

ORDINANCE NO. 2023 - 31

AN ORDINANCE APPROVING AND AUTHORIZING THE ADMINISTRATION TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PARMA HEIGHTS AND LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 860, AND DECLARING AN EMERGENCY

WHEREAS, terms and conditions of employment of certain employees in the Service Department of the City have been reached in collective bargaining negotiations between the City of Parma Heights and Laborers' International Union of North America, Local 860 (Local 860); and,

WHEREAS, the 2020-2021 Collective Bargaining Agreement expired at 11:59 P.M. on December 31, 2021; however, the parties have been operating under the status quo until now.

WHEREAS, the new Collective Bargaining Agreement is effective January 1, 2023, through December 31, 2025.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Collective Bargaining Agreement with Local 860, attached hereto and incorporated herein as Exhibit "A", is adopted, ratified, and approved, and the Administration is authorized and empowered to execute and enter into said Collective Bargaining Agreement for and on behalf of the City of Parma Heights.

Section 2: Ordinance No. 2021-30 passed December 21, 2021 is repealed.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 4: This Ordinance is declared to be an emergency measure for the public peace, health and safety of the Municipality and for the further reason that the provisions of this ordinance are immediately required in order to continue the highest possible level of efficiency and service of certain employees in the Service Department of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: May 22, 2023

Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara Allen
CLERK OF COUNCIL

May 22, 2023
APPROVED

FILED WITH
THE MAYOR: May 22, 2023

Marie Gallo
MAYOR MARIE GALLO

EXHIBIT A

AN AGREEMENT BETWEEN

THE CITY OF PARMA HEIGHTS

AND

LABORERS' INTERNATIONAL UNION

OF NORTH AMERICA,

LOCAL 860

(SERVICE DEPARTMENT)

EFFECTIVE DATE: JANUARY 1, 2023

EXPIRATION DATE: DECEMBER 31, 2025

TABLE OF CONTENTS

RECOGNITION.....	4
CHECK-OFF.....	4
DISCIPLINE.....	5
GRIEVANCE PROCEDURE.....	6
PROBATIONARY PERIOD.....	7
SENIORITY.....	7
LAY-OFF AND RECALL.....	8
JOB BIDDING.....	9
HOURS OF WORK.....	9
COFFEE BREAKS.....	11
CLASSIFICATION.....	11
COMMERCIAL DRIVERS LICENSE.....	13
RATES OF PAY.....	15
VACATIONS.....	17
HOLIDAYS.....	18
LONGEVITYPAY.....	19
SICK LEAVE.....	20
INSURANCE.....	24
SAFETY.....	25
MECHANICS TOOL ALLOWANCE.....	26
OPERATION OF CITY EQUIPMENT.....	26
MANAGEMENT RIGHTS.....	26
UNION MEETINGS.....	27
PERS AND UNEMPLOYMENT.....	27
LEGALITY.....	27
DURATION.....	28
NEGOTIATION PROCEDURES.....	28
DRUG/ALCOHOL TESTING.....	28
UNION REPRESENTATION.....	28
NON-DISCRIMINATION.....	29
LABOR MANAGEMENT CONFERENCES.....	29

This contract is made between the City of Parma Heights, hereinafter referred to as the "City" and Laborers' International Union of North America, Local 860, hereinafter referred to as the "Union."

RECOGNITION

1.01 The Union is recognized as sole and exclusive representative for the duration of this Contract of full-time employees in the classifications of: Mechanic I, Mechanic II, Mechanic III, Mechanic Supervisor, Serviceman Grade I, Serviceman Grade II, and Serviceman Grade III, Serviceman Grade IV, and Serviceman Supervisor in the Service Department of the City. Part-time, Seasonal and Temporary Employees. Supervisors and Foreman are excluded from the bargaining unit for which recognition is granted.

CHECK-OFF

2.01 All bargaining unit employees who are members of the Union on the date this Agreement is signed and all other employees in the bargaining unit who become members of the Union at any time in the future are required to pay dues, initiation fees and other fees required by the Union, its Constitution or Bylaws to maintain membership in good standing.

2.02 All bargaining unit employees who do not become or elect not to become members of the Union may voluntarily consent to pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Agreement. An employee is not required to pay fair share fees unless he or she voluntarily consents to do so. Should a bargaining unit employee not voluntarily consent to pay a fair share to the Union and later requests the Union to represent him or her, the Union shall charge the employee for representation services if permitted by law.

2.03 The City will deduct fair share fees or regular monthly dues, initiation fees, readmission fees and other authorized fees from the pay of bargaining unit employees upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his/her signature, provided that any employee shall have the right to revoke such authorization by giving written notice to the Union at any time during the fifteen (15) calendar days prior to the termination of this contract, the date described in the employee's signed authorization card, if any, or transfer outside of the bargaining unit, whichever is earlier. The Union agrees to hold the City harmless, financial or otherwise, in regards to authorization of fair share fees.

2.04 Deductions will be made from the pay of all employees bi weekly. In the event an employee's pay is insufficient for the deduction to be taken, the City will deduct the amount from the employee's next regular pay where the amount earned is sufficient.

2.05 All deductions under this Article, together with an alphabetical list of names of all employees whose fees and/or dues have been deducted, shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made. Upon receipt, the Union shall assume responsibility for the disposition of all funds deducted.

2.06 The City shall place back on Check off those employees who return to the active payroll from a leave of absence, layoff, suspension, or who are transferred back into the bargaining unit.

2.07 When the City deducts the incorrect amount of dues or fees from an Employee's paycheck, the City shall, upon receipt of written notification of the mistake, correct the error as soon as reasonably practicable, but no later than the next payroll period.

2.08 The City shall provide the Union with a monthly list of employees who enter or exit the bargaining unit.

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

DISCIPLINE

3.01 The City reserves the right to invoke discipline procedures as required. Disciplinary hearings or interviews requested as part of the disciplinary process will be conducted during work hours (this shall not apply to Arbitration, Fact-finding or other meetings held before a thirdparty, or to the contract negotiation process). A pre-disciplinary conference shall be held within five (5) days after infraction of rules.

Extensions shall be granted up to five (5) days with a written explanation of the reason for extended time to investigate said infraction of work rules. The City shall inform the Employee of the discipline to be administered within five (5) days of the disciplinary hearing. The City reserves the right to administer or carry out the discipline when it deems best from an operational needs perspective. Disciplinary measures involving suspension from employment shall not be invoked without a prior hearing before the Director of Public Service, his assistant or the Director of Personnel. Such hearing shall be attended by the appropriate Supervisor, the employee for who discipline, involving suspension, is being considered, and the union steward or his assistant. An Employee shall be placed on administrative leave with pay when a criminal investigation is pending. Such paid leave will terminate when a decision is made to retain or terminate the Employee.

3.02 Any record of discipline involving verbal or written reprimands, and suspensions of no more than one day, will be removed from the employee's personnel file after a two year period, counted from the date such disciplinary action was taken; provided however, that the employee has not subsequently been disciplined for the same offense within the two year period. If disciplined a subsequent time for the same offense within said two year time frame, a new two-year time period will begin from the date of the discipline imposed for the subsequent offense. Disciplinary records so removed from the employee's personnel file cannot be used against the employee in determining future discipline. However; in the event of determinations leading to termination of an employee, the totality of the employee's file (both the personnel file and any

file information previously removed from the personnel file pursuant to this section), shall be considered.

GRIEVANCE PROCEDURE

4.01 Step 1. An employee who has a possible grievance shall discuss it informally with his immediate supervisor, either alone or accompanied by a Union Steward(s) and/or Union Official(s) within (5) days after the employee learned or should have learned of the event upon which the grievance is based. The immediate supervisor shall give an answer to the employee within (3) days following the date of the grievance discussion.

Step 2. If the employees' grievance is not satisfactorily settled in step 1, the grievance shall be reduced to writing and signed by the employee and submitted to the Service Department Supervisor within (9) days after the employee, learned, or should have learned, of the event upon which the grievance is based. The written grievance must set forth the complete facts upon which it is based, the date and time of their occurrence, the Agreement provision upon which grievance is based, the name of the employee involved, and the relief requested. The Maintenance Supervisor shall give a written answer within (3) days after the receipt of the grievance in writing.

Step 3. If the grievance is not satisfactorily settled in Step 2, the employee may appeal in writing to the Service Director within (15) days after he learned, or should have learned, of the event upon which the grievance is based. The Service Director, together with such representatives of the City as the Service Director deems appropriate, shall then meet with a representative or representatives of the Union and the grievant to consider the grievance. The Service Director will answer the grievance in writing within (ten) IO working days following completion of the Step 3 discussion.

Step 4. If the grievance is not satisfactorily settled in Step 3, the Union may appeal said decision within thirty (30) days after the employee learned, or should have learned, of the event upon which the grievance is based by filing a demand in writing to the City to submit the matter to final and binding arbitration and simultaneously serving a demand for arbitration and request for a list of arbitrators to the Federal Mediation and Conciliation Service. The parties shall attempt to agree on an arbitrator from the pane submitted and, if unsuccessful, either party may request a second panel. If a mutually agreeable arbitrator cannot be selected from the second panel, the parties shall be bound to accept an arbitrator from said second panel by the alternate strike method.

4.02 The arbitrator's authority shall be limited to interpretation and application of the terms of this Agreement and he shall not have any authority to add or to subtract from, or modify in any way, the provisions of this Agreement. The arbitrator shall not make an award in conflict with the law or pass upon issues governed by law. The costs of the arbitration shall be shared equally by the Employer and Union.

4.03 Any grievance which is not timely presented by the grievant in accordance with the time scheduled set forth above shall be considered settled in accordance with the last answer of

management and shall not be arbitrable. Any grievance not answered by management within the timetable set forth above shall be deemed rejected and will be advanced to the next step of the grievance procedure upon a timely filing of an appeal by the grievant in accordance with the provisions of this Agreement.

PROBATIONARY PERIOD

5.01 Employees shall be considered to be on probation for a period of twelve (12) months from the last date of hire. During the probationary period, discharge or suspension by the City shall not be subject to the grievance procedure. Employees in classifications covered by this Contract are required, as a condition of continued employment, to become members of the Union upon completion of their twelve (12) month probationary period of employment.

SENIORITY

6.01 Only regular full-time employees of the City shall have seniority. An employee shall have no seniority during the probationary period provided in this Contract, but upon completion of the probationary period, seniority shall be retroactive to the employee's last date of hire. Supervisors and Foreman of the Department of Public Service shall have only that seniority acquired prior to the establishment of the Union as bargaining agent for the employees of the Department. Any employee promoted from the Bargaining Unit to a Supervisory position shall retain but not accumulate seniority for job preference purposes during the time spent as a supervisor. This in no way alters the accumulation of seniority, by Supervisors and Foreman, as it affects other benefits afforded by employment with the City.

6.02 Seniority shall mean an employee's uninterrupted length of continuous service with the City in a classification covered by this Contract from his last hiring date as a full-time employee. The City shall maintain and make available to the Union a seniority list which shall be updated every year. This seniority list shall contain the name, classification, date of hire and rate of pay as the date of the list of each employee. Daily work assignments shall be scheduled according to seniority except where deviation must be made to provide for training of employees of lesser seniority in the operation of City equipment, or where an employee of lesser seniority has a specific skill or training that better qualifies him to a job.

6.03 Seniority status shall not be utilized by an employee as a mechanism to pick and choose job assignments from the daily work schedule as prepared by supervision. Job assignments shall in no way adversely affect employee's job classification or pay rate. Employees having a valid objection to daily job assignment shall first perform the job as scheduled and then take appropriate action the aforesaid Grievance Procedure.

6.04 Continuous service and seniority shall be broken when an employee:

- a) Quits; resigns or retires;
- b) Is discharged for just cause;

- c) Is laid off for a period equal to the amount of seniority held at the time the lay-off commenced, or twelve (12) consecutive months, whichever is less, except those employees with five (5) or more years of seniority at the time of layoff who will have their continuous service and seniority broken if laid off for over two (2) years;
- d) Fails to report to work within five (5) calendar days when recalled from layoff by certified mail addressed to the employee's last known address as shown on City records;
- e) Is absent without report for (3) consecutive work days; unless his failure to report for work is excused by the City.

LAY-OFF AND RECALL

7.01 In the event of lay-off in classifications covered by this Contract, employees will be laid off in the following order.

- a) Temporary, part-time, and seasonal employees, provided probationary and non-probationary full-time employees have the qualifications, skill and ability to perform the available work;
- b) Employees who have not completed their probationary period, provided full-time employees who have completed their probationary period have the qualifications, skill and ability to perform the available work;
- c) Full-time employees within the classification affected who have completed their probationary period. In the application of the foregoing, employees will be retained by reason of their seniority only if they have the qualifications, skill and ability to perform the available work.

7.02 Full-time employees shall be laid off on the basis of their seniority within their classification, provided they have the qualifications, skill and ability to perform the available work. In the event an employee cannot hold in his present classification, he shall have the right to bump an employee with less seniority in an equal or lower rated classification within the department, provided the employee has the qualifications, skill and ability to do the work of the classifications.

7.03 Employees shall be recalled to their classification in accordance with seniority, in the reverse order of their lay-off, provided an employee with seniority entitling him to recall has the qualifications, skill and ability to perform the available work.

7.04 In the event of a personnel lay-off in the bargaining unit, the two Union Stewards would be the last employees to be laid-off.

7.05 Laid-off employees will be given (14) days notice of such lay-off. In addition, when an employee is to be laid off, the Union may request a thirty (30) day period for decisional bargaining to discuss alternatives to the layoff. This thirty (30) day period shall be in addition to

the fourteen (14) day notice period outlined in this section. In addition, employees will be carried on the City's health insurance through the end of the month in which there lay-off is effective.

JOB BIDDING

8.01 Job openings, occurring at the supervisory level, shall be posted indicating required qualifications for such job. Members of the union may apply, in writing, bidding for such job opening indicating their qualifications for such supervisory job. Consideration will be given based on such qualifications and previous employment record with the City. The bargaining unit shall be notified of supervisory positions available in the Service Department for (1) week prior to public notification and shall conduct in-house interviews for (1) week prior to public notification. If no member of the bargaining unit has the qualifications required for the supervisory position, the City shall open the interview process to the public.

8.02 When a job opening develops in the bargaining unit, a bid notice shall be posted indicating qualifications deemed necessary by the City for such job. The bid will be awarded on the basis of seniority among those bidders having the requisite qualifications. The bid notice shall be posted for a period of five (5) working days.

HOURS OF WORK

9.01 The normal work week for regular full-time employees shall be forty (40) hours of work in (5) eight (8) hour days, exclusive of time allotted for meals, during the period starting at 12:00 A.M. Monday to midnight Sunday, except where different hours are necessary to meet operational requirements. Normal daily hours shall be from 7:00 A.M. until 3:30 P.M. with 1/2 hour for lunch. This shall not be construed as a guarantee of hours of work per day or per week, and the City reserves the right, as operational needs and conditions require, to establish and to change hours of work and schedules of hours. If the City adopts a seasonal or permanent second and/or third shift, the City shall pay the Employee shift differential pay of fifty-cents (.50) per hour for second shift and seventy-five cents (.75) per hour for third shift. The city shall give two (2) weeks notice when changing hours of work for seasonal or permanent time periods.

The City reserves the right to special-needs hours for work changes (i.e., nighttime street striping) without advance notice.

If the city determined that it has a financial or operational need to adopt a seasonal or permanent second and/or third shift (as outlined in this section), the City shall notify the union ninety (90) working days prior to the implementation of the planned change for the purpose of meeting to discuss such change. The City and Union shall immediately schedule such meeting, if the meeting shall commence during the ninety (90) working day period. The Union shall have the right to review financial documentation pertaining to shifts in the service departments budget and submit said records to the Union's auditor. If, after discussing the proposed shift change at said meeting, the Union rejects the shift change, the Union may convert the matter into a grievance beginning at step four of the grievance procedure, and to proceed to arbitration limited to the financial and operational considerations of such shift change proposal.

9.02 Employees will be paid time and one-half (1-1/2) their straight time rate of pay for hours worked in excess of eight (8) in any one work day and time and one-half (1-1/2) their straight time rate of pay for hours worked in excess of forty (40) in any one (1) work week provided, however, that there shall be no pyramiding of overtime with other premium pay. For purposes of this section, hours paid for vacation, holidays, compensatory time and sick time shall be calculated as time actually worked.

9.03 The employer will permit employees to sign up for possible overtime work during the week and weekend by noon of each day. The employer will select such employees for overtime based upon availability of work in the current (daily) equalization list. The Employer will only contact those employees who signed up for overtime. If an emergency or other situation arises which changes the Employees availability for overtime, the new employee must notify the Director of Public Services as soon as possible to have his name removed.

For the purpose of equalization of overtime, the Employer will use the daily overtime equalization list. If an Employee indicates he is unable to work, i.e., does not sign up for overtime, then the employee will be charged. Signed-up employees who do not answer their phone, or subsequently not available, will be charged. Notwithstanding, the employer will not charge employees for the following reasons:

- A) Bereavement Leave
- B) Jury Duty
- C) Pre-approved vacation time of 40 hours or more
- D) Active on-duty injury

9.04 At the option of each employee, compensatory hours may be accumulated in lieu of compensation up to a maximum of 96 hours. Said hours will be accumulated at 1.5 hours banked for each overtime hour (or fraction thereof) worked and not compensated. Any employee may utilize said bank of overtime hours with the prior approval of the supervisor in increments of not less than four (4) hours, unless the supervisor, at his sole discretion, determines some lesser time is appropriate. No time off may be granted when such time off would require overtime compensation for other members of the department. The City's Finance Department must be notified of any compensatory time being carried over by November 15. In addition, during the winter season (November 1 through March 31) employees may use up to thirty-two (32) hours of their compensatory time bank. Sixteen (16) hours may be used as winter season fatigue time.

Usage of this additional winter season compensatory time will require supervisory approval subject to winter season staffing needs and in accord with compensatory time usage rules specified in this section. Use of fatigue time will count as hours worked when computing overtime for the day on which such fatigue time is taken.

All compensatory time banked must be utilized by December 1, with the exception of 49 hours which may be carried into the next calendar year. The City's Finance Department must be

notified of any compensatory time being taken over by November 15. At December 1, any compensatory time not use it carried to a subsequent year up to a maximum 56 hours will be paid in cash by multiplying the hours remaining by the employee's normal hourly rate of pay.

No compensatory time off (except winter season comp time) may be utilized from December 1 of any year through February 28 of the following year; although overtime may be accumulated in accordance with the provisions of this article.

9.05 Employees required to work on a holiday will be paid, in lieu of Holiday pay, double time and one-half (2-1/2) their straight-time rate of pay for all hours worked on the holiday.

9.06 An employee who is called into work when he is not regularly scheduled to work shall be compensated as follows: between the hours of 3:30 pm to 11:00 pm at one and one half (1-1/2) time his regular rate for hours worked and shall be compensated for at least two (2) hours pay (except from November 1 to March 31 of each year call outs for salt/snow plowing will be paid at a minimum of three hours at one and one half times (1-1/2) employees' regular rate of pay); and between the hours of 11:00 pm to 7:00 am at one and one half (1-1/2) times his regular rate for a minimum of four (4) hours per call out. Each member of the salt/snow plowing crew shall be compensated one (1) hour premium per pay call out to compensate for the loading of salt trucks (example: if the call is 3 hours, the employee shall be compensated at 2 hours the regular rate of 1 hour at the premium rate.)

9.07 Any employee operating a city vehicle for the purpose of snow plowing, salting or ice control, shall work a maximum of 16 hours within any 24 hour period; however, if an employee's nonbank work shift shall include a portion of 16-hour period, the employee may, at his option, work so much of his normal work shift not to exceed the 16 hour overall limitation.

9.08 Employees responding to a call-out between the hours of 3:30 pm to 7:00 am shall be paid at the applicable rate.

COFFEE BREAKS

10.01 One (1) fifteen (15) minute coffee break is permitted before lunch and one (1) fifteen (15) coffee break is permitted after lunch. Employee's total time away from their assigned tasks for breaks, including purchasing and consumption of food, is not to exceed fifteen (15) minutes. Employees are not permitted to return to the garage for coffee break, but may return for lunch provided that total time away from work, including transportation to and from the job site, does not exceed 30 minutes. Employees may take fifteen (15) minute wash up time prior to lunch. Vehicles are not to congregate at restaurants or other food service locations.

CLASSIFICATION

11.01 Employees covered by this Contact are as follows:

Mechanic I Employees in this classification are normally required to diagnose and perform all major and minor repairs on all types of vehicles including automotive, light truck, heavy truck, heavy equipment and fire equipment. Must be knowledgeable of and

able to repair gasoline and diesel engines, drivetrains, brake systems, steering systems, heating and air conditioning systems, cooling systems, electrical systems, hydraulic system and on-board computers of any type of vehicles. Must be able to install needed special equipment required on city-owned vehicles and equipment. Employee must be experienced in all types of welding including oxygen-acetylene (cutting and brazing), arc (vertical and overhead), mig, aluminum and stainless steel. Will be required from time to time to fabricate certain needed parts for various assignments and operate a sandblaster in a safe manner. Employee must be skilled in vehicle refinishing, including panel repair, body work and vehicle painting.. Employee may be required to perform other work of a similar nature as directed by supervision. Employee in this classification in the Service Department, but without a reduction in their rate of pay unless they bump into a lower paying classification in order to avoid a layoff. The City shall not be required to have any number of employees in the classification at any time.

Mechanic II Employees in this classification are normally required to diagnose and perform all major and minor repairs on all automobiles, light trucks, and heavy trucks owned by the City. Employee must also be able to assist the Mechanic I on an major and minor repairs on heavy equipment and fire equipment. Employee must be knowledgeable of and able to repair gasoline and basic diesel engines, drivetrains, brake systems, steering systems, heating and air conditioning systems, cooling systems, electrical systems and on-board computers of all types of vehicles. Employee must be experienced in basic types of welding including oxygen-acetylene (cutting and brazing), arc and mig. Employee may be required to perform other work of a similar nature as directed by supervision. Employee in this classification may be assigned to perform work normally performed by employees in other classifications in the Service Department, but without a reduction in their rate of pay unless they bump into a lower paying classification in order to avoid a layoff. The City shall not be required to have any number of employees in this classification at any time.

Mechanic III Employees in this classification are normally required to assist a Mechanic I and/or Mechanic II in the service, overhaul and maintenance of all equipment owned by the City. Employee will perform routine inspections, service and preventative maintenance on all vehicles and equipment. Employee will be knowledgeable in all aspects of basic automotive system functions and must be experienced in small engine repairs, including two-cycle engines. Employee will be skilled in mounting, balancing and repairs, of all sizes of tires. Employee will also pick- up needed parts from various suppliers. Employee must assist in vehicle refinishing, including but not limited to, sanding, preparations, panel repair, body work and vehicle painting. Employee may be required to perform other work of a similar nature as directed by supervision. Employee in this classification may be assigned to perform work normally performed by employees in other classifications in the Service Department, but without a reduction in their rate of pay unless they bump into a lower paying classification in order to avoid a layoff. Whenever an employee in this classification of Mechanic III is assigned by supervision to work involving vehicle refinishing, such

employee shall be paid the wage established for the classification of Mechanic II for the hours engaged in such assignment. The City shall not be required to have any number of employees in this classification at any time.

Mechanic Supervisor: The classification of Mechanic Supervisor, within the bargaining unit, may become available at the discretion of the Director of Public Service. When determined that there is a vacancy in the classification of Mechanic Supervisor, the City will select the most qualified applicant within the bargaining unit based upon its evaluation of skill, ability, education, and experience. In the event that the City determines that qualifications are substantially similar, then the City will select the most senior qualified applicant. In the event the City determines that there is no operational need to fill the vacant Mechanic Supervisor position, the position will remain unfilled.

Serviceman Grade I: Employees in this classification are assigned to perform the duties of a Serviceman Grade II and Serviceman Grade III and in addition may be assigned by supervision to perform skilled sign-making, electrical, plumbing, carpentry, masonry repair or cement finishing work, vehicle painting, sandblasting, or may be assigned by supervision to work as a grader operator, bombardier operator, or concrete saw operator. Employees in this classification are assigned to perform work also performed by employees in other classifications in the Service Department, but without a reduction in their rate of pay unless they bump into a lower paying classification in order to avoid a lay-off.

Serviceman Grade II Employees in this classification are assigned to perform the duties of a Serviceman Grade III and, in addition, may be assigned to operate a refuse collection truck. An employee assigned to operate a refuse collection truck leads the activities of the employees assigned to the truck and is responsible for their activity. Employees in the classification are assigned to perform work also performed by employees in other classifications in the Service Department but without a reduction in their rate of pay unless they bump into a lower paying classification in order to avoid a lay-off.

Serviceman Grade III Employees in this classification perform manual labor such as refuse collection, ditch and sewer construction and maintenance, road repair work and other types of physical labor, as required under the supervision of a foreman or other supervisor or an employee of higher classification, and may operate one (1) or more types of light equipment under five (5) tons capacity

Serviceman Grade IV Employees in this classification are on probation for 12 months, with review every 90 days by management and Union stewards will be included in the review. Employees in this classification are not eligible for overtime assignments until list exhausted.

Serviceman Supervisor: The classification of Supervisor, within the bargaining unit, may become available at the discretion of the Director of Public Service. When determined that there is a vacancy in the classification of Supervisor, the City will select the most qualified applicant within the bargaining unit based upon its evaluation of skill, ability, education, and experience. In the event that the City determines that qualifications are substantially similar, then the City will select the most senior qualified applicant. In the event the City determines that there is no operational need to fill the vacant Supervisor position, the position will remain unfilled.

11.02 Employees in the classification of Serviceman Grade III and Serviceman Grade II, shall be evaluated once every six (6) months to determine their eligibility for reclassification to a higher grade. Employees reclassified by such review shall be notified in writing with copies to the Union and to the Union Stewards. Employees, so reviewed and not reclassified, shall also be notified in writing, of the review and the reason for failing to achieve reclassification. Copies of such notice shall be furnished to the Union and to the Union Stewards.

COMMERCIAL DRIVERS LICENSE

It shall be a condition of employment that all employees who are a part of this collective bargaining Unit shall have and maintain a state of Ohio Commercial Drivers License (CDL) during all periods of their tenure of employment. It is likewise a requirement that all members of the bargaining unit, be insurable and able to operate all city equipment. Any employee who fails to maintain his CDL, fails to maintain his insurability, or is physically unable to operate equipment, will be subject to the provisions of Paragraph 12.04 herein. An employee may allow his CDL to lapse only if the state of Ohio eliminates the CDL requirement for affected municipal employees.

12.01 Endorsements - Each employee covered under this collective bargaining agreement is required to pass the General Knowledge test; Road Skills Test (unless grandfathered); Tanker Test endorsement and Air Brake Test Endorsement. In addition, there will be a minimum of two (2) employees who will possess the Passenger Transport Test and a minimum of two (2) employees who will possess the Hazardous Material Test as secondary endorsements. These secondary endorsements will be required of employees in order of seniority. Failure on the part of an employee to successfully secure a secondary endorsement will require the next most senior employee to attempt to secure endorsement. If no employees are able to secure the secondary endorsements, it will be a condition of employment of the two (2) least senior employees to possess and maintain such secondary endorsements in addition to the endorsements already required.

12.02 License Cost - For all employees required to have and maintain a CDL, the City agrees to reimburse each such Employee for the cost of securing a CDL with the required endorsements. This section refers only to the cost of the actual license and not any outside training the employee may require. In addition, the City agrees to pay for one (1) and only one (1) Road Skills Test, for any employees who are required to take such test. The costs for such road test includes the use of an appropriate City vehicle and of one (1) licensed driver.

12.03 Failure to Maintain CDL - It is the sole responsibility of the employee to notify his supervisor if the employee's CDL is suspended, revoked or canceled or if he is disqualified from driving, before the employee's next regularly scheduled work shift after he becomes aware of said suspension, revocation, cancellation, or disqualification. Failure on the part of the employee to notify his supervisor of any of the above mentioned conditions shall result in immediate dismissal from employment. The employee must also notify his supervisor of any traffic violations (except parking) before the employee's next regularly scheduled work shift after a conviction. Failure to notify a supervisor of a conviction of a traffic violation will result in a one

(1) day suspension from employment, without pay, for the first offense; a three (3) day suspension from employment, without pay, for the second offense; and dismissal from employment upon the third offense.

If an employee has his CDL suspended, revoked, or canceled or if he is disqualified from driving for a period up to one (1) year due to a DUI charge, and there is no damage to person or property, he will be suspended from employment, without pay, for a period of ninety (90) days. However, in the event a suspended employee has accrued vacation or compensatory time available, he may draw in such accrued but unpaid compensatory time or vacation pay during said period of suspension until said accrued but unpaid suspension will begin the workday immediately following the day the CDL is suspended, revoked or canceled. The suspension may terminate prior to the ninetieth (90th) day. At the conclusion of the ninety (90) day suspension the employee may return to work in a non driving capacity until the end of the period of the CDL suspension, provided the CDL suspension is no longer than one year. If the time period of suspension, revocation, cancellation or disqualification is longer than one (1) year, the employee will be terminated from employment effective the date of the qualifying event. The employee will be granted the usual and customary time, as determined by the Ohio Bureau of Motor Vehicles, to reinstate his CDL license. At no time shall more than one (1) employee, at any one period of time, be permitted to work while his CDL license is suspended, revoked or canceled. The City at its sole discretion may determine, without the threat of grievance, that more than one (1) employee may work while such CDL license are suspended, revoked, or canceled. The Employer has the right to discipline an employee, up to and including dismissal, whose CDL has been suspended, revoked, or canceled for egregious reasons that harm the employer's reputation.

During the period of the ninety (90) day unpaid suspension, the City will continue the employee's Health Insurance coverage at no cost to the employee. No other benefits will accrue to the employee during the ninety (90) day unpaid suspension.

If an employee has his CDL suspended, revoked, or canceled or if he is disqualified from driving during the same period of time that another employee has his CDL suspended, revoked, or canceled, he will be suspended from employment, without pay, for the time until he is able to resume CDL privileges. However, in the event a suspended employee has been accrued but unpaid compensatory time or vacation pay during said period of suspension until said accrued but unpaid vacation pay or compensatory time is exhausted. If the time period of suspension, revocation, cancellation or disqualification is one (1) year or longer, the employee will be terminated from employment effective the date of the qualifying event.

If an employee's CDL is suspended, revoked, or canceled or if he is disqualified from driving two

(2) times during a 36 month period, the employee will be terminated from employment effective the date of the second suspension, revocation, cancellation or disqualification.

12.04 All Employees required, pursuant to Sections 12.01 or 12.02 of this Contract, to keep and maintain a CDL shall be entitled to an additional allowance for the maintenance of such CDL or CDL Pay which shall equal one dollar and twenty cents (\$1.20) per hour for all hours worked, CDL Pay shall be paid with each current bi-weekly pay, in an amount to be derived by multiplying an hours worked in the current pay period by one dollar-twenty cents (\$1.20). Those who receive a Class A license will receive a \$2.00/hour increase in pay in lieu of the one dollar and twenty cent (\$1.20) per hour allowance referenced above. Changes to CDL Pay under this Contract shall be retroactive to September 1, 2020.

RATES OF PAY

13.01 The hourly rates of pay applicable to employees in the classifications set forth in this Contract will be as follows effective January 1, 2023 through December 31, 2025. The City will pay retroactive wages for 2022 at 4%. All Retroactive wage increases shall be paid within a reasonable time after ratification.

	Current	2022 4% Retro	2023 4% + \$.75	2024 3%	2025 3%
Mechanic I	\$ 28.62	\$ 29.76	\$ 31.73	\$ 32.68	\$ 33.66
Mechanic II	\$ 28.02	\$ 29.14	\$ 31.09	\$ 32.02	\$ 32.98
Mechanic III	\$ 27.72	\$ 28.83	\$ 30.76	\$ 31.69	\$ 32.64
Mechanic Supervisor	\$ 33.25	\$ 34.58	\$ 36.74	\$ 37.85	\$ 38.98
Serviceman Grade I	\$ 27.40	\$ 28.50	\$ 30.42	\$ 31.33	\$ 32.27
Serviceman Grade II	\$ 26.81	\$ 27.88	\$ 29.78	\$ 30.67	\$ 31.59
Serviceman Grade III	\$ 25.74	\$ 26.77	\$ 28.62	\$ 29.48	\$ 30.36
Serviceman Grade IV	\$ 20.00	\$ 20.80	\$ 22.41	\$ 23.08	\$ 23.78
Serviceman Supervisor	\$ 33.25	\$ 34.58	\$ 36.74	\$ 37.85	\$ 38.98

13.02 A new employee hired as a Serviceman Grade III will be paid a starting rate which is oneDollar (\$1.00) an hour less than the regular rate for a Serviceman Grade III for the period of his probationary employment and will be paid the regular rate for a Serviceman Grade III upon completion of this six (6) month probationary period.

13.03 A new employee hired as a Mechanic III will be paid a starting rate which is one dollar (\$1.00) an hour less than the regular rate for a Mechanic III for the period of his probationary employment and will be paid the regular rate for a Mechanic shall be paid a wage premium of \$0.25 per hour. (This amount is already incorporated in the above scale.)

13.04 If temporarily assigned to a higher classification, an employee will be paid the rate of the higher classification for a minimum of two (2) hours or time actually worked in the higher classification, rounded to the next higher hour, whichever is greater.

13.05 Unit members who pursue the certifications listed below will be eligible for a \$500 stipend annually. Certification and continuing education will be paid for by the City. In the event more than the maximum number of employees volunteer for the training, the City will select the most qualified employee within the bargaining unit based upon skill, ability, education, and experience. In the event that qualifications are substantially similar, then the City will select the most senior qualified applicants.

- a) Certified Pool Operator (one member)
- b) Certified Arborist (No more than two members)

13.06 When the Director of Public Service assigns an employee the duty of "Acting Supervisor" or "Acting Foreman" the employee shall be paid at the normal rate of pay for such "Acting" duty assigned.

13.07 Each employee in the bargaining unit shall be paid ERP pay in the amount of \$3,700.00 payable in two installments of \$1,850.00. Such payments shall be made on the pay dates closest to April 1 and October 1 of each year subject to the following requirements:

- A) Bargaining unit members shall have signed up for a minimum of ninety (90) days of overtime availability in the preceding calendar year.

VACATIONS

14.01 The annual vacation benefits for employees covered by this contract are as follows:

1 year full-time active duty	2 weeks vacation with pay
5 years full-time active duty	3 weeks vacation with pay
10 years full-time active duty	4 weeks vacation with pay
17 years full-time active duty	5 weeks vacation with pay
24 years full-time active duty	6 weeks vacation with pay

Vacation selection shall be by seniority at any time during the year subject to supervisory approval.

14.02 An employee may elect to take up to seven (7) days vacation time, per year, as individual days. These individual days, when used, are to be subtracted from any future scheduled vacation time the employee has earned, but not yet taken, in the same calendar year. Any individual usage of vacation days are to be requested through supervision at least two (2) shifts prior to being taken. Individual usage of vacation days can only be used after having been approved by supervision.

14.03 Exceptions to this arrangement can only be made, in writing, by the Director of Public Service upon receipt of written request from the employee.

14.04 All newly hired employees of the Service Department shall not be entitled to bring with them previously earned vacation credits as provided by the Ohio Revised Code Section 9.44. This provision shall be effective for all employees hired on or after April 1, 1991.

14.05 Vacation shall be earned as of January 1 of each year and shall be taken by the employee in the calendar year in which it is earned; provided, however, that when an employee has an anniversary of employment in a calendar year which would entitle the employee to receive an additional increment of vacation, the employee shall be entitled to observe the additional increment of vacation in the twelve (12) month period measured from the anniversary. Vacation shall not be accrued from year to year or payment made in lieu thereof except by special arrangement with the Director of Public Service; provided, however, that any full time member of the Service Department, who has concluded fifteen (15) continuous years of service, may, at his option, bank not more than three (3) weeks per year, up to a maximum amount of nine (9) weeks. In lieu of banking vacation time, an employee may turn in for annual payment not more than three (3) weeks per year, up to a maximum amount of nine (9) weeks. The City's Finance Department must be notified of this intent no later than November 1st of the calendar year in which payment is requested. Said payment shall be made on the last pay of the calendar year in which payment is requested.

HOLIDAYS

15.01 Each regular, full-time employee of the Service Department shall be entitled to the following twelve (12) paid holidays:

- a) First day of January, known as New Year's Day
- b) Third Monday in January, known as Martin Luther King Day
- c) Third Monday in February, known as Washington-Lincoln Day
- d) Decoration or Memorial Day (date of observance as established by State Legislature)
- e) Juneteenth
- f) Fourth day of July, known as Independence Day
- g) First Monday in September, known Labor Day
- h) Second Monday in October, known as Columbus Day
- i) Fourth Friday in November, known as the day after Thanksgiving
- j) Fourth Thursday in November, known as Thanksgiving day
- k) Twenty-fifth day of December knowns as Christmas Day
- l) A Floating Holiday to be taken subject to prior arrangement with Departmental Supervision
- m) Employee's Birthday
- m) Christmas Eve

n) Veteran's Day

15.02 (A) Personal Health Days - Employees with a minimum accumulated sick leave of 300 hours may use forty-eight (48) hours leave as "personal health" day per calendar year. Personal Health days must be approved by the Director of Public Service prior to use of such time. Overtime cannot be incurred due to the use of such time.

15.03 In any case where an employee is required to work on any of the six (6) traditional holidays, which holidays are: New Year's Days, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, in any calendar year, he shall be entitled to his straight time earning plus double time for such hours actually worked on the six (6) traditional holidays he actually works in any calendar.

15.04 In cases where an employee is required to work on a day which he would otherwise be entitled to observe as a paid holiday, he will be paid his normal hourly rate of pay and will be paid, in addition, at the rate of time and one-half (1-1/2) for the hours he works on the holiday. An employee will lose his eligibility for any of the above mentioned holidays for which he fails to report for work without an excuse approved by the City on his last scheduled work day before such holiday and his next scheduled work day following said holiday.

LONGEVITY PAY

16.01 Compensation for continuous full-time employment, which shall be entitled "longevity pay", shall be paid for each calendar year on the first pay period in December of each calendar year. The rate of longevity pay to which an employee shall be entitled in any calendar shall be computed in accordance with the following schedule:

<u>YEARS OF EMPLOYMENT*</u>	<u>RATE OF LONGEVITY PAY PER MONTH</u>
0-4	\$0.00
5	\$20.83
10	\$41.66
15	\$62.50
20	\$83.33
25	\$104.16
30	\$125.00

*Years of Continuous, Full-Time Employment Completed as of the Anniversary Date of Employment.

The amount of longevity pay to which an employee is entitled in a calendar year shall be computed by multiplying the number of months in the calendar year preceding and subsequent to his or her anniversary date of employment in that year by the applicable rate or rates of monthly longevity pay based upon the number of years if continuous full-time employment completed in

that year, as determined in accordance with the above schedule.

16.02 In each calendar year; the anniversary date of employment shall be the first day of the month in which the employee commenced his continuous full-time employment with the City. In calculating the length of an employee's continuous employment; full-time service in all departments of the City shall be included.

SICK LEAVE

17.01 Each regular; full-time employee of the Service Department shall be entitled to one and one quarter (1- $\frac{1}{4}$) days of sick leave with pay for each month of employment. Unused sick leave shall be cumulative up to a total of one thousand seven hundred and fifty (1,750) hours. At no time shall accrued sick leave be more than one thousand seven hundred and fifty (1,750) hours. Sick leave accrued under prior ordinances of the City shall remain in effect. Payment for sick leave shall be made only when approved by the Director of Public Service, who may require the employee to furnish a satisfactory, written; signed statement to justify the use of sick leave, and in the case of sick leave absence in excess of three (3) days, may require certification of the nature of illness or injury from the employee's physician.

17.02 An employee may use his or her accumulated Sick Leave Credit for verifiable family emergency illness. Acceptable proof of emergency necessity must be provided where such use of Sick Leave is to be permitted and paid.

17.03 At time of retirement from active duty with the City, or death of the employee, the employee, or the employee's estate, will be paid in cash for sixty percent (60%) of the value of his accrued, but unused sick leave credit. Such payment shall be based on the employee's rate of pay at time of retirement or death. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made shall be sixty percent (60%) of twelve-hundred (1,200) hours. The formula for computation shall be:

$$\frac{(\text{Annual rate} \times \text{accumulated hours} \times 60\%)}{2080}$$

17.04 Service Department employees shall be paid an incentive for conservation of sick leave allowances as follows:

Unused Sick Leave Days	Incentive Payment Hours
15	30 hours
14	28 hours
13	26 hours
12	24 hours
11	22 hours
10	20 hours

9	18 hours
8	16 hours
7	14 hours
6	12 hours
5	10 hours
Less than 5	-0-

Hourly rate to be paid will be that in effect as December 31 in the year in which sick leave days are accumulated. Payment is to be concurrent with the second payroll of February following the year in which sick leave days were accumulated. Such incentive payment will in no way diminish employee's sick leave accumulation.

17.05

Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action, including dismissal from employment. A patterned use or abuse of sick leave shall be defined as any recurring cycle of short-term absence or as an excessive amount of short term absence which are deemed unexcused by super

Any violation of this section shall require an oral warning for the employee by his supervisor. The second violation of this section will result in a written warning by the employer, which will be permanently kept in the employee's personnel file. A third violation of this section will result in a one (1) day suspension from employment, without pay. A fourth violation of this section will result in a five (5) day suspension from employment, without pay. A subsequent violation of this section will result in further discipline, up to and including dismissal from employment at the City's sole discretion.

17.06 Funeral Leave:

A full-time employee shall be granted a five (5) day leave of absence with pay, in the event of the death of an immediate family member. Immediate family shall include: spouse or partner, children, father, mother, brother, sister, aunt, uncle, cousin, brother-in-law, sister-in-law, mother-in-law, father-in-law, step-parents, step-children, step parents of spouse, son-in-law, daughter-in-law, grandparents, grandparents of spouse and grandchildren.

17.07 ON DUTY INJURY LEAVE

Whenever an Employee is injured while on duty, the Employee is entitled to on duty jury leave provided the employee reports such injuries to the Supervisor or Foreman during or by the end of the shift during which the injury occurred.

- A) The first report of injury shall be made to Employers' Healthsource or the Parma Hospital Emergency Room or a medical provider appointed by the as soon as practicable but no later than three (3) days after the injury is reported to the Supervisor or Foreman. Employers' Health Source or the Emergency Room or the City appointed

medical provider must be within 48 hours of the initial medical examination certify to the Personnel Office that the employee is unable to work due to the reported injury as a condition precedent to the employee receiving on emergency room or the city appointed medical provider must be within forty-eight

(48) hours of the initial medical examination certify to the Personnel Office that the Employee is unable to work due to the reported injury as a condition precedent to the employee receiving on duty injury pay. This shall be the only time that the employee shall be required to be examined by this provider or the emergency room.

- B) At all times, the employee retains the right to seek a medical examination from a medical doctor of their choosing. Medical evidence shall be provided in writing to the employer within a reasonable period (no more than fourteen (14) days) by the Employee's treating medical doctor, establishing: (a) the cause and nature of the injury (b) the extent of the injury (c) the likelihood of the term of disability (d) the medical probability of full recovery and eventual return to work. In addition, the employee's medical doctor shall complete and submit to the employer a BWC Medco-14 Physician's Report of Work Ability form within 14 days of the date of injury. Forms will be available at the Personnel Office and the Service Department. After the initial filing of the work ability report, such work ability reports will be required to be submitted to the Personnel Office no less than once every thirty (30) days. In order for the Employee to remain on on-duty injury leave, the Employee's physician must complete the BWC Medco-14 form in its entirety.
- C) Only the Personnel Director, on behalf of the City, and the City's BWC Third Party Administrator, shall make inquiries to the Employee's medical doctor or the BWC representatives and MCO in regard to the Employee's injury or status. The Employee may review all records concerning correspondence between the City, the medical doctors, and the Ohio Bureau of Workers' Compensation representatives, which are maintained in the personnel office, relating to the Employee's injury.
- D) At any time, the City may request a medical opinion by a City appointed medical Doctor who practices in the employee's type of injury. In the event that there is a disagreement between the City's medical doctor and the Employee's medical doctor regarding the Employee's ability to work due to the injury, the certification of a third medical doctor is required. The City shall select a third medical doctor from the BWC listing of physicians certified to practice and the Employee's type of injury. The third medical opinion shall be a final and binding decision.
- E) An approved absence due to injury on the job will not extend beyond two hundred seventy (270) calendar days. If necessary, an injured Employee may petition the Medical Review Board for an extension of the on duty injury leave. Such extension, while made at the sole discretion of the Medical Review Board, shall not be unreasonably denied. The Medical Review Board shall be comprised of the Mayor or his designee and Service Director, the Local 860 Union President and one member of the Local 860 bargaining unit selected by the Union President. In the event of a deadlock decision, the Medical Review Board shall secure the services of a Mediator

from SERB to resolve the deadlock. If an Employee exhausts the on duty injury leave as described in this section, the Employee retains the right to see wage continuation benefits available through the Ohio Bureau of Workers' Compensation and other benefits.

F) The Employee is not entitled to collect on duty injury pay under this section while employed by an employer other than the City of Parma Heights.

G) This section shall apply to all on duty injuries that occur on or after January 1, 2006.

17.05 LIGHT DUTY ASSIGNMENTS

A) The City reserves the right, at its sole discretion to assign an Employee to light-duty status consistent with the medical certification contained within the BWC Medco-14 Work Ability Report. Light-duty assignments shall be made in writing to the Employee.

B) In the event that there is a conflict between the Employee's medical doctor and the City's medical doctor regarding medically appropriate assignments, the third medical doctor specializing in the injury will determine the Employee's physical ability.

C) The Service Director will assign the specific light duty activities consistent with the Light Assignment Duties and Certification. Light duty assignments will be available during the period of duty injury leave and extension when granted by the Medical Review Board.

D) While on light duty status the employee may at his option either take or bank scheduled holiday or vacation time that occurs during the period of a light duty assignment. Failure of the Employee to accept the light duty status on the date specified will cause that on duty injury leave to terminate. Injury leave subsequent to such refusal to accept a light duty assignment will be charged against the Employee's accrued personal time.

E) While on light-duty assignment the Employee may be employed by an employer other than the City, provided such employment is consistent with his/her medical certification and provided such light-duty assignment does not exceed thirty (30) calendar days. If such light-duty assignment exceeds thirty (30) calendar days, Section F) of the On Duty Injury Leave Article shall apply.

INSURANCE

18.01 Employees shall pay health insurance premiums on the 90/10 Health Insurance plan, in accordance with the following charts:

EE+CHR	\$	8%, capped at \$104.50	Annual Physical	\$15.00
FAM	\$	8%, capped at \$137.50	Non-Tobacco User	\$15.00

With Incentive

EE	\$	\$19.50
EE+SP	\$	\$85.50
EE+CHR	\$	\$74.50
FAM	\$	\$107.50

Each regular, full-time employee of the Service Department shall, after one (1) month of such full-time service, be entitled to health insurance provided by the City.

18.02 Life Insurance-Group Term The City will provide group term life insurance coverage in the amount of twenty-five thousand dollars (\$25,000) for each employee covered by this Contract who has been employed by the City for more than (1) year.

SAFETY

19.01 In order to promote the safety and physical welfare of the employees in the Service Department of the City, the City will, at the earliest possible date, establish a "Shop Safety Committee" comprised of the Steward, Assistant Steward, a third member from the Bargaining Unit, the Supervisors of the Service Department, the Assistant Service Director and the Director of Personnel. This committee will review, and revise if required, previously published "Service Department Safety Regulations," establish a method of monitoring observance of those regulations and provide for a system of disciplinary enforcement of such regulations.

19.02 The use of protective footwear (safety shoes) will be mandatory for all employees, without exception, at all times, while employed in the Service Department of the City.

19.03 New, Serviceman Grade ill (Probationary) and Mechanic ill (Probationary) employees will be provided with the initial issue of safety shoes and a work jacket by the City. Such shoes will be purchased by the new employee as directed by the City. Should the new employee not satisfactorily complete his period of probationary employment, the cost of the safety shoes will be deducted from the employee's final paycheck and the work jacket will be returned to the City.

19.04 Each regular full-time member of the Service Department shall be entitled to a uniform allowance of five hundred and fifty dollars (\$550.00) per year, payable on the pay date closest to August 1st of each year. Notwithstanding the foregoing, Mechanics will be entitled to five

hundred fifty dollars (\$550.00) per year, payable on the pay date closest to August 1st of each year. Upon execution of this Agreement, the City qualifies members of the Union rather than Parma Heights supervisory personnel. This, in no way precludes the operation of the City of Parma Heights equipment by the City of Parma Heights supervisory personnel in the event of emergencies or when qualified Union members, otherwise engaged, are not available for the emergency operations.

MECHANICS TOOL ALLOWANCE

20.01 The City agrees to provide a Mechanic's Tool Allowance, not to exceed five hundred dollars (\$500.00) per employee, per year, for those employees classified as Mechanic I, Mechanic II and Mechanic III and who are assigned to perform mechanical duties in the City's Service Garage. Tools included in this allowance are those normal hand tools (non-powered) utilized by mechanical personnel in the performance of their mechanical duties. Replacement of such tools when worn out or broken will be at City expense. Replacement of such tools in other circumstances will be at the employee's expense. Tools that are worn out or broken are to be given to the City upon replacement.

OPERATION OF CITY EQUIPMENT

21.01 When, in situations where City of Parma Heights equipment is leased, rented or loaned to other Governmental Jurisdictions and the City of Parma Heights operators are detailed to operate such equipment, such operators are normally to be qualified members of the Union rather than Parma Heights supervisory personnel. This, in no way, precludes the operation of City of Parma Heights equipment by City of Parma Heights supervisory personnel in the event of emergencies or when qualified Union members, otherwise engaged, are not available for the emergency operations.

MANAGEMENT RIGHTS

22.01 Except as they are specifically restricted or limited by the express language of this Contract, the City shall retain all of its inherent rights, as Employer, including but not limited to the following:

- a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion of policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structure;
- b) Direct, supervise, evaluate, or hire employees;
- c) Maintain and improve the efficiency and effectiveness of governmental operations;
- d) Determine the overall methods, process, or personnel by which governmental operations are to be conducted; and to assign and schedule workers in whatever configuration best suits the City's needs in the area covered by this Agreement;

- e) Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- f) Make any and all rules and regulations except that all rules will be uniformly and impartiality applied;
- g) Determine the adequacy of the work force;
- h) Determine the overall mission of the employer as unit of government;
- i) Effectively manage the work force;
- j) Take actions to carry out the mission of the public employer as a governmental unit.

22.02 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 workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provision of this Agreement are, and shall remain, exclusively those of the City.

UNION MEETINGS

23.01 Employees required by the City to attend meetings to discuss Union business will be paid for such meetings when they occur during normal working hours. The Union will call no meetings involving the stewards or membership except during the lunch hour or after normal working hours.

PERS AND UNEMPLOYMENT

24.01 P.E.R.S. The Employee will make all contributions required by law to the Public Employee Retirement System and the State of Ohio Unemployment Compensation Fund on behalf of all employees classified and covered by this Contract.

24.02 Pension "Pick Up" payments. Within a reasonable period from the ratification of this Contract, the Employer shall initiate a pension "pick up" plan. Specifically, the employees' gross salary shall be reduced by the full amount of said contribution. The same employees' contributions which are "picked up" by the Employer shall be treated in the same manner as contributions made by employees prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Public Employees Retirement System pension fund benefit calculations (PERS), and for the purposes of the parties in fixing salaries and compensation of employees as set forth in this Contract. The Employer's contribution to PERS will be calculated on the full salary of members before the pick up is deducted from gross salary.

LEGALITY

25.01 It is the intent of the City and the Union that this Contract, comply, in every respect, with applicable legal statutes, and charter requirements, and if it is determined that any provision of this Contract is in conflict with law, that provision shall be null and void and shall not affect the

validity of the remaining paragraphs of this Contract. In the event of an unlawful determination, the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful provision.

DURATION

26.01 This Contract shall become effective on the 1st day of January 2023, and shall continue in full force and effect until midnight, December 31, 2025, and thereafter from year to year unless at least thirty (30) days but not more than sixty (60) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. Upon timely written notice of any intention to re-open negotiations, an initial conference will be arranged within fifteen (15) days after receipt of such notice.

NEGOTIATION PROCEDURES

27.01 The parties agree to a Voluntary Dispute Settlement Procedure in the form as set forth in Exhibit "A" attached hereto and will execute and file a copy with the State Employment Relations Board for any contract negotiations or contract re-openers provided for in this contract

DRUG/ALCOHOL TESTING

28.01 The City and Union have agreed on a drug/alcohol policy, a copy of which is attached hereto as Exhibit "B", and incorporated by reference.

UNION REPRESENTATION

29.01 Employees who are 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 alternative who shall act as Steward only when the regular Steward is absent from work. The Union shall inform the City of the names of all Union representatives.

29.02 The City shall recognize two (2) Stewards for the Service Department. The Stewards shall represent employees on all shifts and shall be the designated Union representative on all matters pursuant to this Contract.

29.03 Stewards shall be permitted to investigate, process grievances, represent employees in pre-disciplinary conferences and investigatory interviews, and handle other related union business during normal working hours. Stewards shall be permitted a reasonable amount of time without loss of pay to investigate and process grievances and conduct other related union business. Stewards shall be permitted to attend investigatory interviews and pre-disciplinary conferences without loss of pay. The employer agrees that any interview or pre-disciplinary conference shall be scheduled during regular work hours.

29.04 Non-employee representatives of the Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement at reasonable times during working hours. The Employer shall facilitate any

necessary contact between the representative and an on-duty bargaining unit member, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

NON-DISCRIMINATION

30.01 The Employer shall not to interfere with the desire of any person employed within a bargaining unit position to become or remain a member of the Union, or otherwise discriminate against employees based upon their union affiliation.

LABOR MANAGEMENT CONFERENCES

31.01 In the interest of sound labor/management relations, on a mutually agreeable day and time, at the request of either party, but not more frequently than quarterly, the City and/or its designees shall meet with two (2) representatives of the Union and discuss matters set forth in Section 31.02. Additional representatives may attend by mutual agreement.

31.02 An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meeting listing the matters to be taken up at the meeting and providing the names of those representatives who will be in attendance.

The purpose of such meetings shall be to:

- A) Discuss the administration of this Agreement;
- B) Notify the Union of changes proposed by the City which may effect the terms and conditions of this Agreement;
- C) Discuss grievances which have not been processed beyond Step 3 of the Grievance Procedure, but only when such discussions are mutually agreed upon by the parties;
- D) Disseminate general information in the interest of the parties;
- E) Discuss ways to increase productivity and improve efficiency;
- F) Give the Union representatives and the City the opportunity to share views of their members/employees on the topics of interest to both parties; and
- G) To discuss health and safety matters relating to employees with regard to their work.

31.03 It is further agreed that if labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

31.04 Employees who attend labor/management meetings shall be paid for all time spent in such sessions.

PAID LEAVE OF ABSENCE - MILITARY LEAVE

32.01 Members shall be granted an extended leave of absence for military duty in accordance with state and federal law and, after discharge, shall be restored to employment with the City upon request, in accordance with state and federal law.

32.02 Such leave shall not reduce the employee's seniority status, vacation, sick leave, or other benefits.

32.03 Members shall be paid according to state and federal law.

PERSONNEL RECORDS

33.01 It is recognized by the parties that the City must prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the City. To the extent that any records, papers or other documents covering bargaining unit employees are legitimately considered available to review by such employees, every employee shall be allowed to review his or her personnel file at any reasonable time upon request. If any bargaining unit employee is involved in a grievance regarding a matter in which materials in his personnel file may be relevant, the affected employees' Union representative will be granted access to the employees' personnel file at reasonable times where such access is authorized, in advance, by the bargaining unit employee.

33.02 A bargaining unit employee will be provided a copy of any disciplinary material placed in his personnel file after the effective date of this Agreement.

33.03 If an employee, upon examining his personnel folder, has reason to believe that there are inaccuracies in those documents to which he has access, the employee may write a correspondence explaining the alleged inaccuracy to the Department of Human Resources. If, upon investigation, the City sustains such allegations:

- a) The employee's written correspondence may be attached to the material in question, and filed with it and the City shall note thereon its concurrence; or
- b) The Director of the Department of Human Resources may remove the inaccurate material from the personnel folder if the Director determines that inaccuracies warrant such removal; or
- c) The Director of the Department of Human Resources may remove and destroy the material if the City's Director of Law determines that this is permitted under Ohio Public Records Law and the Public Records Policy and that no liability may result.

BULLETIN BOARDS

34.01 The City shall provide the Union with bulletin boards where bargaining unit employees are assigned as their primary reporting location. All bulletin board notices of the Union shall bear the signature of an official of the Union. A copy of all posted notices shall be given to the designated employee of the Department of Human Resources prior to posting. No postings shall contain derogatory or abusive statements or depictions of the City or its employees. These restrictions on postings shall not restrict the posting of materials that are considered protected concerted activity under R.C. 4117.01 et seq. Failure to follow the condition set forth above will be grounds for the City to remove any posting without recourse from the Union.

PERSONAL LEAVE

35.01 For those employees who have completed their probationary period, personal leaves of absence shall be granted without pay, for good cause shown, for a period not to exceed ninety (90) calendar days. The granting of such leaves will be subject to operational need. To receive Personal Leave under this article, an employee must apply for unpaid personal leave and must have exhausted FMLA leave. If approved, the employee is responsible for repaying any deductions the City has paid on their behalf while on leave upon return to work and/or separation from the City.

FMLA

36.01 FMLA leaves shall be administered consistent with federal law.

RULES AND REGULATIONS

37.01 The Union recognizes the right of the City to establish reasonable work rules, regulations, policies and procedures.

37.02 Except in exigent circumstances involving employee or public health, safety or welfare, should the City desire to change any work rule, regulation, or policy/procedure, it shall notify the Union a minimum of five (5) days prior to any action. Upon request of the Union after receiving such notice, the City shall meet with the Union to discuss any proposed changes. In exigent circumstances, the City shall notify the Union with as much notice of a change as is practicable.

EXHIBIT "A"

The City of Parma Heights (City) and Laborers' International Union of North America, Local 860 (Union) hereby agree to an Alternate Dispute Resolution Procedure which shall govern their 2003 collective bargaining negotiations in place of the negotiation procedure set forth in the Ohio Public Employee Collective Bargaining Act. As provided in the Act, this Alternate Dispute Resolution Procedure is as follows:

- A. Contract negotiations between the Union and the City already have begun and will continue until contract expiration or any mutually agreed upon contract extension. At any time during negotiations, either party may request submission of disputed issues to Federal Mediation.
- B. If, by contract expiration of any mutually agreed upon contract extension, the Union and the City have failed to reach agreement. then the parties may elect to continue negotiations or, at any time thereafter, either party may request submission of the dispute to a mutually agreed upon fact-finder who shall submit his recommendations not later than seven (7) days after the conclusion of the fact-finding hearing.
- C. If a settlement between the Union and the City is not reached as a result of the fact-finding procedure, then the Union, after giving the statutory ten-day prior written notice of intent to strike to the City, any strike as permitted by Section 4117 of the Ohio Revised Code.
- D. The current contract shall continue in effect until a mutually agreed upon date, or until a new contract has been reached, or until terminated after appropriate ten-day notice from the Union or the City.

This Alternate Procedure shall govern throughout the full course of the collective bargaining negotiations between the City and the Union as set forth above.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this ____ day of _____, 202_.

CITY OF PARMA HEIGHTS

LIUNA, LOCAL 860

