

NOTICE
SPECIAL MEETING OF COUNCIL

Clerk's Office, Brook Park, Ohio

August 11, 2021

TO: COUNCILMEMBERS TROYER, MENCINI, ORCUTT, SCOTT, SCHMUCK, POINDEXTER,
SALVATORE, COUNCIL PRESIDENT VECCHIO, MAYOR GAMMELLA, LAW DIRECTOR
HORVATH, AND FINANCE DIRECTOR CINGLE

YOU ARE HEREBY NOTIFIED THAT A SPECIAL MEETING OF COUNCIL
HAS BEEN CALLED FOR THE PURPOSE OF:

XXX COUNCIL MEETING CAUCUS MEETING

XXX EXECUTIVE SESSION OTHER (Specify)

Such special meeting will accordingly be held on THURSDAY, the 12th day of
AUGUST, 2021, AT 6:30 P.M., at the place of holding regular meetings. (*Refer to
Rules of Council, No. 4, if applicable.)

A. ROLL CALL OF MEMBERS:

B. PLEDGE OF ALLEGIANCE:

NOTE: EXECUTIVE SESSION - MAYOR GAMMELLA - COLLECTIVE BARGAINING MATTERS:

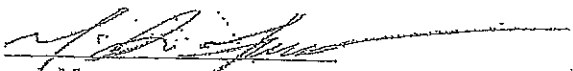
J. OTHER COMMUNICATIONS, PETITIONS AND VERBAL APPROVAL:
(INTRODUCTION OF NEW LEGISLATION):

SEE ATTACHED SHEET

L. REMARKS FROM THE AUDIENCE ON SUBJECT MATTER ON THIS AGENDA
ONLY:

M. INTRODUCTION OF ORDINANCES AND RESOLUTIONS: (FIRST READING:

P. ADJOURNMENT


Mayor


Clerk of Council

J. OTHER COMMUNICATIONS AND PETITIONS, AND VERBAL APPROVAL:
INTRODUCTION OF NEW LEGISLATION:

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE MATERIAL TERMS OF THE ONEOHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONEOHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOD SETTLEMENT AGREEMENT AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

2. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE 'LABORERS UNION LOCAL 860' AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE MATERIAL TERMS
OF THE ONEOHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONEOHIO
MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE
JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT, AND
DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park is a municipal corporation formed and organized pursuant to its Charter, the Constitution and the laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, though its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, and

WHEREAS, the State and Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and Brook Park has adopted and hereby reaffirms its adoption of OneOhio Memorandum of Understanding ("MOU") relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the Council understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Government in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS, a settlement proposal is being presented to the State of Ohio and Local Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the "Settling Distributors") to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement; and

WHEREAS, Council wishes to agree to the material terms of the proposed National Opioid Distributors Settlement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brook Park, Ohio:

SECTION 1. That the Mayor be and is hereby authorized and directed to accept the material terms Memorandum of Understanding of the OneOhio Subdivision Settlement Agreement, as set forth in Exhibit "A", attached hereto and incorporated herein by reference, and to do all things necessary in furtherance thereof.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason to ensure the prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio, therefore provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS

DIRECTOR OF LAW

EXHIBIT

"A"

OneOhio Subdivision Participation Form

Governmental Entity: <u>City of Brook Park</u>	State: <u>Ohio</u>
Authorized Official: <u>Mayor Michael Gammella</u>	
Address 1: <u>6161 Engle Road</u>	
Address 2:	
City, State, Zip: <u>Brook Park, Ohio 44142</u>	
Phone: <u>(216) 433-1300</u>	
Email: <u>mayor@cityofbrookpark.com</u>	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement dated July 21, 2021 ("*National Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the material terms of the National Settlement Agreement Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the final OneOhio Memorandum of Understanding dated July 28, 2021.
2. The Governmental Entity's election to participate is specifically conditioned on participation by 95% or more of the Litigating Subdivisions in Ohio. Should less than 95% of the Litigating Subdivisions in Ohio participate, this election shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the material terms of the National Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the material terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the material terms of the National Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the Madison County Court of Common Pleas where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the material terms of the National Distributor Settlement Agreement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.
8. The Governmental Entity has the right to enforce the material terms of the National Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the material terms of the National Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the material terms of the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The material terms of National Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the material terms of the National Distributor Settlement.
11. In connection with the releases provided for in the material terms of the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by

him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the material terms of the National Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the material terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level. If the National Settlement becomes effective by July 1, 2022 its terms will supersede the terms of the Ohio Settlement Agreement and will control with regard to all provisions except for Dismissal of Claims as set forth in the Ohio Settlement Agreement. If it is not effective by July 1, 2022, the Ohio Specific Distributor Settlement will control. To the extent this Participation Form is interpreted differently from the Ohio Specific Distributor Settlement in any respect, the Ohio Specific Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity and have been afforded the opportunity to review this matter with counsel.

Signature: _____

Name: Michael Gammella

Title: Mayor, City of Brook Park Ohio

Date: _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH THE LABORERS' UNION LOCAL 860,
AND DECLARING AN EMERGENCY

WHEREAS, a contract between the City and the Brook Park and the Laborers' Union Local 860, has been presented to Council; and

WHEREAS, said contract shall be effective January 1, 2020 through December 31, 2022.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract on behalf of the City with the Laborers' Union Local 860, effective January 1, 2020 through December 31, 2022, a copy of said contract is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein.

SECTION 2: The money needed for the aforesaid transaction shall be paid from the general fund no. 100, SCMR fund no. 240, state highway improvement fund no. 241; theretofore appropriated for said purpose.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and inhabitants thereof, such emergency existing for the further reason that the previous contract expired on December 31, 2019; provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS


DIRECTOR OF LAW

An

AGREEMENT

between

THE CITY OF BROOK PARK

and

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL NO. 860

Effective: January 1, 2020
Expires: December 31, 2022

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PREAMBLE

This Contract is entered into by and between the City of Brook Park (hereinafter referred to as the "Employer") and the Laborers' International Union of North America, Local No. 860, (hereinafter referred to as the "Union").

ARTICLE 1

INTENT OF THE CONTRACT

1.01 Purpose. The Employer and the Union both desire to enter into a new Contract to supersede all previous Contracts, and to provide for the peaceful adjustment to any differences that may arise from time to time without resort to strike, and to set forth clearly the terms and conditions of employment and responsibilities of each party, and to promote harmony and efficiency to the end that the citizens of Brook Park, Ohio, will enjoy uninterrupted City Service.

ARTICLE 2

RECOGNITION

2.01 Recognition. The Employer recognizes the Union as the exclusive bargaining representative of all hourly-rated employees occupying the positions of Service Worker, Foreman, Mechanic/Welder/Body Repair, Maintenance Craftsman, Janitor, Maintenance Mechanic, Vehicle Maintenance Foreman, Shop Dispatcher and Animal Warden, but excluding all casual part-time, temporary and seasonal employees. All other employees of the Employer are excluded.

ARTICLE 3

UNION SECURITY

3.01 The Employer agrees to deduct the regular monthly Union membership dues, initiation fees or re-initiation fees from the wages in the first paycheck of those employees who have voluntarily signed union dues deduction authorization forms permitting said deductions.

New Employees who do not become members within thirty-one (31) days following the beginning of their employment may voluntarily consent to pay a fair share fee as a voluntary contribution toward administration of the agreement. An employee is not required to pay fair share fees unless he/she voluntarily consents to do so and the Union shall provide the Employer with evidence that the employee voluntarily consents to pay fair share fees through payroll deduction. Voluntary fair share fees shall be deducted and remitted during the same period of dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction.

If insufficient funds exist in the employee's first paycheck, the balance of the Union membership dues or the fair share fee shall be deducted from the employee's second paycheck.

3.02 A check in the amount of the total dues or fair share fees withheld shall be tendered to the treasurer of the Union within fifteen (15) days from the date of the deduction.

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

3.04 The Union shall certify the rate at which dues and fair share fees are to be deducted to the 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 4

MANAGEMENT BY THE EMPLOYER

4.01 Except as specifically limited by explicit provisions of this Agreement, the Employer reserves and retains, solely and exclusively, all rights, powers and authority, including the right to determine and fulfill the mission of the Department of Public Service, determine staffing policy and in all other respects to plan, manage, evaluate, administer, govern, control and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

(a) To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Employer, standards of service, overall budget, utilization of technology and organizational structure;

(b) To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance;

(c) To determine the size, composition, structure and adequacy of the work force;

(d) To establish and determine job qualifications and duties and to establish, modify, consolidate and abolish jobs or job classifications;

(e) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, and for just cause demote, discipline, suspend and discharge employees;

(f) To lay off employees in the event of lack of work or lack of funds or under conditions where the Employer determines that the continuation of such work is unnecessary;

(g) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;

(h) To determine the location of facilities and to introduce new and/or improved equipment and methods;

(i) To determine the financial policies and procedures of the Employer, including the exclusive right to allocate and expend all funds of the Employer;

(j). To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in the Agreement.

ARTICLE 5

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 City, except that the City shall not be required to pay the wages of any such employee.

ARTICLE 6

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 if the subcontracting will result in the layoff of employees. At such meeting, the Employer will disclose the nature and costs of the subcontract. When the City'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 City will accept the Union's alternative. The union will have the right to grieve and arbitrate, pursuant to Article 23, the issue of whether or not its offer meets the above criteria. Provided, however, the City will not implement any subcontracting proposal until the arbitration process has been completed.

The Employer will make its best efforts to retain affected employees. In the event the Employer cannot continue the employment of such affected employees, the Employer will submit the names of the affected employees to the subcontractor for consideration.

ARTICLE 7

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.

7.02 Neither the Employer nor the Union shall discriminate against any employee because of Union membership or lack thereof and lawful Union activity.

ARTICLE 8

NO STRIKE/NO LOCKOUT

8.01 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 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 with 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 9

STEWARDS AND UNION REPRESENTATION

9.01 Stewards. The Employer recognizes the right of the Union and employees to elect 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. The employees shall hold an election after every new contract to elect stewards.

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 grievance by stewards. Before leaving his assignment pursuant to the 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 Service Director or his representative, a staff representative of the Union shall be permitted to enter the Employer's premises or any work site during work hours, provided that such visitation does not unduly interfere with the work requirements of any employee or disrupt operations in any way.

9.04 The City shall pay Union Steward(s) for meetings that go beyond business hours and or quitting time at the employees' overtime rate.

ARTICLE 10

SENIORITY

10.01 Definition. Seniority shall be an employee's uninterrupted length of continuous service with the Employer within the bargaining unit. Length of service shall be computed from the last 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 or, for all employees other than Janitors, until the employee obtains a CDL, whichever is later, and shall not acquire seniority until the end of the probationary period. During the probationary period, new employees may be disciplined or discharged without the employee having any rights to appeal such discipline or discharge action to the Grievance Procedure or to any Civil Service Commission. 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 five (5) years, except that employees with less than twenty-four (24) months 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.
- (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 (3) or more occasions in one calendar year; or overstays a leave of absence, gives 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.

10.05 Seniority List. The Employer will maintain and make available to the Union an accurate seniority list which shall include the date of hire, classification and rate of pay of each employee covered by this Contract.

10.06 Employees accepting management positions shall maintain and accrue seniority during such appointments. Such employee shall have reverting rights to his prior position.

ARTICLE 11

EXERCISE OF SENIORITY RIGHT

11.01 Layoff. Whenever it become necessary because of lack of work or funds, or whenever the Employer determines it is advisable in the interests of the economy or efficiency to reduce the working force of the Service Department, the employee within the lowest amount of seniority

within the classification affected shall be laid off first, providing all part-time employees are laid off. The City agrees that it will meet with the Union and discuss any layoffs, job demotions and/or any job related issues regarding reductions due to lack of work and/or funds in the interest of the economy.

11.02 Bumping Rights. An employee, whose job is closed down for any of the reasons enumerated in Section 1 above, may exercise his seniority in the next lower classification provided the employee is qualified to perform the job. If an employee is not eligible or qualified to bump into the next lower classification, he/she may exercise his seniority right in any other lower classification where he/she is eligible and qualified.

11.03 Rate of Pay. When an employee exercises his bumping rights, he/she will be paid the rate of pay for the classification he/she bumps into.

11.04 Prohibition on Hiring. No new employees shall be hired into any effected classification while former employees on the current seniority list with adequate skill, ability and physical fitness to do and perform work, and who have been laid off are willing and available to accept the job available.

11.05 Return Rights. The employee with the greatest amount of seniority within a classification who has bumped into a lower classification shall be entitled to his former classification whenever a vacancy in that classification occurs.

11.06 Recall. Employees shall be recalled in the reverse order of layoff. If an employee on layoff is unqualified or unable to perform the job available, the next most senior employee will be recalled. A laid-off employee unable to qualify for recall will retain his position on the recall list for the next available opening. Nothing in this contract will prevent the Employer from employing part-time, temporary, or seasonal employees while a recall is being effectuated, provided that the work is first offered to an employee on layoff. Any laid-off employee who accepts a part-time, temporary, or seasonal position will still enjoy all recall rights as a regular full-time employee. Employees shall have recall rights for five (5) years from the date of layoff.

11.07 Stewards. Preferential seniority shall be provided for the Union steward and he/she shall be retained in employment so long as there is work he/she can perform. Preferential seniority does not refer to seniority within a classification but is clarified to mean that the steward's seniority will be deemed to be at least one day more than any other employee in the lowest classification.

11.08 Notice Requirements. The Employer will give to regular full-time employees two (2) weeks advance notice in writing of layoff, indicating the circumstances which make layoff necessary.

ARTICLE 12

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 a death of his/her spouse, mother, father,

child, brother, sister, mother-in-law, father-in-law, brother-in-law, 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. Employees may use 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 the 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 work week provided he/she 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.

(a) (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 up to a maximum of twelve hundred (1200) hours.

(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 all of the employee's accrued and unused sick leave, not to exceed a maximum payout of 1,200 hours. 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 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

(a) Misuse of Sick Leave. Employees shall submit a signed statement on forms provided by the City 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 for 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.

Tardiness Policy

Tardiness will be reviewed every 4 months. If an employee is tardy (punched in later than seven (7) minutes after scheduled starting time) more than four (4) times in the four (4) month period, the employee will be notified in writing of excessive tardiness. The employee will be put on notice that if this behavior continues they will be placed on the habitually tardy list.

2nd 4 months- If problem continues you will be placed on the habitually tardy list and will remain on there for the next four (4) months.

3rd 4 months- If problem has been corrected, you will be removed from list. If problem has continued, disciplinary action will be taken.

1st Step - 1 day suspension

2nd Step - 3 day suspension

3rd Step - 10 working day suspension

4th Step - Termination

Any employee who has been placed on this habitual list, for that four (4) month period, sick time will not be used in the calculation of overtime.

Sick Time Policy

Sick Time will be reviewed every four (4) months. At that time employees who have used more than four (4) unexcused** sick days or instance of use, will be notified in writing that there is a problem. They will be put on notice that if this behavior continues they will be placed on the habitual sick leave use list.

**At any time a valid medical excuse from a physician is provided to substantiate absence, this will be considered an excused absence and not count against you under this policy.

2nd 4 months- Continued behavior as defined above will result in employee being placed on the habitual sick time abuse list and will remain there until the next four (4) month review. If at the next four (4) month review the problem has been corrected, the employee will be removed from the list. If the problem has continued, disciplinary action will be taken.

1st Step- 1 day suspension

2nd Step- 3 day suspension

3rd Step- 10 working day suspension

4th Step- Termination

Any employee who has been placed on this habitual list, for that four (4) month period, sick time will not be used in the calculation of overtime.

If an employee is on the sick leave or tardiness abuse list, there will be no daily overtime. Only weekly overtime will apply and the employee must actually work forty (40) hours per week before receiving overtime pay.

12.07 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 post partum 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 (1) year of sick leave without pay. It is the employee's responsibility to inform the Employer of his/her prognosis as circumstances allow.

12.08 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 purpose of sick leave, immediate family shall only include employee's spouse, children and parents residing with the employee.

12.09 Benefit for Unused Sick Leave. Any employee who does not use any sick leave and who is not habitually tardy for the first three (3) consecutive months of a calendar year will receive eight (8) hours pay. Any employee who does not use any sick leave and who is not habitually tardy for the next three (3) months of a calendar year will receive eight (8) hours pay. For purposes of this Section, an employee will be considered habitually tardy if he/she punches in later than seven (7) minutes after the scheduled starting time more than once per calendar month.

12.10 Sick Leave Donation:

(a) Employees may donate paid sick leave to a fellow employee, up to a maximum of one eight (80) hours, who is an approved FMLA leave of absence once all other paid time off (sick, vacation, etc.) has been used. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-employees within their bargaining unit who are in critical need of leave due to a serious illness or injury of the employee or a member of his or her immediate family. An employee may not donate leave if it will result in the employee having less than one hundred (100) hours of accrued sick leave. An employee is not eligible to

receive donated sick leave until he/she first exhausts all of his accumulated leave time (i.e. Sick, vacation and personal). Employees may not actively solicit donations.

(b) Any agreement to contribute must be in writing and signed by the contributing employee and his union representative and subject to the final approval of the Mayor. A copy of the agreement will be placed in each employee's file.

(c) The City may, at its election, cancel this program by serving notice to the Union three (3) months in advance of said cancellation date. Said cancellation shall not be done on an arbitrary or capricious basis.

12.11 At the request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment, as follows:

(a) Any request for leave must be made at least five (5) days prior to the date of such leave. However, any request for a leave of thirty (30) days or more must be made at least ten (10) days prior to the date of such leave.

(b) Any Union leave shall not extend beyond one (1) year, unless the Union leave is on a recurring, intermittent basis, then it shall extend beyond one (1) year. Any leave which is not for consecutive days shall be considered leave on a recurring, intermittent basis.

(c) The approval and authorization of any Union leave shall be contingent upon operational needs as determined by the Employer.

ARTICLE 13 **HOURS OF WORK**

13.01 Work Week. The normal hours of work for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hour days, exclusive of the time allotted for meals. The Employer retains the right to set different hours or schedule additional shifts to meet changes in operation or emergencies.

13.02 Nothing above shall be construed as a guarantee of hours worked per day.

13.03 Employees who work a regular work day (e.g. eight (8) hours) shall be allowed not less than thirty (30) minutes for a scheduled lunch period. There shall be two (2) fifteen (15) minute rest periods during each shift of the work day. Said rest periods, to the extent practicable, will be scheduled during the middle of the shift, but they shall not be scheduled immediately before or after the meal period or at the start or end of the shift.

ARTICLE 14 **WAGE AND CLASSIFICATIONS**

14.01 General Classifications and Wage Rates.

- (a) Bargaining unit employees shall receive a 0% increase in base wages for 2020 and 2021. In 2021, the Employees classified and covered by this Contract shall be paid according to the chart marked as Appendix A. Along with the employee contribution reopener in Sections 18.01 – 18.02, the Parties agree to reopen Section 14.1 relating to base wages only on October 1, 2021 for a period of 60 days subject to the provisions of Ohio Revised Code Section 4117.14.
- (b) Bargaining unit employees shall receive a one-time two thousand five hundred (\$2,500) dollar lump sum signing bonus following the execution of this agreement.

14.02 The City and Union agree that effective July 1, 2014, for all employees hired after that date, the City may maintain an aggregate of one third (1/3) of the bargaining unit, at a new employee's rate of seventy-five per cent (75%) of the applicable "regular" employee rate.

For example, if there are 60 employees in the unit, the city may make 20 new hires at the revised rate; however, at no time will the percentage of new "75%" hires exceed one third (1/3) of the bargaining unit.

14.03 Premium Pay

(a) In the event the Employer finds it necessary to establish a night crew, all employees permanently assigned to these shifts shall be paid a nightly premium as follows:

\$.25 second shift (from 3:30 pm to 11:00 pm)

\$.30 third shift (from 11:00 pm to 7:00 am)

14.04 Pay for Temporary Assignment. If an employee is temporarily required to perform the work of a higher classification for more than four (4) consecutive hours, he/she shall be paid at the rate of such higher classification. If an employee is temporarily required to perform the work of a lower classification, he/she shall be paid at the rate of his former classification.

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

14.06 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/she has maintained their capabilities and skills to perform the task required.

ARTICLE 15

OVERTIME

15.01 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.

15.02 Daily Overtime. Employees shall receive time and one-half (1-½) their regular rate of pay for all hours worked in excess of eight (8) hours in any one day, unless the employee is on an abuse list.

15.03 Weekly Overtime. 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 week. Holiday pay, vacation time and sick leave shall be counted as time worked in computing overtime, unless the employee is on an abuse list, where sick leave will not be used in the calculation of overtime.

15.04 Compensatory Time. Non-exempt employees shall be eligible to receive either compensatory time or overtime at the rate of time and one-half as noted above. The employee compensatory time system will be set up as a two-bank system referred to as the (A) bank and the (B) bank. Employees may accumulate no more than one hundred twenty (120) hours of compensatory time in the (A) bank, and no more than one hundred twenty (120) hours in the (B) bank. Employees eligible for such time shall have the right to receive overtime pay or compensatory pay to be paid at the regular rate of pay.

15.05 Compensatory Time Cash Outs. Employees will be able to accrue compensatory time in the (A) bank not to exceed one hundred twenty (120) hours at any time. This compensatory time bank will carry over year to year, but shall not exceed one hundred twenty (120) hours at any time. Employees will be able to accrue a separate annual bank, the (B) bank, of up to one hundred twenty (120) hours of compensatory time to either be utilized or paid as follows:

- (a) (B) bank compensatory time not utilized and approved by the Employer will be paid out and the account paid to a zero (0) balance pursuant to the compensatory cash out schedule below.
- (b) The first compensatory time cash out will be in July of each year. Employees must submit their accrued, but unused (B) bank compensatory time by June 30th of each year.
- (c) The second compensatory time cash out will be in January of the following year. Employees must submit their accrued, but unused, (B) bank compensatory time between January 1st and January 15th of the following year.
- (d) Payouts of accumulated compensatory time requested from January 1st through January 15th (the second compensatory time cash out period) shall be non-pensionable as set forth in Ohio Administrative Code Section § 145-1-26(G)(1).

When an employee accumulates one hundred twenty (120) hours (A) bank or one hundred twenty (120) hours (B) bank of compensatory time, he/she must take overtime pay at the applicable rate of pay for that year.

Any approved compensatory time as time off shall not be used to create or result in overtime payments to other employees.

15.06 Holiday Pay. When an employee is assigned to a regular or standard shift and such employee work on an actual holiday, as noted in Article 16, that employee shall receive double time and one-half (2- ½) pay for all hours worked. Employees who are required to work on an observed holiday shall be paid time and one-half (1- ½) their straight time pay for all hours worked.

15.07 Call-in Pay. If an employee is called in to work at a time when he/she is not scheduled to work, he/she will be compensated at one and one-half (1-½) times the rate provided above for hours, including shift premium, but in no event for less than two (2) hours.

15.08 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 weekly basis.

15.09 Overtime procedure. Employees shall be permitted to sign up for possible overtime work on weekends for either Saturday or Sunday (or for either Monday or Tuesday for those who work on weekends) and such employees will be selected for such overtime based upon availability of work, classification and skill and ability.

In the event of an emergency, such as severe weather conditions (snow, rain, high winds or other natural disaster), or any other condition that creates a safety or health hazard as determined by the Director of Public Service or Mayor of the Employer, including a considerable shortage of staff, such number of employees as determined by the Employer shall be called out and expected to work until the emergency situation has been abated, and any failure to do so may subject the employee to discipline.

In the event there is a need for non-emergency overtime, employees will be selected based upon the overtime requirements of the job and 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 reverse seniority (least senior employee first) among those qualified to perform the work.

ARTICLE 16

HOLIDAYS

16.01 Holidays. All regular full-time employees shall be entitled to nine (9) paid holidays as follows:

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

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

16.03 Vacation. If a holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday, either at the beginning or end of the vacation period.

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

16.05 Personal Hours. All non-probationary employees shall also be entitled to twenty-four (24) personal hours. Time off shall be taken according to departmental rules.

ARTICLE 17

VACATIONS

17.01 Vacations. All regular full-time employees shall be granted the following vacation leave with pay 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 15 years	5 weeks
After 20 years	6 weeks

17.02 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.

17.03 When Taken. 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. Employees shall utilize accrued vacation leave in one (1) week increments except for the use of "floating vacation days." Employees may utilize up to ten (10) days per year of "floating vacation days" in as little as one (1) day increments, subject to the notification requirement contained below. Employees must request to utilize a "floating vacation day" at least five (5) work days in advance.

17.04 Vacation Roll Over. Vacation time shall be taken in the calendar year it is accrued, except that bargaining unit members may elect to roll over up to eighty (80) hours of previously accrued vacation leave to the proceeding calendar year. Accrued, but unused, vacation time in excess of eighty (80) hours shall be forfeited.

17.05 Vacation Application. During the month of November of each year, employees will be given an opportunity to indicate on a form supplied by the Employer their vacation leave references. All forms will be due December 15th, and promptly thereafter the Employer will post a vacation schedule giving priority to employees according to seniority and classification and consistent with operational requirements. Any employee who fails to make his vacation application during November 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 the employee's involved.

ARTICLE 18

HOSPITALIZATION

18.01 Healthcare. The Employer will provide and pay for 85% of the premium for the lower deductible plan and 90% of the premium for the higher deductible plan on behalf of each full-time employee for single and family hospitalization, medical service coverage and prescription coverage under the current plan or a substantially similar plan.

18.02 Insurance Reopener. The Parties agree that insurance terms for 2021 have already been established. Along with the base wage reopener in Section 14.01, the Parties agree to reopen Sections 18.01-18.02 relating to employee contributions on October 1, 2021 for a period of 60 days subject to the provisions of Ohio Revised Code Section 4117.14 but only if there is a 5% or greater increase in total premium costs projected for insurance plan year 2022.

18.03 Dental Insurance. The Employer will provide each member of the Division dental insurance coverage under the current plan or substantially similar plan and/or other delivery systems which includes a fifty (\$50.00) dollar deductible with eighty (80%) percent payment in all services to one thousand (\$1,000.00) dollars per year and sixty (60%) percent payment toward orthodontia care to a lifetime maximum of one thousand five hundred (\$1,500.00) dollars. The Employer will pay the equivalent of the premium for employee and family coverage and orthodontia coverage.

18.04 Life Insurance.

(a) The Employer will provide and pay the full premium for all full-time employees for a convertible life insurance policy in the face value of twenty-five thousand (\$25,000.00) dollars.

(b) The City will provide and pay the full premium for a paid up life insurance policy in the face amount of five thousand (\$5,000.00) dollars for each employee covered by this Agreement upon such employee's retirement.

18.05 Vision Care. The Employer shall provide a vision care program, under the current program or a substantially similar program as follows:

Coverage	Age 18 and Under	Age 19 and Over
Exam	Every 12 months	Every 12 months
Frames to \$60	Every 12 months	Every 24 months
Lenses	Every 12 months	Every 12 months
Contact Lenses to \$100	Every 12 months	Every 12 months

ARTICLE 19

LIFE INSURANCES

19.01 The Employer will provide all regular full-time employees with a convertible life insurance policy in the face value of twenty-five thousand (\$25,000.00) dollars.

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

ARTICLE 20

PENSION AND UNEMPLOYMENT

20.01 (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. If a retiree ceases to participate in the state offered health care plan or elects an alternative plan (i.e. Medicare or other supplemental insurance) the retiree shall no longer be eligible for any reimbursement. No other employees or retirees retiring on or after August 1, 2012, are eligible for any reimbursement toward healthcare under this paragraph.

ARTICLE 21

PROTECTIVE CLOTHING

21.01 Clothing Allowance.

(a) Employees shall be provided a clothing allowance of Six Hundred Fifty (\$650.00) Dollars payable in January of each year for the calendar year for the purchase of uniforms, outer wear, foot wear and foul weather gear. The Employer reserves the right to designate the type of uniforms, outer wear or foot wear that employees may purchase, as well as the source of such purchase. The Employer expects all employees to wear protective clothing as provided.

(b) Dispatchers are required to dress business casual. The dispatchers will receive the same total clothing allowance set forth in the previous section.

ARTICLE 22

SAFETY COMMITTEE

22.01 A Safety Committee is hereby established with representation from various branches of the Service Department. 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 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 23

GRIEVANCE/ARBITRATION PROCEDURE

23.01 Discipline. An employee who is suspended, demoted or discharged shall be given written notice regarding the reason for the disciplinary action. In the case of suspension or discharge, the employee shall be advised that he/she has the right to have his union steward present and confer with him prior to leaving the premises. Any disputes regarding disciplinary actions shall be subject to this procedure, only. The City has five (5) days from the point of knowledge to discipline an employee or to contact the Union and make them aware that an investigation is in progress.

(a) Verbal and written reprimands are subject to the grievance procedure but are not subject to arbitration; however with mutual agreement by both parties, a mediator may be used to resolve the issue, provided there is no cost to the Employer.

23.02 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.

23.03 Grievance Procedure.

(A) Step 1. An employee who has a grievance may take it up orally with his/her immediate supervisor; either alone or with his steward, within five (5) working days after the events occur which gives rise to the grievance. The supervisor 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 Step1, it shall be reduced to writing with details and remedy requested and submitted to the Director of Public Service within five (5) working days after receipt of the Step 1 answer. The Director will meet with the employee and with representatives of the Union with 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 with 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 and the Employer may agree within two (2) working days of the Step 3 answer to submit the matter to non-binding mediation before SERB or another mediation agency. The mediation shall remain confidential, and nothing from the mediation can be used against either party in arbitration or any proceeding.

(E) Step 5. If the grievance is not satisfactorily settle at Step 4, the Union may request that the grievance be submitted to arbitration within fifteen (15) working days of the Step 3 answer. The parties shall use the Federal Mediation and Conciliation Service for the purpose of requesting a panel of National Academy arbitrators Upon notice of the request to arbitrate, the parties will promptly choose one of the following permanent panel of arbitrators by the alternative strike method. Fees and expenses of the arbitrator so selected will be shared equally by the Employer and the Union.

23.04 Attendance at Arbitration. Any employee or City 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.

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

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

23.07 Binding Arbitration. The grievance 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 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 24

LABOR-MANAGEMENT COMMITTEE

24.01 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.

24.02 The Labor-management Committee shall consist of the Mayor or his designated representative and two representatives of Local 860. Said committee shall have a mandatory meeting each quarter unless it is agreed to by both the Employer and the Union that a meeting that quarter is not necessary. The purpose of these meeting is to discuss and/or attempt to resolve any mutual work-related problems.

24.03 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 the Union shall make every effort to implement the unanimous decisions of the committee.

24.04 This committee is not intended to resolve grievance, but is intended to discuss matters of general concern.

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

ARTICLE 25

MISCELLANEOUS

25.01 Disciplinary Notice. A disciplinary notice may remain in an employee's Personnel Folder for two (2) years.

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

25.03 CDL. All Employees, other than those listed within Janitor classification, must retain a CDL with proper endorsements, as a condition of employment. In the event an Employee's CDL is suspended, revoked or restricted, the Employer shall have the right to take disciplinary action against the Employee, up to and including termination. An Employee is obligated to immediately report any deficiencies against his/her CDL to the Employer. The Employer will run random checks on an Employee's CDL. The Employer will reimburse the Employee for the costs for initially obtaining, renewing, or upgrading the CDL, charged by the Ohio Bureau of Motor Vehicles.

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

25.05 Substance Abuse Policy. The Employer and the Union shall maintain a substance abuse policy.

25.06 Any employee assigned to drive a truck for all or part of a shift must drive the truck himself. Any employee assigned to drive a truck who gives authorization to another to drive the truck for all or part of a shift, 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 truck driver and any other Employee who drives a truck, without the prior approval of the Supervisor. The purpose of this section is to prevent any Employee from disregarding his assigned duty to drive a truck, and will not ordinarily give rise

to discipline when another employee briefly moves a truck to assist the driver or for workplace efficiency.

ARTICLE 26 **WAGE CONTINUATION/TRANSITIONAL WORK POLICY**

26.01 All employees are subject to the Employer's Wage Continuation/Transitional Work Policy.

ARTICLE 27 **NON-PROMOTIONAL JOB OPENINGS**

27.01 The Employer agrees to post non-promotional job openings for five (5) working days, Monday through Friday. The posting shall contain the job title of the vacancy, a brief description and a rate of pay. The Employer does however, while the job is posted, reserve the right to make assignment pending selection. Non-promotional assignments shall be based upon merit and ability. The Employer will give consideration to seniority if two (2) or more employees are rated equally on merit and ability. Supervision will make its selection after interviewing each employee who signed for the open job. At that time the Employer will notify the Union of its selection. If there are no applicants for the position, the Employer reserves the right to assign. The goal of the Employer is to cross-train all employees in each classification.

ARTICLE 28 **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 29 **TOTAL AGREEMENT**

29.01 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 decision, 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 30 **DURATION OF CONTRACT**


30.01 This Contract represents the complete Contract on all matters subject to bargaining between the Employer and the Union. It shall become effective January 1, 2020, and shall remain in full force and effect until December 31, 2022, 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 supersedes any other previously agreed to Contract.

This Contract is signed this _____ day of _____, 2021.

CITY OF BROOK PARK:

THE LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA, LOCAL
860

Mayor Michael Gammella

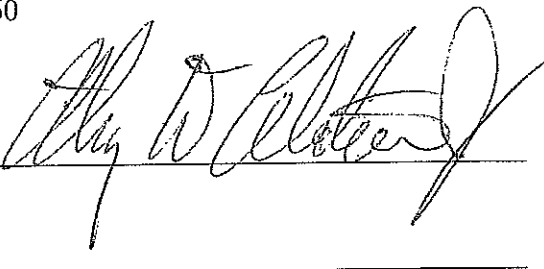


Memorandum of Understanding
Me Too

If any other Union receives better wages or benefits greater than it currently, then such wage or benefit will be made applicable to the members of the bargaining unit.

City Of Brook Park, Ohio

THE LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA, LOCAL
860



City of Brook Park - Laborers' 860									
Appendix A - Wage Chart									
HMO Light	2020 & 2021	2022		Mechanic/Welder/Body Repair	2020 & 2021	2022			
Start	\$ 22.52	WAGE REOPENER FOR ALL		Start	\$ 25.46	WAGE REOPENER FOR ALL			
After 1 yr.	\$ 22.65			After 1 yr.	\$ 26.35				
After 2 yrs.	\$ 24.71			After 2 yrs.	\$ 27.14				
After 3 yrs.	\$ 26.59			After 3 yrs.	\$ 29.46				
After 5 yrs.	\$ 26.78			After 5 yrs.	\$ 29.65				
After 10 yrs.	\$ 26.94			After 10 yrs.	\$ 29.84				
After 15 yrs.	\$ 27.11			After 15 yrs.	\$ 30.01				
After 20 yrs.	\$ 27.26			After 20 yrs.	\$ 30.19				
After 25 yrs.	\$ 27.42			After 25 yrs.	\$ 30.39				
HMO Heavy*	2020 & 2021	2022		Maintenance Craftsman	2020 & 2021	2022			
Start	\$ 24.14	WAGE REOPENER FOR ALL		Start	\$ 25.46	WAGE REOPENER FOR ALL			
After 1 yr.	\$ 24.27			After 1 yr.	\$ 26.35				
After 2 yrs.	\$ 26.35			After 2 yrs.	\$ 27.14				
After 3 yrs.	\$ 28.21			After 3 yrs.	\$ 28.30				
After 5 yrs.	\$ 28.41			After 5 yrs.	\$ 29.46				
After 10 yrs.	\$ 28.57			After 10 yrs.	\$ 29.84				
After 15 yrs.	\$ 28.73			After 15 yrs.	\$ 30.00				
After 20 yrs.	\$ 28.89			After 20 yrs.	\$ 30.19				
After 25 yrs.	\$ 29.05			After 25 yrs.	\$ 30.39				
Employees must have five (5) or more years of service in					2020 &	2022			
Janitor									

order to be eligible for the positions of Foreman and General Foreman.*			
General Foreman*	2020 & 2021	2022	
Start	\$ 29.97	WAGE REOPENER FOR ALL	
After 1 yr.	\$ 30.91		
After 2 yrs.	\$ 32.07		
After 3 yrs.	\$ 33.99		
After 5 yrs.	\$ 34.17		
After 10 yrs.	\$ 34.36		
After 15 yrs.	\$ 34.54		
After 20 yrs.	\$ 34.71		
After 25 yrs.	\$ 34.91		
Foreman	2020 & 2021	2022	
Start	\$ 28.58	WAGE REOPENER FOR ALL	
After 1 yr.	\$ 29.58		
After 2 yrs.	\$ 30.47		
After 3 yrs.	\$ 31.40		
After 5 yrs.	\$ 31.55		
After 10 yrs.	\$ 31.74		
After 15 yrs.	\$ 31.92		
After 20 yrs.	\$ 32.10		

	2021	2021	2021
Start	\$ 17.05	WAGE REOPENER FOR ALL	
After 1 yr.	\$ 17.65		
After 2 yrs.	\$ 18.18		
After 3 yrs.	\$ 20.34		
After 5 yrs.	\$ 20.49		
After 10 yrs.	\$ 20.63		
After 15 yrs.	\$ 20.81		
After 20 yrs.	\$ 20.93		
After 25 yrs.	\$ 21.07		
Animal Warden	2020 & 2021	2022	
Start	\$ 19.73	WAGE REOPENER FOR ALL	
After 1 yr.	\$ 20.42		
After 2 yrs.	\$ 21.03		
After 3 yrs.	\$ 23.22		
After 5 yrs.	\$ 23.38		
After 10 yrs.	\$ 24.99		
After 15 yrs.	\$ 25.19		
After 20 yrs.	\$ 26.87		
After 25 yrs.			
Shop Dispatcher	2020 &	2022	

After 25 yrs.	\$ 32.30		
Trade Craft*	2020 & 2021	2022	WAGE REOPENER FOR ALL
Start	\$ 25.46		
After 1 yr.	\$ 26.35		
After 2 yrs.	\$ 27.14		
After 3 yrs.	\$ 28.30		
After 5 yrs.	\$ 29.46		
After 10 yrs.	\$ 29.84		
After 15 yrs.	\$ 30.00		
After 20 yrs.	\$ 30.19		
After 25 yrs.	\$ 30.39		
Vehicle Maintenance Foreman	2020 & 2021	2022	WAGE REOPENER FOR ALL
Start	\$ 29.97		
After 1 yr.	\$ 30.91		
After 2 yrs.	\$ 32.07		
After 3 yrs.	\$ 33.99		
After 5 yrs.	\$ 34.17		
After 10 yrs.	\$ 34.36		
After 15 yrs.	\$ 34.54		
After 20 yrs.	\$ 34.71		
After 25 yrs.	\$ 34.91		

	2021		WAGE REOPENER FOR ALL
Start	\$ 22.23		
After 1 yr.	\$ 23.01		
After 2 yrs.	\$ 23.71		
After 3 yrs.	\$ 25.72		
After 5 yrs.	\$ 25.87		
After 10 yrs.	\$ 26.02		
After 15 yrs.	\$ 26.17		
After 20 yrs.	\$ 26.31		
After 25 yrs.	\$ 26.46		

* The position of General Foreman, Trades Craft and HMO
Heavy are appointed positions that serve at the pleasure of
the Mayor.