

P/C  
CA 12102 7-20-21  
1st R 7-20-21  
2nd R  
3rd R  
D/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11206-2021

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT  
WITH THE TEAMSTERS UNION LOCAL 436,  
AND DECLARING AN EMERGENCY

WHEREAS, a contract between the City and the Brook Park and the Teamsters Union Local 436, has been presented to Council; and

WHEREAS, said contract shall be effective January 1, 2021 through December 31, 2023.

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 Teamsters Union Local 436, effective January 1, 2021 through December 31, 2023, 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, city income tax fund no. 210, and administrative tax fund no. 215; 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 with Teamsters Union Local 436, expired on December 31, 2020; 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: July 20, 2021

M. P. Kennerly  
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak  
Clerk of Council

APPROVED:

[Signature]  
MAYOR

7/20/21  
DATE

#### CERTIFICATE

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution

No. 11206-2021  
passed on the 20<sup>th</sup> day of July  
20 21 by said council  
Michelle Blazak  
Clerk of Council

I, Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commanding Michelle Blazak  
MICHELLE BLAZAK  
Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Orcutt	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Schmuck	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

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

[Signature] 7/16/21  
DIRECTOR OF LAW



**AN AGREEMENT**

**BETWEEN**

**THE CITY OF BROOK PARK**

**AND**

**TEAMSTERS UNION LOCAL NO. 436**

**Effective: January 1, 2021**  
**Expires: December 31, 2023**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
CONTRACT	.....	1
ARTICLE 1	INTENT OF THE CONTRACT.....	1
ARTICLE 2	RECOGNITION .....	1
ARTICLE 3	UNION SECURITY .....	1
ARTICLE 4	MANAGEMENT BY THE EMPLOYER.....	2
ARTICLE 5	UNION RIGHTS .....	2
ARTICLE 6	SUBCONTRACTING .....	2
ARTICLE 7	NON-DISCRIMINATION .....	3
ARTICLE 8	NO STRIKE/NO LOCKOUT.....	3
ARTICLE 9	STEWARDS AND UNION REPRESENTATION.....	3
ARTICLE 10	SENIORITY .....	4
ARTICLE 11	EXERCISE OF SENIORITY RIGHTS.....	5
ARTICLE 12	LEAVE OF ABSENCE .....	6
ARTICLE 13	HOURS OF WORK.....	8
ARTICLE 14	WAGE AND CLASSIFICATIONS .....	8
ARTICLE 15	LONGEVITY PAY .....	9
ARTICLE 16	OVERTIME.....	10
ARTICLE 17	HOLIDAYS .....	12
ARTICLE 18	VACATIONS .....	12
ARTICLE 19	HOSPITALIZATION.....	13
ARTICLE 20	LIFE INSURANCES .....	14
ARTICLE 21	PENSION AND UNEMPLOYMENT .....	14
ARTICLE 22	SAFETY COMMITTEE.....	14
ARTICLE 23	AUTOMOBILES .....	15
ARTICLE 24	DISCIPLINE.....	15
ARTICLE 25	GRIEVANCE/ARBITRATION PROCEDURE .....	15
ARTICLE 26	LABOR-MANAGEMENT COMMITTEE.....	16
ARTICLE 27	MISCELLANEOUS .....	17
ARTICLE 28	SAVINGS CLAUSE.....	18
ARTICLE 29	CLOTHING ALLOWANCE.....	18
ARTICLE 30	EDUCATION REIMBURSEMENT .....	18
ARTICLE 31	TRANSITIONAL WORK POLICY .....	18
ARTICLE 32	OBLIGATION TO NEGOTIATE.....	18
ARTICLE 33	TOTAL AGREEMENT.....	18
ARTICLE 34	DURATION OF CONTRACT.....	19

## **CONTRACT**

This Contract is made and entered into by and between the City of Brook Park (hereinafter referred to as the "Employer") and Teamsters Union Local No. 436 (hereinafter referred to as the "Union").

### **ARTICLE 1      INTENT OF THE CONTRACT**

1.01    The Employer and the Union now desire to enter into a new Contract to supersede all previous Contracts, and to provide for the peaceful adjustment of 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 Employer Service.

### **ARTICLE 2      RECOGNITION**

2.01    The Employer recognizes the Union as the exclusive bargaining representative of all employees occupying the classifications of Administrative Assistants, Administrator of Office of Aging, Secretaries, Finance Clerk, Financial Analyst, Office Specialist, Assistant Superintendents, Superintendents, Assistant Service Director, Assistant Recreation Director, Assistant Building Commissioner, Inspectors, Program Coordinators, Community Center Supervisor, Deputy Tax Director, Assistant Deputy Finance Director, Information and Data Processing Specialist, and Information and Data Processing/LEADS Certified Specialist; but excluding Building Commissioner, Commissioner of Economic Development, Commissioner of Human Resources, Clerk of Courts, Assistant Finance Director, Directors, and all other employees.

### **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 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 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 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 Employer, except that the Employer 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. 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 25, 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 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. Neither the Employer nor the Union will discriminate against any employee due to Union membership or non-membership or lawful Union activity.

#### **ARTICLE 8            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 9            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 10 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 under this contract.

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.



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 up to a maximum of six (6) months. Such employee shall have reverting rights to his prior position.

## **ARTICLE 11      EXERCISE OF SENIORITY RIGHTS**

11.01 Layoff. Whenever it becomes necessary because of lack of work or funds, or whenever it is advisable in the interests of economy or efficiency to reduce the working force of the Employer, the employee with the lowest amount of seniority within the classification affected shall be first laid off.

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 a lower rated classification, provided the employee is qualified to perform the job under this contract.

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

11.04 Prohibition on Hiring. No new employees shall be hired into any affected classification while former employees on the current seniority list with adequate skill, ability and physical fitness to do and perform the 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 within the affected classification. 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 temporary employees while a recall is being effectuated up to a maximum of five (5) workdays. Employees shall have recall rights for two (2) years from the date of layoff.

11.07 Stewards. Preferential seniority shall be provided for the Union steward and he shall be retained in employment so long as there is work he 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. When reasonably possible, the Employer will give to regular full-time employees three (3) 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 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 paid sick leave and who is not habitually tardy for a period of three (3) consecutive months shall be entitled to eight (8) hours of compensation. At the employee's option, this compensation is to be eight (8) hours of straight time placed into the employee's compensatory time bank or paid in cash in the first pay

period following each four month period. The cash payment shall be in a separate check and distinct from any other regular compensation. Approval of this benefit must be timely submitted by the department head to payroll. The consecutive month periods shall be:

January, February, March  
April, May, June  
July, August, September  
October, November, December

12.14 Sick Leave Donation Program. Employees may donate up to eighty (80) hours of paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-employees who are in critical need of leave due to serious illness or injury of the employee or a member of his or her immediate family. An employee may not donate paid leave if it will result in the employee having less than forty (40) hours of accrued leave. An employee is not entitled to receive donated paid leave until he first exhausts all of his accumulated leave time. Employees may not actively solicit donations for paid leave.

#### **ARTICLE 13      HOURS OF WORK**

13.01 Workweek. The normal hours of work for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hour days, inclusive 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. Provided that the Union shall be given seven (7) days' notice of such change and that the parties shall meet and discuss shift differential, if any. The Program Coordinator positions require a flexible schedule based on programming and operational needs as directed by the Director of Recreation.

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

13.03 Employees who work a regular workday (i.e., 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 workday. 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 unless approved by the department director.

#### **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 2021. In 2021, the Employees classified above and covered by this Contract shall be paid according to the chart below. Along with the employee contribution reopener in Sections 19.01 – 19.04, and longevity pay in Section 15.01, the Parties agree to reopen Section 14.1 relating to base wages only on October 1, 2021, and October 1, 2022 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.

<u>Position</u>	<u>2021</u>			<u>2022 &amp; 2023</u>	
	Start	6 months	1 year		
Administrative Assistant	60,605.88	63,131.12	65,761.59		
Admin/Office of Aging	49,785.72	51,860.13	54,020.97		
Secretaries	49,785.72	51,860.13	54,020.97		
Finance Clerk	49,785.72	51,860.13	54,020.97		
Financial Analyst	54,888.77	57,175.80	59,558.12		
Office Specialist	43,461.63	45,272.53	47,158.89		
Assistant Superintendents	30.36	31.63	32.94	<b>Re-Opener for all positions.</b>	
Superintendents	68,341.00	71,188.54	74,154.72		
Assistant Service Director	70,001.01	72,917.73	75,955.96		
Assistant Building Commissioner	83,201.20	86,667.93	90,279.09		
Inspectors	67,654.98	70,473.94	73,410.36		
Program Coordinators	65,809.78	68,551.86	71,408.18		
Assistant Recreation Director	65,809.78	68,551.86	71,408.18		
Community Ctr. Supervisor	49,752.72	51,825.75	53,985.16		
Deputy Tax Director	69,684.55	72,588.07	75,612.58		
Assistant Deputy Finance Director	52,275.02	54,453.14	56,722.02		
Information & Data Processing Specialist	47,118.68	49,081.96	51,127.05		
Information & Data Processing/LEADS Certified Specialist	47,118.68	49,081.96	51,127.05		

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 15      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.

Along with the base wages only in Section 14.01 and employee contribution in Sections 19.01 – 19.04, the Parties agree to reopen Section 15.01 relating to longevity pay only on October 1, 2021, and October 1, 2022 for a period of 60 days subject to the provisions of Ohio Revised Code Section 4117.14.

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 16        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. Overtime will be computed by including all items such as longevity and cost of living. 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 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.

16.04 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 30<sup>th</sup> 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 1<sup>st</sup> and January 15<sup>th</sup> of the following year.
- (d) Payouts of accumulated compensatory time requested from January 1<sup>st</sup> through January 15<sup>th</sup> (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.

16.05 Previously Accrued Compensatory Time. Employees who currently have more than one hundred twenty (120) hours of compensatory time in the (A) bank and one hundred twenty (120) hours of compensatory time in the (B) bank will not be eligible to receive additional compensatory time and must receive overtime pay until one of the compensatory time "banks" is reduced to below its respective hour limits.

16.06 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 17, 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.

16.07 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.

16.08 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 bi-weekly basis.

16.09 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 17      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 18      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 15 years	5 weeks
After 20 years	6 weeks

18.01(a) All employees receiving 6 weeks of paid vacation shall have the option of receiving cash for one (1) vacation week per year. Payment for this week of vacation shall be paid concurrent with the first pay day in December of each year. An employee wishing to utilize this option must



notify their department director or commissioner upon the completion of the normal vacation selection process.

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. The vacation period shall extend from January 1st to December 31st of each year. The Employer will not pay additional compensation in lieu of vacation leave except as set forth in 18.01(a), above.

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 eighty (80) hours shall be forfeited.

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 19            HOSPITALIZATION**

19.01 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.

19.02 Insurance Reopener. The Parties agree that insurance terms for 2021 have already been established. Along with the base wage reopener in Section 14.01 and longevity pay in Section 15.01, the Parties agree to reopen Sections 19.01 through 19.04 relating to employee contributions on October 1, 2021 and October 1, 2022 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 or 2023.

19.03 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.

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

## **ARTICLE 20            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 21            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 pickup 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 or is mandated to 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 22            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 23        AUTOMOBILES**

23.01 Any employee assigned to a car to drive must drive the car him/herself. 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 24        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 25        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 26            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 27 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.

27.06 Credit Union Deductions. The City agrees that upon receiving a valid written deduction request form from an employee in the bargaining unit, it will deduct from earnings due the employee the amount requested and remit such amount to Ohio Teamsters Credit Union, 6100 Rockside Woods Blvd., Ste. 150, Independence, Ohio 44131, with the names of the employees requesting such deduction and the amounts deducted, provided that the City shall cease deductions on the behalf of an employee when so requested in writing by the employee and provided it is understood and agreed that the City has no responsibility for connection with or control over the Ohio Teamsters Credit Union.

27.07 Internal Posting of Vacancies. In the event the City intends to fill a vacant bargaining unit position, the position shall be posted for up to one week internally before it is posted externally. Bargaining unit members who believe they are qualified for the vacant position may submit an application to the City's Human Resources Commissioner.

Nothing in this section shall require the City to hire, transfer, or promote a bargaining unit member to a vacant position instead of filling the vacant position with an external candidate.

**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            CLOTHING ALLOWANCE**

29.01 Effective in 2017, the City will provide a uniform to any employee required to wear one as part of his/her position.

**ARTICLE 30            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 31            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 32            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 33            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.

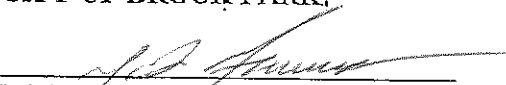
**ARTICLE 34      DURATION OF CONTRACT**

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, 2021, and shall remain in full force and effect until December 31, 2023, 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.

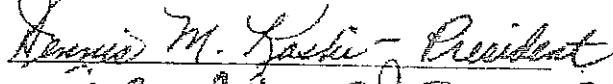
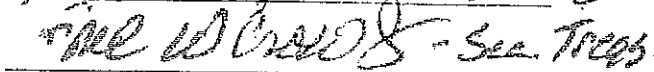
34.02 Effective for the duration of this Agreement, any wage or benefit that is given or awarded to any other collective bargaining unit shall be offered to the Teamsters Union Local 436.

This Contract is signed this 20<sup>th</sup> day of July, 2021.

CITY OF BROOK PARK:

  
Michael D. Gammella, Mayor

TEAMSTERS UNION LOCAL NO. 436:

 - President  
 - Sec. Treas.