

AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 52

AND

TEAMSTERS LOCAL UNION NO. 964



APRIL 1, 2019 AND MARCH 31, 2023

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A G R E E M E N T

This Agreement is made and entered into this 1st day of **April 1, 2019**, at Brook Park, Ohio by and between Teamsters Local Union No. 964, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Employer") and Teamsters Local Union No. 52, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union").

ARTICLE 1: UNION RECOGNITION, UNION SECURITY, DUES, CHECKOFF

1.1 The Employer agrees to recognize Teamsters Local Union No. 52, I.B.T., as the sole and exclusive collective bargaining representative for all regular full and part-time clerical employees.

1.2 All present employees who are members of the Local Union on the effective date of execution of this Agreement shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired thereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st working day following the beginning of their employment or on and after the 31st working day following the effective date of this Agreement. An employee who failed to acquire, or thereafter maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be, offered to such employee on the same basis as all other members, and further, that the employee has had notice and opportunity to make all dues and initiation fee payment. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act.

1.3 When the Employer need additional help, they shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

1.4 The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Union all such deductions prior to the end of the month for which deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Union shall certify to the Employer in writing each month, a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Union in one lump sum. The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed. Where an employee who is on check off is not on the payroll during the week in which the deduction is made or has not earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Union to pay such dues in advance. The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union. The above deductions shall be forwarded to the Secretary Treasurer of Teamsters Local Union NO. 52, 6511 Eastland Rd. Brook Park, Ohio, 44142. Deductions may be made to such other organizations as the Union may request if mutually agreed to.

1.5 If a new employee is hired for full time, he/she shall work under the provisions of this Agreement, but shall be employed on a ninety (90) calendar day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After this ninety (90) calendar days, the employee shall be placed on the regular seniority list. In case of discipline within the ninety (90) calendar day period, the Employer shall notify the Union in writing.

1.6 Any employee hired as a seasonal or part-time worker, shall not become a seniority employee under these provisions where it has been agreed by Employer and Union that they were hired for seasonal or part-time work. No more than two (2) part-time employees can work at any one time except as agreed to with the Union.

1.7 Part-time employees will be paid **eleven dollars (\$11.00) per hour** for all hours worked, but will be entitled to no fringe benefits under this Agreement. When full-time employees are on lay off, no part-time employees can be used.

ARTICLE 2: SENIORITY

2.1 Seniority rights for employees shall prevail, based on qualifications. Seniority shall be broken only by discharge, voluntary quit, or more than a two (2) year lay off.

2.2 Any recall and lay off shall constitute a new date for lay off.

2.3 In the event of a lay off, the employee shall be given a notice of recall, by certified mail, to his/her last known address on file in the Local 964 office. The employee must respond to such notice after receipt thereof in seventy-two (72) hours and actually report to work in seven (7) days after receipt of such notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, they will lose all seniority rights under this Agreement.

ARTICLE 3: WAGES AND HOURS

3.1 The standard work week shall be determined by the Employer and will not exceed forty (40) hours per week, and the standard work day shall not exceed eight (8) hours per day.

3.2 The work week shall be scheduled for five (5) consecutive days, Monday through Friday. All office work presently performed shall continue to be done by members covered by this Agreement.

3.3 Starting time shall be **8:00 a.m. and quitting will be 4:00 p.m.**

3.4 A maximum of one half (1/2) hour lunch period shall be taken by all employees. "Coffee breaks" are to continue as presently in effect.

3.5 Wages for New Full-Time employees shall be a minimum of **\$15.00 per hour**
Current full-time employee(s) base salary shall be \$1,080.00

3.6 All Full-Time employees will receive
\$0.50 increase per hour April 1, 2019
\$0.50 increase per hour April 1, 2020
\$0.50 increase per hour April 1, 2021
\$0.50 increase per hour April 1, 2022

3.7 Wages for New part-time employees shall be a minimum of **\$11.00 per hour**

3.8 All Part-Time employees will receive
Fifty cents increase (\$.50) per hour April 1, 2019
Twenty five cents increase (\$.25) per hour April 1, 2020
Twenty five cents increase (\$.25) per hour April 1, 2021
Twenty-five cents increase (\$.25) per hour April 1, 2022

ARTICLE 4: VACATIONS

4.1 Full-Time Employees who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period, shall receive vacations and vacation pay as follows:

- One (1) week vacation after one (1) year of service
- Two (2) weeks vacation after two (2) years of service
- Three (3) weeks vacation after eight (8) years of service
- Four (4) weeks vacation after fifteen (15) years of service
- Five (5) weeks vacation after twenty (20) years of service
- Six (6) week vacation after twenty-five (25) years of service

Vacation pay shall be one (1) salaried week pay for each week of vacation for which the employee is eligible, **at the employee's current wage for each year.**

4.2 During the first year of employment, the employee must work sixty percent (60%) of total working days in order to obtain his/her vacation and must have been employed for the full year. During the second and subsequent years, the employee must have worked sixty per cent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for the vacation. No more than one (1) vacation shall be earned in any twelve (12) month period.

4.3 Vacations shall not accumulate from year to year. **But, Any employees who have qualified for a vacation shall, upon resignation or dismissal be paid for any and all full months of accumulated unpaid vacation earned on a pro-rata basis, based in one twelfth (1/12th) of each full month worked from their Anniversary date.**

4.4 All vacations shall be paid in advance, and if a holiday should fall during an employee's vacation, the employee shall receive an additional day's pay or additional day of vacation in lieu thereof.

4.5 Seniority shall be the governing factor in vacation period preference.

ARTICLE 5: HOLIDAYS

5.1 The Employer shall consider the following as paid legal holidays, or days legally celebrated in lieu thereof for Full-Time employees:

- | | |
|-------------------|------------------------|
| Christmas Eve Day | Memorial Day |
| Christmas Day | Fourth of July |
| New Years Eve Day | Labor Day |
| New Years Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| | Employee's Birthday |

5.2 In order to be eligible for holiday pay, the employee must work the scheduled day before and the scheduled day after the holidays.

5.3 The employee shall notify the Secretary Treasurer at least two (2) weeks in advance of the day of the employee's birthday.

**ARTICLE 6: SICK LEAVE AND LEAVE OF ABSENCE
FAMILY AND MEDICAL LEAVE**

6.1 All non-probationary employees shall be entitled to a period of up to twelve (12) weeks leave of absence per year, as provided for by the Family and Medical Leave Act of 1993 (PL103-3), for any of the following reasons:(1) for the care of that employee's child, including birth or placement for adoption or foster care; (2) for the care of the employee's spouse, son, or daughter, or parent, who has a serious health condition; or (3) for a serious health condition that makes the employee unable to perform the job.

6.2 When a leave of absence is foreseeable, an employee shall be required to provide a thirty (30) day advance notice (written or verbal) to the Employer. When, under the circumstances, it is not practicable

to provide such notice, such as in the case of premature birth of a child, an employee may be required to provide notice as soon as practicable.

6.3 Upon return from a leave of absence, an employee shall be restored to his or her original position, with equivalent pay, benefits and other employment terms. Seniority shall continue to accrue during all periods of leave taken pursuant to this Section.

6.4 Any employee taking leave pursuant to this Section must substitute such leave with earned personal days, or any other type of paid leave, for any or all of the leave period. However, the Company shall require an employee to substitute all but one (1) week earned vacation for leave taken pursuant to this Section. Any employee may elect to take their final week of earned vacation for such leave. If the employee does not elect to take their final week of vacation during the leave period, the vacation week must be rescheduled and will be subject to Management's approval.

6.5 During all periods of leave taken pursuant to this Section, the Company is obligated to continue to make the contractually stated Health & Welfare contributions on behalf of the subject employee(s) during the entire period of leave.

ARTICLE 7: FUNERAL

7.1 In the event of a death in the immediate family (father, mother, wife, husband, brother, sister, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren), a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral. Compensation for funeral leave will include the day after the funeral if travel from the funeral exceeds 150 miles. Otherwise, compensation will stop the day of the funeral.

7.2 Leave of absence will be granted for present mother-in-law or father-in-law to be used only once during life of employment.

ARTICLE 8: GRIEVANCE PROCEDURE

8.1. Should any matter of difference or grievance arise with respect to the meaning or application of any provision of this Agreement, such matter shall be settled and determined in accordance with the following procedure:

8.2. The employee with the grievance shall first take it up with his Employer within five (5) days from the knowledge of occurrence upon which the grievance is based. Should no settlement be agreed upon, he shall then reduce his grievance to writing and take it to his Steward. The Steward shall then meet with the Employer and the employee involved. If no settlement is reached within five (5) days after the date it is presented to the Employer, then the Steward shall call the Business Representative of the Union and the Business Representative will then meet with the involved people outlined above. By presenting the grievance, the employee grants to the Union complete authority to present, negotiate and bargain regarding this grievance and agrees to be bound by such disposition of the grievance as may be made or agreed to by the Union or its designated representative. The employee may be present at any and all steps of the grievance procedure.

8.3. If the matter is not settled pursuant to the above Sections, within five (5) days after it shall have been presented to the Business Representative of Local 52, then within not more than ten (10) days thereafter, the matter shall be submitted to arbitration by a single arbitrator selected by mutual agreement between the Employer and the Union.

8.4. If the Employer and the Union shall be unable to agree upon such arbitrator, the Union or the Employer may request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and the impartial arbitrator shall then be selected in accordance with FMCS rules. The compensation and

expense of such arbitrator shall be paid by the Employer and the Union in equal shares. All other expenses of such arbitration shall be paid by the party incurring the same.

8.5. Any arbitrator shall not be empowered in any way to change, modify, add to or subtract from provisions of this Agreement. Any settlement arrived at in accordance with the provisions of the above sections, or the decision of the arbitrator made pursuant to the provisions of the above sections, shall be final and binding upon all parties to such matter.

8.6. No aggrieved party shall have any right to invoke the grievance procedure provided above, or the arbitration procedure provided above, nor shall any grievance or difference be valid unless the matter of such grievance or difference shall have been presented as provided above.

8.7. The grievance and arbitration procedure provided shall also be available to the Employer in processing any Employer grievances.

ARTICLE 9: RESIGNATIONS AND DISMISSALS

9.1. When an employee quits, he shall give his Employer notice in writing two (2) weeks in advance of the date of termination. A notice is to be given on Friday p.m. or on Monday a.m.

9.2. The Employer shall not discharge nor suspend any employees without just cause, but in respect to discharge or suspension, no members shall be discharged or taken out of service by the Employer except for dishonesty, being under the influence of intoxicating beverages, drugs or fighting, without first being given a hearing by the Employer, with a Local Union officer present for representational purposes. The parties recognize and agree to practice the concept of progressive discipline. The general outline of progressive discipline is as follows:

- Verbal Warning - Copy to Local 52
- Written Warning
- Second Written Warning
- Suspension - Three (3) Days
- Discharge

9.3 Provided, however, that no warning notice need be given to said employee if the cause for such action is dishonesty, possession or use of alcohol during working hours, possession or use of unlawful drugs or narcotics during working hours, possession or use of lethal weapons, failure to report as soon as possible to the Employer an accident or injury involving the employee. The warning notice or employee contact as herein provided shall remain in effect for a period of not more than eight (8) months from the date of said warning.

9.4 Depending upon the offense and the employee's past record some of the above steps may be bypassed or repeated. The various offenses dictating termination on the first offense, as outlined will remain in effect. Copies to go to both the Steward and Local 52; each offense to follow its own progression.

ARTICLE 10: HEALTH AND WELFARE

10.1 The Employer agrees to contribute per week for each full-time employee in the bargaining unit to the Health and Welfare fund designated by the Union and further agrees to make remittance of such contributions in accordance with the rules established by the Fund Trustees and the Declaration of Trust.

Effective April 1, 2019.....\$338.00 per week
April 6, 2020.....\$358.00
April 5, 2021.....Increase up to a Maximum of 12% per week
April 4, 2022.....Increase up to a Maximum of 12% per week

ARTICLE 11: PENSION

11.1 The Employer agrees to contribute per week for each Full-Time employee in the bargaining unit to the Pension Fund designated by the Union and further agrees with the rules established by the Fund Trustees and the Declaration of Trust.

Effective May 6, 2019 \$395.00 per week
May 4, 2020 \$407.00 per week
May 3, 2021 \$419.00 per week
May 2, 2022 \$431.00 per week

11.2 Payments as specified herein for new employees shall begin the first (1st) of the month following thirty (30) days of employment. If a new employee has transferred from a contributing Employer within a ninety (90) day period from the date of previous termination such payments shall begin the first (1st) of the month following date of hire.

11.3 In the event of absence due to a bona fide illness or injury the payments specified above shall be paid for a period not to exceed three (3) months following the month in which such illness or injury occurs.

11.4 The Employer is a party to the respective Agreements and Declaration of Trust establishing the Health and Welfare and Pension Funds and agrees to be bound by the action of the individual Boards of Trustees of the said Funds pursuant to the said Agreements and Declarations of Trust. All provisions pertaining to the Health and Welfare Plan are subject in all respects to the provisions of the Labor-Management Relations Act of 1947 and any other applicable laws or regulations including insurance laws of the State of Ohio and the appropriate sections of the Internal Revenue Code to insure that the Employer's contributions must be drawn to conform with all federal and state laws.

11.5 It is agreed that if the Employer fails to make contributions as specified within thirty (30) days after the date required by the Trustees, the Union, in addition to any rights the Trustees may have, shall have the right to take whatever steps are necessary to secure the compliance with this Agreement. It is expressly understood that the Employer's liability for payments shall not be subject to the Arbitration and Grievance procedure of this Agreement and nothing in this Agreement shall prohibit any action the Union chooses to take, including a stoppage of work, to compel payment of contributions.

ARTICLE 12: NON-DISCRIMINATION

12.1 The Employer shall not discriminate against any employee because of their membership on a committee appointed or elected by the Union, or their actions on a committee in the interests of the Union.

12.2 No employee shall be discriminated against in hiring, promotions, or continued employment because of race, color, age, religion, sex, national origin, or disability. Determinations made to comply with the Americans with Disabilities Act of 1990 (ADA) will be handled on an individual, case-by-case basis and will be non-precedent setting. It is further agreed that if the masculine gender is used anywhere in this Agreement, it shall be deemed to apply to both male and female employees. The application of this provision shall be subject to relevant federal and state laws and regulations.

ARTICLE 13: JURY DUTY

13.1 The Employer agrees to pay a regular full day's pay at straight time hourly classification rate for each day an employee is required to serve and does serve on any jury, up to fifteen (15) work days, provided such employee's department is scheduled to work on the day or days actually served on the jury.

13.2 New employees shall not be eligible for Jury Duty pay until they have been on the Company's payroll for ninety (90) calendar days, and need qualify only once.

ARTICLE 14: CONTACTING MEMBERS

14.1 The Business Representative of Local 52 shall be permitted to enter the Employer's premises, when necessary, to interview members of the Union on Union business. He will not interfere with operations or progress of the work.

14.2 The Union shall be permitted to post notices upon Company bulletin boards. Notices shall not be of a controversial nature.

ARTICLE 15: INDIVIDUAL CONTRACTS

15.1 The Employer agrees that it will not make any other verbal or written agreements with any of its employees which may conflict with this Agreement.

15.2 In the event that any Article or Section of this Agreement is held invalid or enforcement of compliance with which has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, then the issue shall be resolved in accordance with the Arbitration and Grievance procedure contained in this Agreement.

15.3 The company agrees to discuss new work rules with the Union before implementation.

ARTICLE 16: SYMPATHETIC ACTION

16.1 There shall be no strikes lockouts, stoppages of work or picketing during the life of this Agreement.

16.2 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary picket line including the lawful primary picket line of the Union party to this Agreement, and including lawful primary picket lines at the employer's place or places of business.

ARTICLE 17: MANAGEMENT RIGHTS

The Employer retains the right to manage its business, including the right to direct and supervise its work force, increase its work force, and schedule work hours, subject to any limitations expressly set forth in this Agreement.

ARTICLE 18 SEVERANCE PAY

It is agreed that each employee who is displaced from his/her employment for any reason except termination shall be compensated for such displacement provided he or she has been actively employed by the Employer for a period of at least two (2) years. An eligible employee's compensation for his/her displacement shall be on the basis of one week's normal pay for each full year of employment commencing with the third year thereof. NO severance will be paid due to retirement.

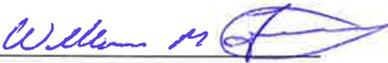
ARTICLE 19: DURATION

18.1 This Agreement shall remain in full force and effect for a period of **four (4) years from April 1, 2019 through March 31, 2023**, and shall continue from year to year thereafter unless either party serves written notice upon the other that it desires to amend or terminate at least sixty (60) days prior to the anniversary date of this Agreement.

SIGNATURE PAGE

In witness thereof, this agreement signed this 28th day of March, **2019**.

TEAMSTERS LOCAL UNION NO. 964:


WILLIAM FRISKY, SEC/TREAS
Principal Officer

TEAMSTERS LOCAL UNION NO. 52:


DAVID D DUDAS, SEC/TREAS
Principal Officer