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K31040  
07/16/2014

**AN AGREEMENT**

**BETWEEN**

**THE CITY OF BROOK PARK**

**AND**

**TEAMSTERS UNION LOCAL NO. 436**

**Effective: January 1, 2014**  
**Expires: December 31, 2016**

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City Finance Director during January of each year.

3.05 Failure or refusal by an employee on grounds not provided by law to pay authorized dues or an automatic fair share fee shall be grounds for termination of employment.

**ARTICLE IV MANAGEMENT BY THE EMPLOYER**

4.01 The Employer shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations, subject to the restrictions and provisions of this Contract governing the exercise of these rights. Among the Employer's management rights, but not by way of limitation, are the rights to hire, transfer, discipline and discharge for just cause, lay off and promote; to promulgate and enforce reasonable work rules; to reorganize, discontinue or enlarge any department, to introduce new equipment, methods of performing work, or facilities; to determine the size, duties and qualifications of the work force, the number of shifts required, and work schedules.

No new rule will be enforced until the Union has been notified and the rule posted seven (7) days before it is enforced.

**ARTICLE V UNION RIGHTS**

5.01 It shall not be a violation of this Contract nor a cause for discipline if any employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any lawful primary picket line, or refuses to do work customarily performed by primary striking members of another union which has a contract with the Employer, except that the Employer shall not be required to pay the wages of any such employee.

**ARTICLE VI SUBCONTRACTING**

6.01 The Employer shall have the right to privatize or subcontract services provided that sixty (60) calendar days prior to such action, the Employer shall meet and confer with the Union. At such meeting, the Employer will disclose the nature and costs of the subcontract. When the Employer's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have thirty (30) calendar days to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to privatization or subcontracting, the Employer will accept the Union's alternative. The Union will have the right to grieve and arbitrate, pursuant to Article XXIV, the issue of whether or not its offer meets the above criteria. Provided, however, the Employer will not implement any subcontracting proposal until the arbitration process has been completed.

In the event the Union cannot successfully compete with the subcontractor, the Employer will make its best efforts to retain affected employees. In the event it is not feasible for the Employer to continue the employment of such affected employees, the Employer will submit the names of the affected employees to the subcontractor for consideration.

**ARTICLE VII**

**NON-DISCRIMINATION**

7.01 Both the Employer and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws and fair employment practice laws. Neither the Employer nor the Union will discriminate or show favoritism in any manner in the interpretation or application of this Contract on the basis of race, age, color, religion, national origin, sex or disability. Neither the Employer nor the Union will discriminate against any employee due to Union membership or non-membership or lawful Union activity.

**ARTICLE VIII**

**NO STRIKE/NO LOCKOUT**

8.01 In conformance with the Ohio Revised Code Section 4117 et. seq., the Employer and Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Contract. It is the desire of the Employer and the Union to avoid work stoppages and strikes. Accordingly, neither the Union nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, picketing or interference in any other manner with the normal operations of the Employer for the duration of this Contract. Any disciplinary action taken as a result of a breach of this Section is subject to the grievance procedure up to arbitration.

8.02 Union Cooperation. The Union shall at all times cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, picketing or other interference with normal operations of the Employer is in violation of this Contract, unlawful and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

8.03 Lockout. The Employer shall not lock out any employees for the duration of this contract.

**ARTICLE IX**

**STEWARDS AND UNION REPRESENTATION**

9.01 Stewards. The Employer recognizes the right of the Union and employees to select stewards to aid in the enforcement of this Contract and to represent an employee, on request, in grievance meetings concerning the interpretation and application of this Contract.

9.02 The parties recognize that it may be necessary for a steward to leave his normal work assignment while acting in his capacity of a steward. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work in processing grievances by stewards. Before leaving his assignment pursuant to this Section, the steward will notify his immediate supervisor and if necessary wait a reasonable length of time for a replacement.

The Employer will compensate a steward at his normal rate for the time spent in the

good-faith processing of grievances through the second step, but only for such time expended during normal working hours.

9.03 Union Representation. Upon due notice to the Mayor or his representative, a staff representative of the Union shall be permitted to enter the Employer's premises or any work site during working hours, provided that such visitation does not unduly interfere with the work requirements of any employee or disrupt operations in any way.

9.04 Union stewards will be allowed to attend seminars and conferences and shall be allotted a total of eighty (80) hours total for attendance at such seminars and conferences.

## **ARTICLE X**                      **SENIORITY**

10.01 Definition. Seniority shall be an employee's uninterrupted length of continuous service with the Employer in a job classification governed by this Contract. Length of service shall be computed from the last date of hire, provided however, that if any employee is rehired within one year from leaving employment, his/her seniority shall be calculated from the original date of hire.

10.02 Probationary Employees. New employees hired after the effective date of this Contract shall be on probation for one hundred eighty (180) days and shall not acquire seniority until one hundred eighty (180) days after their date of hire. During the probationary period, new employees shall have only those rights specifically provided under this Contract. If a probationary employee is discharged, only claims of discrimination may be taken up as a grievance. After the probationary period, an employee's seniority date will be his date of hire.

10.03 Break in Seniority. Seniority shall be broken only when an employee:

- (a) is discharged for just cause;
- (b) quits or resigns;
- (c) is laid off for a period of more than two (2) years, except that employees with less than two (2) years seniority shall have recall rights only for the same number of months as their seniority;
- (d) fails to report to work or notify of intent to return when recalled from layoff within ten (10) working days after issuance of notice sent to him by registered or certified mail to the last known address as shown on the Employer records; or
- (e) is absent without leave for three (3) or more consecutive days, unless proper excuse for the absence is shown; is absent without notice to the Employer on three or more occasions in one calendar year; or overstays a leave of absence, gives a false reason for a leave of absence or engages in other employment during a leave of absence.

10.04 Part-time Employees. Part-time, temporary or seasonal employees have no seniority rights.



## ARTICLE XII

## LEAVE OF ABSENCE

12.01 Funeral Leave. A regular full-time employee shall be granted a leave of absence with pay, not to be charged against sick leave in the event of the death of his spouse, mother, father, child (including step children) , brother, sister, mother-in-law or father-in-law, brother-in-law or sister-in-law, grandparent, grandchild or legal guardian within the family environment. The employee will be granted three (3) days' leave. To be eligible, the employee must notify the Employer in the manner it will establish, and attend the funeral. Failure to do so or misrepresentation of facts relating to funeral leave shall be grounds for disciplinary action. In the event of the death of a spouse, child or parent the employee shall be given a ten (10) day leave with pay. Employees may utilize sick leave for additional funeral leave.

12.02 Personal Leave. At the discretion of the Employer, a leave of absence, with or without pay, of up to thirty (30) days in any calendar year may be granted to an employee for any legitimate personal reason without loss of seniority.

12.03 Military Leave. An employee shall be granted an extended leave of absence without pay for military duty in accordance with law, and after discharge from the service shall be restored to employment with the Employer if so requested and in accordance with law.

12.04 Jury Duty Leave. An employee serving on jury duty will be excused with pay, less any compensation received for jury duty, for the time lost during his basic workweek provided he turns in to the Finance Director any pay received for such jury service and presents a receipt from the Finance Director to his supervisor.

12.05 Sick Leave.

- (1) Members of the bargaining unit and probationary employees shall be credited with sick leave, with pay, at the rate of 4.6 hours for every eighty (80) hours worked. Unused paid sick leave shall be cumulative and available for future use.
- (2) Upon retirement, an employee shall be entitled, as part of his final pay, to a lump sum payment of one half (1/2) of up to a maximum of 1,200 hours of the employee's accrued and unused sick leave. In the event of an employee's death prior to retirement, the employee's heirs and beneficiaries shall be entitled to said lump sum payment. The payment will be based upon the employee's hourly rate on the last date of employment and will eliminate all accrued and unused sick leave. To be eligible, an employee must have at least ten (10) years of full-time employment with the Employer. Retirement means "disability or service retirement under any state retirement system.

12.06 Before an absence may be charged against accumulated sick leave, the Department Director may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated and paid for by the Employer. In any event, an employee absent for three (3) or more consecutive work days must supply a physician's report to be eligible for paid sick leave, unless waived by the Department Director.

12.07 The Department Director may require an employee who has been absent due to personal illness or injury prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

12.08 If an employee fails to submit adequate proof of illness or injury or in the event such proof as is submitted or upon the request of medical examination, the Department Director finds 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.

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

12.10 Misuse of Sick Leave. Employees shall submit a signed statement on forms provided by the Employer to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name, address and phone number of the attending physician. An employee who is absent three (3) or more consecutive days, because of sickness or injury, will be required to present a doctor's certificate, or in the case of sickness or injury of less than three (3) days if an employee:

- (1) has a habitual absence record;
- (2) frequently takes sick leave for one (1) to three (3) days; and
- (3) has been notified in writing of these regulations. An employee will not be placed on the habitual list without first being informed of the problem. Also, the Union shall be notified prior to taking any such action.

12.11 Sick Leave Without Pay. After an employee has exhausted his/her sick leave with pay, he/she may, at the Employer's discretion, be granted a leave of absence not to exceed six (6) months because of personal illness, injury or pregnancy (including postpartum recovery periods). Such leave must be supported by satisfactory medical evidence that the employee has an illness, injury or pregnancy. If the illness, injury or pregnancy, as defined above, continues beyond the six-(6) month period, the Employer may, at its sole discretion, grant additional sick leave upon request. Under no circumstances will an employee be permitted more than one year of sick leave without pay. It is the employee's responsibility to inform the Employer of his/her prognosis as circumstances allow.

12.12 Sick Leave with Pay. Employees may utilize paid sick leave for personal pregnancy leaves, actual illness or injury, confinement by reason of contagious sickness or visits to a doctor or dentist for medical care of the employee or member of his/her immediate family. For the purposes of sick leave, immediate family shall only include the employee's spouse, children and parents.

12.13 Benefit for Unused Sick Leave. Any employee who does not use any sick leave and who is not habitually tardy in the first six (6) months of a calendar year will receive eight (8)



|                           |          |          |          |
|---------------------------|----------|----------|----------|
| Inspectors                | \$59,819 | \$62,520 | \$67,654 |
| Program Coordinators      |          |          | \$52,000 |
| Community Ctr. Supervisor | \$43,990 | \$45,977 | \$49,752 |
| Deputy Tax Director       | \$59,351 | \$62,030 | \$67,125 |

In 2015 and/or 2016 there shall be a "reopener" for wages, only.

14.02 Pay Days. The Employer will pay every other Friday.

14.03 The Employer will make appointments to classifications from the eligibility list where it exists. Employees appointed to temporary assignment duties will be taken from the existing list, if any.

14.04 An employee who serves more than one (1) year in a classification on a temporary assignment will be given a permanent job position provided he has complied with all Civil Service requirements.

**ARTICLE XV LONGEVITY PAY**

15.01 Each full-time employee of the Employer shall be entitled to longevity pay as a bonus to his annual salary, to be calculated as follows:

For each five (5) consecutive years of full-time continuous service the amount of two hundred (\$200.00) dollars to a maximum of one thousand (\$1,000.00) dollars. Any periods of continuous part-time service immediately prior to or between periods of full-time service shall be computed pro rata based on a forty (40) hour work week, but shall not be considered a break in continuity.

15.02 Each full-time employee shall be entitled to a cost of living allowance, as a bonus to his annual salary, payable on or about December 1<sup>st</sup> of each calendar year in the amount of two hundred (\$200.00) dollars, except those employees with less than one (1) year continuous full-time service who shall, as of the date of payment, receive sixteen dollars and fifty cents (\$16.50) per month for each month of continuous full-time employment.

15.03 Any full-time or part-time employee who resigns his employment with the Employer shall forfeit all accumulated longevity time. Under no circumstances shall previously accumulated longevity time of an employee who has resigned his employment with the City, be placed to his credit upon his re-employment.

**ARTICLE XVI OVERTIME**

16.01 Authority of the Employer. The Employer shall be the sole judge of the necessity for overtime, to determine weekly and daily work schedules and the number of shifts required.

16.02 Weekly Overtime. Non-exempt employees shall receive time and one-half their regular rate of pay for all hours worked in excess of forty (40) hours in any one (1) week. Holiday pay

shall be counted as eight (8) hours worked in computing eligibility for weekly overtime. Sick leave shall be counted as time worked when computing overtime unless the employee has been notified that they are abusing sick time. In this case, sick time will not be used in the calculation of overtime. Exempt employees may be granted compensatory time at the sole discretion of the Mayor.

16.03 Holiday Pay. When an employee is assigned to a regular or standard shift and such employee works on an actual holiday, as noted in Article XVI, that employee shall receive double time and one-half (2-1/2) pay for all hours worked. Employees who are required to work on an observed holiday shall be paid time and one-half (1-1/2) their straight-time pay for all hours worked.

16.04 Call-in Pay. If an employee is called in to work at a time when he is not scheduled to work, he will be compensated at one and one-half (1-1/2) times the rate provided above for hours worked, including shift premium, but in no event for less than two (2) hours, providing such time does not abut the employee's work day.

16.05 Equalization of Overtime. For the purpose of equalization of overtime employees refusing to work overtime will be charged overtime as if they had worked it. All overtime hours will be posted on a bi-weekly basis.

16.06 Overtime Procedure. Employees shall be permitted to sign up for possible overtime work on weekends for either Saturday or Sunday, and such employees will be selected for such overtime based upon availability of work, seniority and skill and ability.

In the event there is a need for non-emergency overtime, employees will be selected based upon seniority. If a situation exists where non-emergency overtime must be performed and all employees who are asked refuse, the Employer may assign the overtime based upon reversed seniority (least senior employee first)

## **ARTICLE XVII                      HOLIDAYS**

17.01 Holidays. All regular full-time employees shall be entitled to ten (10) paid holidays as follows:

|                             |                           |
|-----------------------------|---------------------------|
| New Year's Day              | Veteran's Day             |
| Martin Luther King, Jr. Day | Thanksgiving Day          |
| President's Day             | Friday after Thanksgiving |
| Memorial Day                | Christmas Day             |
| Independence Day            |                           |
| Labor Day                   |                           |

17.02 Eligibility. To be entitled to holiday pay, an employee must work the last scheduled regular workday preceding the holiday and the first regular scheduled workday following the holiday unless his absence is excused because of bona fide illness, injury or funeral leave.

17.03 Vacation. If a holiday falls within an employee's vacation leave, the employee shall

receive an additional paid vacation day in lieu of holiday, either at the beginning or end of the vacation period.

17.04 If any of the above holidays falls on a Saturday or Sunday, the following Monday shall be observed as the holiday.

17.05 Each full-time employee shall also receive sixteen (16) personal hours. Time off for those personal hours shall be taken in accordance with departmental rules.

**ARTICLE XVIII                      VACATIONS**

18.01 Vacations. All regular full-time employees shall be granted the following vacation leave with pay for each year based upon their length of service with the Employer. Vacations shall be taken at a time mutually convenient to the Employer and employee based upon the operational needs of the Employer.

| <u>Years of Service</u> | <u>Length of Vacation</u> |
|-------------------------|---------------------------|
| After 1 year            | 2 weeks                   |
| After 5 years           | 3 weeks                   |
| After 10 years          | 4 weeks                   |
| After 18 years          | 5 weeks                   |

18.02 Pay. Compensation shall be computed on the basis of the employee's regular rate of pay times forty (40) hours for each week of vacation.

18.03 When Taken. All employees must take their vacations except in special circumstances. The Employer will not pay additional compensation in lieu of vacation leave. Vacation time cannot be accumulated until a subsequent year. The vacation period shall extend from January 1st to December 31st of each year.

18.04 Vacation Application. During the month of January of each year, employees will be given an opportunity to indicate on a form supplied by the Employer their vacation leave preferences. All forms will be due February 15, and promptly thereafter the Employer will post a vacation schedule giving priority to employees according to classification, seniority and consistent with operational requirements. Any employee who fails to make his vacation application during January will be assigned a vacation time without regard to seniority based upon when his application was made. Once the schedule is posted, it cannot be changed without the written consent of the Employer and of the employees involved.

**ARTICLE XIX                      HOSPITALIZATION**

19.01 Healthcare: The City shall provide coverage as noted in Appendix A on the following basis:

400/800 deductible plan – employees match 15%

1000/2000 deductible plan – employee match 10%

Option 1 - Medical Plan 1 \$400/\$800 Deductible  
15% Employee Contribution

| Monthly cost          | Monthly Cost Per Employee | Per Pay (26 pays) |          |
|-----------------------|---------------------------|-------------------|----------|
| Employee              | \$536.08                  | \$80.41           | \$37.11  |
| Employee + Spouse     | \$1,036.71                | \$155.51          | \$71.77  |
| Employee + Child(ren) | \$893.42                  | \$134.01          | \$61.85  |
| Family                | \$1,469.66                | \$220.45          | \$101.75 |

Option 2 - Medical Plan 1 \$1000/\$2000 Deductible  
10% Employee Contribution

| Monthly cost          | Monthly Cost Per Employee | Per Pay(26 pays) |         |
|-----------------------|---------------------------|------------------|---------|
| Employee              | \$536.08                  | \$53.61          | \$24.74 |
| Employee + Spouse     | \$1,039.71                | \$103.67         | \$47.85 |
| Employee + Child(ren) | \$893.42                  | \$89.34          | \$41.23 |
| Family                | \$1,469.66                | \$146.97         | \$67.83 |

These rates will be in effect in 2014 & 2015 thereafter the rate will be determined by actual costs. Prescription coverage shall be as follows under the current plan or a substantially similar plan.

- 1) Tier 1 - \$10.00 deductible
- 2) Tier 2 - \$20.00 deductible
- 3) Tier 3 - \$35.00 deductible
- 4) Maintenance drugs — by mail order only; mandatory program.

19.02 Dental Insurance. The Employer will provide each member of the Division dental insurance coverage under the current plan or a substantially similar plan. The Employer will pay the equivalent of the premium for employee and family coverage and orthodontia coverage, per existing plan.

19.03 Vision Care. The Employer shall provide a vision care program through the current program or a substantially similar program.

## **ARTICLE XX** **LIFE INSURANCES**

20.01 The Employer will provide all regular full-time employees with a convertible life insurance policy in the face value of Twenty-five Thousand Dollars (\$25,000.00)

20.02 Paid up Life Insurance. The Employer will provide a paid-up life insurance policy in the face amount of Five Thousand Dollars (\$5,000.00) for each employee classified herein upon such employee's retirement.

## ARTICLE XXI

## PENSION AND UNEMPLOYMENT

21.01

- (a) P.E.R.S. The Employer will make all contributions required by law to the Public Employees Retirement System and the State of Ohio Unemployment Compensation Fund on behalf of all employees classified and covered by this Contract.
- (b) 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 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.
- (c) The Employer will continue to reimburse retirees and/or their surviving spouse, who retired prior to January 1, 2012, on a semi-annual basis, for the health insurance premium that is deducted monthly from the PERS stipend on behalf of the retiree and/or his surviving spouse only. The maximum annual reimbursement to retirees who retired prior to January 1, 2012 shall not exceed the amount of annual reimbursements received by the retiree in 2011. Those retirees and/or their surviving spouses who retire in 2012 prior to August 1, 2012 shall receive the healthcare reimbursement on the same terms as those who retired prior to January 1, 2012. Healthcare reimbursement payments shall be made until such time as they become eligible for Medicare when such reimbursements shall terminate. No other employees or retirees retiring on or after August 1, 2012, are eligible for any reimbursement toward healthcare under this paragraph.

## ARTICLE XXII

## SAFETY COMMITTEE

22.01 Safety Committee is hereby established with two (2) employees from the bargaining unit appointed by the Mayor. The Safety Committee shall meet once in each calendar quarter to review the safety status of Employer equipment and write up any safety defects which appear to need repair. Another of the functions of the Safety Committee will be to encourage employees to engage in safe conduct in their daily operation and to be safety conscious.

22.02 Each employee shall be required to write up any complaints about equipment with which such employee works and provide a copy to his immediate supervisor and a copy to a Union member of the Safety Committee. Failure to note any safety defects may be cause for disciplinary action.

**ARTICLE XXIII                      AUTOMOBILES**

23.01 Any employee assigned to a car to drive must drive the car him/her self. Any employee assigned to drive a car who gives authorization to another to drive the car, without the prior approval of the Supervisor, shall be subject to disciplinary action for the first offense. Any subsequent offense shall be reason for dismissal. This section shall apply to the offending car and any other employee who drives a car without the prior approval of the Supervisor.

**ARTICLE XXIV                      DISCIPLINE**

24.01 Discipline. An employee who is suspended, demoted or discharged shall be given written notice as soon as practicable regarding the reason for the disciplinary action. In the case of suspension or discharge, the employee shall be advised that he has the right to have his steward present and confer with him prior to leaving the premises and this matter shall be referred to Step 3 of the grievance procedure.

**ARTICLE XXV                      GRIEVANCE/ARBITRATION PROCEDURE**

25.01 Grievance. A grievance is a dispute or difference between the Employer and the Union or the Employer and an employee, concerning the interpretation or application of any provision of this Contract.

25.02 Grievance Procedure.

- (A) Step 1. An employee who has a grievance may take it up orally with his immediate supervisor, which shall mean the department head, either alone or with his steward, within five (5) working days after the events occur which give rise to the grievance or when the grievant knew or when he/she should have reasonably known of the event giving rise to the alleged grievance. The department head will respond orally or in writing within five (5) working days after the grievance is presented to him.
- (B) Step 2. If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing with details and remedy requested and submitted to the Commissioner of Human Resources on forms provided by the Employer within five (5) working days after receipt of the Step 1 answer. The Commissioner will meet with the employee and with representatives of the Union within five (5) working days of the receipt of the grievance.
- (C) Step 3. If the grievance is not satisfactorily settled at Step 2, the employee may appeal in writing to the Mayor on forms provided by the Employer within seven (7) working days of the receipt of the Step 2 answer. The Mayor, or his designee, shall respond in writing within seven (7) working days of the receipt of the appeal.
- (D) Step 4. If the grievance is not satisfactorily settled at Step 3, the Union may

request that the grievance be submitted to arbitration within fifteen (15) working days of the Step 3 answer.

Upon notice of request to arbitrate, the parties will select an arbitrator from the following panel of arbitrators: James Mancini and David Pincus. Fees and expenses of the arbitrator so selected will be shared equally by the parties.

25.03 Attendance at Arbitration. Any employee or Employer official requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending an 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 five (5) employees.

25.04 Policy Grievance. A grievance which affects a substantial number of employees may be initiated at Step 2 of the Grievance Procedure.

25.05 Authority of Arbitrator. The arbitrator shall have jurisdiction only over disputes arising out of grievance as to the interpretation and/or application of the provisions of this Contract. The arbitrator shall have no power or authority to add to or subtract from or modify in any way the provisions of this Contract, or to make an award in conflict with law.

25.06 Binding Arbitration. The grievance procedure set forth herein is the exclusive method of resolving disputes and all decisions of arbitrators or settlements of grievances reached prior to arbitration shall be final and binding on the Employer, the Union and the grievant; provided that the withdrawal of any grievance at any stage shall not be prejudicial to the positions of the parties as they relate to that grievance or any future grievance.

## **ARTICLE XXVI**

## **LABOR-MANAGEMENT COMMITTEE**

26.01 It is agreed by and between the Employer and the Union that it is in the best interests of the parties to create a Labor-Management Committee for the purpose of discussing areas of mutual concern.

26.02 The Labor-Management Committee shall consist of the Mayor or his designated representative and two representatives of the Union. Said committee shall meet at least once every three (3) months for the purpose of discussing or attempting to resolve any mutual work-related problems.

26.03 Any member of the Labor-Management Committee may put a matter on the committee's agenda at least five (5) working days in advance of a scheduled meeting. Both the Employer and Union shall make every effort to implement the unanimous decisions of the committee.

26.04 This committee is not intended to resolve grievances, but is intended to discuss matters of general concern.

26.05 Employee members shall have the right to attend such meetings without loss of pay.

**ARTICLE XXVII**

**MISCELLANEOUS**

27.01 Disciplinary Notice. A disciplinary notice may remain in an employee's Personnel Folder for two (2) years for a suspension and eighteen (18) months for a verbal or written disciplinary notice.

27.02 Contract Handbooks. Contract handbooks will be distributed to Union members no later than four (4) months from the date of signing of contract.

27.03 The Employer will pay for all necessary Hepatitis prevention and rabies vaccinations upon request of the employee.

27.04 Disciplinary/Substance Abuse Policy. The Employer and Union shall maintain a substance abuse policy.

27.05 Suits Against Employees. The Employer shall provide legal counsel and pay all expenses for the defense of any claim or suit brought against any employee arising from or because of any action or inaction by such employee actually or allegedly committed in the scope of employment. The Employer shall indemnify and hold harmless all employees for any liability arising from or because of any claim or suit brought against an employee because of any action or inaction by the employee within the scope of employment. This provision shall not apply where an employee is found by a trier of fact to have acted outside the scope of employment and/or in a willful, wanton or malicious manner, and in such case, the employee shall indemnify and reimburse the Employer for all damages, costs and expenses, including attorney fees.

**ARTICLE XXVIII**

**SAVINGS CLAUSE**

28.01 Severability. Should any provision of this Contract be deemed illegal pursuant to any present or future law, such provision shall be deemed separate and distinct from the remainder of this Contract and shall not invalidate the remaining parts. In the event some provision is declared unlawful, the Employer and Union, upon request of either party, shall promptly meet to negotiate a lawful alternative provision.

**ARTICLE XXIX**

**CLOTHING ALLOWANCE**

29.01 Employees shall be provided a clothing allowance of \$500.00 annually which will be paid in January of each year.

**ARTICLE XXX**

**EDUCATION REIMBURSEMENT**

30.01 The Employer shall reimburse each Union member for classes taken for work-related courses up to a maximum of \$1,000.00 per year.

**ARTICLE XXXI**

**TRANSITIONAL WORK POLICY**

31.01 All employees shall be subject to the Employer’s Wage Continuation/Transitional Work Policy which will be kept on file in the Human Resources Department.

**ARTICLE XXXII**

**OBLIGATION TO NEGOTIATE**

32.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations 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.

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

32.03 Modifications of this Agreement may be made only by mutual agreement of the parties. The party proposing to modify the Agreement shall so notify the other in writing. Within thirty (30) days thereafter, the parties shall meet to discuss the proposed modification.

**ARTICLE XXXIII**

**TOTAL AGREEMENT**

33.01 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, or applicable arbitration decisions, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer. The wages, hours, terms and conditions of employment in this Agreement supersede any related Ohio laws, including specifications under or related to those laws.

**ARTICLE XXXIV**

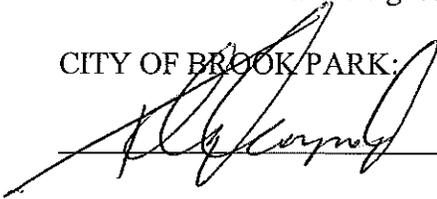
**DURATION OF CONTRACT**

34.01 This Contract represents the complete Contract on all matters subject to bargaining between the Employer and the Union. It shall become effective January 1, 2014, and shall remain in full force and effect until December 31, 2016, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives written notice to the other of an intent to negotiate on any or all provisions. If such notice is given, negotiations shall be promptly commenced with a view to arriving at a new Contract prior to the expiration of this Contract. This Contract supercedes any other previously agreed to Contract.

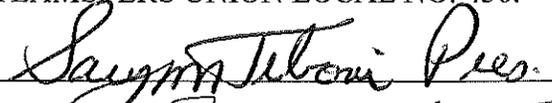
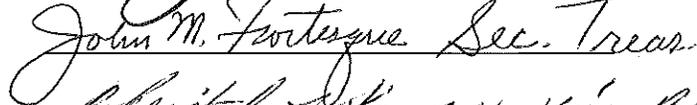
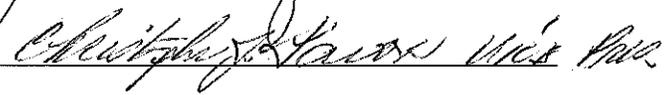
35.02 Effective for the duration of this Agreement, any wage or benefit that is given or awarded to any other collective bargaining unit shall be offered to the Teamsters Union Local 436.

This Contract is signed this 19 day of Sept., 2014.

CITY OF BROOK PARK:

 Mayor

TEAMSTERS UNION LOCAL NO. 436:

 Pres.  
 Sec. Treas.  
 Vis. Pres.

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