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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT BETWEEN

CITY OF FOREST PARK

and

**TRUCK DRIVERS, CHAUFFEURS, and HELPERS
LOCAL UNION NO. 100,
an Affiliate of the
International Brotherhood of Teamsters**

Expiration: December 31, 2015

PREAMBLE

THIS AGREEMENT is entered into by and between TRUCK DRIVERS, CHAUFFEURS and HELPERS LOCAL UNION NO. 100, an affiliate of the International Brotherhood of Teamsters, hereinafter known as the "Union", and the CITY OF FOREST PARK, Hamilton County, Ohio, hereinafter known as the "Employer".

ARTICLE 1. PURPOSE

The parties to this Agreement realize that the welfare of the City of Forest Park is dependent largely upon the service rendered to the public. The provisions contained herein are to be observed in such manner as not to defeat the object intended; namely, cooperation between management and the Employees. The parties to this Agreement recognize the foregoing principles and agree to be governed accordingly.

ARTICLE 2. RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all Employees in the bargaining unit as set forth in the certification issued by the State Employment Relations Board in case no. 94-REP-09-0188, including:

Equipment Operator, Equipment Mechanic, Maintenance Technician, Maintenance Worker, Maintenance Specialist, Parks and Grounds Keeper, Parks and Grounds Specialist

Section 2.2 Seasonal workers

Seasonal workers will be defined as those workers hired during high volume work periods (grass cutting, chipping, tree removal) or during emergencies (snow removal). Benefits for seasonal workers shall be in accordance with City policy unless this Agreement provides otherwise.

But excluding: All other classifications

Section 2.3 The Employer will not recognize any other Union as the representative for any Employee within the bargaining unit referenced above.

Section 2.4 Whenever the male pronoun or adjective is used in this Agreement it shall be deemed to include the female, unless otherwise indicated.

ARTICLE 3. NON-DISCRIMINATION

Section 3.1. The Employer and the Union agree that there shall be no discrimination against any Employee relating to employment on the basis of race, color, creed, national origin, age, sex, or disability. The parties further agree that there shall be no discrimination in regard to membership or non-membership in the Union or because of participation or non-participation in any lawful activity on behalf of the Union.

ARTICLE 4. CHECK-OFF AND UNION SECURITY

Section 4.1. The Employer agrees to deduct Union membership dues, fees and assessments in accordance with this Article for all Employees eligible for the bargaining unit, after thirty (30) calendar days of employment, and shall remit to the Union all such deductions.

Section 4.2. The Employer agrees to deduct Union membership dues from the pay of any eligible Employees in the bargaining unit upon receiving written authorization signed individually and voluntarily by the Employee. The signed payroll deduction form must be presented to the Employer or his designee by the Employee or his designee. Upon receipt of the proper authorization, the Employer or his designee will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer or his designee. All dues and fees as deducted in compliance with this article shall be remitted to the Union on a monthly basis. The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, fees and/or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount and remit to the Union in one lump sum within two (2) weeks following deduction from the employee's pay check. The Employer shall add to the list submitted by the Union the names, addresses, and hourly wage rates of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed. Changes in rates of deduction shall be effective on the next pay period from which dues are customarily deducted.

Section 4.3. Except as otherwise expressly provided in this article, the parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues or fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any Employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their dispositions thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.4. The Employer shall be relieved from making such individual "check-off" deductions upon an Employee's: (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit, (3) layoff from work, or (4) an unpaid leave of absence.

Section 4.5. The Employer shall not be obligated to make deductions from any Employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues or fees.

Section 4.6. The parties agree that neither the Employee nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless claim of error is made to the Employer or his designee in writing within sixty (60) calendar days after the date such error will be corrected at the next pay period that Union dues deductions would normally be made by deducting the proper amount.

Section 4.7. Except as otherwise provided for in this article, each eligible Employee's written authorization for Union dues deduction shall be honored by the Employer for the duration of this Agreement or until such Employee submits a written revocation of the Union dues deduction authorization to the Employer or his designee.

Section 4.8. The Employer agrees to deduct from the paycheck of all Employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing Employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the Employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each Employee on whose behalf a deduction is made, the Employee's Social Security number, and the amount deducted from that Employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan.

Section 4.9. As a condition of employment, sixty (60) calendar days following the beginning of employment, or upon the effective date of this collective bargaining agreement, whichever is later, Employees in the bargaining unit who are not members of the Union, including Employees who resign from membership in the Union after the effective date of this collective bargaining agreement, shall pay to the Union through payroll deduction, a fair share fee.

Section 4.10. The fair share fee is automatic and does not require the written authorization of the Employee. This provision shall not require any Employee to become or remain a member of the Union, nor shall the fair share fee exceed the dues paid by members of the Union in the same bargaining unit. The Union is responsible for annually certifying to the Employer the amount of the fair share fee, along with a breakdown of its use, prior to the implementation of this section.

Section 4.11. If an Employee challenges the deduction of the fair share fee through the court system or the State Employment Relations Board (SERB), deductions for the challenging Employee shall continue, but the funds so deducted shall be placed in a mutually agreed to interest bearing escrow account by the Employer until a resolution of such challenge is reached. The party in whose favor the solution is determined shall receive the escrowed funds, including any interest earned.

ARTICLE 5. PROBATIONARY PERIOD

Section 5.1. Employees must serve a probationary period, and shall not receive the benefits of this Agreement until such time that they have successfully completed the probationary period. The probationary period shall be in accordance with the Civil Service Rules, provided, however, that Employees shall enjoy the benefits of this Agreement, with the exception of permanent, tenured status, after the first ninety (90) calendar days of employment. Employees may be removed from employment at any time during the probationary period, with or without cause. After successful completion of the probationary period, Employees shall be credited with seniority from the first day of hire.

ARTICLE 6. EMPLOYEE RESPONSIBILITY

Section 6.1. The Union recognizes that the delivery of essential municipal services in the most efficient and effective manner is of paramount importance and interest to both the City and the Union. Maximized service to the community is recognized to be a mutual desire of both parties within their respective roles and responsibilities. Each Employee covered by this Agreement has the primary responsibility to render his utmost in efficient service to the City.

Section 6.2. With the exception of any recognized rest or break period, each Employee shall, during the hours for which the Employee is being compensated, apply himself or herself diligently to the task assigned to achieve its satisfactory completion in the shortest period of time. Each Employee recognizes that the Employer has the

responsibility to establish and, from time to time, amend work procedures, schedules and assignments and, that it is the Employee's duty to carry out his or her responsibilities as established by the Employer provided that the actions of the Employer do not violate any provision of this Agreement.

Section 6.3. The Employer shall have the right to assign an Employee to any task within the Employee's capabilities irrespective of the Employee's classification.

Section 6.4. The original classifications have been re-organized into three (3) classifications covered by this Agreement shall be as follows:

Maintenance Worker I
Maintenance Worker II
Maintenance Worker III and Mechanic

ARTICLE 7. MANAGEMENT RIGHTS

Section 7.1. Unless the City has specifically set forth in this Agreement a limitation upon the Council's or the City Manager's right or duty to manage the City of Forest Park, the City shall retain all rights imposed upon it by law to carry out the administration of government and management of the City. The right to manage shall include, but not be limited to:

- (a) The right to direct, supervise, hire, promote, transfer, assign, schedule and retain Employees, and also to suspend, discipline, and discharge for just cause.
- (b) The right to relieve Employees from duty, and to determine the number of personnel needed in any agency or department, or to perform any function; determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- (c) The right to purchase equipment, materials or services, or to subcontract for services; provided that if a contract or subcontract may cause the layoff of one or more bargaining unit members, the City shall give written notice to the Union by certified mail at the Union's address of record, not less than ninety (90) days prior to the effective date of any layoff.
- (d) The right to determine the appropriate job classifications and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and the effectiveness of government operations.
- (e) The right to make reasonable rules to regulate the work force; establish and amend personnel policies and procedures relating to any matter which is not specifically set forth in this Agreement.
- (f) The right to take any necessary actions to carry out the mission of the City in situations of emergency; and take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.

ARTICLE 8. GRIEVANCE PROCEDURE

Section 8.1. The term "grievance" shall mean an allegation by a bargaining unit Employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that

the grievance procedure be used to effect changes in the articles of this Agreement nor in those matters not covered by this Agreement.

Section 8.2. If specific administrative relief of a judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of specific matters (such as worker's compensation, unemployment compensation, equal employment opportunity, civil rights, etc.) such matters may not be the subject of a grievance or be processed as such.

Section 8.3. All grievances must be presented at the proper step and time in progression in order to be considered at subsequent steps. Any grievance which originates from a level above the first step of the grievance procedure may be submitted directly to the step from which it originates.

Section 8.4. Any Employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the Employee within the time limits provided shall be considered resolved based upon management's last answer.

Section 8.5. Any grievance not answered by management within the stipulated time limits may be advanced by the Employee to the next step in the grievance procedure. All time limits on grievances set forth herein may be extended only upon mutual consent of the parties.

Section 8.6. A grievance may be brought by any Employee covered by this Agreement. Where a group of bargaining unit Employees desires to file a grievance involving an incident affecting several Employees in the same manner, one Employee shall be selected by the group to process the grievance. Each Employee who desires to be included in such grievance shall be required to sign the grievance.

Section 8.7. The Union shall use a written grievance form which shall provide the following information:

- (a) Aggrieved Employee's name and signature;
- (b) Date, time and location of grievance;
- (c) Description of incident giving rise to the grievance;
- (d) Specific articles and sections of the Agreement violated;
- (e) Date grievance was first discussed;
- (f) Name of supervisor with whom grievance was first discussed;
- (g) Date grievance was filed in writing; and
- (h) Desired remedy to resolve grievance.

Section 8.8. The Union shall have the responsibility for duplication and distribution of, and its own accounting for, the grievance forms.

Section 8.9. It is the desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1. In order for an alleged grievance to receive consideration under this procedure, the Employee must identify the alleged grievance to the Employee's immediate supervisor within five (5) calendar days of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within five (5) calendar days following the date on which the supervisor was presented the grievance.

Step 2. If the grievance is not resolved in Step 1 and the Employee wishes to proceed to Step 2, the Employee, with the appropriate Union steward, if the Employee so desires, shall reduce the grievance to writing and shall, within fifteen (15) days from the date of the occurrence that gave rise to the grievance, present the grievance to the Department Head. The Department Head shall investigate and respond in writing to the Employee within three (3) calendar days following the presentation of the grievance to Step 2.

Step 3. If the grievance is not resolved in Step 2, the Employee, with the appropriate Union steward, if the Employee so desires, may present the written grievance to the City Manager or his designee within five (5) calendar days from receipt of the Step 2 answer. The Employer shall investigate and respond to the grievant within seven (7) calendar days following the presentation of the grievance to Step 3.

Step 4. Arbitration. If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon request of the Union in accordance with this section of this article.

The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fifteen (15) calendar days from the date of final answer on such grievance under Step 3 in the grievance procedure, the Union shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. The representatives of the parties (the Union and the Employer) shall schedule a meeting to be held within thirty (30) calendar days after notification of a request to arbitrate to begin the selection procedures outlined below. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted within the fifteen (15) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or its representative(s).

- (a) After receipt of a request to arbitrate, a representative of each of the parties (the Union and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list, with the party who requested the arbitration striking first, until such time as one name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may once reject a list and submit a request for another list from the FMCS. The arbitrator shall limit his decisions strictly to the interpretation, application or enforcement of specific articles in this Agreement. He may not modify or amend the Agreement.
- (b) The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable; the alleged grievance will be heard on its merits before the same arbitrator.

- (c) The decisions of the arbitrator shall be final and binding upon both parties and all bargaining unit members. The arbitrator shall not establish any new or different wage rates not negotiated as a part of this Agreement. In cases of discharge, suspension or reduction, the arbitrator shall have the authority to award modification of said discipline.
- (d) The costs of the services of the arbitrator, if any, or hearing room, shall be borne equally by the Employer and the Union. The expenses of any non-Employee witnesses, if any, shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one; provided, however, that such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such

hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the date of the hearing.

Section 8.10. When an Employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his right to be present at the adjustment.

Section 8.11. In the event that a time period set forth in this Article expires on a Saturday, Sunday or legal holiday, such time period shall be extended to the end of the next regular business day of the City of Forest Park.

ARTICLE 9. LABOR-MANAGEMENT MEETINGS.

Section 9.1. In the interest of sound LABOR-management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer and/or their designee(s) shall meet with not more than two (2) representatives of the Union to discuss pending problems and to promote a more harmonious labor-management relationship.

Section 9.2. Agendas will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting listing the matters to be taken up in the meeting (or stating that the party has no specific items it plans to present for discussion), and the names of those representatives of each party who will be attending. The purpose of such meeting shall be to:

- (a) Discuss the administration of this Agreement.
- (b) Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
- (c) Disseminate general information of interest to the parties.
- (d) Discuss ways to increase productivity and improve efficiency.
- (e) Consider and discuss health and safety matters relating to Employees.

Section 9.3. It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 10. DISCIPLINE

Section 10.1. No Employee shall be disciplined or discharged without a pre-disciplinary hearing, except that an Employee may be suspended pending a hearing if his presence on the job would be considered to endanger the health and welfare of the public or his fellow Employees, in which case the hearing will be held as soon as possible after suspension. An Employee shall have the right to a union representative, or another member of the bargaining unit as his representative present during any questioning of the Employee regarding any matter that may lead to disciplinary action of the Employee. An Employee cannot delay the questioning more than four (4) hours to seek a representative. This provision does not apply to on-the-spot questioning to evaluate the situation.

Section 10.2. No Employee shall be discharged, suspended or disciplined because of race, color, creed, national origin, sex, political or religious affiliations, or membership in any labor or lawful affiliated organizations.

Section 10.3. Written departmental reprimands shall be issued without the necessity of a hearing as outlined above. A copy of such reprimand shall be sent to the Union and Employee. Such reprimand is subject to the grievance procedure, but shall not be subject to arbitration.

Section 10.4. Oral reprimands may be issued for any infractions.

Section 10.5. At all pre-disciplinary hearings, the Employee shall be entitled to be represented by a representative of the Union.

Section 10.6. All disciplinary actions imposing a suspension and/or discharge, or other penalty greater than a written reprimand may be appealed exclusively through the arbitration provisions of this agreement. Bargaining unit members shall not have a right of appeal under the civil service laws of the city or the state of Ohio.

Section 10.7. Except in cases of gross or serious misconduct the principles of progressive disciplinary action will be followed with respect to minor offenses such as, but not necessarily limited to, tardiness and absenteeism. The progression where appropriate will include at least one reprimand before any suspension imposed prior to a demotion/reduction or dismissal for the same or related offense.

ARTICLE 11. NO STRIKES

Section 11.1. The Union agrees that during the term of this Agreement there shall be no strikes, work stoppages, slowdowns, picketing, or job actions, including any concerted effort to use sick leave for the purpose of withholding services, or other cessation of the full and faithful performance of duties for any purpose whatsoever. In the event of any such concerted activity, Union officers and representatives will continue to carry out their duties as Employees and will take positive action to bring the concerted activity to an end.

ARTICLE 12. SENIORITY

Section 12.1. Seniority shall be defined as the length of continuous, permanent, full-time service from the Employee's date of hire. Seniority shall not be available to Employees during their probationary period, but shall be retroactive to the date of hire upon successful completion of the probationary period.

Section 12.2. Seniority shall be lost when an Employee:

- (a) resigns;
- (b) is discharged;
- (c) is laid off and not recalled within one (1) year provided that a member laid off during the term of this agreement shall retain recall rights for two (2) years;
- (d) is off the payroll for any reason whatsoever except an on the job injury or military service for one (1) calendar year.

Section 12.3. Whenever it becomes necessary to reduce the work force in the Public Works Department, the least senior Seasonal employee in point of service in the Department shall be laid off first. After all Seasonal employees have been laid off, then the least senior full-time regular employee can be subjected to lay-off. This shall not impair the city's right to bring in seasonal employees for emergency work. If a position is re-established, or a vacancy is to be filled, which occurs within one (1) year from the date of layoff; the most senior employee in point of service among those laid off shall be recalled to the position, in line of seniority.

ARTICLE 13. VACATIONS

Section 13.1. Each permanent and full time Employee is eligible for vacation with pay in accordance with his length of service based upon a calendar year as follows:

- (a) Any Employee with continuous service of at least one (1) year, but less than five (5) years, shall receive vacation with pay of eighty (80) hours.
- (b) Beginning with the year in which an Employee will reach his fifth (5th) anniversary of continuous service, through the year the Employee will reach his twelfth (12th) anniversary of continuous service, he shall receive vacation with pay of one hundred twenty (120) hours.
- (c) Beginning with the year in which an Employee will reach his thirteenth (13th) year of continuous service, through the year the Employee will reach his nineteenth (19th) anniversary of continuous service, he shall receive vacation with pay of one hundred sixty (160) hours.
- (d) Beginning with the year in which an Employee will reach his twentieth (20th) year of continuous service, and thereafter, that Employee shall receive vacation with pay of two hundred (200) hours.

Section 13.2. Vacation time will not be permitted to accrue to an amount beyond that accrued annually except under such unusual work circumstances when it has been impossible for the Employee to take his vacation and then only with the written permission of the department head and the City Manager. In no event shall vacation leave be permitted to accrue beyond that accumulated in a two-year period, and in no event shall it exceed a maximum of two hundred (200) hours. The time which an Employee shall take his vacation shall be determined by the department head with due regard for the needs of the service. Vacation leave shall be taken by Employees in not less than one hour units. Regular full time Employees who are separated from the service may be compensated for vacation accrued up to the date of separation.

Section 13.3. Vacation pay shall be based on an employee's straight time hourly rate of pay.

Section 13.4. An Employee who resigns without giving at least ten (10) calendar days' prior written notice shall forfeit any unused vacation leave to his credit, or pay in lieu thereof, on the date of separation.

Section 13.5. In the event an Employee dies while in paid status in the City service, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased.

Section 13.6. When a City-observed holiday falls within the Employee's scheduled vacation period, the Employee shall be granted an additional eight hours off with pay.

Section 13.7.

- (a) Normally, Employees will be permitted to take vacations at the time requested. If two or more Employees have been granted vacation leave for the same dates, the Employer may deny a request for vacation for the same date(s) from another Employee.
- (b) Employees who submit a written vacation request more than thirty (30) days prior to the requested leave date(s) shall be given a written reply within six (6) work days granting or denying the request. The Employer shall grant the request if fewer than two Employees have requested vacation leave on the date(s) requested. All Employee requests and Employer replies shall be dated.

- (c) If more than two Employees request vacation leave for the same date(s), the more senior Employees shall be granted the leave requested, provided that no member shall be able to displace a less senior member, after the Employer has granted written approval of vacation leave.
- (d) Vacation requests submitted thirty (30), or fewer, days prior to the requested date will be approved, if not more than two Employees have been approved for vacation for the date(s) requested, and if the anticipated workload will permit.

A vacation request must be in writing and dated. Seniority shall prevail unless a request has been previously approved.

- (e) A vacation calendar shall be posted not later than January 2 of each year. The vacation selection period shall remain open throughout the month of January. Requests for vacations in January shall be handled according to paragraph (d).

Section 13.8. An Employee who is injured or becomes ill while on vacation shall be charged with vacation leave and may not convert such absence to sick leave.

ARTICLE 14. HOLIDAYS

Section 14.1. Full-time Employees shall receive nine (9) full paid holidays and three (3) personal days as follows:

New Year's Day	Thanksgiving Day
Martin Luther King Day (3rd Monday in January)	The day following Thanksgiving
Memorial Day (last Monday in May)	Christmas Eve Day
Independence Day (July 4)	Christmas Day
Labor Day	Twenty-four (24) Personal Leave hours

Section 14.2. Full-time Employees regularly scheduled to work at least eight (8) hours per day shall receive eight (8) hours pay for the holiday.

Section 14.3. If one of the above holidays should fall on Sunday, it will be observed on the following Monday, or, if the holiday should fall on Saturday, it will be observed on the preceding Friday. All holidays shall be observed as stipulated in national or state holiday bills.

Section 14.4. Holidays which occur during vacation leave or sick leave shall not be charged against vacation or accumulated sick leave.

Section 14.5. Whenever an Employee is absent from work and not in paid status on the workday before a holiday and the workday after a holiday, he shall not be paid for the holiday.

Section 14.6. A personal leave hours may be taken at the Employee's discretion, provided he has received the department head's prior approval, which will not be unreasonably withheld. Personal leave may be taken in increments of not less than one hour. Requests for use of a personal leave day shall be made in writing to the department head. If, because of an unusual workload, an Employee has been unable to take personal leave, it may be carried over to the next year. All personal leave is granted on a calendar year basis. Not more than twenty-four (24) personal leave hours may be carried forward to the following year. New Employees shall not earn personal leave during the first six months of employment. New Employees completing six months of

employment shall be credited with twenty-four (24) personal leave hours. New Employees who complete more than nine months of employment shall receive all personal leave hours.

Section 14.7. Except for Christmas eve and Christmas Day, employees required to work on a holiday shall be paid their holiday pay as provided in Section 2 plus one and one-half times (1-1/2x) their hourly rate for each hour worked on the holiday. Employees required to work on Christmas Eve and Christmas Day shall receive their holiday pay plus two times (2X) their hourly rate for each hour worked on the holiday. The "holiday" shall be the Friday preceding or the Monday following a weekend holiday for purposes of holiday premium pay.

ARTICLE 15. SICK LEAVE

Section 15.1. Sick leave with pay shall be granted to all permanent full-time Employees at the rate of ten (10) hours for each full month of active service. An Employee in probationary status may utilize sick leave at the discretion of the department head who may require a certificate from a licensed physician.

Section 15.2. Sick leave shall not be considered as a privilege which an Employee may use at his discretion, but shall be allowed only in case of necessary and actual sickness or disability of the Employee, or because of illness in his immediate family which necessitates his absence from employment.

Section 15.3. To receive compensation while absent on sick leave, the Employee shall notify his immediate superior prior to the time set for beginning his daily duties. The department head may require an Employee to furnish a satisfactory written affidavit to justify the use of sick leave. If medical attention is required, or if an Employee is absent for more than three (3) consecutive working days, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave with pay. If an employee requests sick leave to attend a doctor's appointment on the same day, the employee must present a doctor's note confirming the appointment in order to be paid sick leave for the time off.

Section 15.4. Unused sick leave may be accumulated to a total of not more than 1800 hours. The Employee shall not be compensated for unused sick leave except as provided below:

Upon retirement from the City service, an Employee may elect one of the following:

- (a) Be compensated for accrual of sick leave hours (1800 hours maximum) at the rate of one hour's pay for each two (2) hours of accrued sick leave (900 hours pay maximum); or
- (b) Take terminal leave at the rate of one (1) hour for each two (2) hours of accrued sick leave (1800 hours maximum) convertible sick leave to 900 hours of terminal leave. Terminal leave must immediately precede the Employee's retirement.

Section 15.5. Illness or disability arising out of pregnancy, or a pregnancy-related condition shall be reason for use of sick leave. A doctor's certificate may be required for extended absence relating to pregnancy.

Section 15.6. An Employee may use up to forty (40) hours sick leave to attend to his wife's needs during a post-natal period.

ARTICLE 16. INJURY LEAVE

Section 16.1. Leave with pay shall be granted to permanent Employees for injuries occurring while on the job if such injuries arise out of the scope of employment, in accordance with the following:

- (a) All permanent Employees shall be allowed injury leave with pay not to exceed six (6) calendar months for a service connected injury provided such injury is reported to the Employee's supervisor subject to the provisions of this section. The City Manager shall have the discretion to extend injury leave on a month-to-month basis for an additional six (6) months if an Employee is hospitalized or otherwise institutionalized as a result of the injury.
- (b) Compensation during the injury leave shall be his regular pay less any pay from disability or workman's compensation, but he will be fully compensated during the waiting period.
- (c) Injury leave with pay shall be granted to an Employee only for injuries or other disabilities determined by the City Physician as caused or induced by the actual performance of the duties of his position. The decision of the City Physician shall be based upon his best professional judgment and shall be final.
- (d) If, in the judgment of the City Physician, the injury is such that the Employee is capable of performing his regular duties or light duties during the period of convalescence, he shall so notify the City Manager in writing and deny injury leave with pay. Whenever an Employee is required to stop working because of an injury or other service connected disability, he shall be paid for the remaining hours of that day, or shift, at his regular rate and such time shall not be charged to leave of any kind.
- (e) Pending a decision by the City Physician, an injured Employee may be carried on personal sick leave with pay which shall be restored to his credit upon certification by the City Physician that injury leave has been approved.
- (f) Time off for the purpose of medical examinations and/or treatments resulting from injury on the job shall be charged to injury leave.
- (g) The provisions of this section shall not apply to intentional self-inflicted injury or injuries caused by an Employee's own negligence or horseplay.

ARTICLE 17. OTHER LEAVES

Section 17.1. Leave with pay may be granted to Employees for the following:

- (a) Military leave shall be granted consistent with current state and federal laws.
- (b) Jury Duty Leave. A City Employee, while serving upon a jury, will be paid his regular salary for the period of time so served, less whatever amount the Employee may receive as compensation for his services as a juror. Employees shall continue to accrue sick leave and vacation credits while serving on a jury.
- (c) Court Appearances. An Employee subpoenaed to testify in a court of record, a Mayor's Court, or other lawful proceeding, on behalf of the City shall be paid at one and one-half (1-1/2) times his regular hourly rate unless such appearance occurs during the Employee's regular working hours.

Witness fees or other forms of compensation paid to the Employee shall be endorsed over, or paid, to the City. Employee mileage and parking expense shall be paid by the City.

- (d) Examination Leave. Time off with pay shall be allowed City Employees participating in the City civil service tests, or taking a required examination pertinent to their City employment before a state or federal licensing board.
- (e) Bereavement Leave. An Employee may be granted up to forty (40) hours leave of absence with pay upon the recommendation of the department head in case of a death in the Employee's immediate family. An Employee's immediate family shall include his father, mother, sister, brother, spouse, child or step-child. Eight (8) hours shall be granted in case of the death of a grandparent, grandchild, or any in-law, and other relative living in the Employee's household. The department head shall have discretion to grant additional leave, up to thirty-two (32) hours.

Bereavement leave shall be for the purpose of taking care of necessary family business and attendance at a funeral or memorial service.

ARTICLE 18. LONGEVITY PAY

Section 18.1. The City shall pay to each full-time Employee, in cash or as a deposit to an Individual Retirement Account, a longevity payment as follows:

- (a) Employees who have completed four (4) full years of service prior to December 31 of any calendar year are eligible to receive longevity pay the following February. Depending on the eligible Employee's length of service, the payment made in February shall be equal to 1%, 2%, or 3% of the Employee's base salary for the calendar year completed the previous December 31. Base salary does not include overtime pay.
- (b) Employees who have completed four (4) years of continuous service, but less than eight (8) years of continuous service, a payment of one percent (1%) of the Employee's base salary.
- (c) Employees who have completed eight (8) years of continuous service, but less than seventeen (17) years of continuous service, a payment of two percent (2%) of the Employee's base salary.
- (d) Employees who have completed seventeen (17) years of continuous service a payment of three percent (3%) of the Employee's base salary.

Section 18.2. Payment of longevity pay will be made in one check, on or about February 1, either in cash or deposited to an IRA account. Employees electing to receive cash shall receive the appropriate amount, subject to regular withholdings for taxes and retirement. All longevity pay, whether paid to an IRA account, or in cash, will be subject to withholding of pension contributions and City taxes.

Section 18.3. In the event of termination of service, the Employee will receive longevity payment as follows:

- (a) Retirement-Employee will receive any credits due shortly following retirement.
- (b) Death-Any credits due for the calendar year will be paid to surviving spouse or to the Employee's estate.

- (c) Disability-If an Employee becomes disabled, credit will be held until the Employee returns to work. If the Employee is unable to return to work prior to the end of the year, any remaining credit will be paid at the end of that calendar year.
- (d) Termination-Credit will be given for the previous year's service and paid as indicated above.

ARTICLE 19. INSURANCE

Section 19.1. The City shall provide medical, dental, and term life insurance for permanent full-time Employees as follows:

- (a) Term life insurance in the amount of the Employee's salary, not to exceed \$75,000.00 shall be provided for all permanent full-time Employees.
- (b) Medical/hospital/major medical group health insurance coverage shall be provided for all permanent full-time employees. Monthly premiums shall be paid by the City and the employee as follows:

The City shall pay the health insurance premiums for the Employees who shall contribute and pay by payroll deduction a portion of the monthly premium for single or family coverage. Effective January 1, 2010 and during the remaining term of this agreement, the employee shall pay fifteen (15) percent of the premium charged by the insurer in the health plans offered by the city. If during THE LIFE OF THIS AGREEMENT, non-union city employees pay less than fifteen (15) percent of the monthly premium, then local 100 members will contribute at the same rate for the same period.

- (c) For the purpose of this section, "Permanent full-time Employees" is defined as including all Employees who perform prescribed duties on an established schedule of 40 hours or more per week. Seasonal Employees working less than forty (40) hours per week and seasonal Employees working less than fifty-two (52) weeks per year are excluded from the insurance coverage provided in this Article.
- (d) The City shall have the right to change insurance carriers provided the benefits of the existing insurance are substantially the same. The City shall not be liable for any unilateral change in coverage made by the insurance carrier.
- (e) Dental insurance shall continue in accord with existing policies.

ARTICLE 20. HOURS OF WORK

Section 20.1. The normal work week shall be five (5) eight (8) hour work days and two (2) off days.

Section 20.2. If Employees are to be assigned to a rotating work week in which the Employee's off days change according to a predetermined schedule, the union will be advised fourteen (14) days in advance, except in emergencies.

Section 20.3. Regular starting time (except in emergency situations) will be changed only after a formal meeting with the membership of the Association or their designated representative.

Section 20.4. Overtime will be paid at a rate of time and one-half the Employee's regular rate of pay. In order to be paid at an overtime rate the Employee must work more than forty (40) hours per week or more than eight (8) hours in any twenty-four (24) hour period. Paid vacation days are considered as hours worked when determining eligibility for overtime. Sick leave is not considered as hours worked when determining eligibility for overtime.

Section 20.5. Except in circumstances where a task at hand can be completed in two hours or less, overtime shall be offered on the basis of departmental seniority to Employees within all classifications capable of performing the work. A more senior member shall have the right to accept the overtime before it is offered to a less senior member. If more senior members decline to work the overtime, the least senior member capable of performing the work shall work the overtime. Overtime to complete a task at hand shall be worked by the Employee(s) doing the work at the time according to seniority. Except for continuation of a task at hand, two hours advance notice will be given of the need to work overtime.

Section 20.6. Any time an Employee is requested to report for work and is not scheduled for work at that time, he will be paid a minimum of three (3) hours at the rate to which he is entitled.

ARTICLE 21. UNIFORMS

Section 21.1. The City shall provide working uniforms to the Employees at no cost to the Employee. Employees must wear city provided uniforms. Violations will be subject to discipline.

Section 21.2. The uniform shall consist of the following:

- 11 long-sleeved shirts,
- 11 short-sleeved shirts,
- 11 pairs of pants,
- 1 jacket

An employee may, with the approval of the department head, decline one or more uniform items. If an employee declines one or more uniform items, he/she shall be credited with the value of such items, and shall have the right to apply such credit to the purchase of other approved items consistent with uniform colors.

Section 21.3. The City shall reimburse a bargaining unit member in the amount of \$175.00 to be applied to the purchase of steel-toed shoes. A member must submit a dated receipt confirming the purchase and must wear the steel-toed shoes.

Section 21.4. The Employer shall pay for the cost of cleaning such uniform.

Section 21.5. Coveralls, short pants, rain gear, and rubber boots shall be provided on an as-needed basis.

Section 21.6. Shorts, consistent with uniform colors, may be worn April through September, provided the work assignment would safely allow the wearing of short pants.

ARTICLE 22. BULLETIN BOARDS

Section 22.1. The Employer agrees to provide suitable space for the Union bulletin board in each place of work. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 23. TUITION REIMBURSEMENT AND PROFESSIONAL TRAINING

Section 23.1. As a further aid to improve Employee proficiency, the City may grant a tuition refund to Employees each year for completing courses or programs, provided that the following requirements are met:

- (a) An Employee must have had at least two (2) years of satisfactory service to the City and must have, in advance, the written approval of his department head and the City Manager.
- (b) The course of instruction is related to the Employee's current position.
- (c) The City's share shall be limited to \$450.00 for Employees with two (2) to five (5) years of service; and \$900.00 for Employees with five (5) or more years of service. The City's limit shall be adjusted in accordance with the Employee's final grade and in accordance with the schedule of years of service as follows:

Grade "A"	Full reimbursement maximum
"B" or better	Full reimbursement maximum
"C" or better *	Half of reimbursement maximum
Grades below "C", Incomplete, or failure	No tuition refund

The City Manager may authorize tuition reimbursement to be applied towards the Employee's lab fees and/or book purchases that are required as part of the course when deemed in the best interest of the City.

- (d) The City Manager shall be responsible for determining the propriety of the course.
- (e) The Director of Finance shall be responsible for keeping complete records for the financial administration of this program.

*In the alternative, a "pass" grade on a pass/fail schedule shall be eligible for the reimbursement maximum.

Section 23.2 The Labor and management Committee will develop and post an approved list of training programs.

ARTICLE 24. SAFETY

Section 24.1. The City and the Union agree that Safety is of the utmost concern. Immediate safety Concerns should be taken to a supervisor. Other safety issues should be taken to the Labor Management Committee.

Section 24.2. Accidents. Any employee involved in an accident will notify his manager as soon as possible.

ARTICLE 25. INTEGRITY OF AGREEMENT

Section 25.1. The City and the Union agree that the terms and provisions contained in this written Agreement constitute the entire agreement between the parties and supersede all previous communications, understandings, or memoranda of understanding pertaining to any matters set forth in this Agreement or to any other matter.

Section 25.2. The City and the Union agree that during the negotiations which preceded this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal

made. The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever, whether or not such matter is contained in this Agreement.

ARTICLE 26. SAVINGS CLAUSE

Section 26.1. Should a court of competent jurisdiction determine that a provision of this Agreement is illegal, then such provision shall be automatically terminated. The remainder of this Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the City and the Union shall promptly meet for the purpose of negotiating a lawful alternative provision.

ARTICLE 27. TERM OF AGREEMENT

Section 27.1. This Agreement shall become effective on January 1, 2013, and shall continue in full force and effect through December 31, 2015, and thereafter from year to year, unless either party serves notice of the intent to terminate or modify this Agreement at least sixty (60) days prior to the aforementioned expiration date or at least sixty (60) days prior to the annual expiration date of any subsequent year.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals this 31st day of May, 2013.

EMPLOYER: **CITY OF FOREST PARK**

UNION: TRUCK DRIVERS, CHAUFFEURS AND HELPERS, PUBLIC EMPLOYEES, CONSTRUCTION DIVISION, AIRLINES - GREATER CINCINNATI / NORTHERN KENTUCKY AIRPORT AND MISCELLANEOUS JURISDICTION, LOCAL UNION NO. 100

BY: [Signature]

BY: [Signature]

AND BY: _____

AND BY: [Signature]

AND BY: _____

AND BY: [Signature]

AND BY: _____

APPENDIX I - SALARY SCHEDULE

Wages shall be increased by 1.5% on January 1, 2013, 1.75% on January 1, 2014 and 2.0% on January 1, 2015, provided that non-bargaining unit employees are not granted an increase in excess of those amounts(1.5%, 1.75% and 2.0% respectively) in any of these years. If non-bargaining unit employees are granted a general city wide wage increase greater than those included in this agreement, the bargaining unit members shall be granted the same increase.

Maintenance Worker I,
Maintenance Worker II,
Maintenance Worker III and Mechanic

For purposes of providing a tax savings advantage to bargaining unit members, the City shall report the employee's contribution to the Public Employee Retirement System under the salary reduction method. The City will not pay any portion of the employee's pension contribution. If, during the term of this Agreement, the employee is required by the Public Employee Retirement System to increase the employee's contribution, such increased contribution shall be deducted from the employee's compensation, it shall be paid to the Public Employee Retirement System and it shall be reported, for tax purposes, under the salary reduction method.

The City may provide incentives for and reward the achievement of new skills through special training by advancing an employee more than one step on the salary schedule.

PUBLIC WORKS SALARY SCHEDULE

Maintenance Worker I

2013 Annual	2013 Hourly	2014 Annual	2014 Hourly	2015 Annual	2015 Hourly
40,985.07	19.7044	41,702.34	20.0492	42,536.42	20.4502
42,495.58	20.4306	43,239.25	20.7881	44,104.11	21.2039
44,102.58	21.2032	44,874.54	21.5743	45,772.06	22.0058
45,757.16	21.9986	46,557.89	22.3836	47,489.10	22.8313
47,411.73	22.7941	48,241.44	23.1930	49,206.35	23.6569
49,104.06	23.6077	49,963.26	24.0208	50,962.50	24.5012
50,943.76	24.4922	51,835.26	24.9208	52,871.94	25.4192

Maintenance Worker II

2013 Annual	2013 Hourly	2014 Annual	2014 Hourly	2015 Annual	2015 Hourly
46,291.53	22.255	47,101.60	22.6450	48,043.63	23.0979
47,884.51	23.0214	48,722.54	23.4243	49,697.02	23.8928
49,585.85	23.8394	50,453.73	24.2566	51,462.74	24.7417
51,288.00	24.6577	52,185.54	25.0892	53,229.28	25.5910
52,989.32	25.4756	53,916.51	25.9214	54,994.78	26.4398
54,844.06	26.3673	55,803.70	26.8287	56,919.82	27.3653
56,899.18	27.3554	57,894.93	27.8341	59,052.86	28.3908

Maintenance Worker III / Mechanic

2013 Annual	2013 Hourly	2014 Annual	2014 Hourly	2015 Annual	2015 Hourly
50,105.95	24.0894	50,982.88	24.5110	52,002.50	25.0012
51,902.24	24.9530	52,810.58	25.3897	53,866.80	25.8975
53,698.94	25.8168	54,638.69	26.2686	55,731.52	26.7940
55,494.82	26.6802	56,465.97	27.1471	57,595.20	27.6900
57,437.54	27.6142	58,442.59	28.0974	59,611.34	28.6593
59,447.65	28.5806	60,488.06	29.0808	61,697.79	29.6624
61,528.06	29.5808	62,604.88	30.0985	63,857.04	30.7005

RESOLUTION NO. 16-2013

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT BETWEEN THE CITY OF FOREST PARK AND THE TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100 (PUBLIC WORKS EMPLOYEES)

STATE EMPLOYMENT
RELATIONS BOARD
JUN - 7 P 1:44

WHEREAS, the labor contract between the City of Forest Park and the Forest Park Public Works Employees Bargaining Association expired on December 31, 2012, and

WHEREAS, negotiators for both parties have tentatively reached a mutually agreeable contract subject to the final approval by the City Council, and

WHEREAS, it is the intention of the Council of the City of Forest Park to enter into said contract marked Exhibit "A".

NOW, THEREFORE, Be It Resolved by the Council of the City of Forest Park, Ohio.

SECTION 1.

That the City Manager is hereby authorized and directed to enter into a contract with the Truck Drivers, Chauffeurs and Helpers Local Union No. 100 (Public Works employees) in accordance with the terms and conditions as described in the attached contract, dated January 1, 2013 and marked Exhibit "A" (pension pick-up effective date contract is signed).

SECTION 2.

This resolution shall be in full force and take effect upon its passage.

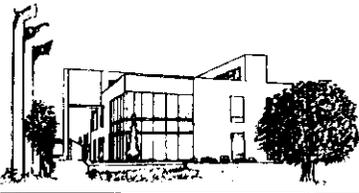
Passed this 20th day of MAY, 2013.

Charles F. Johnson
MAYOR

Marilyn Reed
CLERK OF COUNCIL, Acting

APPROVED AS TO FORM:

[Signature]
LAW DIRECTOR



0978-05

City of Forest Park

June 4, 2013

Mediation Department
State Employment Relations Board
65 E. State St., 12th Floor
Columbus, OH 43215-4213

STATE EMPLOYMENT
RELATIONS BOARD
2013 JUN -7 P 1:14

Re: Truck Drivers, Chauffeurs and Helpers Local Union No. 100 (Teamsters)

Dear Mediation Department:

This letter is to advise you that the City of Forest Park and the Truck Drivers, Chauffeurs and Helpers Local Union No. 100 (Teamsters) have reached a mutual agreement in the settlement of negotiations regarding a three-year agreement beginning January 1, 2013 and expiring December 31, 2015. Enclosed is a copy of the resolution passed by City Council which authorizes the City Manager to sign the agreement and one copy of the fully executed agreement.

If you have any questions regarding this matter, please contact Tye Smith, Human Resources Director, at 513-595-5204.

Sincerely,

Joanne Lee
Administrative Secretary