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AN AGREEMENT

between

THE CITY OF BRUNSWICK

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 52

**FOR EMPLOYEES OF THE DIVISION OF FINANCE,
PARKS & RECREATION, PERMITS & INSPECTIONS
AND CLERICAL EMPLOYEES OF THE DIVISION OF FIRE**

EFFECTIVE: January 1, 2017

EXPIRES: December 31, 2019

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Brunswick, hereinafter referred to as the “Employer” and the International Brotherhood of Teamsters Local 52, hereinafter referred to as the “Union”.

ARTICLE II

MISCELLANEOUS

2.01 Notwithstanding any other provision in this Agreement, the Union may request discussions with the Employer once annually regarding staffing concerns and the utilization of part-time, seasonal or casual personnel. If requested, the Employer shall meet with the Union for such discussions within fourteen (14) days of such request. Nothing in this Article shall affect or limit management’s rights.

ARTICLE III

RIGHTS OF THE PARTIES

3.01 The City reserves and retains solely and exclusively, all of its common law rights to manage the business of the City, as such rights existed prior to the execution of this Agreement subject, however, to the provisions of this Agreement. Matters of inherent management policy which are not abridged by this Agreement, shall include, but are not entitled to such areas of discretion or policy as the functions and programs of the City’s standard of service, its overall budget, utilization of technology, organizational structure and selection and direction of personnel, determination of the number of hours per day or per week operations shall be carried on, determination of the number of employees required, the assignment of such work to employees in accordance with the requirement termed by the City, the establishment and change of work schedules, the right to make and enforce reasonable rules for maintenance of discipline, the right to suspend, discharge or otherwise discipline employees for cause, the right to contract out work, and otherwise to take such measures as the City may determine to be necessary for the orderly and efficient operation of City business.

3.02 For the purpose of administering this agreement and ascertaining whether or not this agreement is being observed by the parties, representatives of the Union shall only be permitted access to the City’s facilities at reasonable times to confer with the City and employees, with prior approval of the City Manager or his designated representative.

3.03 The City shall provide a bulletin board for the purpose of posting Union notices.

3.04 The City will attempt to make available to the Union a suitable meeting facility at City Hall during non-work hours, which does not interfere with City operations, for the purpose of conducting local Union meetings.

3.05 The City shall post on the Union bulletin board, two (2) days in advance to the institution of new rules or changes in existing rules.

3.06 A list of bargaining unit employees, designated by name, address and current wage classifications shall be made available to the Union and Steward on a reasonable request basis.

3.07 The Union shall have the right to inspect and audit, at the City's premises at a mutually agreed upon time, where such records are customarily maintained, all payroll records, time sheets and other records or documents which relate to any filed grievance under this Agreement.

ARTICLE IV

RECOGNITION

4.01 The City recognizes International Brotherhood of Teamsters Local 52 as the sole and exclusive representative for regular full-time employees of City Hall, excluding casual employees, seasonal employees, student employees employed during their vacations, management level employees, supervisors, first level supervisors, confidential employees and elected officials of the following divisions and departments:

- a. Department of Public Service, Division of Permits and Inspections
- b. Department of Finance
- c. Department of Parks and Recreation
- d. Clerical employees of the Division of Fire

Specifically excluded Employees:

- a. Confidential Employees
- b. Supervisors

ARTICLE V

NON-DISCRIMINATION

5.01 No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

5.02 Neither the City nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on the basis of race, color, religion, creed, national origin, age, sex, or disability.

ARTICLE VI

DUES DEDUCTIONS

6.01 All employees now in the bargaining unit may, on the 31st day from the signing of this Agreement, and employees employed after the signing of this Agreement may, on the 31st day from the date to their employment:

- a. Become and remain members in good standing of the Union as a condition of continued employment for the duration of the Agreement.
- b. Agree to tender to the Union an amount equivalent to an initiation fee and membership dues uniformly required as a condition of acquiring and retaining membership in good standing in the Union.

6.02 For the purpose of this article, an employee shall be considered a member of the Union in good standing if he tenders his current dues and inflation fees uniformly required as condition of membership. The City shall furnish the Union with the names, addresses and job classifications of new employees in positions covered by this bargaining unit ten (10) working days after employment commences. The City shall also furnish the Union with the names of terminated employees within ten (10) working days after their termination or voluntary quit.

6.03 Upon written notification from the Union that any employee is in arrears in Union dues or initiation fees or any part thereof, the City shall deduct the amount of arrearage or unpaid initiation fees at the same time that deductions are made for Union dues, pursuant of the provisions of the paragraphs above.

6.04 Fair Share Fee:

- a. All current bargaining unit employees who are not members or who drop their membership shall pay a fair share fee to the Union,

as authorized by Ohio Statute. Likewise, employees hired during the term of this Agreement who choose not to join the Union shall pay a fair share fee to the Union as authorized by Ohio Statute beginning after sixty (60) days from their date of hire.

- b. The City agrees to deduct initiation fees, assessments and dues once each month from the pay of bargaining unit employees who have authorized same in accordance with current practice.
- c. The City shall notify each new employee at the time of hire of their right to join the Union, or their obligation as a condition of employment to payment of a Fair Share Fee as indicated above, and to provide such employee with an authorization card as provided by the Union.
- d. All bargaining unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee to the Union as a condition of continued employment.
- e. All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire or the date of execution of this Agreement, whichever is later as a condition of employment.
- f. The fair share fee amount shall be certified to the City by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.
- g. Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein. The City shall provide the Union with an alphabetical list of the names, social security number and address of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.
- h. The Union warrants and guarantees to the City that no provision of this Article violates the Constitution or laws of either the United States of America or the State of Ohio. Once the funds are remitted

to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

6.05 The City agrees that upon receipt of a signed authorization from the employee, it shall deduct from the wages due the employee and remit same to the Union, the amount necessary to cover his or her current dues, initiation fees, and arrearages and assessments properly authorized.

6.06 The City shall deduct such amounts as follows:

1. For all employees, the City will deduct one (1) payday monthly the sum of one (1) months dues for the following month from the wages due such employee.
2. For new employees, the City will deduct initiation fees in two (2) equal installments divided over two (2) pay periods commencing with the first pay period following receipt of the authorization set forth in this Article.
3. In the event the employee shall not be entitled to any pay on the second pay day of the month, such deduction shall be made from the employee's next succeeding pay day during which such employee is entitled to any pay.

ARTICLE VII

CERTIFICATIONS

7.01 The City and the Parks Department recognizes the importance of herbicide and pesticide control within the City of Brunswick. In order to encourage the development of our employees in this area, the City will pay each employee of the Parks Department Five Hundred Dollars (\$500.00) annually for obtaining and retaining certification in herbicide and pesticide control. In order for payment to be made, a copy of an employee's certification must be presented to the Parks and Recreation Director, Payroll and Administrative Services by October 1st. Payment shall be made by October 31st.

ARTICLE VIII

NO-STRIKE

8.01 There will be no strikes or lockouts over disputes involving the interpretation or application of the expressed terms of this Agreement. Such disputes will be resolved through the grievance procedures of this Agreement.

8.02 The City shall provide safe access on and off City property during the deployment of a primary picket line at the employee's place of employment.

ARTICLE IX

PROBATIONARY PERIOD

9.01 Seniority for newly hired employees shall accrue from the original date of hire once a probationary period of one hundred eighty (180) days has been satisfied.

ARTICLE X

WORK WEEK AND HOUR REGULATIONS

10.01 A normal work week for City Hall and Building Department consists of five (5) days, Monday through Friday from 8:30 a.m. to 5:00 p.m. A normal work week for the Parks Department consists of five (5) days, Monday through Friday from 7:00 a.m. to 3:30 p.m. One-half (½) hour is provided each day for lunch along with two (2) ten (10) minute coffee breaks.

10.02 When production requirements necessitate, six (6) days of work, Saturday will be part of the normal work week. The City will attempt to give twenty-four (24) hour notice of its intentions to operate on Saturday and/or Sunday.

10.03 The employee lunchroom shall not be used during regular working hours for closed meetings which would interfere with employee lunch periods and coffee breaks unless the Employer notifies employees on the prior work day.

10.04 Overtime shall be paid at a rate of time and one-half for all hours worked over eight (8) hours per day. Same overtime hours worked may be taken as compensatory time off, at a rate of one and one-half hours off for each hour worked, at the discretion of the Department Head. Each employee must make a choice of pay or compensatory time upon submission of their time sheet for that pay period. Compensatory time must be used one (1) year from the date it is earned. If an employee is unable to use their compensatory time within the one (1) year limit because of work load, sickness, or other circumstances arising within the operation, the

Department Head may grant an extension of time for the usage of same compensatory time.

10.05 Overtime shall be distributed as equitable as practicable within work units. Permanent employees, in the work unit, shall be offered overtime before overtime is offered to temporary employees.

10.06 Any employee who continually fails to report to work on time or leaves his work station early, during normal work hours and/or during overtime, shall have his pay reduced according to the following schedule:

- a. Loss of six (6) to twelve (12) minutes of work: .2 hrs. of pay deduction
- b. Loss of thirteen (13) to eighteen (18) minutes of work: .3 hrs. of pay deduction
- c. Loss of nineteen (19) to twenty-four (24) minutes of work: .4 hrs. of pay deduction
- d. Loss of twenty-five (25) to thirty (30) minutes of work: .5 hrs. of pay deduction
- e. Loss of thirty-one (31) to thirty-six (36) minutes of work: .6 hrs. of pay deduction
- f. Loss of thirty-seven (37) to forty-two (42) minutes of work: .7 hrs. of pay deduction
- g. Loss of forty-three (43) to forty-eight (48) minutes of work: .8 hrs. of pay deduction
- h. Loss of forty-nine (49) to fifty-four (54) minutes of work: .9 hrs. of pay deduction
- i. Loss of fifty-five (55) minutes of work: One (1) hour of pay deduction

10.07 The overtime rate of one and one-half (1-1/2) times the regular straight time rate for the job being performed will be paid for all hours or parts of hours in the following instances:

1. Work in excess of eight (8) hours in one (1) regular work day
2. Work in excess of forty (40) hours in one (1) regular work week
3. On a scheduled Holiday (in addition to Holiday pay)

10.08 There shall be no excessive overtime within a work unit while employees within that unit are on a lay-off.

10.09 Except for an emergency, it shall not be considered a refusal to work overtime if the notice to work overtime was made less than five (5) hours prior to the beginning of the overtime.

10.10 Employees may elect to take off compensatory time in lieu of premium pay for overtime worked at the discretion of the Department Head. Such compensatory time shall be earned at a rate commensurate to the applicable hourly overtime rate.

10.11 Maximum accrual of compensatory leave shall not exceed one hundred sixty (160) hours at any one time. If compensatory time cannot be granted within one (1) calendar year from which it is earned, it shall be paid at the rate it was earned. When an Employee has accrued the maximum compensatory one hundred sixty (160) hours, all overtime worked shall be paid at the applicable rate.

ARTICLE XI HOLIDAYS

11.01 Employees shall observe thirteen (13) holidays per calendar year. In addition to the holidays listed below, each Employee may take a “floating” holiday. The date selected for this holiday must be approved by the appropriate Department Head.

2017

| | | | |
|----|----------|------------------------|-------------|
| 1 | Monday | New Year’s Day | January 2 |
| 2 | Monday | President’s Day | February 20 |
| 3 | Friday | Good Friday | April 14 |
| 4 | Monday | Memorial Day | May 29 |
| 5 | Tuesday | Independence Day | July 4 |
| 6 | Monday | Labor Day | September 4 |
| 7 | Monday | Columbus Day | October 9 |
| 8 | Thursday | Thanksgiving Day | November 23 |
| 9 | Friday | Day After Thanksgiving | November 24 |
| 10 | Monday | Christmas Eve | December 25 |
| 11 | Tuesday | Christmas Day | December 26 |
| 12 | Friday | New Year’s Eve | December 29 |
| 13 | _____ | Floating Holiday | _____ |

2018

| | | | |
|----|-----------|------------------------|-------------|
| 1 | Monday | New Year’s Day | January 1 |
| 2 | Monday | President’s Day | February 19 |
| 3 | Friday | Good Friday | March 30 |
| 4 | Monday | Memorial Day | May 28 |
| 5 | Wednesday | Independence Day | July 4 |
| 6 | Monday | Labor Day | September 3 |
| 7 | Monday | Columbus Day | October 8 |
| 8 | Thursday | Thanksgiving Day | November 22 |
| 9 | Friday | Day After Thanksgiving | November 23 |
| 10 | Monday | Christmas Eve | December 24 |
| 11 | Tuesday | Christmas Day | December 25 |
| 12 | Monday | New Year’s Eve | December 31 |
| 13 | _____ | Floating Holiday | _____ |

2019

| | | | |
|----|-----------|------------------------|-------------|
| 1 | Tuesday | New Year's Day | January 1 |
| 2 | Monday | President's Day | February 18 |
| 3 | Friday | Good Friday | April 19 |
| 4 | Monday | Memorial Day | May 27 |
| 5 | Thursday | Independence Day | July 4 |
| 6 | Monday | Labor Day | September 2 |
| 7 | Monday | Columbus Day | October 14 |
| 8 | Thursday | Thanksgiving Day | November 28 |
| 9 | Friday | Day After Thanksgiving | November 29 |
| 10 | Tuesday | Christmas Eve | December 24 |
| 11 | Wednesday | Christmas Day | December 25 |
| 12 | Tuesday | New Year's Eve | December 31 |
| 13 | _____ | Floating Holiday | _____ |

11.02 Labor Day shall not be worked except in cases of extreme urgency when life or property is in imminent danger.

11.03 All employees covered by this Agreement who are not required to work on one of the recognized holidays, will receive eight (8) hours pay at their regular straight time hourly rate provided they meet the following requirements:

Employees must have worked their last regularly scheduled workday prior to the holiday and the next regularly scheduled work day after the holiday, unless on an excused paid absence or illness substantiated by a doctor's certificate.

11.04 Any Employee who is required to work on a recognized holiday shall receive holiday pay, plus time and one-half (1-1/2) his regular straight time wage rate for all hours worked on such holiday.

11.06 Holidays falling on Saturday will be celebrated on the preceding Friday. Holidays falling on Sunday will be celebrated on the following Monday.

ARTICLE XII

VACATIONS

12.01 Each full-time employee shall earn and be entitled with a yearly paid vacation in according with the following schedule:

| <u>Upon completion of</u> | <u>VACATION</u> |
|---|-----------------|
| One (1) year but less than five (5) years | 2 weeks off |
| Five (5) years but less than eleven (11) years | 3 weeks off |
| Eleven (11) years but less than fifteen (15) years | 4 weeks off |
| Fifteen (15) years but less than twenty five (25) years | 5 weeks off |
| Twenty five (25) years or more | 6 weeks off |

12.02 Employees may use vacation at a minimum of two (2) hour increments. Vacation must be approved by the Department/Division Head prior to taking.

12.03 If an approved holiday occurs within the normal base work week during the employee's vacation, an additional vacation day will be granted either in conjunction with the vacation that is being taken or at another date as requested by the employee and approved by the Department Head.

12.04 No pay will be made in lieu of vacation.

12.05 Vacation periods shall be selected on the basis of continued service with the department.

12.06 Employees with less than five (5) years of service may carry over one (1) week vacation for a one (1) year period so that three (3) weeks may be possible to be used for a vacation during this calendar year. In case of an emergency, the City reserves the right to extend the length of time an employee may utilize his vacation period.

12.07 The Year 2005 will be considered the conversion year from anniversary date to calendar year for current full-time employees. The Year 2005 will be the first time vacation is computed on a calendar year basis.

12.08 Any full-time employee who does not have a full year of service on December 31, their conversion period will not be until the first full year after the employee's one-year anniversary.

12.9 In the event an employee with one or more years of service is absent for any reason, he shall be eligible for full vacation pay as long as, in the eligibility years his days absent do not exceed the sick days for which he is eligible. If the days of absence exceed the sick days for which he is eligible, and is for any reason other than the occupational injury, vacation days will be reduced by the equivalent days absent in the year after sick leave is terminated. This provision does not apply to vacation days earned in the previous year.

12.10 Each employee will be granted vacation based on the number of years of continuous service. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). In case of emergency, the city reserves the right to extend the length of time in which any employee must utilize his vacation time.

12.11 An employee shall be deemed to have earned his vacation pay as of his anniversary date, even though he does not take vacation or receive vacation pay at that time. Further, if the employee with one (1) or more years of service is terminated prior to his anniversary date, he shall receive vacation pay pro-rated in accordance with the number of months he had worked since his preceding eligibility date.

12.12 If any employee quits his job without two (2) weeks written notice, or is discharged for just cause, the employee shall only be granted the unused earned vacation from the previous year.

ARTICLE XIII

SICK LEAVE

13.01 Employees, after thirty (30) calendar days, shall be entitled to paid sick leave earned at the rate of 4.6 hours for each eighty (80) hours of employment, retroactive to date of hire.

13.02 In any case where an employee has accumulated the sixty (60) sick days, as provided in the above and in the following calendar year, he/she is entitled to fifteen (15) days for the year and, as an incentive to said employee not to use the sick days beyond the sixty (60) days, he/she is to be reimbursed, at the end of said year for sick days not used in excess of the sixty (60) days, at the rate of one-half ($\frac{1}{2}$) day's pay for each sick day not used. One-half ($\frac{1}{2}$) day's pay will be the employee's base hourly rate, at which it was earned, times four (4) hours. This provision does not prohibit an employee from accumulating more than sixty (60) days, but once he/she exercises his/her option to keep the sick days, in any one year, he cannot be reimbursed for that years' time. Payment of these hours shall be made by January 31st.

13.03 Any employee who is unable, by sickness, injury or other disability to perform his/her duties, must call his Supervisor each day he/she is off, unless said employee is hospitalized. If the employee fails to call prior to 9:00 a.m. on the day in which he is to work, he will be docked one (1) day's pay for that day. Sick leave should

not be used for office visits or treatments which could be scheduled during non-working hours.

13.04 After three (3) consecutive days of non-hospital leave, or eight (8) total days of sickness in any one year, a doctor's certificate shall be presented by the employee for each absence. It should be understood that if an employee is sick three (3) consecutive days or a total of eight (8) days, a sick slip must be presented for the three (3) days, or the eighth (8th) day immediately upon returning to work and for any days thereafter. Employees submitting a doctor's excuse for an absence, will not be considered to have used any of the eight (8) days.

13.05 Any employee who becomes disabled from a non-occupational illness or accident and same employee cannot perform his or her duties, one (1) year after the termination of all sick time shall be dropped from the City employee roster and same position shall be filled by management. At no time may an employee refuse to use sick time simply to circumvent this rule.

13.06 Sick leave may be used by employees in the event of illness or scheduled surgery to a member of the immediate family as provided in Civil Service law.

13.07 A patterned use of sick leave or excessive use is sufficient grounds for disciplinary action. A patterned use of sick leave is three (3) events that would indicate a direction, tendency, or characteristic behavior of an individual as it pertains to sick time use.

ARTICLE XIV

BEREAVEMENT LEAVE

14.01 When an employee is absent due to death in his immediate family, the employee shall be paid for a maximum of three (3) days earnings at the employee's regular rate of pay. Such three (3) days will be any three (3) consecutive days which must include the date of the funeral. No payment will be made for any of the three (3) days which is a day the Employee would not ordinarily be scheduled to work, or occurs during the Employee's vacation. A member of the immediate family shall be considered an employee's spouse, parents, children, grandparents, siblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, foster parents, step-parents step children, a legal guardian or other person who stands in the place of a parent, or any other relative residing in the same household.

14.02 Immediate family may also include any other individual designated as “other relative” at the sole discretion of the Department Head and/or his designee. Denials of a designation of “other relative” by the Employer for purposes of bereavement pay shall not be grievable.

14.03 In the event of the death of a grandmother-in-law or grandfather-in-law, the Employee shall be paid for the absence on the day of the funeral.

14.04 In the case of the death of an Aunt, Uncle, Niece or Nephew, the Employee may take the day of the funeral off without pay with the approval of the Department Head.

14.05 The intent of this provision shall be to protect the employees from loss of earnings. The maximum of three (3) days in the event of a death in your immediate family is not a guarantee of three (3) days off. The days used as bereavement pay will not be deducted from sick time. An Employee may use up to two (2) sick days in conjunction with bereavement days. These two (2) days will not be counted toward the eight (8) total days of sick leave for doctor’s certificate purposes as required in the above paragraph under sick leave.

14.06 If an Employee’s above relative dies while the Employee is on vacation, and said Employee uses his/her vacation time to attend the funeral, said Employee shall be credited the vacation used for bereavement leave.

ARTICLE XV ARMED SERVICE RESERVE DUTY

15.01 Any City employee who is required to take off from duty to report for summer camp or for training because he is a member of a branch of the Armed Services shall be compensated for the difference between his regular pay and his service pay up to a maximum period of two (2) weeks per calendar year. Pay voucher must be presented to the City issuing compensation.

ARTICLE XVI INSURANCE

16.01 Effective January 1, 2017, all employees are required to contribute towards the employee’s total premium of the Plan per month as follows: The per month payment would be applicable regardless of another alternative plan selected by the employee or whether the employee selects single or family coverage.

| | <u>2017</u> | <u>2018</u> | <u>2019</u> |
|----------------------|-------------|-------------|-------------|
| <u>Plan 1</u> | 15% | 15% | <u>16%</u> |
| <u>Plan 2</u> | 15% | 15% | <u>16%</u> |
| <u>Plan 3</u> | <u>11%</u> | <u>11%</u> | <u>12%</u> |

Effective January 1, 2018, sixteen percent (16%) for employees **not** in the Wellness program – for each Plan.

Effective January 1, 2019, seventeen percent (17%) for employees **not** in the Wellness Program – for each Plan.

All new hires after January 1, 2015 shall pay fifteen percent (15%) towards the premium for any of the three (3) plans.

Any new employee hired after January 1, 2015, shall pay sixteen percent (16%) towards the premium per month for any plan selected beginning January 1, 2019.

16.02 The employee’s contribution towards the premium will be deducted per pay period from the employee’s pay. In the event an employee does not have enough funds available to contribute towards the premium, the employee will be required to make the employer whole.

16.03 In the event an employee resigns or is terminated, that employee will be required to make the employer whole in the amounts owed by the employee for premium contribution pursuant to the City’s election form. This amount will be deducted from the employee’s final paycheck from the City.

16.04 Employees will be eligible for insurance coverage after ninety (90) days from date of hire. Each employee will receive a booklet prepared by the Hospitalization program setting forth, in detail, the extent of the terms of their coverage.

16.05 In case an employee is absent from work due to layoff, the City will pay for his insurance coverage, for a thirty (30) day period from the date of said layoff. The employee has the option to make total self-pay premium payments.

16.06 The Employer reserves the right to change insurance carriers or coverage during the term of this Agreement so long as the benefit levels are the same for Major Medical, Major Dental, Prescription Drug Service and Vision Care insurance.

16.07 In the case of an employee's absence from work due to illness or injury, the City will pay for his insurance for a period of ninety (90) days after sick time terminates.

16.08 In the case where the employee is absent due to a work related injury that is covered under worker's compensation, the City will pay for his/her insurance for a period of twelve (12) months after sick time terminates.

16.09 The City will provide major medical coverage for the employees in the following manner:

- A. Single Coverage: \$50.00 Deductible - \$50.00 Co-insurance payments when using providers in the network. \$100.00 Deductible - \$150.00 Co-insurance payments when using non-network providers.
- B. Family Coverage: \$100 Deductible - \$100.00 Co-insurance payments when using providers in-network. \$200.00 Deductible and \$300.00 Co-insurance payments when using non-network providers.

16.10 An employee may decline the use of the City's hospitalization, surgical and major medical plans if satisfactory proof is submitted and accepted by the City that the employee is covered by an adequate hospitalization plan. An employee's spouse (if applicable) must also agree to this provision. The City will pay the employee One thousand five hundred dollars (\$1,500.00) for requesting to be completely removed from the City's hospitalization plan, or pay the employee Six hundred dollars (\$600.00) for changing from a family plan to a single plan. Initial payments for dropping or reducing the above coverage will be based on the number of months the coverage is not used and based on the date Administrative Services is notified of the opting out. Payment shall be made once annually by October 31st.

16.11 The City will provide a fully paid life insurance policy for each employee. The policy will cover \$1,000 life insurance for every \$1,000 the employee makes under a normal work schedule. The City will round the coverage to the next highest \$10,000 value. i.e., \$64,000 base hourly pay = \$70,000. New employees will receive this benefit the first day following the first ninety (90) days from their day of hire.

ARTICLE XVII**LONGEVITY**

17.01 In addition to such annual salary, employees shall receive yearly longevity pay in accordance with the following schedule, and subject to the following terms and conditions:

17.02 Employees shall be eligible for Longevity Pay on the amount shown on a calendar year basis. The Year 2005 was the conversion year from anniversary date to calendar year. Only continuous years of service as an employee for the City shall be used in determining the eligibility for the Longevity Pay. Payments to be made one time annually by October 31st.

| <u>Years of Continuous Service Completed</u> | <u>Longevity Pay</u> | | |
|--|----------------------|-------------|-------------|
| | <u>2017</u> | <u>2018</u> | <u>2019</u> |
| 4-5 | \$ 300.00 | \$ 300.00 | \$ 300.00 |
| 6-7 | \$ 500.00 | \$ 500.00 | \$ 500.00 |
| 8-9 | \$ 700.00 | \$ 700.00 | \$ 700.00 |
| 10-11 | \$ 900.00 | \$ 900.00 | \$ 900.00 |
| 12-13 | \$1,100.00 | \$1,100.00 | \$1,100.00 |
| 14-15 | \$1,300.00 | \$1,300.00 | \$1,300.00 |
| 16-17 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| 18-19 | \$1,700.00 | \$1,700.00 | \$1,700.00 |
| 20-21 | \$1,900.00 | \$1,900.00 | \$1,900.00 |
| 22 | \$2,100.00 | \$2,100.00 | \$2,100.00 |
| 23 | \$2,300.00 | \$2,300.00 | \$2,300.00 |
| 24 | \$2,500.00 | \$2,500.00 | \$2,500.00 |
| 25 | \$2,700.00 | \$2,700.00 | \$2,700.00 |
| <u>26</u> | \$2,800.00 | \$2,800.00 | \$2,800.00 |
| <u>27</u> | \$2,900.00 | \$2,900.00 | \$2,900.00 |
| <u>28</u> | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| <u>29</u> | \$3,100.00 | \$3,100.00 | \$3,100.00 |
| <u>30</u> | \$3,200.00 | \$3,200.00 | \$3,200.00 |

ARTICLE XVIII**WAGES**

18.01 The City agrees to pay the Clerks and Assistant Bookkeeper a one (1) time wage adjustment of one and one-half percent (1.5%) for the Year 2004 only.

18.02 The City agrees to pay the employees of the Parks Department a one (1) time wage adjustment of three percent (3%) for the Year 2004 only.

18.03 In 2010 skilled trades pay was eliminated and \$1.00 was added to the Park Maintenance Technician base hourly wages.

18.04 Due to the fact it is difficult to identify what hours Parks employees worked during the Year 2004 in the above trades, the City agrees to pay each Park employee a sum of Three Hundred Dollars (\$300.00). This payment is for the Year 2004 only.

18.05 In the event the City and/or the Union determine other skilled tasks should be added or deleted, a Letter of Understanding shall be entered into delineating the tasks to be added or deleted and approved by both the Union Representative for the Parks Department in the bargaining unit, the Director of Parks and Recreation and the City Manager. Such addition or deletion of skilled tasks contained in the Letter of Understanding shall not be grievable.

18.06 When an employee of the Parks Department works on a project with a member of the Division of Streets, doing the same task, that employee shall receive the same pay as the Division of Streets employee for all hours worked on the project.

18.07 Payment for Concrete/Carpenter's wages will be issued for the following work in the Division of Parks & Recreation for sawing, building, fitting together and installing wood forms for any concrete work. Sawing and building wood headwalls. Any other work that would come under the trade of a carpenter. While installing concrete forms. After any matching work is done, and hand work that needs to be done for forms to fit. Pouring and mixing or use of concrete, mortar mix, water plug or any related materials. Finishing, brooming or other types of edging. Sealing of catch basins. Sealing of sewer pipes, inside or outside brick or block work. Use of concrete saw (man using saw only). Use of concrete grinder (man using grinder only). Welding work.

| <u>2017</u> | <u>2018</u> | <u>2019</u> |
|----------------|----------------|----------------|
| <u>\$30.64</u> | <u>\$31.56</u> | <u>\$32.51</u> |

18.08 Preventative Maintenance: The City agrees to pay an employee who performs maintenance to City equipment beyond the preventative maintenance stage, the hourly rate listed below for all hours performing this maintenance.

| <u>2017</u> | <u>2018</u> | <u>2019</u> |
|----------------|----------------|----------------|
| <u>\$28.88</u> | <u>\$29.75</u> | <u>\$30.64</u> |

18.09 Certified Electrical Inspectors hired before January 1, 1992, may elect to acquire a Class III Certification. If Class III Certification is achieved, the City shall compensate those persons at a one-time proficiency pay of \$1,000.00.

18.10 It shall be mandatory for all full-time employees of this Union to have their bi-weekly pay checks directed deposited.

18.11 Park Laborers shall have their classification changed to Park Maintenance Technician.

| Clerk I | Hourly | Hourly | Hourly | Hourly | Hourly | Hourly |
|----------------|--------------|-----------------|---------------|---------------|---------------|---------------|
| <u>Year</u> | <u>Start</u> | <u>6 Months</u> | <u>1 Year</u> | <u>2 Year</u> | <u>3 Year</u> | <u>4 Year</u> |
| <u>2017</u> | <u>12.99</u> | <u>13.67</u> | <u>14.39</u> | <u>15.02</u> | <u>15.67</u> | <u>16.78</u> |
| <u>2018</u> | <u>13.38</u> | <u>14.08</u> | <u>14.82</u> | <u>15.47</u> | <u>16.14</u> | <u>17.28</u> |
| <u>2019</u> | <u>13.78</u> | <u>14.50</u> | <u>15.27</u> | <u>15.93</u> | <u>16.62</u> | <u>17.80</u> |

| Clerk II | Hourly | Hourly | Hourly | Hourly | Hourly | Hourly |
|-----------------|--------------|-----------------|---------------|---------------|---------------|---------------|
| <u>Year</u> | <u>Start</u> | <u>6 Months</u> | <u>1 Year</u> | <u>2 Year</u> | <u>3 Year</u> | <u>4 Year</u> |
| <u>2017</u> | <u>15.56</u> | <u>16.39</u> | <u>17.24</u> | <u>17.89</u> | <u>18.68</u> | <u>19.46</u> |
| <u>2018</u> | <u>16.03</u> | <u>16.88</u> | <u>17.76</u> | <u>18.43</u> | <u>19.24</u> | <u>20.04</u> |
| <u>2019</u> | <u>16.51</u> | <u>17.39</u> | <u>18.29</u> | <u>18.98</u> | <u>19.82</u> | <u>20.64</u> |

Assistant Bookkeeper

| <u>Year</u> | Hourly | Hourly | Hourly | Hourly | Hourly | Hourly |
|-------------|--------------|-----------------|---------------|---------------|---------------|---------------|
| | <u>Start</u> | <u>6 Months</u> | <u>1 Year</u> | <u>2 Year</u> | <u>3 Year</u> | <u>4 Year</u> |
| <u>2017</u> | <u>17.61</u> | <u>18.54</u> | <u>19.52</u> | <u>20.39</u> | <u>21.31</u> | <u>22.28</u> |
| <u>2018</u> | <u>18.14</u> | <u>19.10</u> | <u>20.10</u> | <u>21.01</u> | <u>21.95</u> | <u>22.95</u> |
| <u>2019</u> | <u>18.69</u> | <u>19.67</u> | <u>20.71</u> | <u>21.64</u> | <u>22.61</u> | <u>23.64</u> |

Uncertified Inspector, Building and Zoning Inspector

| <u>Year</u> | <u>Hourly Start</u> | <u>Hourly 6 Months</u> | <u>Hourly 1 Year</u> | <u>Hourly 2 Year</u> | <u>Hourly 3 Year</u> | <u>Hourly 4 Year</u> |
|-------------|---------------------|------------------------|----------------------|----------------------|----------------------|----------------------|
| <u>2017</u> | <u>22.12</u> | <u>23.29</u> | <u>24.51</u> | <u>25.80</u> | <u>27.08</u> | <u>28.76</u> |
| <u>2018</u> | <u>22.79</u> | <u>23.99</u> | <u>25.25</u> | <u>26.58</u> | <u>27.89</u> | <u>29.62</u> |
| <u>2019</u> | <u>23.47</u> | <u>24.71</u> | <u>26.01</u> | <u>27.37</u> | <u>28.73</u> | <u>30.51</u> |

Certified Building Inspector or Certified Electrical Inspector or Certified Plumbing Inspector

| <u>Year</u> | <u>Hourly Start</u> | <u>Hourly 6 Months</u> | <u>Hourly 1 Year</u> | <u>Hourly 2 Year</u> | <u>Hourly 3 Year</u> | <u>Hourly 4 Year</u> |
|-------------|---------------------|------------------------|----------------------|----------------------|----------------------|----------------------|
| <u>2017</u> | <u>23.08</u> | <u>24.30</u> | <u>25.57</u> | <u>26.92</u> | <u>28.25</u> | <u>30.00</u> |
| <u>2018</u> | <u>23.77</u> | <u>25.03</u> | <u>26.34</u> | <u>27.73</u> | <u>29.10</u> | <u>30.90</u> |
| <u>2019</u> | <u>24.49</u> | <u>25.78</u> | <u>27.13</u> | <u>28.56</u> | <u>29.97</u> | <u>31.83</u> |

**Certified Building Inspector and Certified in Electrical; Certified Electrical Inspector and Certified in HVAC;
Certified Building Inspector and Certified Plumbing Inspector;
Certified Electrical Inspector and Certified Class I CBO; Certified Class III Inspector and Certified Class I CBO**

| <u>Year</u> | <u>Hourly Start</u> | <u>Hourly 6 Months</u> | <u>Hourly 1 Year</u> | <u>Hourly 2 Year</u> | <u>Hourly 3 Year</u> | <u>Hourly 4 Year</u> |
|-------------|---------------------|------------------------|----------------------|----------------------|----------------------|----------------------|
| <u>2017</u> | <u>26.43</u> | <u>27.82</u> | <u>29.28</u> | <u>30.16</u> | <u>31.67</u> | <u>32.62</u> |
| <u>2018</u> | <u>27.22</u> | <u>28.65</u> | <u>30.16</u> | <u>31.06</u> | <u>32.62</u> | <u>33.60</u> |
| <u>2019</u> | <u>28.04</u> | <u>29.51</u> | <u>31.07</u> | <u>32.00</u> | <u>33.60</u> | <u>34.61</u> |

Park Maintenance Technician

| <u>Year</u> | <u>Hourly Start</u> | <u>Hourly 6 Months</u> | <u>Hourly 1 Year</u> | <u>Hourly 2 Year</u> | <u>Hourly 3 Year</u> | <u>Hourly 4 Year</u> |
|-------------|---------------------|------------------------|----------------------|----------------------|----------------------|----------------------|
| <u>2017</u> | <u>20.42</u> | <u>21.42</u> | <u>22.55</u> | <u>23.09</u> | <u>23.66</u> | <u>24.85</u> |
| <u>2018</u> | <u>21.04</u> | <u>22.07</u> | <u>23.22</u> | <u>23.79</u> | <u>24.37</u> | <u>25.60</u> |
| <u>2019</u> | <u>21.67</u> | <u>22.73</u> | <u>23.92</u> | <u>24.50</u> | <u>25.10</u> | <u>26.37</u> |

18.12 Effective January 1, 2014, the City agrees to pay the Park Maintenance Technicians a one (1) time wage adjustment of twenty-four cents (\$.24) per hour for the purpose of recognizing the fact they work at times without a supervisor. This paragraph only applies to the two (2) employees that are full-time in the Parks Department as of January 1, 2014.

ARTICLE XIX OHIO PUBLIC EMPLOYEE’S RETIREMENT SYSTEM

19.01 The City will maintain the Ohio Public Employee’s Retirement System Plan.

19.02 The City will pay the Employee’s retirement contribution up to a maximum amount of 10.5%.

19.03 The City will provide deferred compensation retirement plans to include ICMA or PERS.

ARTICLE XX LAY-OFF AND RECALL

20.01 Seniority shall prevail and apply to lay-off and recall according to O.R.C. 124.321.

ARTICLE XXI COMMERCIAL DRIVERS LICENSE

21.01 All Current Park employees who are members of the Teamsters Local #52 bargaining unit shall be allowed to acquire a commercial driver’s license with an “A” endorsement. The City will reimburse an employee for the permanent license and temporary license when proof they were obtained and receipts are submitted to the City. Approval must be made by the Parks and Recreation Director and Administrative Services prior to reimbursement.

21.02 The City will provide a vehicle for training and testing in order for the current Parks Department employees to obtain their CDL-A license.

21.03 Effective January 1, 2004, all new full-time hires into the Parks Department will be required to have a CDL-A license in order to be hired and to retain their position in the Department.

21.04 The City will reimburse the employees of the Park Department the renewal fee for their Commercial Driver’s License. Proof of renewal and receipt must be submitted to the Parks and Recreation Director and Administrative Services for approval prior to reimbursement. Annually, a current copy of each employee’s driver’s license and renewal, if applicable, must be submitted to the Parks & Recreation Director and to Administrative Services for verification.

21.05 All bargaining unit employees who have a CDL-A shall receive an equal rate of pay with those employees who are working in the Service Department when they are operating equipment that requires a CDL-A.

ARTICLE XXII

LINE OF DUTY INJURY LEAVE

22.01 A full-time employee's absence from work is necessitated because of an illness or injury that incurred while on the job with the city and said illness or injury is compensable under the Ohio Worker's Compensation Law, injury leave may be granted at the discretion of the City Manager, or his/her designee, for a period of time not to exceed thirty (30) calendar days.

22.02 Such leave may be granted by the City Manager, or his/her designee, based upon the recommendation of the employee's Department/Division Head and upon submittal by the employee of a statement from a licensed physician justifying that the employee is unable to return to full work status due to the injury/illness.

22.03 Such leave shall not be charged against the employee's sick leave balance unless it is determined that the illness or injury is a non-work related illness or injury and is not compensable under Ohio Worker's Compensation Law.

22.04 In order to be eligible for injury leave, the employee must report the illness/injury to his/her supervisor within twenty-four (24) hours of the incident giving rise to the illness/injury.

22.05 Any employee who receives a paid leave under this Article shall not be entitled nor will apply for either temporary total disability or permanent and total disability benefits under Ohio Worker's Compensation Laws. This provision does not prohibit an employee from receiving other available worker's compensation benefits. If an employee received either temporary total disability or permanent and total disability while receiving injury wage continuation benefits under this section, the employee agrees to reimburse the City for all sums in excess of what the employee received under this section.

22.06 The injury leave pay set forth in this Article is cumulative for the duration of this Agreement in regard to the injury, i.e., successive "injuries" to the same both part(s) shall not constitute separate injuries and all related worker's compensation and related claims to the same or similar body parts shall be construed as one (1) injury and eligible for total leave time under this Article.

ARTICLE XXIII

WELLNESS PROGRAM

23.01 The Union and the Administration desire to promote health and fitness for its employees.

23.02 A Wellness Program has been designed with certain criteria. It is the responsibility of each employee who wishes to participate in the program to comply with all criteria required in order to receive the wellness payment. A report will be received from a Third Party Administrator as to who has complied with the required criteria. Payment shall be made one time annually by October 31st.

| | | |
|--------------|--------------|--------------|
| <u>2017</u> | <u>2018</u> | <u>2019</u> |
| <u>\$600</u> | <u>\$700</u> | <u>\$800</u> |

Three (3) out of the following five (5) criteria will be required in 2017 for successful completion of the Wellness Program. Five (5) out of the five (5) following criteria will be required in 2018 for successful completion of the Wellness Program. Health Risk Assessment, Tobacco Certification, Physical, Biometric Screening and Lunch and Learn. The Union and Health Care committee will have input into the required criteria for 2019. If no mutual agreement is reached in 2019, the above listed five (5) criteria will remain.

23.03 Participation in the program will not be held in a punitive nature against any employee. There will no longer be a nicotine mandate or fitness test associated with Wellness.

ARTICLE XXIV

PERFORMANCE EVALUATIONS

24.01 Employees of this Unit shall be evaluated on a scheduled basis by Administration. Each employee shall be afforded every opportunity to provide written comments about the evaluation, and affix the comments to the evaluation. Evaluations shall be filed in the individual’s personnel file in Civil Service.

ARTICLE XXV

RECREATION CENTER MEMBERSHIP

25.01 A single membership to the Brunswick Community Recreation and Fitness Center will be offered to members of this bargaining unit. Employees deciding to accept the membership will be required to sign up for the benefit. This membership is not

mandatory nor is it automatic. If a single membership is accepted, the value of this membership will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

25.02 If an employee chooses to enroll in a family membership, the single membership amount will be deducted from the total family amount. The employee would be required to pay the difference between the single and family membership. The single membership amount will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

ARTICLE XXVI **PARKS LEAD PERSON**

26.01 The assignment of Parks Lead Person shall be established with the following guidelines:

1. The Parks Lead Person will have authority over all employees in the Parks Department, with no disciplinary authority, reporting directly to the Parks & Recreation Director.
2. The Parks Lead Person will be responsible for scheduling employees in the Parks Department and assigning tasks.
3. The Parks Lead Person will be responsible for administrative functions in the Parks Department, i.e., timesheets, ordering of supplies, etc.
4. The Parks Lead Person position will be assigned to one (1) individual and shall not be assigned temporarily to different employees due to the Parks Lead Person being out for vacations or illness. Employee must possess a CDL-A.
5. The employee assigned to the position of Parks Lead Person shall be paid an additional amount per hour for performing these duties while being paid the Park Maintenance Technician rate. The employee assigned to this position shall receive retroactive 2017 rate of pay effective January 1, 2017.

| <u>2017</u> | <u>2018</u> | <u>2019</u> |
|---------------|---------------|---------------|
| <u>\$2.25</u> | <u>\$2.50</u> | <u>\$2.75</u> |

6. Effective on the date this Collective Bargaining Agreement becomes effective with Council adoption, with the creation of a Parks Lead Person, Paragraph 18.12 shall be removed in its entirety.

ARTICLE XXVII

TOTAL AGREEMENT

27.01 All disputes regarding the interpretation or application of the express provisions of this Agreement shall be settled in accordance with a grievance procedure. There shall be no strikes or cessation of work by the employee, or lockouts by the City during the term of this Agreement.

27.02 Should there be any such disputes or differences between the City and the Union, or between the City and any of the employees, such grievances shall be reduced in writing within five (5) days (working days) for the day of the alleged occurrence and submitted to the other party.

27.03 This Agreement represents the entire Agreement between the City and the Union.

ARTICLE XXVIII This Article is meant to be left blank.

ARTICLE XXIX

GENDER AND PLURAL

29.01 The use of male or female pronouns in the agreement is not intended to describe any specific employee, but is intended to refer to all employees regardless of sex.

ARTICLE XXX

LEGAL STATUS AND SEPARABILITY CLAUSE

30.01 If any provision of this Agreement is found to be in violation of any applicable Federal or State law by the court of highest authority, from which no appeal is taken, such provision shall now be placed into effect until the contravening law or order has expired, or until it may otherwise be legal to do so. The remaining provisions of this agreement shall not be affected and shall remain in full force and effect for its duration. In the event that any Article or Section is held invalid or enforcement or compliance with which has been restrained as set forth above. The parties shall enter

into immediate collective bargaining negotiations, upon the request of the Union or City, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXXI This Article is meant to be left blank.

ARTICLE XXXII **DURATION**

32.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2017, and shall continue in full force and effect until midnight, December 31, 2019.

32.02 Unless either party notifies the other in writing of a desire to change the terms of the Agreement at least sixty (60) days and not more than one hundred twenty (120) days prior to the expiration date, this Agreement will automatically continue in effect for the succeeding twelve (12) months, and will continue each twelve (12) months thereafter, unless change is requested as specified herein.

32.03 Upon notice being given by either party to amend, modify, or terminate this agreement, in accordance with the above paragraph, both parties agree to meet in negotiations within fifteen (15) days after such notice for the purpose of negotiations possible renewal of the Agreement.

32.04 If negotiations continue after December 31, 2019, or any year in which the contract is in effect, the existing contract shall remain in full force and effect until such negotiations are impasse or until a new agreement has been mutually accepted.

ARTICLE XXXIII **GRIEVANCE PROCEDURE**

33.01 Having a desire to create and maintain harmonious labor relations between them, the parties hereto agree that they will promptly attempt to adjust all grievances. Should a grievance arise, the aggrieved party shall use the following procedures as the sole means of settling such grievance.

33.02 Grievance within the meaning of this grievance procedure shall consist only of disputes about the interpretation or application of a particular article of this agreement and about alleged violations of the agreement.

- Step 1: When verbal agreement between the Employee and the Supervisor cannot be reached, the Employee aggrieved and the Union Steward shall review the grievance and, if required, shall give written notice to the Supervisor within five (5) working days of the occurrence. The Supervisor shall answer the grievance in writing within five (5) working days of receipt of the grievance. If settlement is not reached, then;
- Step 2: The employee and Union Steward, if desired, may present the grievance to his/her Director, within five (5) working days of receipt of Supervisor's answer in Step 1. The Director shall attempt to resolve the grievance within five (5) working days of receipt of the grievance. The Director's answer will be in writing. If settlement is not reached, then;
- Step 3: The grievance may be submitted by the Steward within five (5) working days of receipt of the answer in Step 2 to the City Manager/Safety Director or his designated representative, who shall attempt to resolve such grievance within ten (10) working days of receipt of the grievance.

ARTICLE XXXIV

ARBITRATION PROCEDURE

34.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision at Step 3, or a time limit default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet in an attempt to mutually select an arbitrator. In the event the parties cannot reach an agreement on the selection of an arbitrator, the Union will file for an arbitration panel from the Federal Mediation and Conciliation Service (FMCS). They will request only names from the State of Ohio, Metropolitan Region. Within fifteen (15) days of receipt of the arbitration panel, the parties shall select an arbitrator through the alternative strike method, with the Union striking first.

34.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

34.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

34.04 The hearing(s) shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.

34.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. In the event the arbitrator renders a split decision by neither denying nor sustaining the grievance in full, the costs of the arbitration shall be split equally between the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

34.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

34.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his/her rights as provided by the Grievance and Arbitration procedures herein contained.

34.08 The Arbitrator will be agreed upon by both parties.

ARTICLE XXXV

ASSISTANT BOOKKEEPER BACK-UP PLAN

35.01 In the event the Assistant Bookkeeper cannot fulfill his/her responsibilities in completing the payroll process, a back-up plan has been established. It may be necessary for more than one (1) Clerk II be trained in the process.

35.02 One or more Clerk II's shall be selected to be trained in completing the payroll process. This Clerk II could be either a full-time employee or a part-time employee.

35.03 During the training of this complete payroll process the Clerk II in training shall be paid at the Assistant Bookkeeper four (4) year rate.

35.04 When a trained Clerk II is utilized to complete the payroll process, that Clerk II shall be paid at the Assistant Bookkeeper four (4) year rate. The complete payroll process does not consist of just entering time sheets into the system. The complete payroll process, or significant part thereof, shall be defined by the Finance Director. This is non-grievable.

ARTICLE XXXVI

FAMILY MEDICAL LEAVE

36.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 (FMLA), and as set forth herein below.

36.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave. Any paid or unpaid leave shall be included in the computation of FMLA leave herein.

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

36.03 The annual twelve (12) month period shall commence and be measured forward from the date of the employee first uses the leave set forth above.

36.04 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

36.05 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

36.06 Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

36.07 Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

ARTICLE XXXVII

LEAVE OF ABSENCE

37.01 The nature of our operations is such that attendance on the job is critical. In unusual circumstances, however, employees are required to be away from their work for extended periods of time. If such a situation occurs, the City may make available the following Leave of Absence policies for employees who have been employed for more than six (6) continuous months:

MILITARY LEAVE: Employees drafted into the Armed Forces of the U.S. government, or otherwise conscripted by the Government, shall be granted a Leave of Absence for their duration with the Government. Upon termination of service with the Government, the employee shall be returned to work at his regular job with all his rights and privileges enjoyed including seniority accrued to the date of termination, provided he is able to do such work physically, and that he applied for re-instatement within ninety (90) days' time limit specified in the Universal Military Training and Service Act.

LEAVE OF ABSENCE: Upon any written application, any employee who has been actively and continuously employed by the City for two (2) years may be granted a Leave of Absence without pay, for a period not to exceed sixty (60) days. Except in emergency situations, the employee must make application for such leave, at least two (2) weeks prior to the date leave is to commence. The City, in its discretion, can extend a leave of Absence for a period not to exceed an additional sixty (60) days. Leave of Absence will be granted only where the requirements of the City permit, except for actual emergencies. Employees securing leave of Absence under false pretenses shall be discharged immediately. Employees granted a Leave of Absence shall notify their superior two (2) days in advance if they desire to return to work before the expiration of Leave. A Leave of Absence not in excess of sixty (60) days shall be included as active and continuous employment for seniority purposes.

ADMINISTRATIVE LEAVE: The Employer will provide Administrative Leave to all Employees covered by this agreement for the purpose of taking promotional or qualification tests for the City of Brunswick. Compensatory time may be used for this purpose.

EMPLOYMENT WHILE ON LEAVE OF ABSENCE: Any employee who is on Leave of Absence and engages in gainful employment without the written consent of the City during the time he is on such Leave of Absence, shall lose his seniority and/or be subject to discharge.

ARTICLE XXXVIII

RESIDENCY REQUIREMENT

38.01 All Employees must reside within a twenty-five (25) mile radius of the City of Brunswick. Any current full-time employee who resides outside the residency requirement shall be grandfathered. Effective January 1, 2005, all full-time employees shall be required to live within the twenty-five (25) mile residency requirement.

ARTICLE XXXIX

JURY DUTY

39.01 All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors, will receive their regular pay less their pay as juror for each hour worked while on jury duty, which shall not include "on call" jury time when employees are able to be at work. All benefits will accrue during jury duty time. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the supervisor.

ARTICLE XL

CALL BACK AND SHOW-UP PAY

40.01 When any Employee is called back to work before or after, but not continuous with his regular shift, he will be paid a minimum of four (4) hours at the appropriate overtime rate.

ARTICLE XLI

UNIFORMS - CLEANING ALLOWANCE

41.01 The City will provide five (5) uniform changes per week for Park Employees (including shorts during the summer months for Park Employees) and Building Inspectors.

41.02 The City will provide winter coats and spring coats for Building Inspectors. The Service Director/Chief Building Official will establish a policy for these purchases.

41.03 The City will provide winter coats and bibs for Park Employees. The Parks & Recreation Director will establish a policy for these purchases.

41.04 The City will provide raincoats, rain pants and boots for Park Employees and Building Inspectors.

41.05 All bargaining unit employees, excluding clerical employees, shall receive a One Hundred Fifty Dollars (\$150.00) boot/safety equipment allowance per year. Boots and/or shoes purchased by the employee must be designated "safety" article by the manufacturer. Safety equipment such as gloves, hats, cold weather or work gear, must also be approved of in advance by the Employer. Eligible employees will be reimbursed up to \$150.00 as follows: the employee will submit a request for safety boots or safety equipment and the Director or designee shall approve or deny the request within five (5) work days. If approved, the employee will then purchase the safety boots, shoes or safety equipment and will submit the receipt to the Employer for reimbursement. Any monies not spent will not be extended over into the next calendar year. If the request for purchase is denied, such denial shall not be grievable.

41.06 The Employer agrees to pay the Clerks and Assistant Bookkeeper a one (1) time wage adjustment of one and one-half percent (1.5%) for the Year 2004 only. (In lieu of the cleaning allowance.) The rates listed include this wage adjustment.

41.07 Due to the fact that on June 1, 2004, the Clerks and Assistant Bookkeeper received one-half (½) payment of their cleaning allowance, the City will increase their 2003 rate by the one and one-half percent (1.5%) and paying the net amount between the one and one-half percent (1.5%) amount and the One Hundred Seventy-Five Dollars (\$175.00) already paid.

ARTICLE XLII

PERSONNEL FILES

42.01 A copy of any material to be placed in an Employee's personnel file shall be presented to the Employee within three (3) working days after receipt in the Civil Service Office or Director's file. No anonymous or unsigned information will be placed in an Employee's personnel file.

42.02 The Employee may have access to his personnel file during regular working hours.

42.03 Material not in an Employee's file, at the time of a disciplinary action is taken, shall not be used against the Employee during grievance proceedings.

42.04 Disciplinary actions that are more than three (3) years old shall not be used for further disciplinary action.

ARTICLE XLIII

WORK BREAKS

43.01 All Employees shall be given a paid ten (10) minute break. The first shall be as near as practical, midway through the first half of the shift and the second as near as practical, midway through the second half of the shift during regular work hours.

43.02 Paid ten (10) minute breaks will also be given in the following instances:

- a. At the end of the regular work shift when overtime is scheduled
- b. In between every two (2) hours of overtime

43.03 If any Employee is required to work through or skip a scheduled lunch period, at the request of his supervisor, such Employee shall be paid at the applicable pay rate in lieu of taking lunch.

ARTICLE XLIV

JOB CLASSIFICATION

44.01 The Employer shall make available to the Union all applicable job specifications for all employees covered by this agreement.

- a. Job descriptions shall be written for every job classification covered by this Agreement.

ARTICLE XLV

STEWARDS

45.01 The Union shall appoint a Chief Steward and an Assistant Steward from among the bargaining unit employees.

45.02 The Employer shall not hinder, coerce, restrain or interfere with the stewards during their performance of official Union business. Union business will not be conducted during working hours unless approved by the City.

45.03 Employees shall have the right to have a Steward present at any time disciplinary action is given by any Department Head.

45.04 In the event of a work place injury or illness, the Employee shall immediately notify the Employer and the Employer shall assume the responsibility to take care of the Employee's personal belongings and to assure proper emergency medical care.

45.05 The Steward shall have the right to use the Employer's telephone regarding Union business at Union expense during non-working hours. Telephones may be used to coordinate meetings with another bargaining unit member.

ARTICLE XLVI **EDUCATION REIMBURSEMENT**

46.01 The City will agree to reimburse an employee for training programs specifically related to their employment position and pre-approved by the Department Head.

ARTICLE XLVII **SENIORITY**

47.01 Seniority shall be defined as the length of time an employee has been employed by the City of Brunswick in a full-time capacity. Seniority for newly hired employees shall accrue from the original date of hire once a probationary period of one hundred eighty (180) days has been satisfied.

47.02 Seniority shall prevail and apply to lay-off and recall according to O.R.C. 124.321.

47.03 The Employer shall post a notice of all Civil Service vacancies. Employees shall be given ten (10) working days in which to make application to fill the vacancy or new position created.

47.04 Promotions to Civil Service vacancies will be in accordance with O.R.C. 124.31.

47.05 Employees shall not suffer any loss of pay for applying for or taking any promotion test for the City of Brunswick.

47.06 Promotions to classified positions for City Employees shall be in accordance with O.R.C. 124.26©).

47.07 No new full-time, part-time, temporary Employee in the same classification will be hired, or part-time Employee retained, while regular full-time employees in the same classification are on lay-off status or working less than a regular work week.

47.08 Continuous service with the Employer shall not be considered broken unless the Employee:

1. Resigns
2. Is discharged for just cause
3. Is absent due to a lay-off for more than twelve (12) months
4. Absent from work two (2) days without notifying the City
5. Any unexcused absence, if absence is asked for and refused
6. Any laid off Employee who is called back to work and fails to contact Department Head five (5) days after return notice is sent to the Employee by Certified Mail by the City to his last known address appearing on City records

ARTICLE XLVIII

PERSONAL HOURS

48.01 An Employee may use up to sixteen (16) hours of sick time hours for personal hours. A maximum of eight (8) hours and a minimum of one (1) hour can be used on any given day.

[SIGNATURES ON NEXT PAGE]

ARTICLE XLIX

EXECUTION

49.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 26th day of June, 2017.

FOR TEAMSTERS LOCAL 52 :



David D. Dudas
Principal Officer

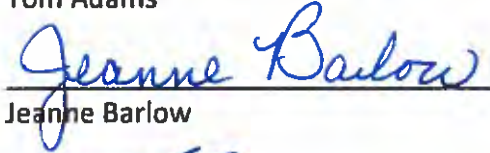
FOR THE EMPLOYER:



Carl S. DeForest
City Manager/Safety Director



Tom Adams



Jeanne Barlow



Drew Flood

DIRECTOR OF FINANCE CERTIFICATE

I, Todd Fischer, Finance Director, hereby certify that sufficient funds are in the City Treasury, or in the process of collection, to the credit of the proper fund, free of any outstanding encumbrances or obligations. This Certificate is approved based on current information.

A handwritten signature in blue ink that reads "Todd R. Fischer". The signature is written in a cursive style with a horizontal line underneath it.

Todd Fischer
Finance Director

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 63-17

BY: Committee-of-the-Whole

AN ORDINANCE ACCEPTING THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 52 (DIVISION OF FINANCE, PARKS AND RECREATION, PERMITS AND INSPECTIONS AND CLERICAL EMPLOYEES OF THE DIVISION OF FIRE) FOR A PERIOD OF THREE (3) YEARS EFFECTIVE JANUARY 1, 2017 THROUGH DECEMBER 31, 2019.

WHEREAS: The previous Collective Bargaining Agreement with the expired on December 31, 2016; and

WHEREAS: The City of Brunswick and the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical Employees of the Division of Fire) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement effective January 1, 2017 through December 31, 2019.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the Council of the City of Brunswick hereby accepts the Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical Employees of the Division of Fire) for a period of three (3) years effective January 1, 2017 through December 31, 2019, as attached hereto as Exhibit "A".

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.


PASSED: 1st Reading July 10, 2017

2nd Reading July 11, 2017

3rd Reading July 24, 2017

ADOPTED: July 24, 2017 AYES 6 NAYS 0

ATTEST:


Clerk of Council
Barbara J. Ortiz, CMC