION TO NEGOTIATE

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

11.2 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject 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 or either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XII CONFORMITY TO LAW

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

12.2 If the enactment of legislation, or a determination by a governmental agency or a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein. In such event, the Employer and the Union will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE XIII NO STRIKE

13.1 The Employer 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 Employer and the Union to avoid work stoppages and strikes.

13.2 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, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this

Agreement. A breach of this Article shall be sufficient grounds for discipline.

13.3 The Union shall, at all times, cooperate with the Employer in continuing 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 promptly notify all employees in a reasonable and expeditious manner within a twenty-four (24) hour period that the strike, work stoppage or slowdown or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful, and not sanctioned or approved of by the Union. The Union shall order the employees to return to work immediately.

13.4 The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE XIV GRIEVANCE PROCEDURE

14.1 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 the duly authorized Union representative at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

14.2 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.

(b) Grievant - The "grievant" shall be defined as any employee, or group of employees within the bargaining unit.

(c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.

(d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

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

(a) When first reduced to writing, all grievances shall include: The name and position of the grievant; the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; time and date of the Step 1

discussion, and the name of the City representative present at Step 1; and a general statement of the grievance and the redress sought by the grievant.

(b) All decision appeals shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and the Union.

(c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.

(d) The grievant shall be represented by a duly authorized representative of the Union at any Step of the grievance procedure. Grievance hearings shall be held during working hours every other hearing.

(e) 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 Employer 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.

(f) Any disputes involving disciplinary actions, including termination, are subject to appeal only through this grievance and arbitration procedure.

(g) Grievance preparation will be limited to non-working time, breaks and meal periods except to the extent that supervision allows the grievant and union representative to meet during down times such as pre-departure or upon return from assigned tasks.

(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) The City agrees to implement any grievance awards within thirty (30) days unless the parties agree to extend that time or a party appeals the decision. Any replacement overtime awarded through the grievance and arbitration procedures will be scheduled by the Service Director or designee. Such overtime shall be scheduled as an extension of the employee's regular workday. The grievant and his supervisor will attempt within five (5) working days to agree upon the schedule of work. Any overtime not worked within the thirty (30) days window is waived.

14.4 (a) 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 Administration, and having said matter informally adjusted with or 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 Employer or the Union in future proceedings.

(b) 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 the Public Works Coordinator or designee of the possible grievance within five (5) calendar days of the occurrence of the facts giving rise to the grievance. The Public Works Coordinator or designee shall have five (5) calendar days to schedule a meeting with the grievant and a member of the local Union Board with the objective of resolving the matter.

Step 2: If the employee is not satisfied by Step 1 for any reason, the grievance shall be reduced to writing by the grievant and/or the Union representative and presented as a grievance to the Director of Public Service or his designee within fifteen (15) calendar days of the occurrence of the facts giving rise to the grievance. The grievant and two (2) members of the local Union Board may attend any Step 2 grievance meeting. The Director of Public Service shall hold a meeting within fifteen (15) calendar days and give his answer in writing within fifteen (15) calendar days of the meeting.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) calendar days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor, or his designee, shall convene a hearing within fifteen (15) calendar days of receipt of appeal. The hearing will be held with the grievant, an International Representative and two (2) members of the local Union Board.. The Mayor or his designee shall issue a written decision to the employee and his Union representative within fifteen (15) calendar days from the date of the hearing. If the Union is not satisfied with the decision at Step 3, the Union may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE XV ARBITRATION PROCEDURE

15.1 In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within thirty (30) calendar days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. If such agreement is not reached, the parties will promptly select an arbitrator from the panel of arbitrators herein contained and will choose one by the alternative strike method.

15.2 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 (1) grievance on the same hearing day(s), except by mutual written agreement of the parties. This

arbitration provision is limited to those grievances arising from the misinterpretation or misapplication of the specific and express written terms of this Agreement.

15.3 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

15.4 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the City and the Union. 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.

15.5 An employee requested to appear at the arbitration hearing by either party, and whose presence is necessary, shall attend without the necessity of subpoena. The City shall compensate those employees who were on duty at the time of the arbitration hearing, at their regular hourly rate, for all hours during which his attendance is requested by the Union, if the Union or the grieving employee prevails in the arbitration proceeding. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees. It is agreed that the calling of witnesses shall not interfere with the operations of the Department.

15.6 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.

15.7 There is hereby created a permanent panel of arbitrators for the selection of arbitrators pursuant to this procedure. Those arbitrators on the panel are as follows: 1) Harry Graham; 2) David Pincus; 3) James Mancini; 4) Anna Smith; and, 5) Robert Stein.

15.8 The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights, as provided by the Grievance and Arbitration procedures contained in this Agreement.

ARTICLE XVI SICK LEAVE

16.1 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. Sick leave may only be used with at least one (1) hour notice prior to the start of the employee's scheduled shift unless an emergency prevents the full notice. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, or parents.

16.2 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service and may accumulate such sick leave without limit.

Employees shall have the option of converting up to eighty (80) hours sick leave earned within the calendar year at the employee's then current rate of pay at the rate of two (2) hours of sick leave for one (1) hour of pay. The conversion must be requested in writing on the City required form on or before November 30th.

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

16.4 Any employee who uses sick leave during a calendar year for more than forty-eight (48) hours may be required to submit a statement from a physician for any additional sick leave usage. If a physician statement is submitted supporting an absence, that absence shall not count in calculating the forty-eight (48) hours described herein.

16.5 Any employee who has been absent in excess of three (3) consecutive work days due to a personal illness or injury may be required to submit a physician's statement that he is able to return to work prior to and as a condition of his return to duty.

Any employee who has been absent in excess of three (3) consecutive work days due to a personal illness or injury may be required to submit a physician's statement that he is unable to perform the material and substantial duties of his position, and/or that his return to duty would jeopardize the health and safety of other employees.

16.6 Should the Service Director find that any submitted physician's statement is not adequate in the circumstances, the employee may be examined by a physician designated and paid for by the City. Should the City decide to rely upon findings of the second physician which disagree with the opinion of the employee's physician, the City will select and pay for an examination by an independent third physician whose findings shall be considered final.

16.7 If an employee fails to submit a physician's statement, or should the employee's physician or the third physician find there 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. An employee will be notified in writing if sick leave is denied with a copy to the Union. A copy of discipline issued for unauthorized leave will meet this notice requirement if the discipline is issued within ten (10) days of the leave denial.

16.8 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

16.9 All full-time employees covered by this Agreement who complete a three (3) month period from June 1 to August 31, September 1 to November 30, December 1 to February 28/29 and/or from March 1 to May 31 without using any sick time shall receive twelve (12) hours supplemental vacation time per three (3) month period. This time 1) may be traded for cash at the current wage rate on December 1 of each year; 2) the employee may elect to put the bonus vacation 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; or 3) the supervisor shall schedule this

supplemental vacation for the date or dates requested upon one (1) week's written notice as requested by the employee during the next succeeding one (1) year period (December 1 to November 30). Absence from work due to holiday leave, vacation leave, funeral leave, jury duty, witness service, military leave, compensatory time, approved Union conference leave, or up to thirty (30) days per three (3) month period due to the initial disability of an employee, whose on the job injury occurring that three (3) month period has been approved by the City, will not disqualify an employee from this payment.

16.10 Employees with accumulated sick leave may take off one (1) personal health day per calendar year to be charged against accumulated sick leave. An employee who has accumulated sick leave of two hundred forty (240) hours or more at the end of the prior calendar year may take off an additional personal health day, chargeable to accumulated sick leave and an employee who has accumulated sick leave of five hundred forty (540) hours or more at the end of the prior calendar year may take off a third personal health day, chargeable to accumulated sick leave. A personal health day may be granted or denied by the City based upon its determination of its operational needs and the grant or denial is not grievable beyond step 3 of Section 14.4. The employee must submit a written request at least five (5) days prior to the date being requested. The personal health day will be denied if the maximum numbers permitted by the City are off due to sick leave, funeral leave, personal days, birthday holidays, vacations, supplemental vacations, or other leaves. The personal health day may be approved in partial or whole increments. Use of a personal health day shall not be counted against sick leave bonus under Section 16.9.

ARTICLE XVII FUNERAL LEAVE

17.1 In the event of the death in the employee's immediate family, the employee shall be granted four (4) days for funeral leave. The immediate family shall include: spouse, mother, father, child, brother, sister, grandparent, grandchild, and current mother, father, sister, brother, daughter and son-in-laws.

17.2 If the funeral leave goes beyond the fourth day, the additional days will come from sick leave or accrued compensatory time, at the employees' discretion.

ARTICLE XVIII HOLIDAYS

18.1 All full-time employees shall receive the following paid Holidays:

New Year's Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Birthday

Personal Days - Two (2)
Thanksgiving Day
Day after Thanksgiving
Veterans Day
Christmas
Columbus Day

If employee's birthday falls on a Tuesday or Wednesday, they may elect to use their birthday on the preceding Monday. If their birthday falls on a Thursday or Saturday, the employee may elect to use their birthday on Friday, or employee can take their actual day off.

18.2 Employees shall forfeit their right to a paid holiday if they are absent from work on the workday last preceding a legal holiday or the workday next following a holiday unless such absence is for purposes of vacation leave, hospitalization of employee, spouse or child, sick leave due to the birth of a child which birth is within one (1) week of the holiday, funeral leave, jury duty, or on-the-job injury which has been confirmed by the statement of a physician acceptable to the City, or recovery from surgery, and such leave has been approved by the appropriate authority.

18.3 Any holiday which falls on a Saturday shall be celebrated on the preceding Friday. Any holiday which falls on a Sunday shall be celebrated on the succeeding Monday.

ARTICLE XIX VACATION

19.1 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 years as due, except as otherwise provided herein.

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

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

(a) Each employee who has completed less than one (1) year of continuous employment beginning with the first date of his employment shall receive one (1) workday off for each month worked, but not more than eight (8) work days, with

pay, and these days shall be taken in the following calendar year. The first full calendar year thereafter that the employee works, he shall be credited in the following calendar year with a full two (2) week vacation, with pay, and thereafter.

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

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

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

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

19.3 The time of taking of vacations shall be subject to the approval of the appropriate department personnel. Any vacation not taken during the year in which it was accumulated may not be taken thereafter. Vacation is not earned while on unauthorized leave in excess of three (3) days per year.

19.4 During an employee's last one (1), two (2) or three (3) years of service with the City prior to retirement, the employee may elect to work his scheduled vacation and receive payment for his unused vacation at his straight-time rate of pay so long as the employee does not claim the payment affects his overtime or straight time rate of pay. If the employee does not retire as scheduled, this option may not be exercised again. Such converted vacation pay shall be considered pensionable to the extent allowed by OPERS.

20.1 From April 1 through November 30th of each year, the normal work week for all regular full-time employees (except dispatchers) shall consist of forty (40) hours of work in five (5) eight (8) hour days, Monday through Friday (including late Sunday night or early Saturday morning shifts). In addition, each employee shall receive a thirty (30) minute per day unpaid meal break. If the City determines that a need for an alternative work week schedule exists during the December 1 through March 31 period, the Union shall be given at least one (1) week notice; open positions for such schedule shall be filled by employees having the necessary qualifications in accordance with the following procedures: A) first by volunteers; B) secondly by inverse seniority. Each winter season, the City will provide at least two (2) weeks advance notice of the qualifications and numbers of employees the City requires for shift changes. All employees in the bargaining unit shall, for work actually performed in excess of eight (8) hours in any one work day, be entitled to one and one-half (1 1/2) times the specific employee's appropriate base pay rate; provided that the employee does not use sick leave during the

remaining work week. Sick leave used during the work week prior to the overtime or required by the surgery or hospitalization of the employee shall not affect overtime payment.

20.2 In the event that City employees covered by this Agreement are required to perform services beyond forty (40) hours, and the overtime is not an extension or continuation of a normal work day, employees shall be called out as follows, according to their seniority with the City:

(a) By seniority, by classification in the department required to perform the job.

(b) By seniority, by classification, outside of department if qualified.

(c) All qualified employees listed in the department by seniority.

(d) All other qualified union employees listed by seniority.

On the next occasion when, the City offers overtime, the City will return to the top of the applicable seniority list.

An employee on vacation, bereavement leave, sick leave (not for personal illness or injury) or covered by Section 34.9 may be called out for overtime by mutual agreement between the City and the employee, subject to prior written notice from the employee to his immediate supervisor.

An employee may remove his name from the list of employees eligible for non-emergency overtime, by delivering written notice to the employee's immediate supervisor or to the Service Director. The employee may revoke his removal for the overtime eligibility list, by a subsequent notice in writing.

The foregoing procedure will not apply, however, when overtime is offered by an extension of the normal work day, by a period not to exceed eight (8) hours. Employees assigned to perform a particular job during the normal workday that is not completed by the end of the normal shift shall be offered the opportunity of overtime to complete the job which the City decides to complete prior to the administration of Section 20.2.

20.3 Employees shall be called out for emergency overtime according to the work to be performed. The classifications necessary to perform the work shall be called out first, then employees who are qualified shall be called out.

20.4 Notwithstanding anything to the contrary contained in this Article, any employee required to work on a Sunday, which is not otherwise a normally scheduled workday, or on a holiday as listed in this Agreement, shall be compensated at the rate of time and one-half (1 1/2) of the normal straight-time rate of pay.

20.5 a) When the City determines that overtime is necessary for snow removal, the City may ask employees to extend their scheduled day by a period not to exceed eight (8) hours.

An employee who has refused the overtime or, after eight (8) hours off duty, an employee who has worked sixteen (16) hours, may call to notify that he is now available.

b) Snow removal callouts shall be in the order provided in Section 20.2(a) through (d).

In addition to full-time employees, the City may hire emergency drivers for removal of snow and ice and for emergency situations. Before using emergency drivers, the City must have made a reasonable effort to contact employees who are capable of performing the required functions to offer them the opportunity to work. If a full-time driver notifies the City of his/her availability, he/she will be used in place of or in addition to any emergency driver(s) being used.

20.6 When overtime is next assigned in connection with snow removal, the City will return to the top of the appropriate call out list.

20.7 When the City calls more than five (5) drivers in to plow snow on an overtime basis, at least two (2) mechanics will be present to perform any emergency repairs; these mechanics will perform such duties as are assigned while awaiting emergencies.

ARTICLE XXI LEAVE CONVERSION

21.1 At retirement or upon death while employed by the City, payment shall be made for the following:

(a) Unused earned vacation leave, consisting of any vacation leave earned in the prior calendar year, but not yet used, and on a prorated basis, vacation leave and personal days earned during the current year;

(b) For employees with ten (10) or more years of service with the City, one-third (1/3) the value of accrued and unused sick leave provided, however, that the aggregate value of the unused sick leave converted shall not exceed a maximum payment of the value of seven hundred twenty (720) hours; and

(c) Pro-rata longevity payment.

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

At resignation, retirement, or upon death while employed by the City, payment shall be made for accumulated unpaid overtime and compensatory time.

21.2 Payments shall be included in the employee's final paycheck due to the employee.

ARTICLE XXII LONGEVITY

22.1 Effective January 1, 2013, employees shall receive longevity payments after the completion of the required length of continuous full-time service with the City of Parma pursuant to the following schedule:

After five (5) years After	$400.00 per year
ten (10) years After	$800.00 per year
fifteen (15) years After	$1,200.00 per year
twenty (20) years After	$1,600.00 per year
twenty-five (25) years	$2,000.00 per year
After thirty (30) years	$2,000.00 per year

22.2 Longevity payments shall be made in a lump sum by separate check on the 15th of the month in which the employee's anniversary date falls. If the 15th falls on a weekend or holiday or other day on which City Hall is closed, the payment will be made the next working day.

22.3 Years of service means continuous annual employment as a full-time employee. Any layoff not in excess of two (2) years, or any authorized leave of absence not in excess of one (1) year, shall not be considered as a break in service in the determination as to whether employment is continuous or not, except that during the period of any such layoff or leave of absence, years of service shall not accumulate and no payment of longevity benefits shall be made.

ARTICLE XXIII CLOTHING ALLOWANCE

23.1 Clothing allowances of seven hundred thirty ($730.00) dollars shall be paid to each employee covered by this Agreement, the check to be issued on or before April 15 of each year. The employee will be required to wear uniform shirts, pants/shorts and shoes which should be leased or purchased by the employee.

23.2 Instead of clothing allowance those employees in the classifications of Automotive Mechanic I, Automotive Mechanic II, Body Repairman-Painter I, and Body Repairman-Painter II shall continue to be provided rental uniforms during the term of this Agreement.

ARTICLE XXIV TOOL ALLOWANCE

24.1 On or before April 15 of each year, the City shall provide each Automotive Mechanic I, Automotive Mechanic II, Body Repairman-Painter I and Body Repairman-Painter II with an eight hundred twenty ($820.00) dollar tool allowance.

ARTICLE XXV INSURANCE BENEFITS UPON DEATH

25.1 Employees shall be covered by a twenty-five thousand ($25,000.00) dollar life insurance and for accidental death and dismemberment an additional twenty-five thousand ($25,000.00) dollars.

25.2 The City shall continue medical benefits provided in Article XXVI 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.

ARTICLE XXVI INSURANCE

26.1 The City of Parma shall make available health insurance coverage for each fulltime employee who elects coverage, whether single or family. The coverage provided will be subject to the provisions of Section 26.3.

26.2 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 two thousand ($2,000.00) dollars family, and eight hundred ($800.00) dollars single. Election of this bonus requires a written request to the Auditor.

26.3 The Employer reserves the right to continue to self insure or utilize an insurance carrier, at its discretion, to provide such coverage, providing the coverage is comparable to existing coverage. If the cost of medical insurance coverage increases over the course of this Agreement, the parties agree to utilize the Insurance Committee as provided in the collective bargaining agreement between the Employer and the I.A.F.F. for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternative coverage, alternative means of providing coverage and/or possible employee contributions to the cost. The Union recognizes the right of the Employer to secure alternative insurance carriers and to thereby modify insurance coverage, provided the coverage is consistent with the coverage in effect with the other bargaining units.

26.4 The Union shall be eligible to participate in the Insurance Committee as provided in the collective bargaining agreement between the Employer and the I.A.F.F. with two representatives on said committee.

26.5 Any employee who retires after March 31, 2006, is not eligible for any City funded health insurance coverage after retirement.

ARTICLE XXVII SENIORITY

27.1 Any employee who, from the date of this Agreement, is promoted, shall in all such cases continue seniority from the original date of employment without any break in seniority so that in

the event of any future layoffs which might affect those employees, their total years of continuous service within the bargaining unit will apply to their current job classifications.

27.2 Any layoffs of employees in the bargaining unit shall be accomplished and made according to seniority, which has been accumulated by City personnel during their continuous length of service within the Service Department consistent with the City's need to maintain qualified employees in any classification. Recalls from layoffs shall be in the inverse order of the layoffs, the most senior employees to be the first recalled. Seniority, as herein used, means only continuous length of Service for the City to the exclusion of all other public service, except as otherwise provided herein. A resumption of service after disruption by layoff shall constitute continuous service.

An employee shall retain seniority benefits while he is on layoff up to twenty-four (24) consecutive months.

All other procedural issues and aspects of layoff procedure not specifically set forth in this Article shall be governed by City Ordinance, Civil Service Commission rule, and Civil Service Law.

27.3 Before laying off and/or reducing the hours of work below forty (40) hours per week for regular full-time or part-time employees, all temporary, seasonal, or casual employees shall be laid off first. If the City needs to layoff or reduce hours of additional employees, regular part-time employees will be laid off before reducing the hours of or laying off regular full-time employees. In the event of a layoff of permanent full-time bargaining unit employees, government sponsored program employees will not perform the regular or normally performed work of the laid-off employees.

The Employer may utilize unpaid furlough days, work hours reduction, or layoffs. Prior to the implementation of any of the above, the Employer will meet with the Union to discuss the utilization of the above personnel actions, including combinations of the above or other cost savings that may be mutually agreed upon. In the event no agreement is reached regarding the utilization of these personnel actions or alternative solutions, the Employer may implement such action(s) at its discretion by giving the Union written notice pursuant to paragraph 27.6, below.

27.4 Further, all temporary, seasonal or casual employees and/or government sponsored program employees who are hired for the senior citizen snow removal and/or grass cutting will be laid off before the lay-off or reduction in hours of regular full-time employees. Work shall not be assigned to temporary, seasonal or governmental sponsored program employees as a means of denying overtime work to regular full-time employees.

27.5 Employees who are to be laid off or displaced shall have the right to displace other less senior employees in classifications previously held or if they held no previous classification in which they could bump, they may replace the least senior employee in a classification in which they can perform the material and essential duties.

27.6 The City shall give the Union and unit members to be laid off twenty (20) days' notice of its intent to layoff that classification. Said notice shall indicate which classifications or classification series are to be laid off. Members of the bargaining unit may volunteer to be laid off by seniority subject to the approval by the City. The City is not required to give the twenty (20) day notice to members who are affected by the exercise of displacement rights.

27.7 The City will limit the number of regular part-time employees in the service garage, sewer, sign shop and recreation to a number not to exceed twenty (20%) percent of bargaining unit employees working in those areas. As used herein, "regular part-time employees" does not include temporary, seasonal or casual employees.

27.8 No supervisors, members of Municipal, County, State Employees Union, Local 1099, any other Union Local in the City of Parma or any other member of Parma City management will perform work of bargaining unit employees.

ARTICLE XXVIII ADDITIONAL COMPENSATION

28.1 Employees required to perform duties in a classification which has a pay rate higher than that pay rate assigned to their classification shall, when assigned and working in the higher classification, receive the rate of compensation of the higher classification for the hours worked in the higher classification.

ARTICLE XXIX DISABILITY COMPENSATION ON DUTY INJURY

29.1 Whenever an employee covered by this Agreement is injured in the course of his or her employment, which injury causes the employee to be disabled from his duties, a claim stating all facts and circumstances shall be filed with the Service Director for payment of wages by the City, not from accumulated sick leave, but from regular payroll. The Director shall review the application and shall rule as to whether the injury occurred during the employment through the negligence of some third party and without the contributory negligence of the employee. If he so finds, the Director shall order salary payment from the regular payroll account upon presentation of proof of disability from the employee's treating physician.

29.2 In order for such an injury to be compensable under this Section, the incident of injury must be reported in writing to a supervisor as soon as possible but no later than twenty-four (24) hours after the incident causing the injury even if the injury itself does not immediately develop or appear serious. Should the employee not be at work, the initial report shall be made to the on-call supervisor and/or dispatcher within twenty-four (24) hours of the incident causing the injury with a written report to follow as soon as possible. The benefits shall commence upon the seventh(7th,) day from the start of such period of disability and shall continue for a period of six (6) months from that date if the injury occurred through the negligence of some third party and without the contributing negligence of the employee. Otherwise, on-the-job injury benefits shall commence twenty (20) days from the start of the disability.

29.3 If an employee is dissatisfied with the ruling of the Service Director as to the coverage of his injury by this Section, the employee may appeal the decision for reconsideration to the

Mayor, and the decision of the Mayor shall be final. Duty injuries recognized under this procedure will include, but not be limited to, serious injuries to employees, such as being struck by a car while working along the streets or highways, or unprovoked assaults by third parties.

29.4 Employees who are injured while on duty shall file for the Worker's Compensation benefits according to the provisions of the Worker's Compensation law and regulations. Such filing shall include requests for any available compensatory program designed to compensate the employee for wages lost during the period of disability. Copies shall be provided to the City. As a condition precedent to receiving injury leave, the employee must submit all compensatory benefits to City to which the employee is entitled under Worker's Compensation.

29.5 The City may assign an employee to "light duty" during a period of disability based on a physician's or chiropractor's evaluation of what the employee can and cannot perform, if the employee remains unable to perform the material and substantial duties of his classification but could perform the duties of a lower classification. Such "light duty" work may not exceed six (6) months.

If it is determined that the employee is permanently disabled, or disabled for more than six (6) months from the performance of the material and substantial duties of their position, then the employee may request a temporary voluntary demotion, subject to approval by the Mayor, to a lower classification for the period of the disability.

If the disability is permanent such that the employee cannot perform the material and substantial duties of his prior classification and the employee can perform the material and substantial duties of a lower classification, then the employee may request a voluntary demotion to the lower classification, subject to the approval of the Mayor.

For any demotion there must be a vacant position available.

29.6 An employee who is disabled may request, and the City, at its sole discretion, may, but is not required to, consider assignment of the employee to a classification which is not lower than the employee's current classification so long as the assignment does not cause anyone to be laid off from his/her classification.

29.7 A physician's or chiropractor's evaluation should include whether the employee is able to perform the material and substantial duties of his classification and that his return to duty will not jeopardize the health and safety of himself or other employees. If the employee is not capable of performing the duties of his classification, the physician or chiropractor shall specify the area(s) of inability.

ARTICLE XXX SHIFT DIFFERENTIAL

30.1 When the Director of Public Service deems it necessary to call, or assign, any hourly paid employee covered by this Agreement to work a second shift, such employee shall receive as additional compensation for all such hours worked, forty ($0.40) cents per hour. When the Director of Public Service deems it necessary to call, or assign, any such employee to the third

shift, such employee shall receive as additional compensation, fifty ($0.50) cents per hour for all such hours worked. Laborers assigned to the second or third shift shall receive an additional differential of twenty-five ($0.25) cents per hour provided that the laborer is not assigned to a higher classification.

30.2 Provided, however, that no differential as outlined in the above Section shall be paid to any employee receiving an overtime rate at the same time.

ARTICLE XXXI EMPLOYEE HOURLY RATES

31.1 The rates of hourly compensation for employees covered by this Agreement shall be as set forth in Appendix A.

31.2 In order to incent employees to hold a Class A, CDL, the City will pay a special license add-on of thirty-five ($0.35) cents per hour for all hours worked to those who have voluntarily maintained a Class A, CDL, including mechanics having a Class A, CDL. The number who may be approved for the add-on at any time in the future is at the sole discretion of the City. An employee who receives the add-on must agree to maintain the Class A, CDL for two (2) years from receipt of any add-on fee.

31.3 Special Skills Assignment. The City will pay a Laborer or Truck Driver classification employee who is assigned to perform cement/concrete, bricklaying, welding, tree crew chain saw operators, the sewer jet crew, ground crew on paver, sanitary sewer dig out and/or assigned primary responsibility for arborist/horticulturist duties such as landscape design, planting and maintenance fifty ($0.50) cents per hour above their classified rate, provided the employee performs the above-specified work for one (1) continuous hour or more. This additional fifty ($0.50) cents per hour shall not be added to the additional compensation received by laborers while performing truck driver work outlined in Section 31.2. Effective January 1, 2013, such payment shall apply to the street cement saw operator and mechanic fabricating parts.

The City in its sole discretion shall determine when each employee is performing special skills duties and when each employee will be assigned to perform the special skills and also the length of time each employee shall perform the special skills.

31 .4 Vacation Leave Payments. The City shall not be obligated to pay vacation leave at a rate higher than the employee's permanent classification irrespective of the length of time an employee performs work at a higher classification level or performs special skills work except that an employee transferred to a higher classification for more than six (6) months in any anniversary year shall be paid vacation leave at the higher rate.

31.5 Overtime. The City shall be obligated to pay overtime (time and one-half) while the employee is receiving a wage supplement on the classification rate the employee is entitled to based upon the provisions of Section 31.2 and 31.3, provided the employee meets the criteria of the sections.

ARTICLE XXXII TRANSFER OF EMPLOYEES

32.1 If, for the good of public service to the City, it is deemed advisable to transfer any employee from one department or division to another department or division, whether paid hourly or annually, such transfer shall in no way affect or cause a loss of seniority rights.

32.2 When an employee is transferred from one division to another division within the Service Department the employee shall be assigned to the job position and salary category which, based upon duties, responsibilities, etc., is most comparable to the employee's previous position.

32.3 In the event an employee is not permitted to transfer from one department or division to another department or division, by virtue of state civil service law, and if such employee resigns and then is immediately appointed to another division or department of the City, the employee shall be considered as having transferred to such division or department and shall retain all accumulated seniority rights, except if the appointment is to the Division of Safety (other than a transfer to the sign and print shop).

32.4 The transfer of an employee to fill a temporary opening shall be limited to no more than ninety (90) days unless the opening is caused by absence of an employee on leave longer than ninety (90) days. In addition, the City may transfer employees for job training opportunities as provided in Article 35.

32.5 This Article does not prohibit the simultaneous transfer of employees between jobs so long as it is requested by both employees and approved by the City. Approval or rejection of such a swap is at the City's total discretion.

ARTICLE XXXIII MILITARY LEAVE

33.1 Employees who are members of the Ohio National Guard, the Ohio Defense Corps, Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from their duties without a loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one (1) calendar year. The maximum number of hours for which payment can be made in any one (1) calendar year is one hundred seventy-six (176) hours.

33.2 Compensation. Employees shall receive compensation they would have received for up to. thirty-one (31) days in a calendar year even though they served more than thirty-one (31) days on field training or active duty. There is no requirement that the service be for one (1) continuous period of time. Employees are required to submit to the administration an order or statement from the appropriate military authority as evidence of military duty before military leave with pay will be granted.

33.3 Such military leave of absence shall not affect an employee's rights to vacation leave, sick leave, bonuses, or other normal benefits of the employee's employment.

ARTICLE XXXIV MISCELLANEOUS BENEFITS

34.1 Breaks. Each employee shall be entitled to a ten (10) minute relief break during the first four (4) hours of his shift and an additional ten (10) minute break during the second four (4) hours of his shift. In addition, employees shall be entitled to an unpaid thirty (30) minute lunch break.

34.2 Employee Rights. An employee may request an opportunity to review his or her personnel file, add pertinent memorandum to the file, clarifying any documents to that file and may have a representative of the Union present when reviewing his or her file. Reasonable requests for copies of items included in the file shall be honored. Requests must be reasonable and during working hours.

Records of disciplinary action whose age exceeds the following time periods shall not be utilized in subsequent disciplinary actions, providing no other disciplinary action has taken place during the respective time period. The time periods for the aging of disciplinary action are as follows:

Written reprimands	Two (2) years
Suspensions of five (5) days or less	Five (5) years
Suspensions over five (5) days	No limit

Employees shall, upon request, have a union steward or officer of the local present at disciplinary hearings or hearings which shall result in disciplinary action for the affected employees. Requests shall not be made to delay hearings.

34.3 Union Representation. The parties agree that it may be necessary for a union representative to leave a normal work assignment while acting in the capacity of Union representative. The Union recognizes the operational needs of the city and will keep to a minimum the time left from work. Before leaving his assignment, the on-duty representative must obtain approval from his supervisor. All time spent on union business or in the capacity as a union representative shall be without compensation. All time off must be accounted for to the employee or representative's supervisor.

The parties recognize that from time to time Administration or City Officials will request discussions or meetings with Union officials and that such time for Union representatives shall be with pay if such time is during normal working hours. The City and Union Committee will schedule to meet once a month for an hour on working time to review pending issues. All other time during normal work hours for on-duty representative shall be without pay except for those instances specifically set forth herein.

The parties recognize that Union membership meetings may be scheduled during the normal working hours of an Executive Board member from time to time. Unless doing so would unreasonably disrupt City operations, the City will allow the Board member to leave work to attend the meeting without compensation from the City. The time necessary to attend such meetings will not be counted as an absence for attendance purposes.

A non-employee representative of the Union may enter the premises of an operation of the City between the hours of eight o'clock (8:00) a.m. and five o'clock (5:00) p.m. Monday through Friday upon request and with the prior approval of the Mayor or his designee. The visitation will be strictly for the purpose of administration of the contract and shall not interfere with the work of any employee or the operations of the City.

34.4 Union Conference Leave:

Upon two (2) weeks advance written notice to the Service Director, temporary unpaid leaves of absence will be granted as reasonably requested to attend Union conventions or conferences subject to the prior approval of the Service Director based on the scheduling needs of the City.

Leaves with pay totaling up to two hundred (200) hours per year may be granted to attend safety or other training approved in advance by the Service Director with no more than two (2) employees on leave at a time. The employee(s) approved to attend will provide an oral briefing of the materials covered as directed by the Service Director. Approved leaves will not be counted as an absence for attendance purposes.

34.5 Safety. The City agrees to provide and continue to maintain safe working conditions. Should the Union or employee point out potentially unsafe conditions, the City will make reasonable efforts to correct the same. The City and Union representatives on the Safety Committee will develop a Safety Training Program by mutual agreement to begin no later than three (3) months after the signing of this Agreement. No employee shall be disciplined for his or her reasonable refusal to perform an act which, because of prevailing conditions, creates an unreasonable risk to health and safety. The City can discipline for violation of safety standards, which discipline may include discharge. No grievance may be filed regarding alleged safety violations until the Mayor and Service Director have been informed of an alleged safety violation and have had reasonable opportunity to respond to such allegation of safety violation. The City will correct a safety violation within a reasonable time frame.

34.6 Safety Committee.

(a) A joint Safety Committee shall be appointed consisting of three (3) representatives of the City and four (4) employee representatives designated by the Union. The Risk Manager shall serve as Special Advisor to the Committee.

(b) The function of the Safety Committee shall be to advise the City concerning safety and health matters. The Safety Committee shall consider existing practices and rules relating to safety and health, formulate suggested changes in existing safety practices and safety rules, consider employee training regarding safe work practices and direct them to the Mayor or his designee. The City will give consideration to acting upon the recommendations of the Safety Committee that are practicable and feasible.

(c) The Safety Committee will meet at least bi-monthly at mutually agreed upon times. The City will provide training to the Safety Committee.

(d) Minutes will be kept by the Safety Committee.

34.7 All employees who are not required to have a CDL, in addition to those employees who are required to have a CDL and participate in random drug testing, shall be required to participate in random drug testing on the same terms and conditions as those employees possessing a CDL.

34.8 Paychecks. The City will make reasonable efforts to issue paychecks every other Thursday, or Wednesday if Thursday is a holiday or at its discretion utilize electronic deposits.

34.9 Bulletin Boards. The Union shall be allowed one (1) locked bulletin board for Union notices. The bulletin board will be located in the service garage. The Union and the Mayor will be the sole holders of the keys to the bulletin board.

34.10 Jury Duty/Witness. Any full-time City employee who serves as a juror or is subpoenaed to appear as a witness on behalf of the City in any court of record shall be compensated at his regular rate of compensation, less jury and/or witness fees earned, for any jury or witness service during a regularly scheduled work day. An employee shall not be required to work his scheduled shift if it begins or ends less than eight (8) hours from the jury or witness service.

34.11 Residency. There will be no residency requirements for employees in bargaining unit positions.

34.12 The City, at its sole discretion, may approve an employee's request for a leave of absence with or without payor benefits and the granting or denial of any leave shall not be used to support any other request for leave by any employee. At the time of approval, the City will advise the employee if it will be able to return the employee to the position held at the time of the leave upon expiration of the leave or will be able to consider the employee for return to that position or other open position.

ARTICLE XXXV JOB BIDDING

35.1 For the purpose of these provisions a "vacancy" is defined as the City determining to fill a particular job listed in Appendix A. Whenever a vacancy occurs within the bargaining unit, notice of such vacancy shall be posted by the City for a period of at least five (5) consecutive work days, not including the date of posting. During the posting period anyone may apply for the vacant position by submitting a written application on a form provided by the City, to the person designated in the posting for receipt of the application. Postings shall contain the requirements of the job, scheduled hours, and the rate of pay. Selection of a successful bidder will be made ten (10) days after the five (5) day posting period.

All applications filed in a timely manner will be reviewed by the City. The job shall be awarded to the applicant deemed qualified by the City after considering the following: (a) length

of continuous service with the City, (b) unexcused absence within the last twenty-four (24) months, (c) prior performance at work and any prior documented discipline within the last thirty-six (36) months, (d) skill and ability to perform the duties of the vacant job, (e) any job training, and (f) licensing when required. When factors (b) through (f) are relatively equal, seniority shall prevail. Assignments will be made within thirty (30) days after the selection of the successful bidder has been made. If there are no applicants deemed qualified by the City, the job may be filled by hiring from outside the bargaining unit. When promoting from within the Bargaining Unit, the employee should have additional job training made available to enhance their skill set. The City may elect to outsource this additional training if needed.

35.2 When the City decides to fill a vacancy in the laborer classification created by a promotion of a laborer or a laborer leaving the employment of the City, the opening will be posted in accordance with Section 35.1 and all interested employees shall submit a written application on a form provided by the City. The opening will be awarded to the senior applicant after considering the following: (a) ability to learn the job, (b) unexcused attendance within the last twelve (12) months, and (c) prior performance at work within the last twelve (12) months. If there are no applicants deemed qualified by the City, the job may be filled by hiring from outside the bargaining unit.

35.3 Any existing City employee selected for a vacancy shall serve a promotion probationary period of up to one hundred twenty (120) days from the first workday in the new position. An employee who fails to qualify during this promotion probationary period as determined by the City shall be returned to his former position.

35.4 In order to have readily available trained employees for vacancies occurring under Sections 35.1, the City may decide to offer job training opportunities. When the City decides to offer job training opportunities, notice of these opportunities will be posted in accordance with Section 35. I and all interested employees shall submit a written application on a form required by the City. The opportunity(ies) will be awarded by the City after considering the following: (a) length of continuous service with the City, (b) unexcused absence within the last twenty-four (24) months, and (c) prior performance at work and any prior documented discipline within the last thirty-six (36) months, with seniority prevailing if qualifications are relatively equal. The City may require certain licensing to qualify for an opportunity and may reject applicants who already received a training opportunity on the same job within the last twelve (12) months.

The trainee will receive available training opportunities during the succeeding six (6) month period as assigned by the City. During and upon completion of the six (6) month training period, the employee will remain in his/her regular classification except as temporarily transferred on a day-to-day or longer basis which remains at the discretion of the City. Employees selected for job training opportunities shall be paid in accordance with Article 28 when actually working in the higher classification.

35.5 The filling of a vacancy and the decision of success or failure during the promotion probationary period may be grieved. However, the decision of the Mayor shall be final and binding on all involved and may not be appealed to arbitration except that a grievance may be appealed to arbitration only on whether the City followed the procedural obligations and timeliness set forth in this Article.

ARTICLE XXXVI DURATION OF AGREEMENT

36.1 This Agreement represents the complete Agreement on all matters subject to bargaining between the City and the Union and except as otherwise noted herein shall remain in full force and effect from April 1, 2015 through March 31, 2017, with the existing wage rates continuing as provided in the previous Agreement, which expired on March 31, 2014.

36.2 Notwithstanding any other provisions of this Agreement, no modifications to this Agreement's provisions shall create any rights to grievance over any provision that requires a change in practice, procedure or rights retroactively to April 1, 2015.

ARTICLE XXXVII EXECUTION

37.1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this day of May 19, 2016

CITY OF PARMA

Timothy DeGeeter, Mayor

PARMA SERVICE WORKERS, LOCAL 1

Chuck Trapp
President

Vice President

Recording Secretary

Treasurer

APPENDIX A – PAY SCHEDULE, REVISED 2016

	0%	1%	2%
	2015	**2016**	**2017**
Laborer	$23.46	$23.69	$24.16
Special Equipment Operator	$25.09	$25.34	$25.85
Sign Painter	$25.09	$25.34	$25.85
Truck Driver	$23.76	$24.00	$24.48
Maintenance Specialist	$25.40	$25.65	$26.16
Parts Expediter	$24.01	$24.25	$24.74
Dispatcher	$23.78	$24.02	$24.50
Printer	$25.09	$25.34	$25.85
Traffic Light Technician	$25.40	$25.65	$26.16
Automotive Mechanic I	$25.42	$25.67	$26.18
Automotive Mechanic II	$24.01	$24.25	$24.74
Body Repairman Painter I	$24.62	$24.87	$26.40
Bod Repairman Painter II	$23.89	$24.13	$24.61

AMENDMENT - 2016 CONCESSIONS

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

Article XVI, Section 16.2 – Sick Leave:

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

Article XXIII, Section 23.1 – Clothing Allowance:

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

Article XXIV, Section 24.1 – Tool Allowance:

The amount for the tool allowance is reduced to $90.00 in calendar year 2016.

Wages:

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