

STATE EMPLOYMENT
RELATIONS BOARD

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K# 30570

AN AGREEMENT
BETWEEN
THE CITY OF BROOKLYN
AND THE
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
JAILERS

EFFECTIVE: JANUARY 1, 2013

EXPIRES: DECEMBER 31, 2015

~~SERB CASE #2012-MED~~

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PREAMBLE

Section 1. This agreement is hereby entered into by and between the City of Brooklyn, hereinafter referred to as the "Employer or the City," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA."

ARTICLE 1 PURPOSE AND INTENT

Section 1. In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) to promote fair and reasonable working condition; 3) to promote individual efficiency and service to the citizens of the City; 4) to avoid interruption or interference with the efficient operation of the Employer's business; and 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 2 RECOGNITION

Section 1. The Employer hereby recognizes the OPBA as the sole and exclusive representative for negotiating wages, hours, and other terms and conditions of employment for all Jailers employed by the Brooklyn Police Department, excluding all part-time, seasonal and temporary employees. Such recognition shall continue for the term as provided by law.

Section 2. Excluded. All other employees of the Employer, including all part-time, seasonal, temporary, management, confidential, professional, and supervisory employees, are excluded from the bargaining unit.

Section 3. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE 3 DUES DEDUCTION

Section 1. During the term of this agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA, and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any employees in the bargaining unit for whom the Employer is currently deducting dues.

Section 2. The initiation fees, dues, or assessments so deducted shall be in the amounts established by the OPBA and adjusted from time to time in accordance with its constitution and by-laws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article, and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 4 **FAIR SHARE FEES**

Section 1. All members of the bargaining unit, as identified in Article 2 of this agreement, shall either be members of the OPBA or be required to pay a fair share fee to the OPBA consistent with the provisions of Ohio Revised Code Section 4117.09.

Section 2. Sixty (60) days following the date of hire, each employee who is not a member of the OPBA shall be required as a condition of employment to pay the OPBA a fair share fee pursuant to the provisions of Ohio Revised Code section 4117.09(C). Fair share fees shall be deducted and remitted during the same period as dues provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The Employer's responsibility to deduct such fair share fees is contingent, however, upon the OPBA's fulfillment of all obligations imposed upon it by this article and its agency fee payer objection policy.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of this article regarding the deduction of fair share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The OPBA hereby agrees to follow all applicable state and federal laws regarding the establishment and deduction of fair share fees.

Section 4. The OPBA shall provide the City, within thirty (30) calendar days after communicating with fair share fee payers, if any, a copy of each communication, if any, relating to the establishment and deduction of fair share fees, provided, however, that the OPBA may delete any information which sets forth amounts of monies the OPBA spends in various categories or other specific information not necessary to comply with constitutional requirements.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selections, retention and promotion of employees to or for positions not within the bargaining unit established by this agreement; 8) determine the type of equipment used and the sequence of work processed; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities; 16) the Police Chief may grant approval for restricted duty status.

Section 2. In addition, the OPBA agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE 6
EMPLOYEE RIGHTS

Section 1. An employee shall have the right to the presence and advice of an OPBA representative at all disciplinary interrogations, where the intent of the interrogation is to garner incriminating evidence to be used against the interviewee.

Section 2. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation may be the basis of disciplinary action against him.

Section 3. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

During an internal investigation interview, either party may make an audio recording of the interview with full knowledge of all parties involved, and a copy of the recording will be provided to the other party. However, neither party is required to make an audio recording, and the unavailability of appropriate audio recording equipment shall not serve as a cause for the postponement of an investigatory session. The party requesting the audio recording shall bear the expense of same.

Section 4. An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 5. An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing his file along with an Employer's representative. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 6. In the course of an internal affairs investigation, a polygraph examination or voice stress analysis (VSA) will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

Section 7. Complaints against a bargaining unit employee, whether anonymous or otherwise, which have been determined by the Chief of Police to be unfounded, shall be dated and marked as "unfounded" or "unsubstantiated" and will not be included in the personnel file of the employee. However, such "unfounded" or "unsubstantiated" complaints will be maintained in a separate file.

ARTICLE 7 **NO STRIKE**

Section 1. The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 2. Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this section may be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the OPBA meets all of its obligations under this article.

Section 3. The OPBZL shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the “no-strike” clause.

In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees to return to work immediately.

Section 4. The Employer shall not lock out any employees for the duration of this agreement.

ARTICLE 8 **DISCIPLINE**

Section 1. A non-probationary employee who is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the OPBA.

Section 2. Disciplinary action taken by the Employer shall only be for just cause.

Section 3. Any appeal of a disciplinary action against a non-probationary employee shall be taken to the Safety Director at Step 3 of the Grievance Procedure.

Section 4. It is the specific intent of the parties that the Grievance Procedure set forth herein shall be the sole and exclusive method of appeal of any disciplinary action taken against a member of the bargaining unit.

Section 5. Records of disciplinary action shall cease to have force and effect for purposes of progressive discipline two (2) years after issuance provided there is no intervening discipline.

ARTICLE 9 **ASSOCIATION REPRESENTATION**

Section 1. The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative regarding the administration of this contract. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the chief or his designee. The employee shall suffer no loss in pay for the time spent in the good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal, and except at Step 1, shall have the right to be represented by a person in the bargaining unit of his own choosing or a person authorized by the OPBA at all stages of the Grievance Procedure prior to arbitration. It is the intent and purpose of the parties to this agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. For the purposes of this procedure, the below-listed terms are defined as follows:

- A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- B. Grievant - The "grievant" shall be defined as any employee or group of employees within the bargaining unit or the OPBA.
- C. Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- D. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. Except at Step 1, all grievances shall include all of the following (if applicable):
 - the name and position of the grievant
 - the identity of the provisions of this agreement involved in the grievance
 - the time and place where the alleged events or conditions giving rise to the grievance took place
 - the identity of the party responsible for causing said grievance, if known to the grievant
 - the redress sought by the grievant
- B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.

- C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant, and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- E. It is acknowledged by the parties that this is a final and binding grievance procedure as defined in Ohio Revised Code, Section 4117.10, and that any appeals regarding specific provisions of this contract are to be resolved exclusively through this grievance procedure as set forth in Section 4117.10.
- F. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall move to the next step in the procedure. The time limits specified for either party may be extended only by written mutual agreement.
- G. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1: An employee who believes he may have a grievance must notify his immediate supervisor of the grievance within five (5) days of the discovery by the grievant of the occurrence of the facts giving rise to the grievance. The five (5) day period shall not run until the grievant knew of the facts giving rise to the grievance or it could be reasonably assumed that grievant should have known such facts. The supervisor will schedule an informal meeting with the employee and an OPBA representative, if such representation is requested by the employee, within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall give his answer within five (5) days of the meeting.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Safety Director within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Safety Director or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Safety Director or his designee shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing. If the OPBA is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 11 **ARBITRATION PROCEDURE**

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the OPBA may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the OPBA will promptly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of eleven (11) arbitrators. The parties will choose one by the alternate strike method.

Section 2. 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.

Section 3. The hearing or hearings shall be conducted pursuant to the rules of the FMCS except as modified herein or otherwise mutually agreed.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. The Union shall be responsible for the cost of any list. However, if the City rejects a list and requests another, the City will be responsible for the cost.

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.

Section 5. An employee requested to appear and testify at the arbitration hearing by either party shall attend without the necessity of subpoena and shall suffer no loss of pay during his attendance. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance at any given time exceed three (3) employees.

Section 6. 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.

ARTICLE 12
NON-DISCRIMINATION

Section 1. The Employer and the OPBA agree not to unlawfully discriminate against any bargaining unit employee on the basis of the individual's race, religion, color, national origin, age, sex, ancestry, disability/handicap, or military status.

Section 2. The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 13
GENDER AND PLURAL

Section 1. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine, or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 14
HEADINGS

Section 1. It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of said article nor effect any interpretation of any such article.

ARTICLE 15
OBLIGATION TO NEGOTIATE

Section 1. The Employer and the OPBA acknowledge that during the negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Section 2. Therefore, for the life of this agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

Section 3. The right of the Employer to establish reasonable work rules, regulations, policies and procedures is not limited by Section 2 of this article. Therefore, all rules, regulations,

policies and procedures previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, but such modification or discontinuance may be subject to the grievance procedure based on the issue of reasonableness. Any decision or action of the Employer pursuant to this section may be the subject of discussions between the parties at a Labor/Management Committee meeting.

ARTICLE 16 **CONFORMITY TO LAW**

Section 1. This agreement shall be subject to and subordinated to any present and future federal laws, along with any applicable rules and regulations, and the invalidity of any provisions of the Agreement by reasons of any such existing or future federal law or rule or regulation shall not affect the validity of the surviving portions. The foregoing notwithstanding, the terms and conditions of this Agreement shall supersede any conflicting state or local law.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 17 **DUTY HOURS**

Section 1. The regular workweek for all employees of the Employer covered by this Agreement will be forty (40) hours including a forty-five (45) minute paid lunch each work shift. The Police Chief will post the work schedule twenty-one (21) days in advance of its effective date.

Section 2. Employees will normally not be required to work more than sixteen (16) consecutive hours unless emergency circumstances exist.

ARTICLE 18 **OVERTIME PAY AND COURT TIME**

Section 1. All employees, for work performed in excess of eight (8) hours when approved of by the Chief, shall be compensated, at the employee's election each payroll period, either at (a) the rate of one and one-half (1 1/2) times the employee's regular hourly rate for all overtime, or (b) compensatory time computed at the same rate to be taken in the future as approved.

Section 2. Whenever approved by the Chief, employees called in to work or required to appear in court due to a job-related incident where the employee is not a plaintiff of other claimant when the employee is not on duty and/or working a shift that is contiguous to the hours said employee was called in to work, shall be compensated not less than three (3) hours at the time and one-half (1 1/2) rate subject to the election of the method in which compensation is to be received as set forth within Section 1 of this article.

Section 3. Compensatory time may be taken in increments of one (1) hour. Requests for comp time off shall not unreasonably be denied. Jailers shall have the ability to cash in compensatory time up to a maximum amount of eighty (80) hours per year on a quarterly basis.

Section 4. The City will implement an overtime call-in procedure to maintain an equitable opportunity for distributing overtime.

Section 5. The maximum number of hours an employee may bank in his compensation (compensatory) time bank shall be four hundred eighty (480) hours. All overtime worked after an employee's compensation time bank reaches four hundred eighty (480) hours must be paid in cash in compliance with this agreement and the Fair Labor Standards Act.

ARTICLE 19 **HOLIDAYS**

Section 1. All full-time employees shall receive the following paid holidays:

New Year's Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving
Day after Thanksgiving
Christmas Day
Martin Luther King Day

Section 2. When a holiday arises, each employee shall be credited with eight (8) hours of holiday time. Employees will accrue holiday time in a "Holiday Bank" of up to ninety-six (96) hours. Employees may use accrued holiday time as paid time off with the approval of the Police Chief. Employees may buy back holiday time accrued but unused in a single year annually at their regular straight time hourly rate at the time of the buy back. Employees must designate the number of hours of accrued holiday time for which they request buy back by December 31 of each year. Where an employee's accrued holiday time exceeds the Holiday Bank maximum, a failure to request buy back will result in forfeiture of the holiday time.

Section 3. An employee who works a shift that ends on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas day shall be allowed to choose either compensatory time or pay when working a premium holiday.

ARTICLE 20
VACATIONS

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
After one (1) year	Two (2) weeks (80 hours)
After five (5) years	Three (3) weeks (120) hours)
After ten (10) years	Four (4) weeks (160 hours)
After fifteen (15) years	Five (5) weeks (200 hours)
After twenty-five (25) years*	Six (6) weeks (240 hours)

* Employees hired after December 1, 2008, shall not be eligible for six (6) weeks of vacation.

Section 2. Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time. Vacation shall be prorated for an employee's retirement or resignation.

Section 3. Vacation time shall be taken at a time approved of by the Chief. Vacations may be split in summer months if picked by seniority. Vacation selections will begin by December 1 of the preceding year and be completed by December 31. An employee may change a pre-selected week of vacation to another un-selected week with the Chief's approval.

Section 4. An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

Section 5. Any employee who quits or is terminated or retires and has unused vacation time shall receive such vacation time in pay.

Section 6. Any employee of the Employer who has accumulated and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio shall not be allowed to transfer said service time to be used in calculating his length of service for vacation time. The parties hereby waive the provisions of Ohio Revised Code section 9.44. However, the parties agree that this specific waiver of R.C. 9.44 shall not affect any employee who is a member of the bargaining unit as of March 1, 2010; those employees shall continue to have their prior public service counted for the purposes of vacation service credit in accordance with R.C. 9.44. Thereafter, vacation service credit will be determined on the basis of full-time service with the City of Brooklyn, in accordance with this article.

Section 7. Up to eighty (80) hours of vacation per year may be taken one day at a time with the approval of the Chief. Such vacation may also be taken in four (4) hour increments with the prior approval of the Chief/designee and provided an overtime situation is not created. Up to eighty (80) hours of this vacation time, not used by the end of the year, may be transferred to the

employee's compensatory bank. If such bank has reached its maximum, then the employee shall be paid in cash at the hourly rate it was earned/awarded.

ARTICLE 21 **SICK LEAVE**

Section 1. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to contagious disease communicable to other employees; or 3) serious illness, or injury in the employee's immediate family.

Section 2. All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every bi-weekly pay period and may accumulate such sick leave without limit.

Section 3. An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

Section 4. Before an absence of in excess of two (2) days may be charged against accumulated sick leave, the Chief may require such proof of illness or injury as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Employer. If an employee fails to submit adequate proof of illness or injury upon request, or in the event upon such proof as is submitted or upon the report of medical examination, the Chief, at his sole discretion, finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may, at the Chiefs sole discretion, be considered unauthorized leave and shall be without pay.

Section 5. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents.

Section 6. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 7. Any employee of the Employer who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer up to a maximum of four hundred eighty (480) hours of said accumulation to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this agreement.

Section 8. Upon the immediate retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer, and who has qualified for retirement benefit under P.E.R.S., such employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement multiplied by thirty three percent (.33) of the total number of accumulated but unused sick days earned by the employee as certified by the Finance Director, not to exceed a maximum payment of nine hundred forty (940) hours of pay. The Finance

Director may elect to make this cash payment over a two (2) year period and shall notify the affected employee in writing of the planned disbursement.

ARTICLE 22
PERSONAL LEAVE

Section 1. All employees shall, in addition to all other leave benefits, be granted two (2) personal leave days awarded on January 1 of each year.

Section 2. Personal days shall be granted so long as the employee provides advance notice. Personal days shall not be granted for either the day before or the day after or the day of any of the holidays listed in Article 19, Section 1.

Section 3. In the event an employee has not taken one or both of said personal day(s) during the year in which said personal day(s) were earned, said personal day(s) shall not qualify as compensatory time and therefore will not be added to an employee's compensatory bank. Any personal days not used during the year in which said personal day(s) were earned shall be forfeited. In the event an employee is terminated for any reason whatsoever, any personal leave day(s) not previously used are also forfeited.

ARTICLE 23
FUNERAL LEAVE

Section 1. An employee shall be granted time off with pay (not to be deducted from the employee's sick leave, vacation time, compensatory time, holiday time or personal time) for the purpose of arranging and attending the funeral of a member of the employee's immediate family as follows:

Seven (7) calendar days - spouse, children, stepchildren, parents, grandparents, brother, sister and parent-in-law.

Three (3) calendar days - grandparent-in-law

Section 2. In all cases where more time is required, the employee shall make application in writing to the Chief who shall advance sufficient vacation days or compensatory time to cover the emergency.

ARTICLE 24
INJURY LEAVE

Section 1. An employee who is unable to perform his regular duties as a result of hazardous duties, as defined below, within the scope of his employment as a full-time employee of the Employer, if such injury prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related injury but for a period not to exceed ninety (90) calendar days from the date that such service related injury was incurred. During such injury leave, compensation shall be paid in accordance with the section whether or not the

regular employee has accumulated sick leave. Hazardous duty is defined as injury resulting from those active police duties inherently dangerous and unique, including but not limited to apprehension or attempted apprehension of suspects, active intervention to prevent the commission of crimes and the pursuit of suspects, and the directing of traffic. It is not intended that injury leave be granted to employees who incur "routine" injuries in the performance of their duties. An employee will be eligible for this benefit seven (7) calendar days from the occurrence of such injury. During that time, sick leave shall be charged against an employee's accumulated sick leave.

Section 2. If at the end of this ninety (90) day period the employee is still unable to perform the essential functions of his/her job, the leave may, at the Employer's sole discretion, be extended for an additional ninety (90) day period.

Section 3. An employee who obtains a paid leave under this article may be required as determined appropriate by the Employer to file for Workers' Compensation and sign a waiver assigning the Employer those sums of monies (temporary total disability benefits) he would actually receive as his weekly compensation as determined by law and for those number of weeks he receives benefits under this article.

The Employer has the discretion to pay the employee on a wage continuation basis under the Workers' Compensation system, thereby requiring the employee to file for Workers' Compensation medical benefits only.

Section 4. An employee shall not be gainfully employed by another employer, or perform another job duty for the City of Brooklyn, while receiving benefits under this article and/or while receiving any type of benefits whatsoever from the Employer, while not working his normal amount of hours and/or performing his normal job duties, without prior consent of the Chief and/or Safety Director. Violation of this provision may be grounds for discipline and/or dismissal.

Section 5. Certification of the attending physician or surgeon certifying to the service-related inability to perform the essential functions of his/her job, and the cause thereof, shall be filed with the Safety Director before the last day of each two (2) week period in which inability to perform the essential functions of his/her job occurred or continues, or more often, if requested to do so by the Safety Director. The Employer shall have the right to require an employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this article. The designated physician's opinion shall govern whether the employee is actually unable to perform the essential functions of his/her job or not, but shall not govern whether the Employer shall grant or extend the period of leave.

Section 6. In the event that any employee is dissatisfied with the determination of the Safety Director based on the medical examination, the employee may submit the question to the Grievance Procedure.

ARTICLE 25
JURY DUTY LEAVE

Section 1. Any employee who is called for jury duty, whether federal, county or municipal, shall suffer no loss of pay, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code. Employees shall not be required to work while on jury duty but shall receive their regular pay.

ARTICLE 26
COMPENSATION

Section 1. Effective January 1, 2013, the salary paid shall be as follows:

HOURLY

Starting Wage	\$17.742
Step 1	\$20.237
Step 2	\$22.741
Step 3	\$25.871

*Retroactive payment will be made to all employees actively on the payroll at the time this agreement was ratified.

Section 2. Effective January 1, 2014, the salary paid shall be as follows:

HOURLY

Starting Wage	\$18.008
Step 1	\$20.540
Step 2	\$23.082
Step 3	\$26.259

Section 3. Employees hired on or after July 1, 1987, shall be advanced at the following rate:

Step 1	After 8 months
Step 2	After 16 months
Step 3	After 24 months

Section 4. Between September 1, 2014, and September 30, 2014, the parties agree to reopen this agreement for the sole purpose of negotiating wage rates for the period between January 1, 2015, and December 31, 2015. Such reopener shall be conducted in accordance with Revised Code 4117.14.

ARTICLE 27
CLOTHING AND EQUIPMENT ALLOWANCE

Section 1. Effective January 1, 1988, all newly hired probationary employees shall receive a uniform allowance in the amount of three hundred dollars (\$300.00) within thirty (30) days of his date of appointment.

Section 2. Effective January 1, 1988, all non-probationary jailers shall receive an annual uniform allowance in the amount of three hundred twenty-five dollars (\$325.00).

Section 3. All employees shall be entitled to a uniform maintenance allowance of three hundred and fifty dollars (\$350.00) per year, which shall be paid in a separate check during the first pay period in December.

Section 4. If the Employer mandates any changes in the clothing or equipment required to be worn or used by employees, the Employer shall pay for such new clothing or equipment.

ARTICLE 28
INSURANCE

Section 1. The City will make available to full-time bargaining unit employees a medical and hospitalization plan, including dental, vision, and hearing, that will provide the same or comparable coverage as the plan in effect upon execution of this agreement except as otherwise provided for in Section 3 of this article. The Employer reserves the right to select carriers/providers and/or to otherwise determine the manner by which any and all coverage is to be provided.

Section 2.

- A. Effective December 1, 2013, the City shall pay 90% of the premium costs of hospitalization and medical service coverage and employees shall pay 10% of the premium costs. The contract shall be re-opened to negotiation as to the City and employee premium contributions to be effective December 1, 2014. The negotiations shall be conducted in accordance with Chapter 4117 of the Ohio Revised Code.
- B. Should premium/contribution costs delineated under subsection (A) above increase during the term of this agreement, the health care committee shall meet and act in accordance with the provisions of Section 3 below.

Section 3. Health Care Committee.

Nothing herein shall preclude the Employer and the Union from mutually agreeing to additional or alternative cost containment provisions in order to secure more cost-effective coverage. Any such agreement shall be reduced to writing and signed by both parties, and such agreement shall not affect nor negate any remaining provisions of this article.

In the event that the Employer receives information that the costs for hospitalization and medical service coverage will increase for the next plan year, the Health Plan Review Committee (HPRC) will be notified.

The HPRC shall consist of one (1) bargaining unit representative elected or appointed by each of the recognized bargaining units (for purposes of this section, Dispatchers and Jailers shall be considered one bargaining unit), one non-bargaining unit representative, and five (5) management representatives designated by the Mayor. The City may elect to have fewer representatives attending, but in any case shall have an equal number of votes (i.e., five [5]). Additionally, each recognized Union may have one (1) observer/advisor. The Union observer/advisor may be the Union business agent/staff representative. The Employer may have up to four (4) observers/advisors.

At least sixty (60) calendar days prior to the beginning of a new health insurance plan year, the Employer will convene the HPRC for the purpose of making a valid recommendation to the Mayor for health insurance for the new plan year as set forth below. The Employer will seek a minimum of three (3) quotes for health insurance plans for the new plan year and will provide all quotes received to the HPRC members. The City will request quotes with the goal of providing them to HPRC members at least sixty (60) calendar days prior to the beginning of a new health insurance plan year.

The HPRC committee shall, no later than fifteen calendar days prior to the beginning of a new health insurance plan year, and by majority vote, submit a valid recommendation from the following options to the Mayor:

1. to change the plan(s) and reduce the level of benefits so that the cost does not increase; or
2. to change the plan(s) and reduce the benefit levels to minimize the cost increases to be passed onto the participating employees; or
3. to maintain the then existing plan(s) and benefit levels and to pass on any excess costs to the participating employees (permanent option) pursuant to the premium payment provisions of Section 2 of this Article.

The HPRC Committee representatives shall be vested with the authority to make recommendations on plan/coverage reductions or changes including recommending that the Employer offer multiple health insurance plans, subject to health insurance providers' agreement to offer multiple plans to the City, as well as a recommendation of any of the above options.

A recommendation of any one of the options listed above by majority vote of the HPRC shall be deemed a valid recommendation. Majority shall be defined as fifty percent (50%) plus one (1) of those HPRC members (representatives) present at the meeting; observers/advisors do not have voting authority. A timely and valid recommendation submitted by the HPRC will be implemented by the Employer. In the event the HPRC fails to make a timely or valid recommendation, the permanent option will be implemented by the Employer.

In addition to the recommendation function of the HPRC as set forth above, the HPRC shall also meet ~~on a periodic basis~~ each calendar quarter at the request of any HPRC bargaining unit representative to review health plan information and utilization (as allowed by law). The HPRC shall have the opportunity to review health insurance information and proposals received by the Employer in accordance with any request for proposals (RFP), and to provide observations and input. Upon a timely request from HPRC members, the Employer will make its health insurance consultant available to assist HPRC members. The Employer will also, upon timely requests from HPRC members, request that health insurance provider representatives attend HPRC meetings to assist HPRC members.

Section 4. Life Insurance. The Employer shall provide a thirty thousand dollar (\$30,000.00) life insurance policy with accidental death and dismemberment.

**ARTICLE 29
LONGEVITY**

Section 1. All employees shall receive longevity payments at the rate of three hundred dollars (\$300.00) for every five (5) years of service.

Section 2. Longevity payments shall be made in a lump sum on the employee's last pay of the employee's anniversary month. Longevity payments shall be made according to the following table:

5 YEARS	\$300
10 YEARS	\$600
15 YEARS	\$900
20 YEARS	\$1200
25 YEARS	\$1500

**ARTICLE 30
SENIORITY**

Section 1. "Classification Seniority" shall be computed on the basis of the uninterrupted length of continuous service (full or part-time) with the Employer within the jailer classification. Such seniority shall hereinafter be defined as "Classification Seniority."

Section 2. Once continuous service is broken, the employee loses all previously accumulated seniority. Continuous service shall be broken only by resignation, discharge, retirement, or other separation from service lasting thirty-one (31) calendar days or more. A layoff from employment shall not constitute a break in continuous service unless the employee is laid off for a period in excess of the eighteen (18) month recall period provided in Article 31.

An approved leave of absence of six (6) months or less shall not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

ARTICLE 31
LAYOFFS

Section 1. Whenever the Employer determines that a lack of funds or lack of work exists, or whenever it is advisable in the interests of economy or efficiency to reorganize the operations or reduce the working force of the Police Department Employer, a reduction in force shall occur in accordance with this article (i.e., layoff or job abolishment).

Section 2. Notice. The Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the layoff or abolishment. The Employer and the Union shall meet, upon the request of either party, to discuss possible alternatives.

Section 3. Procedure. When the Employer determines that a reduction in force or layoff is to be made within the Jailer Unit, it shall occur by classification seniority. The member with the least amount of classification seniority shall be laid off first.

Classification seniority, for the purposes of reduction and recall, is calculated in accordance with Article 30 of this agreement.

Section 4. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for eighteen (18) months. When the Employer determines that it wishes to recall a laid off member of the bargaining unit, the City shall recall from that list in reverse order in which the member was laid off.

Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

Section 5. It is the specific intent of the parties that this article shall specifically supersede Sections 124.321 through 124.328 and 124.37 of the Ohio Revised Code as it relates to municipalities and the Civil Service Rules and regulations of the City of Brooklyn.

ARTICLE 32
MISCELLANEOUS

Section 1. In any instance where the Employer sends an employee for a medical examination, the Employer shall pay for the cost of the examination.

Section 2. The OPBA will be allowed one (1) bulletin board for official OPBA notices to be located in the Police Department. There shall be no notices or writings which contain anything political, controversial, or critical of the Employer or any other institution or any employee or other person.

Section 3. Shift change shall remain every fourth Sunday.

Section 4. During the change from daylight savings time to standard time, or vice versa, employees shall earn eight hours of pay, regardless whether the employee works seven (7) or nine (9) hours.

Section 5. Subject to the approval of the Chief, the Employer shall provide ongoing education for employees, which shall be directly related to their jobs, and pay the cost of that education, including books.

Section 6. Employees who are attending school or training shall be reimbursed for meals in accordance with City policy.

Section 7. Employees who are required to use their own vehicles shall be compensated for mileage at the applicable IRS rate.

ARTICLE 33 **LABOR/MANAGEMENT COMMITTEE**

Section 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, twice each year on a mutually agreeable day and time, the Chief and the Safety Director shall meet with the department representative(s) of the OPBA to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 2. An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up during the meeting. The purpose of such meetings shall be to:

- A. Discuss the administration of this agreement;
- B. Disseminate general information of interest to the parties;
- C. Discuss ways to increase productivity and improving efficiency;
- D. To consider and discuss health and safety matters relating to employees;
- E. To consider recommendations for changes from the Union in the Standard Operating Procedure, Rules & Regulations; and
- F. To discuss work schedules.

Section 3. It is further agreed that if special labor / management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 34
TOTAL AGREEMENT

This Agreement represents the entire agreement between the Employer and the OPBA unless specifically and expressly set forth in the express written provisions of this agreement. No rules, regulations, benefits and practices previously and presently in effect may be modified, discontinued, or appended without mutual agreement by both the OPBA and the Employer. Any employee covered under this agreement shall at no time be denied the right to waive any part of this agreement by mutual consent of both the employee and the Employer. Such waiver will be only for such provision of this agreement mutually consented upon and will not affect any other portion of this provision.

ARTICLE 35
SAVINGS CLAUSE

In the event any one or more provisions of this agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severed from the rest of the agreement and all such other parts of this agreement shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid and unenforceable.

ARTICLE 36
USE OF FACILITIES

Section 1. All full time jailers shall be allowed use of the recreation center and be allowed to bring one guest at no charge.

ARTICLE 37
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the Civil Service Laws contained in Section 9.44 or Chapter 124 of the Ohio Revised Code, nor any related provisions of the Ohio Administrative Code, nor any civil service rules adopted by the City (i.e., any statutory provisions, administrative rules, or civil service rules addressing the subject matter of any provision of this agreement, including but not limited to layoff, job abolishment, recall, sick leave, holidays, vacation, etc.), nor any local City ordinances pertaining to wages, hours, terms or other conditions of employment, shall apply to bargaining unit employees, where such subject matter has been addressed by this agreement.

Notwithstanding the above, ORC Sections 124.34(A) relative to convictions of a felony and 124.57 shall continue to apply to bargaining unit employees.

Section 2. Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City of Brooklyn Civil Service Commission), the establishment of eligible lists from examinations, the original appointments from the eligible

lists, and promotional examinations and appointments shall continue to be governed by City Charter, local statutes, ordinances, and the Civil Service Commission Rules and Regulations of the City of Brooklyn, as may be applicable. Additionally, classified or unclassified status shall continue to be the determination of the City consistent with ORC section 124.11 and/or City Charter, local statutes, and/or ordinances.

ARTICLE 38
DURATION OF AGREEMENT

This agreement represents the complete agreement on all matters subject to bargaining between the Employer and the OPBA and, except as otherwise noted, herein shall become effective upon ratification, and shall remain in full force and effect until December 31, 2015. Notwithstanding the above and consistent with the provisions of Article 30, Section 2 herein, between September 1, 2014, and September 30, 2014, either party may serve written notice upon the other party to reopen this agreement for the sole purpose of negotiating wage rates for the period between January 1, 2015, and December 31, 2015 and City and employee premium contributions to be effective December 1, 2014. If either party desires to make any changes in the agreement for a period subsequent to December 31, 2015, notice of such desire shall be given no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date. If no notice seeking modification is given, then the agreement shall remain in effect for another year, although notice may be given in the subsequent year during the time period no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date.

ARTICLE 39
EXECUTION

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this day of 2/10, 2014.

FOR THE EMPLOYER

By 

FOR THE OPBA

By 