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## **AGREEMENT**

between

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

an affiliate of the  
International Brotherhood of Teamsters

and

**CITY OF DEER PARK**

**SERVICE DEPARTMENT EMPLOYEES  
AND TAX CLERKS**

**01/01/16 – 12/31/18**

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**Deer Park, City of**  
7777 Blue Ash Road  
Cincinnati, OH 45236

**01/01/16 12/31/18**  
**Service Department**  
**and Tax Clerks**

## **AGREEMENT**

THIS AGREEMENT is entered into by and between Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the Union, and the **CITY OF DEER PARK**, Hamilton County, Ohio, hereinafter referred to as the Employer.

WITNESSETH:

### **ARTICLE 1. RECOGNITION.**

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, as amended by the parties. Including:

Tax clerks, and employees of the Service Department, including skilled laborers, equipment operators, drivers, and working foreman.

But excluding:

Management level employees, supervisors, confidential employees, the secretary to the Safety Service Director, and all other employees excluded by the code.

The Employer will not recognize any other union as the representative for any employee within the bargaining unit referenced above.

### **ARTICLE 2. PURPOSE.**

The parties to this Agreement realize that the welfare of the City of Deer Park is dependent largely upon the service rendered to the public. The rules 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 3. UNION FAIR SHARE PROVISION.**

It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence upon the successful completion of the probationary period or sixty (60) days after the effective date of the contract, whichever is later.

This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

New Hires: The Employer will notify the Union of all new hires, within ten (10) days after they have been accepted, furnishing the Union with the new employee's name, social security number, mailing address, and the position for which he/she was hired.

### **ARTICLE 4. CHECK-OFF.**

During the life of this Agreement, the Employer agrees to deduct union membership dues levied by the Union in accordance with the Constitution and By-Laws of said Union, from the pay of each employee who executes or has extended the proper authorization card.

Dues will be checked off each month of the pay earned in the first two pay periods of the month.

The Employer will remit to the Union on or before the Friday of the week following the final pay period of the month in which the deduction is made.

The Union shall indemnify and save the Employer harmless against any and all claims, demand suits, or other forms of liability which may arise out of or by reason of action taken by the Employer on relying upon such written authorization furnished the Employer by the Union, and the Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the officer designated by the Union.

The Union is to furnish to the Employer a list of Union members from whom dues are to be deducted on an approved dues deduction form. These are to be mailed at the first of each month to the Employer.

### **ARTICLE 5. SENIORITY.**

Section 1. Seniority shall be determined by the employee's length of service with the Employer, or in a job classification. Seniority shall be terminated when an employee's service is terminated.

Section 2. Seniority within the job classification shall govern in all matters involving promotions, transfers, layoff, recall to work and other employee conditions.

Section 3. Seniority based upon the employee's length of service with the Employer shall govern with regard to preference of vacation time.

Section 4. Seniority shall be calculated from the last date of hire, except that time lost because of layoff, illness or leave of absence, not exceeding thirty (30) days, shall not be considered a break in service.

Section 5. Should a new employee be hired by the Employer, the senior employee shall be entitled to the better position within the job classification.

Section 6. Temporary promotions to prevent the stoppage of public business shall be made at the discretion of the Director of Public Safety and Service. In the Service Department, the position shall be filled by the foreman, if qualified and available. If the foreman is not so qualified or available, such temporary position shall be filled by the next senior qualified employee.

## **ARTICLE 6. GRIEVANCE AND ARBITRATION PROCEDURE.**

Grievances or disputes which may arise as to the interpretation and enforcement of this Agreement shall be settled in the following manner, except in those instances where the employee or Union chooses to appeal such grievances through other available means such as the Civil Service Commission, the courts, or any other currently available legal recourse. This option may be exercised at any time prior to the arbitration hearing.

Step 1. An employee and/or the Union, within five (5) calendar days from the occurrence or knowledge of the occurrence of an alleged grievance, may bring said grievance to the attention of his immediate supervisor. The immediate supervisor shall make every effort to resolve the alleged grievance within five (5) calendar days.

Step 2. Failure of the immediate supervisor to resolve the alleged grievance within the five (5) calendar day period shall permit the Union the right to submit the alleged grievance to the Safety-Service Director, who shall rule on the merits of the grievance and respond within ten (10) calendar days.

Step 3. If the grievance is not settled to the satisfaction of the Union, the matter may then be referred to the Mayor for settlement. Failure of the Mayor to satisfactorily resolve the alleged grievance within ten (10) calendar days shall permit the Union the right to submit a demand for arbitration.

Step 4. Arbitration. The Employer and the Union shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Union are not able to agree upon an arbitrator within ten (10) calendar days after receipt by the Employer of the demand for arbitration, the Union may request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS). After receipt of same, the parties shall alternately strike the names of the arbitrators until only one remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties.

Nothing herein shall prevent an employee from seeking assistance from the Union, or the Union furnishing such assistance, at any stage of the grievance procedure.

The expenses of the arbitrator, the cost of any hearing room, and the cost of the reporter, unless such are paid by the State of Ohio, shall be borne equally by the Employer and the Union.

The findings and determination of the arbitrator shall be binding upon all parties concerned for grievances brought before him/her in the above described manner and for grievances or disputes falling within the scope of the provision.

## **ARTICLE 7. DISCIPLINARY PROCEDURE.**

No employee shall be disciplined or discharged without a fair and impartial 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.

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.

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.

Oral reprimands may be issued for any infractions.

In all cases, the employee shall be entitled to be represented by a representative of the Union, unless such rights are specifically relinquished in writing.

## **ARTICLE 8. HOURS OF WORK AND OVERTIME.**

Service Department Employees: The regular work week shall be five (5) days per week, Monday through Friday, 7:00 a.m. to 3:30 p.m., with one-half (½) hour for lunch; eight (8) hours per day, forty (40) hours per week. In addition, each employee shall be entitled to a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. Overtime shall be distributed as equally as possible on a rotational basis within the job classification by using the seniority list.

Tax Clerks: The regular work week shall be five (5) days per week, Monday through Friday, 8:00 a.m. to 4:30 p.m., with one (1) hour for lunch, to remain flexible; eight (8) hours per day, forty (40) hours per week.

All work performed, other than the regular working hours, shall be compensated at time and one-half (1½) the regular rate of pay. All work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be compensated at the rate of one and one-half (1½) the regular rate of pay.

All work performed on Sundays or holidays, recognized and celebrated as such, shall be compensated at two (2) times the regular rate of pay.

## **ARTICLE 9. EMERGENCY CALL-OUTS (SERVICE DEPARTMENT EMPLOYEES ONLY).**

All employees who are called upon for emergency duty during all unscheduled hours, if they are not on a regular tour of duty during such hours, shall receive compensation at their regular wage rate for four (4) hours of each call-out, even though said emergency may terminate within a shorter time. However, any employee who is called in to work and continues into his regular work day shall receive one and one-half (1½) times his regular rate of pay for such hours worked.

Any employee requested to work beyond his regular hours shall be asked at least one (1) hour before quitting time, and all employees requested to work on Saturday or Sunday, or both, shall be asked no later than 3:30 p.m. on Friday, except in an emergency.

#### **ARTICLE 10. RIGHT OF ACCESS.**

Union business representatives shall have the right of access to the Employer's premises, including the service garage, but will not interfere with the employees' work, and they shall obtain clearance from the supervisor in charge before contacting any employee.

#### **ARTICLE 11. USE OF BUILDINGS.**

The Employer agrees to allow reasonable use of its buildings and facilities for the purpose of holding Union meetings, based upon obtaining prior approval and availability of space.

#### **ARTICLE 12. DISCRIMINATION.**

The Employer will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of the Union. The Employer will not discriminate in respect to hire, tenure of employment, or any term or condition of employment against any employee covered by this Agreement because of membership in or activity on behalf of the Union.

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, handicap, or ancestry of any person, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, handicap, ancestry of any person, or disabled veterans of the U.S. Armed Forces. Any alleged denial of the aforesaid opportunities in violation of this article shall be submitted to the grievance procedure.

#### **ARTICLE 13. MAINTENANCE OF STANDARDS.**

The Employer agrees that all conditions of employment relating to wages, hours of work, and all other general working conditions, including job classifications, shall be maintained at not less than the standards in effect at the signing of this Agreement, and shall not be changed or discontinued except by agreement between the Employer and the Union.

#### **ARTICLE 14. MANAGEMENT RIGHTS.**

The Employer possesses the sole right to operate the Departments, and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- (a) Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the Department, standards of services, its overall budget, utilization of technology, and organizational structure;
- (b) Direct, supervise, evaluate, or hire employees;
- (c) Maintain and improve the efficiency and effectiveness of operations and programs;
- (d) Determine the overall methods, processes, means or personnel by which operations are to be conducted;
- (e) Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- (f) Determine the adequacy of the work force;
- (g) Determine the mission of the Department as a unit of government;
- (h) Effectively manage the work force;
- (i) Take actions to carry out the mission of the Department as a governmental unit.

#### **ARTICLE 15. BULLETIN BOARDS.**

The Employer agrees to furnish the Union bulletin board space within the municipal building to be used by the Union for the posting of notices and bulletins relating to the Union. The location of said bulletin board space shall be designated by the Employer.

#### **ARTICLE 16. MILITARY LEAVE.**

An employee who enters military service and has re-employment rights under applicable federal law and regulations thereunder shall be considered on military leave of absence and shall retain and continue to accrue seniority during such leave of absence.

Returning servicemen or women shall have such re-employment or other rights as are guaranteed to them under any applicable state or federal law.

An employee required to serve in a National Guard or reserve unit for training periods or emergency service shall be paid the difference, if any, between his regular military pay and his straight time pay for the hours he would have otherwise been scheduled to work for periods, not to exceed a maximum of working days per year according to civil service statutes.

An employee required to report to selective service physical examination shall be paid eight (8) hours at his regular rate of pay if he otherwise would have been scheduled to work.

Upon entering military service, an employee shall receive all his accrued vacation and/or all other monetary benefits to which he is entitled with the last paycheck prior to entering service.

An employee must give ten (10) days' notice to the Employer upon return from his military service of his intention of returning to work. There is no pay for this period.

## **ARTICLE 17. SAFETY AND HEALTH.**

The Employer and the Union agree that the safety and health of all employees are matters of the highest importance, and each will cooperate in an effort to prevent injury.

The Union agrees that careful observance of safe working practices and Employer safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules against employees similarly situated within the bargaining unit, and among said employees said rules shall be enforced without discrimination. Violation of Employer safety rules subjects the offending employee to disciplinary action.

## **ARTICLE 18. STEWARDS.**

Section 1. The Employer recognizes the right of the Union to designate stewards and alternates. The authority of stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- (b) The collection of dues when authorized by appropriate Local Union action;
- (c) The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

Section 2. Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of stewards and their alternates, and shall not hold the Union liable for any unauthorized acts.

Section 3. The steward and alternate shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay, not to exceed one (1) hour per week. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

## **ARTICLE 19. PERSONNEL FILES.**

Section 1. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such review.

Section 2. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's file.

Section 3. Records of oral warnings and written warnings shall cease to have force and effect six (6) months from the date of issuance and shall, upon request of the employee, be removed from the personnel file, provided no intervening discipline has occurred.

Section 4.

Information and documents contained in the Personnel Files will not be disclosed, except where required by Ohio Law.

**ARTICLE 20. SEPARABILITY AND SAVINGS.**

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. Failure of the parties to agree on a satisfactory replacement shall cause the dispute resolution procedures contained herein and the applicable provisions of the Ohio Revised Code to be invoked.

**ARTICLE 21. OCCUPATIONAL INJURY LEAVE.**

Each full time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of seventy-five (75) calendar days for each qualifying injury. OIL may be granted to an Employee (a) who suffers an on-the-job injury from an identifiable incident that occurred in the course of the performance of his/her official duties within the scope of his/her employment with the Employer; and (b) where such injury directly results from a hazard; and (c) who is off work due to said injury for a continuous period of five (5) working days. The City may decide to waive the requirement to use sick leave during the initial five (5) day period, but a City decision not to waive the requirement to use sick leave shall not be subject to the grievance procedure under this contract.

In the event of a service connected injury incurred in the active discharge of duty, particular to an employee's position or other similar events beyond the control of the Employee, and not characteristic of other occupations, which injury is not the result of negligence, recklessness, self-infliction, or "horse-play" by the Employee, the Employer shall grant the Employee full pay for a period not to exceed seventy-five (75) calendar days. This time shall not be charged to the Employee's sick time. Upon written request of the Employee, the Employer may grant a thirty (30) day extension of the OIL. Failure to grant an extension shall not be subject to the grievance procedure.

An employee applying for OIL hereunder, shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the Employee's treating physician(s) and the treatment facility(ies) if so requested by the Employer of designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Any Employee claiming an occupational injury under this Article shall file an Employee Incident/Accident report with his/her supervisor according to the Transitional Work Guide and a claim with the Ohio Bureau of Workers' Compensation (OBWC) as soon as possible. Upon approval of the claim by the OBWC, an OIL granted after the fifth (5<sup>th</sup>) day of absence shall be made retroactive to the first (1<sup>st</sup>) day of absence, any sick leave or vacation used by the Employee the first five (5) days of absence shall be restored to his/her credit. The Employee shall remit to the Employer all income benefits paid by OBWC for the period during which the Employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the Employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

It is understood and agreed that the Employer's obligation under this Article is only the difference between the Employee's regular rate of pay and the amount of income benefits paid to the Employee by OBWC, and that OIL is not in lieu of OBWC benefits.

In lieu of granting OIL, the Employer may assign the Employee to Transitional Work duty with the approval of, and within the limitations set by, the Employee's treating physician or physician selected and paid for by the Employer. It is strictly the management right of the Employer to determine if Transitional Work is available.

No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in private employment of any nature whether or not such private employment is in a Manual Labor or clerical related field, and whether or not such private employment was secured through the City of Deer Park.

Before an Employee on injury leave will be permitted to return to duty, he shall submit to the Safety-Service Director a physician's statement and any other required documentation concerning the injury, demonstrating his physical ability to satisfactorily perform the duties of his position. Additionally, the Safety-Service Director may require the Employee to submit to an examination by a physician selected by the City, at the City's expense, if there is any question about the Employee's ability to return to duty.

In case of extended absence due to an on-the-job injury, an employee shall be carried on the payroll for the purpose of payment of health insurance for two hundred forty (240) days of injury.

## **ARTICLE 22. SICK LEAVE.**

Section 1. Each full time employee of the City of Deer Park, Ohio, who is serving forty (40) or more hours per week, shall be entitled, for each completed month of service with the City of Deer Park, to sick leave of one and one-fourth (1¼) days (ten hours) with pay. Sick leave shall be unlimited.

For the purpose of sick leave use in cases of illness in the employee's immediate family, the phrase "immediate family" shall mean: spouse, parent, parent-in-law, step-parent, guardian, child, and step-child.

In the event of death of an employee, the full amount of unused sick leave credit shall be paid to the employee's beneficiary. In the event of retirement, an employee shall receive up to 720 hours of unused sick leave, effective on the official date of his/her retirement with twenty-five (25) years of service with the City of Deer Park, or at sixty (60) years of age. Effective January 1, 2017, the maximum number of hours for sick leave payment at retirement under this Section shall be 640 hours. Effective January 1, 2018, the maximum number of hours for sick leave payment at retirement under this Section shall be 580 hours.

Upon retirement from the City's employment, due to suffering a permanent disability that prevents an employee from performing the duties of his/her job, said employee shall receive full payment for accumulated sick leave

up to a maximum of 720 hours, regardless of age or years of service. Effective January 1, 2017, the maximum number of hours for sick leave payment at retirement under this Section shall be 640 hours. Effective January 1, 2018, the maximum number of hours for sick leave payment at retirement under this Section shall be 580 hours.

On or about the first of each year, there will be posted a list showing each employee's unused accumulated sick leave to date.

Any employee who is on sick leave for more than three (3) continuous days shall be required to furnish the Employer with a doctor's statement showing the cause of such illness.

Any employee after completion of ten (10) years of service, shall be entitled to one day's pay for each four (4) days of accumulated sick leave earned as an employee of the City of Deer Park, and shall receive payment for such accumulated sick leave upon voluntarily leaving the City's service, up to a maximum of 800 hours (200 hours paid out). A Bargaining Unit member who is discharged shall forfeit his right to any and all earned sick pay. Payment under this sick leave policy shall be considered to eliminate all sick leave credit accrued by the employee at the time of payment, or upon his or her voluntary retirement. An employee will only receive these benefits if the employee provides at least two (2) weeks notice of his/her resignation and is an employee in good standing as determined by the City.

#### Section 2. Bereavement Leave.

Bereavement leave for up to three (3) days shall be granted to attend the funeral of an employee's immediate family. "Immediate family" shall mean: spouse, parent, brother, sister, parent-in-law, step-parent, guardian, child, step-child, grandchild, and grandparent. Bereavement leave of one (1) day shall be granted to attend the funeral of a brother-in-law, half or step-brother, half or step-sister, grandparent-in-law, aunt, uncle, aunt-in-law, uncle-in-law, niece, nephew, cousin, cousin-in-law, or spouse's siblings.

If additional leave is necessary, any employee covered by this Agreement shall be entitled to pay at his/her straight time hourly rate, for up to two (2) days addition to Bereavement Leave, when he is obligated to absent himself from regularly scheduled work for bereavement purposes of a member of his immediate family. Such time off with pay shall be deducted from the Employee's accumulated sick leave.

### **ARTICLE 23. HOLIDAYS.**

Section 1. All employees in the bargaining unit shall be entitled to the following paid holidays:

New Year's Day	Friday after Thanksgiving
Martin Luther King Day	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	Three (3) Personal Days
Thanksgiving Day	

Section 2. In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately following shall be observed as the holiday.

Section 3. If an employee's work schedule is other than Monday through Friday, he/she is entitled to holidays observed on his/her day off, regardless of the day of the week on which they are observed.

Section 4. Any work performed by an employee on any one of the days listed in Section 1 shall be paid at the rate of two (2) times the employee's straight time hourly rate, in addition to the holiday earnings.

Section 5. An employee must provide at least five (5) work days' notice prior to the use of a personal leave day. The personal leave day shall be subject to approval by the City and shall be scheduled in accordance with workload requirements of the Employer. Personal leave days do not carry over to the next anniversary year."

## **ARTICLE 24. VACATIONS.**

All employees who are working forty (40) or more hours per week, having had and hereafter accumulated one (1) or more years of service, shall be entitled to vacation with full pay as follows:

- One (1) year of service – Two (2) weeks
- Seven (7) years of service – Three (3) weeks
- Fourteen (14) years of service – Four (4) weeks
- Twenty (20)-or more years of service – Five (5) weeks

Vacation credit shall be based upon the employee's original starting date for the first year of service. Thereafter, vacation credit shall be established as of the employee's anniversary date of each year, excluding any time lost due to layoffs or other authorized leave of absence which exceeds two (2) months. Any employee who voluntarily leaves the City service shall have his vacation credit established as a new employee should he return to city service.

In the event a holiday falls during an employee's vacation period, he shall receive an additional day's vacation for said holiday.

Selection of vacation periods shall be based on seniority, the most senior employee having the first selection of vacation period. Employees shall select their vacation period and the same shall be posted not later than March 31 of each year. Every effort will be made to schedule vacation periods during the summer months. All vacation scheduling shall be made with the approval of the Safety-Service Director.

An employee, if authorized by the Safety-Service Director, may voluntarily carry over a maximum of two (2) weeks (80 hours) of unused vacation credit from the previous year to be taken in the current vacation period.

In the event of discharge for reasons other than drunkenness, fighting, dishonesty, or malicious destruction of property, the employee shall receive full payment of all unused vacation credit.

Any employee who has accumulated a minimum of thirty (30) sick leave days may convert up to ten (10) sick days for up to five (5) days of additional vacation leave. Conversion shall be on a two (2) sick days for one (1) vacation day basis. Such conversion shall not be permitted if the new accumulation shall fall below the thirty (30) days minimum. Conversion and scheduling of conversion vacation shall be with the approval of the Safety-Service Director.

## **ARTICLE 25. MISCELLANEOUS.**

Section 1. Uniforms and Pagers. The Employer shall provide uniforms (pants, jackets, raincoats) at no cost to the employees. The Employer shall provide five (5) safety T-shirts with the Deer Park emblem, to each employee each year, at no cost to the employee. Such shirts shall be replaced as needed, at the discretion of the Employer.

Section 2. Longevity Pay. Longevity pay of \$75.00 per year after five (5) years of service and every year thereafter, shall be paid to the employee on the first pay day in November of each year. All longevity benefits will be suspended for the years of 2014 and 2015.

Section 3. Insurance. The Employer shall make available to all Bargaining Unit Employees a comprehensive major medical/hospitalization insurance plan, including a prescription drug plan. Should the Employer change insurance carriers, it shall provide a plan which is substantially comparable to the current plan. "Substantially comparable" means that benefits can change provided that the benefit decreases are offset by equitable benefit enhancements. If the Employer is unable to acquire a substantially comparable plan, the Employer shall bargain with the Union regarding the effects of the benefit changes. Plan changes which are made unilaterally by the Employer's carrier, and imposed upon the Employer, shall not be deemed a contract violation by the Employer and shall not result in a duty to bargain,

The parties agree that as of January 1, 2016, the Employer and the employees shall each contribute 50% of any Health Savings Account (HSA) deductible. The employee portion shall be no greater than \$2,000.00 annually. In addition, employees will pay a premium share equal to 15% of the entire premium beginning January 1, 2016.

The Employer shall pay 70% and the employee shall pay 30% of the monthly premium toward the dental insurance provided.

The Employer agrees to defend any Bargaining Unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Annual Clothing / Boot Allowance. Each Service Department employee shall receive an annual clothing/boot allowance of \$190.00 per year, through 2015, paid by the Employer to the employee on July 1 of each year of the Agreement. The employee shall have the option of waiving the dental coverage in favor of a clothing/boot allowance of \$300.00 per year, paid by the Employer to the employee on July 1 of each year of the Agreement.

Each tax clerk shall receive an annual clothing/boot allowance of \$175.00 per year, through 2015, paid by the Employer to the employee on July 1 of each year of the Agreement. The employee shall have the option of waiving the dental coverage in favor of a clothing/boot allowance of \$300.00 per year, paid by the Employer to the employee on July 1 of each year of the Agreement.

The Employer shall continue to provide life insurance coverage in the amount of \$30,000 for each employee. This death benefit provision shall be paid solely by the Employer, with no cost to the employee.

The Employer shall make available, at the employee's expense and at the employee's option, a disability insurance program, via payroll deduction.

Section 4. Separation. Any employee who has been separated from service without delinquency or misconduct on his/her part may, with the consent of the Safety-Service Director, be reinstated within one (1) year from the

date of such separation to a vacancy in the same or similar job classification. If such separation is due to an on-the-job injury, however, such person shall be reinstated to the same or similar job classification he/she held at the time of separation, within thirty (30) days after written application for reinstatement and after passing a physical examination made by a licensed physician designated by the Safety-Service Director, showing that he/she has recovered from such injury, provided that such application for reinstatement is filed within three (3) years from the date of separation.

Section 5. Tax Clerks Only: Transfers. Employees will be able to transfer any balances and time accrued while employed by the City of Deer Park in any capacity covered by this Agreement, for the purpose of vacation entitlement and sick leave accrual and payout, as defined in Article 22 (Sick Leave) of this Agreement. New employees transferring from a political subdivision other than from within the City of Deer Park, will do so in accordance with and consistent with the Ohio Revised Code.

Section 6. Compensatory Time. Compensatory time may be accumulated at the discretion of the employee at a rate of one and one-half (1½) times the hourly rate. This may be used at the discretion of the employee, with prior approval of the Employer. Maximum accumulation of compensatory time will be forty (40) hours.

**ARTICLE 26. UNION REPRESENTATION.**

In the event the Employer intends to discipline, investigate or take any other action which may affect an employee’s job security or any other term or condition of his/her employment, the Employer shall first advise the employee of his/her right to be represented during the interview. No employee shall be required to meet with any representative of management without Union representation once such representation has been requested.

**ARTICLE 27. WAGES.**

Effective with the first pay period of each year of the Agreement as stipulated below, the wages per hour shall be as follows, reflecting a base wage increase of 2.5% in 2016, 2.5% in 2017, and 2.75% in 2018:

EFFECTIVE 1<sup>ST</sup> PAY PERIOD OF:

<u>Service Department</u>	<u>Period of Service</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
	Less than 90 days	\$19.74	\$20.24	\$20.79
	90 days to 1 year	\$19.89	\$20.38	\$20.94
	1 year to 2 years	\$20.13	\$20.63	\$21.20
	More than 2 years	\$21.03	\$21.56	\$22.15
	Foreman Rate	\$23.14	\$23.72	\$24.38

EFFECTIVE 1<sup>ST</sup> PAY PERIOD OF:

<u>Period of Service</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
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<u>Tax Clerk</u>	Less than 6 months	\$16.07	\$16.47	\$16.93
	6 months to 1 year	\$17.33	\$17.77	\$18.25
	1 year to 2 years	\$18.61	\$19.08	\$19.60
	More than 2 years	\$19.89	\$20.38	\$20.94
<u>Deputy Tax Clerk</u>	Less than 6 months	\$15.95	\$16.35	\$16.80
	6 months to 1 year	\$17.22	\$17.65	\$18.14
	1 year to 2 years	\$18.49	\$18.95	\$19.47
	More than 2 years	\$19.75	\$20.25	\$20.80

In addition to the base wage increases above, Employees shall also receive a one-time lump sum signing bonus of \$1,000 upon the execution of the 2016-2018 contract.

The Employer shall pay the employee's contribution (up to a maximum of 10.5% of the Employees' gross wages) to the Public Employees Retirement System and deposit it into each employee's account.

The salaries or wages of all full time employees of the City of Deer Park shall be paid bi-weekly. The Employer shall add the date and hours worked to the pay check stubs.

Any new employee hired on a temporary basis shall be paid an hourly wage at the discretion of the Safety-Service Director, not to exceed the service department or tax clerks' less-than-90-day rate of pay.

Tax Clerks Only: The Employer shall provide reimbursement for the following business-related expenses for authorized attendance at meetings, seminars, etc., with receipts and prior approval:

- (a) Meals – \$20.00 maximum per day.
- (b) Mileage – To mirror IRS mileage rate of pay.
- (c) Hotel / motel accommodations.
- (d) Parking fees.
- (e) Toll fees.
- (f) Public transportation fees (i.e., bus, taxi, etc.).

## **ARTICLE 28. JURY DUTY.**

All regular employees called for jury duty will receive the difference between eight (8) hours' pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty, to a maximum of thirty (30) days' pay for each contract year.

When such employees report for jury service on a scheduled work day and are dismissed from jury duty before 11:00 a.m., such employees shall immediately return and report for work.

Time spent on jury service will be considered time worked for purposes of Employer contributions to insurance and pension plans, vacation eligibility and payment, holidays, and seniority, in accordance with the applicable provisions of this Agreement, to a maximum of thirty (30) days for each contract year.

**ARTICLE 29. EDUCATION AND TRAINING.**

The parties agree that the Employer will pay the costs if it requires an Employee to attend any classes or seminars, including those necessary to obtain or to maintain any license or certificate needed to perform his or her job, other than a basic driver's license.

**ARTICLE 30. DURATION AND TERMINATION.**

This Agreement shall become effective on January 1, 2016 and shall terminate December 31, 2018. If either the Employer or the Union desire to terminate, modify or negotiate a successor Agreement, it shall:

1. Serve written notice upon the other party of the proposed termination, modification, or desire to negotiate a successor agreement. Said notice shall be served not less than ninety (90) days prior to the expiration date of this Agreement;
2. Offer to bargain collectively with the other party for the purpose of modifying or terminating the existing agreement or negotiating a successor agreement; and
3. Notify the State Employment Relations Board of the offer, by serving upon the Board a copy of the written notice to the other party and copy of the existing collective bargaining agreement.

The parties shall continue in full force and effect all conditions of the existing collective bargaining agreement, without resort to strike or lockout, for a period of ninety (90) days after the party gives notice or until the expiration date of this Agreement, whichever occurs later.

In the event that notification is not given by either party, this Agreement shall remain in full force and effect from year to year, subject, however, to the giving of such notice ninety (90) days prior to December 31, 2018.

IN WITNESS WHEREOF, the parties hereto have subscribed their names this 21<sup>st</sup> day of December, 20 15.

**EMPLOYER: CITY OF DEER 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: Michael J. Breuns

BY: Albert Floyd

AND BY: \_\_\_\_\_

AND BY: Brian King

**CITY OF DEER PARK, OHIO  
and  
TEAMSTERS LOCAL UNION NO. 100**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Deer Park, Ohio (the “City”) and the Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines-Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100 (the “Union”), an affiliate of the International Brotherhood of Teamsters.

**WHEREAS**, the City and the Union are parties to two collective bargaining agreements (“CBAs”) currently covering the City’s Service Department employees and the City’s Clerical employees; and

**WHEREAS**, the City and the Union wish to merge the two CBAs into one CBA; and

**WHEREAS**, the City wishes to eliminate the “secretary to the Safety-Service Director” from the recognition clause of any CBA; and

**WHEREAS**, the Union wishes to keep Janet Lichtensteiger-Kelly, the current secretary to the Safety-Service Director, as a bargaining unit member until her initial retirement eligibility date.

**NOW THEREFORE**, the parties hereby agree to the following:

1. Within 30 days of executing this MOU, the City and the Union will jointly file a Petition for Amendment of Certification (the “Petition”) with SERB seeking to amend the existing bargaining units into one single unit (the “Bargaining Unit”), including:

Income tax clerks, and employees of the Service Department, including skilled laborers, equipment operators, drivers, and working foreman.

But excluding:

All other employees.

2. Within seven calendar days of the approval of the Petition by SERB, the City will dismiss its existing SERB representation case 2012-REP-10-0113.
3. Provided she serves in her current position, the City will recognize Ms. Lichtensteiger-Kelly as a member of the Bargaining Unit until her initial retirement eligibility date, which is May 20, 2016. If Ms. Lichtensteiger-Kelly accepts another job position with the City, her status as a bargaining unit member or not will depend on the placement of that job position.

4. The parties agree that the contents or application of this MOU will not be subject to the grievance and arbitration procedures in the CBA. However, it is understood and agreed that, as long as she remains a bargaining unit member, Ms. Lichtensteiger-Kelly will have full access to the grievance and arbitration procedures in the CBA in the same manner as other bargaining unit members to redress any claimed violations of the CBA.
5. The parties agree to the inclusion of Ms. Lichtensteiger-Kelly under this MOU as a member of the Bargaining Unit on a one-time, non-precedent setting basis. The parties understand and agree that they do not intend to create a binding past practice through this MOU. In addition, this MOU does not create any expectation on the part of the Union or its members that similar recognitions of bargaining unit membership will be agreed to in the future.
6. All provisions of the CBA that apply to the position of "tax clerk" will apply to Ms. Lichtensteiger-Kelly until the expiration of this Memorandum of Understanding.
7. The parties acknowledge and agree that this MOU will survive the expiration of the current collective bargaining agreement and will remain in effect until May 20, 2016 or the date Ms. Lichtensteiger-Kelly is no longer employed in the position of secretary to the City's Safety Service Director, whichever is earlier.

For the City:

  
\_\_\_\_\_

For the Union:

  
\_\_\_\_\_

Date: 1/15/16

Date: 12/21/2015

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