P/C 5/3/16 Finance
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CITY OF BROOK PARK, OHIO

ORDINANCE NO: 10019-2016

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MUNICIPAL FOREMENS' AND LABORERS' UNION LOCAL 1099, AND DECLARING AN EMERGENCY

WHEREAS, a contract between the City and the Brook Park Municipal Foremens' and Laborers' Union, Local 1099, has been presented to Council; and

WHEREAS, said contract shall be effective January 1, 2016 through December 31, 2018.

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 Municipal Foremens' and Laborers' Union 1099, effective January 1, 2016 through December 31, 2018, 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 funds 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 Municipal and Foremens' Laborers' Union, Local 1099 will be extended through December 31, 2018; 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: May 10, 2016
SP. COUNCIL

Jim Astorga
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak
Clerk of Council

APPROVED: [signature]
MAYOR

5/11/2016
DATE

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

[signature]
DIRECTOR OF LAW

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. 10019-2016 passed on the 10th day of May 20 16 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 six 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, #1 Fire Station 5590 Smith 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.

commencing May 17, 2016

Michelle Blazak
MICHELLE BLAZAK
Clerk of Council

Suspensioin: Mencini, McCormick, Powers, Troyer, Salvatore, Burgio, Scott
None:

Adoption: Mencini, Troyer, Powers, McCormick, Scott, Burgio, Salvatore
None

An

AGREEMENT

between

THE CITY OF BROOK PARK

and

THE MUNICIPAL FOREMEN AND
LABORERS' UNION LOCAL NO. 1099

Effective: January 1, 2016
Expires: December 31, 2018

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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 Municipal Foremen and Laborers' Union, Local No. 1099, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I 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 II 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 III UNION SECURITY

3.01 Membership Requirement. The Employer agrees to require each new employee who is hired to the classification contained herein and who completes the probationary period, who is not a member of the Union, as a condition of employment, to pay to the Union by way of payroll deduction a fair share fee as determined by the secretary/treasurer of the Union, but not to exceed the initiation fees, dues and/or assessments paid by Union members.

Any individual employee who objects to joining or financially supporting a Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, and has historically held such objection, and is tax exempt, will be required to inform the Employer and Union of his objection. The employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to Union dues, initiation fees and assessments to a non-religious charity. The employee shall furnish written proof to the Employer and the Union that this has been done.

3.02 Authority to Deduct. During the existence of this Contract and insofar as permitted by State and Federal laws, the Employer will continue to deduct initiation fees, Union dues and any assessments levied, out of current net earnings of employees in the bargaining unit who are members of the Union and who individually and voluntarily execute in writing an authorization satisfactory to the Employer and the Union for such deductions. No new authorization will be required from those employees for whom the Employer is currently deducting dues.

3.03 Amount of Deduction. The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved. The Union will indemnify and hold harmless the employer from any liability for deductions so authorized.

3.04 Manner of Payment. The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next pay. The Employer will deduct the initiation fee for all new employees in three equal installments for the next three pay periods following membership in the Union.

ARTICLE IV 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 V UNION RIGHTS

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

ARTICLE VI SUBCONTRACTING

6.01 The Employer shall have the right to privatize or subcontract services provided that sixty (60) calendar days prior to such action, the Employer shall meet and confer with the Union 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 XXIII, 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 VII NON-DISCRIMINATION

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

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 VIII 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 an 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 IX 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 X 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 form 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 that 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 XI 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 may exercise his seniority right in any other lower classification where he is eligible and qualified.

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 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 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. 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 XII LEAVE OF ABSENCE

12.01 Funeral Leave. A regular full-time employee shall be granted a leave of absence with pay, not to be charged against sick leave in the event of 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 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.

(b) 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 four (4) 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 four (4) 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 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.

12.12 An employee elected to a full-time Union office shall be granted a leave of absence for the full term of such office.

12.13 The City shall assign the Union's principal officer (i.e., Business Manager) to perform on a full-time basis, duties related to the administration of the parties' Labor Contract in handling matters of mutual concern to the Employer and Union. It is understood that this individual shall be included in the Union's bargaining committee for which the Employer shall grant time away from duty while participating in collective bargaining.

12.14 The City shall assign the Union's Secretary Treasurer or Field Agent to perform on an part-time basis (two days each week: Tuesday and Thursday), duties related to the administration of the parties' Labor Contract and handling matters of mutual concern of Employer and Union. This individual shall be included in the Union's bargaining committee for which the Employer shall grant time away from duty while participating in collective bargaining.

ARTICLE XIII 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 XIV WAGE AND CLASSIFICATIONS

14.01 General Classifications and Wage Rates. Effective 1/1/2016 the Employees classified below and covered by this Contract shall be paid as follows:

HMO LIGHT	2% 2016	2% 2017	2% 2018
Start	$21.17	$21.59	$22.02
After 1 year	$21.29	$21.71	$22.15
After 2 years	$23.24	$23.70	$24.17
After 3 years	$24.99	$25.49	$26.00
After 5 years	$25.17	$25.68	$26.19
After 10 years	$25.33	$25.83	$26.35
After 15 years	$25.48	$25.99	$26.51
After 20 years	$25.62	$26.13	$26.66
After 25 years	$25.78	$26.29	$26.82

HMO HEAVY*	2% 2016	2% 2017	2% 2018
Start	$22.70	$23.15	$23.61
After 1 year	$22.82	$23.27	$23.74
After 2 years	$24.77	$25.26	$25.77
After 3 years	$26.52	$27.05	$27.59
After 5 years	$26.70	$27.24	$27.78
After 10 years	$26.86	$27.39	$27.94
After 15 years	$27.01	$27.55	$28.10
After 20 years	$27.15	$27.70	$28.25

After 25 years	$27.31	$27.85	$28.41

Employees must have five (5) or more years of service in order to be eligible for the positions of Foreman and General Foreman.*

GENERAL FOREMAN*	2% 2016	2% 2017	2% 2018
Start	$28.17	$28.74	$29.31
After 1 year	$29.06	$29.64	$30.23
After 2 years	$30.14	$30.74	$31.36
After 3 years	$31.95	$32.59	$33.24
After 5 years	$32.12	$32.76	$33.42
After 10 years	$32.29	$32.94	$33.60
After 15 years	$32.47	$33.12	$33.78
After 20 years	$32.63	$33.28	$33.95
After 25 years	$32.81	$33.47	$34.14

FOREMAN	2% 2016	2% 2017	2% 2018
Start	$26.87	$27.40	$27.95
After 1 year	$27.81	$28.36	$28.93
After 2 years	$28.64	$29.21	$29.80
After 3 years	$29.52	$30.11	$30.71
After 5 years	$29.66	$30.25	$30.86
After 10 years	$29.84	$30.43	$31.04
After 15 years	$30.01	$30.61	$31.22
After 20 years	$30.17	$30.78	$31.39
After 25 years	$30.37	$30.97	$31.59

TRADE CRAFT*	2% 2016	2% 2017	2% 2018
Start	$23.93	$24.41	$24.90
After 1 year	$24.77	$25.26	$25.77
After 2 years	$25.51	$26.02	$26.54
After 3 years	$26.60	$27.13	$27.68
After 5 years	$27.69	$28.25	$28.81
After 10 years	$28.05	$28.61	$29.18
After 15 years	$28.20	$28.77	$29.34
After 20 years	$28.39	$28.95	$29.53
After 25 years	$28.57	$29.14	$29.72

JANITOR	2% 2016	2% 2017	2% 2018
Start	$16.02	$16.34	$16.67
After 1 year	$16.59	$16.92	$17.26
After 2 years	$17.09	$17.43	$17.78
After 3 years	$19.11	$19.50	$19.89
After 5 years	$19.26	$19.64	$20.04
After 10 years	$19.40	$19.79	$20.18
After 15 years	$19.56	$19.95	$20.35
After 20 years	$19.68	$20.07	$20.47
After 25 years	$19.81	$20.20	$20.61

ANIMAL WARDEN	2% 2016	2% 2017	2% 2018
Start	$18.55	$18.92	$19.30
After 1 year	$19.20	$19.58	$19.97
After 2 years	$19.77	$20.16	$20.57
After 3 years	$21.83	$22.26	$22.71
After 5 years	$21.98	$22.42	$22.87
After 10 years	$23.49	$23.96	$24.44
After 15 years	$23.68	$24.16	$24.64
After 20 years	$25.26	$25.76	$26.28
After 25 years			

SHOP DISPATCHER	2% 2016	2% 2017	2% 2018
Start	$20.90	$21.32	$21.74
After 1 year	$21.62	$22.06	$22.50
After 2 years	$22.29	$22.73	$23.19
After 3 years	$24.17	$24.66	$25.15
After 5 years	$24.32	$24.80	$25.30
After 10 years	$24.46	$24.95	$25.45
After 15 years	$24.59	$25.08	$25.59
After 20 years	$24.74	$25.23	$25.73
After 25 years	$24.88	$25.38	$25.88

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

	VEHICLE MAINTENANCE FOREMAN		
	2% 2016	2% 2017	2% 2018
Start	$28.17	$28.74	$29.31
After 1 year	$29.06	$29.64	$30.23
After 2 years	$30.14	$30.74	$31.36
After 3 years	$31.95	$32.59	$33.24
After 5 years	$32.12	$32.76	$33.42
After 10 years	$32.29	$32.94	$33.60
After 15 years	$32.47	$33.12	$33.78
After 20 years	$32.63	$33.28	$33.95
After 25 years	$32.81	$33.47	$34.14

	MECHANIC/WELDER/BODY REPAIR		
	2% 2016	2% 2017	2% 2018
Start	$23.93	$24.41	$24.90
After 1 year	$24.77	$25.26	$25.77
After 2 years	$25.51	$26.02	$26.54
After 3 years	$27.69	$28.25	$28.81
After 5 years	$27.88	$28.43	$29.00
After 10 years	$28.05	$28.61	$29.18
After 15 years	$28.21	$28.78	$29.35
After 20 years	$28.39	$28.95	$29.53
After 25 years	$28.57	$29.14	$29.72

	MAINTENANCE CRAFTSMAN		
	2% 2016	2% 2017	2% 2018
Start	$23.93	$24.41	$24.90
After 1 year	$24.77	$25.26	$25.77
After 2 years	$25.51	$26.02	$26.54
After 3 years	$26.60	$27.13	$27.68
After 5 years	$27.69	$28.25	$28.81
After 10 years	$28.05	$28.61	$29.18
After 15 years	$28.20	$28.77	$29.34
After 20 years	$28.39	$28.95	$29.53
After 25 years	$28.57	$29.14	$29.72

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

ARTICLE XV 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 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 XV, 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.

15.05 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- ½) times the rate provided above for hours, including shift premium, but in no event for less than two (2) hours.

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

15.07 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 XVI HOLIDAYS

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

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

Years of Service	Length of Vacation
After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 18 years	5 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. All employees must take their vacations. 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. An employee entitled to three (3) or more weeks vacation is required to take at least one week in the winter season unless this requirement is waived by the Employer.

17.04 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 XVIII HOSPITALIZATION

In 2017 and 2018, there shall be a "reopener" for healthcare.

18.01 Section 1. Hospitalization Insurance.

(a) The Employer will provide on behalf of each full-time employee for single or family hospitalization and medical service coverage pursuant to the following schedule:

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

The City shall have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussion with the Association, provided that the benefits in such new policy are substantially similar to the current policy.

(b) Finally, the Employer and all of its constituent unions and employees will form a committee to review health care and shall determine, on an annual basis, whether or not coverage as written shall be maintained. Additionally, the purpose of this committee shall be to review and help to contain health care costs.

Section 2: Health Insurance – Effective September 22, 2014

Health Insurance plans costs will be as follows for 2016 thereafter, the costs will be determined by the usage.

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

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

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

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

Section 3. 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.

Section 4. 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.

Section5. 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 XIX **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 XX 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 XXI 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 XXII 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 XXIII 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 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 XXIV 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 1099. 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 XXV 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 XXVI WAGE CONTINUATION/TRANSITIONAL WORK POLICY

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

ARTICLE XXVII 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 XXVIII SAVINGS CLAUSE

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

ARTICLE XXIX 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 XXX 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, 2016, and shall remain in full force and effect until December 31, 2018, 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 31 day of March, 2016.

CITY OF BROOK PARK:

THE MUNICIPAL FOREMEN AND LABORERS UNION, LOCAL 1099

Memorandum of Understanding
Me Too

If any other Union receives better wages or benefit(d) 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 MUNICIPAL FOREMEN AND LABORERS UNION, LOCAL 1099