



AGREEMENT

between

THE CITY OF BRUNSWICK

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 52

DIVISION OF STREETS

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, State of Ohio, 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

MANAGEMENT RIGHTS

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.

3.02 Matters of inherent management policy, which are not abridged by this Agreement, shall include, but are not limited to, such areas of discretion of policy, as the functions, and programs of the City, standards of service and its overall budget, utilization of technology, organizational structure and selection and direction of personnel, determination of the number of hours per day 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 requirements termed by the City, the establishment and change of work schedules, the right to take 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 the City business, provided, however, that subletting of work shall not be used for the purpose of discriminating against members of the bargaining unit as the bargaining unit existed as of January 1, 1976.

3.03 Nothing herein contained shall be construed to limit the power of the City to suspend, or discharge any employee, or to terminate any employment for disciplinary

reasons. Nothing herein contained shall be construed to limit the power of the City to lay off because of lack of work or shortage of available funds appropriated for payment of wages. Seniority shall prevail.

ARTICLE IV

RECOGNITION

4.01 The City hereby recognizes the Union as the sole and exclusive bargaining representative of its regular full-time employees of the Division of Public Properties, excluding casual employees, students employed during vacation, management level employees, supervisors, first level supervisors, confidential employees.

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 account of race, color, creed, age, sex, handicap, or national origin.

ARTICLE VI

DUES DEDUCTIONS

6.01 The Finance Director is hereby authorized to deduct from compensation payroll to Union employees of the Service Department, such amount as may be authorized by said employee, in writing, for the purpose of payment to International Brotherhood of Teamsters Local 52 for dues.

6.02 The employer agrees to deduct monthly Union dues, and/or Union assessments of the local Union from the first pay of each month, from any employee from whose written authorization is received and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made.

6.03 Dues check off authorization is to be voluntary, but once given, it may not be revoked until fifteen (15) days prior to the expiration of this Agreement.

6.04 The Union agrees to indemnify and save the employer harmless from any and all claims, suits, and other forms of liability arising out of actions taken by the employer for the purpose of complying with provisions of Article 6.01 and 6.02 above.

ARTICLE VII

AGENCY SHOP

7.01 All employees who are members of the Union as of the date of this Agreement, and all employees who hereinafter become members of the Union shall, as a condition of their employment, maintain their membership in good standing in the Union for the duration of this Agreement.

7.02 Employees who are, or who may become members of the Union, may resign from the Union during the period of fifteen (15) days prior to the expiration of this Agreement.

7.03 Fair Share Fee: 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.

7.04 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. 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.

7.05 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.

7.06 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. The fair share fee amount shall be certified to the Employer 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.

7.07 Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein. The Employer 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.

7.08 The Union warrants and guarantees to the Employer 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.

ARTICLE VIII

NO-STRIKE

8.01 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.

8.02 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) from the day of the alleged occurrence and submitted to the other party.

ARTICLE IX

PROBATIONARY PERIOD

9.01 All newly hired employees shall be considered probationary employees for a period of six (6) months from the beginning of employment, during which time, they shall have no seniority. Probationary employees will be eligible for insurance as of the beginning of the fourth (4th) month from the date at which they start. A new employee may be summarily dismissed during such probationary period at the sole discretion of the City.

9.02 If such employee is retained beyond the probationary period, he shall immediately thereafter be classified as a regular employee and his seniority shall commence as of the date of his appointment unless previous agreements are agreed to by both the Union and the City.

ARTICLE X

WORK WEEK AND HOUR REGULATIONS

10.01 A normal work week consists of five days, Monday through Friday, from 7:30 a.m. to 4:00 p.m., except as may be provided by additional shift scheduled during winter operations. Winter shift operations shall commence between November 15 and December 15 and shall end on a Friday, between February 15 and March 31. This shift shall start at 11:30 p.m. and end at 8:00 a.m. All employees will be offered this shift, on a seniority basis, every four (4) weeks. The City will provide twenty-four (24) hour notice to the employees prior to the implementation of the winter shift at the start of each winter season.

10.02 One (1) half hour is provided each day for lunch. This half (½) hour period will start between 11:00 a.m. - 1:30 p.m. Employees may be required to eat on the job site.

10.03 Two (2) ten (10) minute coffee breaks to be taken on the job site. Late departure to the work site or early return to the garage, unless authorized, shall be cause for disciplinary action. Early return shall mean more than ten (10) minutes before lunch or quitting time. Any employee who continually fails to report for work on time or leaves his work station early, shall have his pay reduced according to the following schedule:

- a. Loss of 6 to 12 minutes of work = .2 hour of pay deduction
- b. Loss of 13 to 18 minutes of work = .3 hours of pay deduction
- c. Loss of 19 to 24 minutes of work = .4 hours of pay deduction
- d. Loss of 25 to 30 minutes of work = .5 hours of pay deduction
- e. Loss of 31 to 36 minutes of work = .6 hours of pay deduction
- f. Loss of 37 to 42 minutes of work = .7 hours of pay deduction
- g. Loss of 43 to 48 minutes of work = .8 hours of pay deduction
- h. Loss of 49 to 54 minutes of work = .9 hours of pay deduction
- i. Loss of 55 to 60 minutes of work = one (1) hour of pay deduction

10.04 All employees will receive time and one half pay for all hours worked outside of the scheduled work day (Monday through Friday, 7:30 a.m. to 4:00 p.m., and during winter shift operations). If an employee fails to work eight (8) hours on a scheduled work day due to no fault of the City, he will not receive time and one-half pay until he completes eight (8) hours of work. All employees will receive time and one-half for all hours worked on Saturday and Sunday.

10.05 All hours worked beyond twelve (12) hours in a day, shall be paid double time an employee's regular rate of pay. Such twelve hours worked in a day must be consecutive hours worked in order to be eligible for the double time overtime pay. This payment cannot be converted into compensatory time.

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

10.07 Each employee must make a choice of pay or compensatory time upon submission of their time sheet for that pay period. If an employee does not make this choice, he shall be paid time and a half.

10.08 Maximum accrual of compensatory leave shall not exceed one hundred eighty (180) hours at any one time. When an employee has accrued the maximum compensatory time off of one hundred eighty (180) hours, all overtime worked shall be paid at the applicable rate.

10.09 For each employee, the City will pay out eligible comp hours earned as of the last work day of the first payroll period ending in November. Finance will provide employees with their available balance in November. Employees must have their comp carryover selection to Payroll, in writing, no later than fourteen (14) days after notification of balance by Finance. If written carryover selection is not received by Payroll by the previously mentioned deadline, any balance up to the maximum amount of forty-eight (48) hours will be automatically carried forward. Any hours over the carryover amount will be paid accordingly. Payment will occur as early as practically possible, but no later than December 20th. Accumulation of compensatory time will begin on the first day after the first payroll period ending in November and continue for 365 days. Hours paid shall be at the employee's current rate of pay as of the last work day of the last payroll period ending in November.

All employees must use their accrued compensatory time prior to December 15th of each calendar year. However, the City will allow for a maximum of forty-eight (48) hours of compensatory time to be carried into the next calendar year. All accrued compensatory time not used by December 15th or carried forward shall be paid to the employee at time and one-half.

ARTICLE XI

HOLIDAYS

11.01 Employees will observe thirteen (13) holidays.

11.02 Employees will be paid eight (8) hours pay at straight time for a holiday not worked. If they work, they will be paid the Holiday plus time and one-half (1-1/2).

11.03 Holiday pay will be paid if the employee works the full workday preceding, and the next full workday after said Holiday, unless excused because of illness, substantiated by a certificate signed by a doctor, at the discretion of the Department Director. The following Holidays will be observed:

2017

| | | |
|----------|------------------------|-------------|
| Monday | New Year's Day | January 2 |
| Monday | President's Day | February 20 |
| Friday | Good Friday | April 14 |
| Monday | Memorial Day | May 29 |
| Tuesday | Independence Day | July 4 |
| Monday | Labor Day | September 4 |
| Monday | Columbus Day | October 9 |
| Thursday | Thanksgiving Day | November 23 |
| Friday | Day After Thanksgiving | November 24 |
| Monday | Christmas Eve | December 25 |
| Tuesday | Christmas Day | December 26 |
| Friday | New Year's Eve | December 29 |
| _____ | Floating Holiday | _____ |

2018

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

2019

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

11.04 If any of the Holidays fall on a Sunday, the following Monday will be considered the Holiday. If a Holiday falls on a Saturday, the preceding Friday will be considered a Holiday.

11.05 When scheduling "floating holidays" adequate coverage in the Department must be maintained.

ARTICLE XII **VACATIONS**

12.01 Each full-time employee shall earn and be entitled to weekly paid vacation in accordance with the following schedule:

| | |
|---|-----------------|
| Upon completion of : | <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 with one (1) year, but less than five (5) years of service, may take vacation one (1) day at a time up to a total of five (5) days. Employees with five (5) or more years of service may take vacation one (1) day at a time up to a total of ten (10) days. These five (5) or ten (10) days must be taken in whole day increments and must be requested a minimum of five (5) days prior to taking same and must be approved by the Department Head. The remaining vacations must be taken in minimum of one (1) week.

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 within the Department.

12.06 Each employee will be granted vacation based on the number of years of service. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). 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.

12.09 Each employee shall be deemed to have earned his vacation and pay as of his eligibility date, even though he does not take vacation or receive vacation pay at the time. Further, if the employment of an employee with one (1) or more years of service is terminated prior to his eligibility date, he shall receive vacation pay pro-rated in accordance with the number of months he had worked since his preceding eligibility date. However, if an employee quits his job without two (2) weeks' notice, he shall forfeit his termination vacation pay. Twenty-five percent (25%) of the employees will be permitted on vacation at any one time.

ARTICLE XIII

SICK LEAVE

13.01 Each employee will begin accumulating 1-1/4 sick days per month or 4.6 hours per eighty (80) hours worked after the first month of hire. Each employee will continue to accumulate sick leave at the rate of 1-1/4 days per month or 4.6 hours per eighty (80) hours worked.

13.02 In any case where an employee has accumulated sixty (60) days, provided in the above, and in the following calendar year, he/she is entitled to a minimum accumulation of fifteen (15) sick days, as an incentive to said man/woman not to use the sick days beyond the maximum, he/she shall be reimbursed at the end of said year for sick days not used in excess of sixty (60) days at a rate of ½ day's pay for each sick day not used. One-half (½) day's pay will be the employee's base hourly rate times four hours. 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 duties, must call the City office and talk to his supervisor each day he is off. If the employee, or spouse, fails to call prior to his scheduled starting time on the days in which he is to work, he will be docked one (1) day's pay for that day.

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

13.05 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 (8) day, immediately upon returning to work and for any days thereafter. Employees submitting a doctor's certificate for an absence will be considered to have not used any of the eight (8) days.

13.06 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.

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, he shall be paid a maximum of three (3) days earnings at his regular rate. Such three (3) days will be any three (3) consecutive days which must include the day of the funeral. A member of the immediate family shall be considered an employee's spouse, parents,

children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step siblings, or a legal guardian or other person who stands in the place of a parent. 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.

14.02 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.

14.03 In the event of the death of a, grandparent-in-law, the employee shall be paid for the absence on the day of the funeral.

14.04 The intent of this provision shall be to protect the employer of lost earnings. Thus, the maximum of three (3) days in the event of a death in your immediate family is not a guarantee of three (3) paid days off. The days used as Funeral Pay will not be deducted from Sick Time.

14.05 If an employee's above relative dies while an 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 employee who is required to take off from duty to report for summer camp duty 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. Training notice and pay voucher must be presented to the City issuing compensation.

ARTICLE XVI

INSURANCE

16.01 Effective January 1, 2017, all employees under the City plan 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> |
|--------|-------------|-------------|-------------|
| Plan 1 | 15% | 15% | <u>16%</u> |
| Plan 2 | 15% | 15% | <u>16%</u> |
| Plan 3 | <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 in what had been paid for the year for the employee in insurance premiums.

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 Employee 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 or leave of absence, the Employer will not be obligated to pay for insurance coverage beyond the end of the month in which such action begins.

16.06 The Employer reserves the right to change insurance carriers or coverage during the term of this Agreement so long as the benefits are same.

16.07 When an employee is returned to work following an absence from work due to illness or injury, which is not the result of their work, their insurance will commence the first date of his return to work.

16.08 One of the most important benefits an employee working for the City receives is Group Hospitalization and Group Surgical Plan along with a Major Medical Plan. In addition, the City agrees to provide the following insurance:

Major Dental Program
Prescription Drug Service Program
Visual Care Program
Flexible Plan beginning in 1999

16.09 The City will provide Major Medical coverage for the employees in the following manner:

A. Single Coverage: \$50.00 Deductible and \$50.00 co-insurance payments when using providers in-network. \$100.00 Deductible and \$150.00 co-insurance payments when using non-network providers.

B. Family Coverage: \$100.00 Deductible and \$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 full-time employee. The policy will cover \$1,000 life insurance for every \$1,000 the employee earns 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 full ninety (90) days from their date 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 of each year.

| <u>YEARS OF SERVICE COMPLETED</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 |
| 26 | \$2,800.00 | 2,800.00 | 2,800.00 |
| 27 | \$2,900.00 | 2,900.00 | 2,900.00 |
| 28 | \$3,000.00 | 3,000.00 | 3,000.00 |
| 29 | \$3,100.00 | 3,100.00 | 3,100.00 |
| 30 | \$3,200.00 | 3,200.00 | 3,200.00 |

ARTICLE XVIII**WAGES**

18.01 In consideration of mutual covenants herein contained, the parties agree as follows: Effective January 1, 2017 through December 31, 2019, compensation paid to the following Union employees at the Division of Public Properties shall be:

18.02 EQUIPMENT OPERATOR - One (1) man full-time, qualified to operate gradall, backhoe, loader, motorized rollers and compactors, tractor (berm mowing, drilling, grading) and grader available all hours, and capable of supervising a crew in performing such jobs as assigned to them shall receive:

| <u>Year</u> | <u>Start</u> | <u>6 Months</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>4 Years</u> |
|-------------|--------------|-----------------|---------------|----------------|----------------|----------------|
| <u>2017</u> | <u>24.82</u> | <u>26.10</u> | <u>27.47</u> | <u>27.77</u> | <u>27.95</u> | <u>28.88</u> |
| <u>2018</u> | <u>25.56</u> | <u>26.88</u> | <u>28.30</u> | <u>28.60</u> | <u>28.78</u> | <u>29.75</u> |
| <u>2019</u> | <u>26.33</u> | <u>27.68</u> | <u>29.15</u> | <u>29.46</u> | <u>29.65</u> | <u>30.64</u> |

18.03 MECHANIC - Minimum One (1) man available all hours qualified to maintain City equipment beyond the preventative maintenance stage, shall receive:

| <u>Year</u> | <u>Start</u> | <u>6 Months</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>4 Years</u> |
|-------------|--------------|-----------------|---------------|----------------|----------------|----------------|
| <u>2017</u> | <u>24.82</u> | <u>26.10</u> | <u>27.47</u> | <u>27.77</u> | <u>27.95</u> | <u>28.88</u> |
| <u>2018</u> | <u>25.56</u> | <u>26.88</u> | <u>28.30</u> | <u>28.60</u> | <u>28.78</u> | <u>29.75</u> |
| <u>2019</u> | <u>26.33</u> | <u>27.68</u> | <u>29.15</u> | <u>29.46</u> | <u>29.65</u> | <u>30.64</u> |

18.04 MAINTENANCE MAN - Regular full-time employees available all hours, qualified to operate equipment or perform mechanical work shall receive the following rate of pay when operating equipment or performing mechanical work:

| <u>Year</u> | <u>Start</u> | <u>6 Months</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>4 Years</u> |
|-------------|--------------|-----------------|---------------|----------------|----------------|----------------|
| <u>2017</u> | <u>24.82</u> | <u>26.10</u> | <u>27.47</u> | <u>27.77</u> | <u>27.95</u> | <u>28.88</u> |
| <u>2018</u> | <u>25.56</u> | <u>26.88</u> | <u>28.30</u> | <u>28.60</u> | <u>28.78</u> | <u>29.75</u> |
| <u>2019</u> | <u>26.33</u> | <u>27.68</u> | <u>29.15</u> | <u>29.46</u> | <u>29.65</u> | <u>30.64</u> |

18.05 When performing all other services, they shall receive:

| <u>Year</u> | <u>Start</u> | <u>6 Months</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>4 Years</u> |
|-------------|--------------|-----------------|---------------|----------------|----------------|----------------|
| <u>2017</u> | <u>21.79</u> | <u>22.96</u> | <u>24.12</u> | <u>24.71</u> | <u>25.39</u> | <u>27.36</u> |
| <u>2018</u> | <u>22.44</u> | <u>23.65</u> | <u>24.85</u> | <u>25.45</u> | <u>26.15</u> | <u>28.18</u> |
| <u>2019</u> | <u>23.12</u> | <u>24.36</u> | <u>25.59</u> | <u>26.21</u> | <u>26.94</u> | <u>29.03</u> |

18.06 LABORER - All full-time employees available all hours, working as a Laborer, shall receive:

| <u>Year</u> | <u>Start</u> | <u>6 Months</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>4 Years</u> |
|-------------|--------------|-----------------|---------------|----------------|----------------|----------------|
| <u>2017</u> | <u>18.69</u> | <u>19.70</u> | <u>20.74</u> | <u>21.28</u> | <u>21.82</u> | <u>22.98</u> |
| <u>2018</u> | <u>19.25</u> | <u>20.29</u> | <u>21.37</u> | <u>21.92</u> | <u>22.48</u> | <u>23.67</u> |
| <u>2019</u> | <u>19.82</u> | <u>20.90</u> | <u>22.01</u> | <u>22.58</u> | <u>23.15</u> | <u>24.38</u> |

18.07 Maintenance men shall receive Mechanic's pay while they are performing oil changes on trucks and heavy equipment.

18.08 Maintenance men shall receive Operator's pay while operating equipment from the time he leaves the garage until he returns, unless assigned to another job.

18.09 Mechanics will not operate heavy equipment on a job site if Maintenance men are available unless in case of an emergency.

18.10 While snow plowing, only one (1) man will be permitted in a truck unless otherwise directed by the City. A minimum of two (2) men will be called out during snow plowing operations.

18.11 CONCRETE AND CARPENTERS WAGES - Payments of Concrete and Carpenters wages will be issued for the following: Sawing, building, fitting together and installing wood forms for any concrete work. Sawing and building wood headwalls, while installing concrete forms. Any other work that would come under the trade of a carpenter. After any matching work is done, and hand work that needs to be done for forms to fit. Pouring, 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 and outside brick or block work. Use of concrete saw (man using saw only). Use of concrete grinder (man using grinder only).

The hourly rate for performing such work shall be:

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

18.12 Any employee assigned to work during the designated winter shift hours, as set forth in Article X, shall be entitled to a winter shift differential based upon the actual number of hours worked of an amount of thirty-five cents (\$.35) per hour starting November 1, 2017. This applies to any winter shift any day of the week.

18.13 It shall be mandatory for all full time employees of the Division of Streets to have their bi-weekly pay checks direct deposited.

ARTICLE XIX OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM

19.01 The City will continue the State mandated pension system.

19.02 The City will pay the Employee's retirement contribution up to a maximum amount of 10% for the duration of this Agreement.

19.03 The City will provide deferred compensation retirement plans.

ARTICLE XX LAY-OFF AND RECALL

20.01 In all cases of lay-offs and recalls, seniority of the employees on the roster shall govern subject to the ability to perform a particular job and according to job classification.

20.02 Employees last hired shall be first laid off, provided those employees remaining are capable of performing the available work.

20.03 When the City recalls an employee, the employees on lay-off shall be called in reverse order in which they are laid off, provided such employees are capable of performing the available work.

20.04 The determination of the ability of an employee to perform the available work shall rest with the City, subject to the grievance procedure of this Agreement.

ARTICLE XXI

COMMERCIAL DRIVER'S LICENSE

21.01 The City will reimburse the employees of the Division of Streets the renewal fee for their Commercial Driver's License. Proof of renewal and receipt must be submitted to the Service Director and Administrative Services for approval prior for reimbursement. Annually, a current copy of each employee's driver's license and renewal, if applicable, must be submitted to the Service Director and to Administrative Services for verification.

21.02 All bargaining unit employees who have a Class A CDL shall receive an additional fifty cents (\$.50) per hour when operating equipment that requires a Class A CDL endorsement.

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. In 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 body 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 a 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 is to be made 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 Wellmess 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, Biometrics and Lunch and Learn. The Union and the Health Care Committee will have input into the required criteria for 2019. If no mutual agreement is reached for 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 the Division of Streets shall be evaluated on a scheduled basis by Administration. Each employee shall be afforded every opportunity to provide written comments about the evaluation.

ARTICLE XXV

USE OF CITY VEHICLES

25.01 Laborers shall be permitted to use ½, ¾ and one ton trucks for purposes of transportation of persons, tools or materials, but will not operate snow plows or dump beds.

ARTICLE XXVI

RECREATION CENTER MEMBERSHIP

26.01 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.

26.02 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 XXVII

EMERGENCY BACK-UP

27.01 During the winter months there can be snow events that may cause our Division of Street employees to work the maximum number of hours per the Department of Transportation and/or cause the drivers to be fatigued.

27.02 In an effort to insure the safety of the travelers in our City, and to insure the safety of our employees, it is imperative that we continue plowing and salting operations once the above has occurred.

27.03 The City and Union have agreed to employ seasonal truck drivers in the Service Department for the task of plowing snow and salting. These employees may be employed during the months of November 1 through March 31. These employees shall be utilized on an emergency basis only. It is agreed that these employees will be used to augment the full-time work force in cases where the full-time employees state they are exhausted or fatigued or they are unavailable for work. This language does not limit management's ability to make a reasonable determination of an employee's ability to perform the work.

27.04 This is not an administrative attempt to erode the Union and is designed to be mutually beneficial.

ARTICLE XXVIII This Article is meant to be left blank.

ARTICLE XXIX **GENDER AND PLURAL**

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

ARTICLE XXX This Article is meant to be left blank.

ARTICLE XXXI **SEPARABILITY AND SAVINGS CLAUSE**

31.01 If any article or section of this Agreement should be held invalid by operation of law or 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. Any masculine terms as used herein shall include the feminine and vice-versa.

31.02 In the event that any article or section is held invalid or enforcement of, or compliance with, which has been restricted as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request

of the Union or the City, for, the purpose of arriving at a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.

31.03 This Agreement is for the period January 1, 2017, through December 31, 2019. All monetary items and benefits are considered to be binding.

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 Either the City or the Union may initiate negotiations by letter of submission forwarded to the other party by September 1st of the year in which this Contract expires.

32.03 The parties shall hold their first negotiation session by September 15th, at which time they will jointly notify SERB of the commencement of negotiations.

32.04 Negotiation procedures shall be in compliance with Chapter 4117 ORC. All negotiation sessions shall be closed to the public and media and conducted during a time mutually agreed upon by the respective parties, and the parties agree not to “go public” with the issues of the negotiations without giving the other party prior notice of such intent.

ARTICLE XXXIII

GRIEVANCE PROCEDURE

33.01 A Grievance Committee shall be selected by the Union members within the Division of Public Properties consisting of not more than three (3) full-time employees who are members of the Union.

33.02 In the event of any controversy concerning the meaning or application of any provision of this Agreement, there shall be no suspension of work, but such controversy shall be treated as a grievance and shall be settled, if possible, by the Grievance Committee and the City in the following manner:

Step 1: In the event an employee, covered by this Agreement, has a grievance, he shall discuss such grievance with his immediate supervisor and attempt to rectify same grievance, either alone or accompanied by his Steward. If the employee so wishes.

Step 2: In the event the employee cannot resolve the grievance with his immediate supervisor, he shall submit same grievance in writing to the Grievance Committee, with a copy given to the Union. Said Grievance Committee shall review the grievance.

Step 3: If the Grievance Committee finds merit in the grievance, the Committee shall file said grievance in writing to the Service Director within ten (10) days from the occurrence of the grievance. The Service Director shall meet in an attempt to settle said grievance within fifteen (15) working days from the date that the grievance is presented to the Service Director.

Step 4: In the event no agreement is reached in Step three, within fifteen (15) working days, it shall be submitted to the City Manager and/or his representative and they shall meet with representatives of the Union and attempt to settle said grievance. The party so designated shall meet and attempt to adjust the grievance within fifteen (15) working days from the date grievance is presented to the City Manager.

33.03 A copy of all communications shall be sent to the Union.

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 4, or a time limit default by the Employer at Step 4, 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, 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 This Article is meant to be left blank.

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. Employees who do not maintain good attendance records can be subject to disciplinary action. In unusual circumstances, however, employees are required to be away from their work for extended periods of time when 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 reinstatement 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 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 thirty (30) days shall be included as active and continuous employment for vacation purposes.

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.

ACTIVE PAY STATUS: When an employee is receiving a normal rate of pay for hours worked, including sick time, vacation pay, holiday pay and bereavement pay.

ARTICLE XXXVIII

RESIDENCY REQUIREMENTS

38.01 All employees must reside within a fifteen (15) mile radius of the City of Brunswick. Effective January 1, 2005, all full-time employees shall be required to live within the fifteen (15) mile residency requirement.

ARTICLE XXXIX

EMERGENCY CALL INS

39.01 All employees properly reporting for work shall be guaranteed a minimum of four (4) hours work, at time and one-half, at such assignment set forth by the Service Director or Supervisor. This shall pertain to emergency call-in only. All employees are expected to report for emergency call ins. Any employee not responding for emergency call in, may be cause for disciplinary action. Employees given City cell phones, or by the employee's choice has provided a single personal contact number, must answer when called for official duties or work-related issues, or provide a reasonable explanation as to why they were not available. Any costs related to the employee's personal contact number shall be borne by the employee.

ARTICLE XL

JOB STEWARD

40.01 The Employer recognizes the right of the Union to designate one (1) Job Steward and two (2) Alternates. The authority of the Job Steward and the Alternate so designated by the Union shall be limited to and not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
2. 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 -
 - a. have been reduced in writing; or,
 - b. if not reduced in writing, are of a routine nature and does not involve work stoppages, refusal to handle goods, or any other interference with the City's business.

40.02 The Job Steward and Alternate have no authority to take strike action or any other action interrupting the City's business.

40.03 The City recognizes these limitations upon the authority of the Job Steward and his Alternate, and shall not hold the Union liable for any unauthorized acts. The City, in so recognizing such limitations, shall have the authority to impose discipline, including discharge, in the event the Job Steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

40.04 The Job Steward shall be permitted time off without pay to investigate, present and process grievances on or off the property of the City, but such time off shall not be granted at a time when it would unreasonable interfere with operations.

ARTICLE XLII

UNIFORM ALLOWANCE

41.01 The City of Brunswick will provide a daily change of uniforms for each employee.

41.02 The City agrees to pay to each employee who has been on active duty for the past year, a uniform and equipment replacement allowance one (1) time during the three (3) year contract, an amount of Two hundred seventy-five dollars (\$275.00).

In order to use this benefit, an employee must use a City of Brunswick purchase order. Only items on the approved purchase list designated by the Director may be made using these monies to include Carhart quality jackets, spring and winter jackets, gloves, rain gear, etc.

41.03 Safety reflective T-shirts may be worn in summer months.

41.04 All bargaining unit employees shall receive a One Hundred Fifty Dollar (\$150.00) shoe/boot allowance per year. Boots and/or shoes purchased by the employee must be a designated "safety" article by the manufacturer. Reimbursement will be made, to the employee for the purchase of shoes or boots upon submitting a receipt showing the amount paid and verifying they are a "safety" designated article by the manufacturer. Any amount over the \$150.00 will be paid for by the employee. A reimbursement form shall be provided by the Employer. Monies not spent will not be extended over into the next calendar year.

ARTICLE XLIII

WORKING FOREMAN

42.01 The non-union position of Working Foreman shall be established with the following guidelines:

1. This position will have supervisory authority over all employees governed by this contract.

2. This position may perform any of the jobs or functions; or operate any vehicles or equipment of the City provided that -
 - a. No union members who are eligible to perform the job or function, or operate vehicles or equipment, are available to perform these duties.
 - b. If a union member, who is eligible to perform the job or function, or operate the vehicle or equipment, becomes available to perform these duties, the Foreman shall cease to perform the work and assign it to a union member.
 - c. The position of Working Foreman will not be eligible for overtime in lieu of union members.

42.02 It is the intent of the City to establish the position of Working Foreman to provide competent supervision and an adequate working force. It is also the intent of the City to not displace any union member from earning a rate of pay for which he is eligible to perform. It is not the intent of the City to reduce the union working force by the establishment of this position.

ARTICLE XLIII **JOB PROTECTION**

43.01 Seniority shall commence from the date of hire by the City of Brunswick. However, there shall be a six (6) month probationary period for all employees.

43.02 Seniority will be considered ended and all seniority rights ended and terminated so that no period of employment will be counted as seniority for any of the following reasons:

1. Discharge
2. Volunteer Quitting
3. Absence from work two (2) days without notifying the City
4. Any laid-off employee who is called back to work and fails to contact the Department Head three (3) days after return notice is sent to employee by the City to his last known address appearing on the City's records
5. Lay-off for one (1) year

43.03 Promotions shall be based on the following factors:

- a) Skill and ability by an employee to fill the vacant job. Skill and ability will be of primary importance in determining the employee's right to a promotion where a vacancy exists. Skill and ability to be determined by the Department Head and shall meet the ability to do the available job in a workman like manner.
- b) Physical Fitness
- c) For those jobs covered by Civil Service, a Civil Service examination will be required and Civil Service policies will prevail.

ARTICLE XLIV **BLOOD DONATIONS**

44.01 Employees will be permitted two (2) hours off with pay each year to donate blood at the local bloodmobile or donation station. All donations will be credited to International Brotherhood of Teamsters Local 52. The two (2) hours shall be utilized in one (1) day.

ARTICLE XLV **CREDIT UNION**

45.01 The Finance Director is hereby authorized to deduct from compensation payroll to Union employees of the Service Department, such amount as may be authorized by said employee, in writing, for purpose of deposit in to Teamsters Credit Union providing all employees of the City are provided the opportunity to utilize the full services of the Credit Union. When such deduction is authorized by said employee, the amount so deducted shall be paid by the Finance Director to International Brotherhood of Teamsters Local 52 for the purpose specified. Authorized deductions may only be modified on January 1st and July 1st of each year.

ARTICLE XLVI **RULES AND REGULATIONS**

46.01 Any time you find an organization of people, you will also find they have established certain rules, regulations and procedures to protect the best interest of the group as a whole. We have these rules in our operating procedures in the City of Brunswick, and our employee relations policies. From time to time constructive disciplinary action is required to see that these regulations and rules are followed. Such action is taken to help the employee become a better employee and a more constructive member of our team. The City Council does not desire to invoke

disciplinary penalties; however, we must recognize that certain acts on the part of an employee are so serious as to endanger the safety in job security for other employees; therefore, we are listing herein certain actions when engaged in by the employees that will subject them to disciplinary action or discharge.

46.02 City Council urges each employee to study these rules and at all times comply with them. It is the employee's responsibility to keep the rules for future reference. Failure to comply with them will not be excused because an employee is not familiar with the rules indicated below:

1. Reporting to Duty - Each employee must be ready at the garage to work at the scheduled starting time, and at the conclusion of lunch, and at this work station at the end of break periods, and must remain there until the scheduled quitting time, which may include overtime.
2. Absence - Employee's absence places a greater burden on the City to find someone to perform the duties of the absent employee. It also places a burden on your fellow employees by requiring someone else to do your job.
 - a) An employee must not be absent without securing permission from the Street Superintendent, or his designee, no later than 12:00 Noon of the day before the absence for any other reason than sickness or emergency.
 - b) If an emergency arises after an employee leaves work, he must telephone the office prior to the next starting time and give them the cause and probably length of absence.
 - c) An employee will not leave work after reporting for work without securing permission of the Street Superintendent or his designee.
3. Address - Family Status - If an employee changes his address or telephone number, he must report the change to the Street Superintendent, or his designee, immediately. If marital status or dependents change, it must be reported to the Street Superintendent, or his designee, immediately.
4. Safety Rules - All accidents or injuries, however small, must be reported to the Street Superintendent, or his designee, immediately.

46.03 Rules of Conduct - In a City such as ours there are certain regulations which govern the conduct of the employees, just as there are regulations that cover

citizens in the community. These regulations, which are an aid in making safe and desirable working conditions for everyone, are posted for general information and to assure uniform administration of disciplinary action if it is ever necessary. These regulations are divided into two (2) main groups, depending on the disciplinary action to be taken. For any violation of the City rules, a written report must be completed promptly by the Street Superintendent, or his designee, and submitted to the Service Director.

46.04 A violation of the following rules by the employee is inexcusable and will result in immediate discharge:

1. Deliberate damage to City property or property of other employees.
2. Stealing during working hours.
3. Fighting during working hours.
4. Carrying concealed weapons or any other violation of criminal laws.
5. Immoral conduct or indecencies.
6. Willful hampering of production or failure to carry out a definite instruction or assignment with forethought.
7. Gross insubordination, disobeying orders.
8. Falsification of records.
9. Hiding, concealing, or misappropriation of City property or the property of other employees.
10. Gambling or conducting gambling activities.
11. Sleeping on the job.
12. Punching time clock card of another employee.
13. Drinking during normal work days or on overtime.

46.05 A violation of any of the following regulations by an employee is considered misconduct and is not to be tolerated:

The first offense will bring: A VERBAL REPRIMAND
The second offense will bring: A WRITTEN REPRIMAND
The third offense will be punishable with three (3) days off without pay.
Any further offenses may be punishable with RELEASE
A reprimand will be issued within five (5) working days of the infraction.

1. Careless use of materials or equipment.
2. Possession of intoxicants or drugs, or reporting to work under the influence of intoxicants or drugs.
3. Insubordination.
4. Playing "pranks" or "horseplay".

5. Unauthorized soliciting or canvassing the public during work hours.
6. Disorderly conduct.
7. Possessing or producing defective work through carelessness or negligence.
8. Abusive or threatening language.
9. Excessive absence from work or habitual tardiness.
10. Improper language and manners to the public.
11. Discussing City business with unauthorized persons.
12. Use of City equipment other than for City work unless authorized.
13. The use of City equipment for personal use such as traveling to restaurants during lunch time, shopping, dropping paychecks at your home, etc., unless authorized.
14. Movement of City equipment over City, County or State roads, streets or highways at a speed greater than posted.
15. Transporting, driving, or causing to be driven, any equipment in the area of the City except where authorized by City supervision.
16. Use of City telephones for personal calls except in cases of emergencies without permission is granted.
17. Absent from work without permission or satisfactory excuse.
18. Malingering (shirking work)
19. Leaving garage area before end of shift.
20. Failure to report personal injury.
21. Smoking in prohibited areas.
22. Posting unauthorized notices, or tampering with bulletin boards.
23. Improper parking or improper operation of cars or trucks in or out of the City.
24. Unreported absence without just cause.
25. Loitering - the collection of friends or acquaintances in work areas for conversation.
26. Failure to maintain security, plants, garages, buildings, and equipment.
27. Any property (private) knowingly damaged by City equipment and not reported by the operator to the office as soon as possible will mean the operator will assume full responsibility for the cost of the restoration.
28. Any damage to City property, which is due to the negligence of the employee, must be paid for by the employee.
29. Transporting any individual, other than a City employee, in a City vehicle without permission.

46.06 Two (2) years and six (6) months after an employee has received a written reprimand, that reprimand will not be considered in further disciplinary action.

46.07 Four (4) years after an employee has received a suspension, that suspension will not be considered in further disciplinary action.

ARTICLE XLVII **SENIORITY**

47.01 Seniority is based on the length of continuous service the employee has with the City. Seniority shall be accumulated during absence due to illness of less than six (6) months, or Leave of Absence, as long as such seniority is not terminated in accordance with other provisions of this Agreement.

47.02 The City shall supply the Union with a seniority list of all employees in the Service Department. Such lists shall be kept up to date and shall be made available to the Union upon request.

ARTICLE XLVIII **EXECUTION**

48.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 22nd day of June, 2017.

FOR TEAMSTERS LOCAL 52
DIVISION OF STREETS:



David D. Dudas
Principal Officer

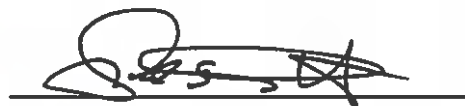


Eric Jackson



Scott Watkins

FOR THE EMPLOYER:



Carl S. DeForest
City Manager/Safety Director

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.



Todd Fischer
Finance Director

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 62-17

BY: Committee-of-the-Whole

AN ORDINANCE ACCEPTING THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 52 (DIVISION OF STREETS) FOR A PERIOD OF THREE (3) YEARS EFFECTIVE JANUARY 1, 2017 THROUGH DECEMBER 31, 2019.

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

WHEREAS: The City of Brunswick and the International Brotherhood of Teamsters Local 52 (Division of Streets) 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 Streets) for a period of three (3) years effective January 1, 2017 through December 31, 2019, as attached hereto as Exhibit "A".

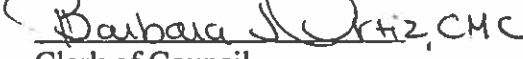
SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading July 10, 2017

2nd Reading July 11, 2017

3rd Reading July 24, 2017

ADOPTED: July 24, 2017 AYES 7 NAYS 0

ATTEST: 
Clerk of Council
Barbara J. Ortiz, CMC