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**AGREEMENT**

**BETWEEN**

**THE CITY OF BROOKLYN**

**AND**

**THE MUNICIPAL FOREMEN AND LABORERS'  
UNION, LOCAL NO. 1099**

**SERB Case No.: 2012-MED-09-0810**

**Effective January 1, 2013 through December 31, 2015**

## TABLE OF CONTENTS

|            | <u>Page</u>                                              |
|------------|----------------------------------------------------------|
| Article 1  | Purpose.....1                                            |
| Article 2  | Union Recognition.....1                                  |
| Article 3  | Management Rights .....1                                 |
| Article 4  | Union Rights .....2                                      |
| Article 5  | No Strike/No Lockout.....3                               |
| Article 6  | Limited Right to Strike .....3                           |
| Article 7  | Non-Discrimination .....3                                |
| Article 8  | Union Security .....4                                    |
| Article 9  | Stewards and Union Representation .....5                 |
| Article 10 | Probationary Period .....5                               |
| Article 11 | Seniority.....5                                          |
| Article 12 | Exercise of Seniority Right.....6                        |
| Article 13 | Leaves of Absence .....8                                 |
| Article 14 | Sick Leave Without Pay.....9                             |
| Article 15 | Sick Leave With Pay.....9                                |
| Article 16 | Uniform Allowance .....11                                |
| Article 17 | Hours of Work .....11                                    |
| Article 18 | Overtime and Equalization of Overtime .....11            |
| Article 19 | Call In Pay.....12                                       |
| Article 20 | Health Coverage and Insurance .....12                    |
| Article 21 | Paid Holidays .....14                                    |
| Article 22 | Longevity .....15                                        |
| Article 23 | Vacation .....15                                         |
| Article 24 | Mileage .....16                                          |
| Article 25 | Discipline .....16                                       |
| Article 26 | Grievance Procedure and Arbitration .....17              |
| Article 27 | Personnel Record .....19                                 |
| Article 28 | Savings Clause .....19                                   |
| Article 29 | Compensation .....19                                     |
| Article 30 | Job Bidding.....21                                       |
| Article 31 | Productive Work by Non-Bargaining Unit Employees .....21 |
| Article 32 | Duration of Agreement .....22                            |
| Article 33 | Safety Committee.....22                                  |
| Article 34 | Labor-Management Committee.....23                        |
| Article 35 | Miscellaneous .....23                                    |
| Article 36 | Injury Leave – On-Duty Injury .....24                    |
| Article 37 | Rules and Regulations.....25                             |
| Article 38 | Bargaining Unit Application of Civil Service Law .....25 |
|            | Execution .....26                                        |
|            | Appendix A, Wage Schedule.....27                         |

**ARTICLE 1**  
**PURPOSE**

**Section 1.** This contract sets forth a complete agreement between the City of Brooklyn (hereinafter referred to as the “City” and the Municipal Foremen and Laborers’ Union, Local No. 1099 (hereinafter referred to as the “Union”), which represents employees as specified herein. Specifically, the agreement addresses all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

**Section 2.** The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term “employee” or “employees” where used herein refers to all employees in the bargaining unit. The purpose of this contract is to provide a fair and reasonable method of enabling employees covered by this contract to participate, through union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties.

**ARTICLE 2**  
**UNION RECOGNITION**

**Section 1. Recognition.** The City recognizes the Municipal Foremen and Laborer’s Union, Local No. 1099, AFL-CIO, as the exclusive bargaining representative of all hourly rated employees in the Service Department and the Recreation Department (also known as “Ice Rink”) of the City and other hourly rated employees classified herein, but excluding part-time, temporary, and seasonal employees.

**Classifications:**

1. Assistant Manager
2. Foreman
3. Foreman/Mechanic
4. Garage Mechanic
5. Skilled Laborer/Dispatcher-Recycle Coordinator
6. Equipment Operator
7. Driver
8. Laborer/Senior Bus Driver
9. Helper (Full-Time)
10. Aquatics Coordinator
11. Maintenance Personnel (Recreation Center)
12. Night Shift Lead Man (Service Garage)
13. Custodian
14. Recycler (Full-Time)

**ARTICLE 3**  
**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 to be employed or laid off; (3) determine the qualifications of employees covered by the agreement; (4) determine the overall methods, process, means or personnel by which governmental operations are to be conducted; (5) make any and all 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 municipality or entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes of work; (15) terminate or eliminate all or any part of its work or facilities.

**Section 2.** In addition, the Union 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 work force 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.

**Section 3. Transfer of Employees.** Unless otherwise specified in this contract, when it is decided by management that a transfer of an employee is in the best interest and benefit to the City, the least senior qualified employee will be transferred unless a more qualified senior employee requests to be transferred to fill the opening. (The intent of this section is to prevent transfers as a disciplinary action.)

**Section 4.** At least forty-five (45) calendar days prior to exercising its right to subcontract or privatize work performed exclusively by the bargaining unit, the Employer will notify the Union in writing. The parties will meet and confer within fifteen (15) calendar days of that notice and the Union may submit alternatives to privatization. At least three (3) days prior to such meeting, the Employer will provide information relevant to such subcontracting or privatization pursuant to a request from the Union. The Employer will review any alternatives presented by the Union.

The City may not allow non-bargaining unit member volunteers to perform bargaining unit work except as it has in the past.

## **ARTICLE 4** **UNION RIGHTS**

**Section 1.** It shall not be a violation of this contract nor a cause for discipline if any employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any lawful primary picket line, or refuses to do work customarily performed by primary striking members of another union which has a contract with the City, except that the City shall not be required to pay the wages of any such employee.

**ARTICLE 5**  
**NO STRIKE/NO LOCKOUT**

**Section 1.** In conformance with Ohio Revised Code Section 4117 et. seq., the City and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this contract. It is the desire of the City and the Union to avoid work stoppages and strikes. Accordingly, neither the Union nor any member of the bargaining unit 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, picketing, or interference in any other manner with the normal operations of the City for the duration of this contract. Any disciplinary action taken as a result of a breach of this section is subject to the grievance procedure up to arbitration.

**Section 2. Union Cooperation.** The Union shall at all times cooperate with the City 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 Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, picketing, or other interference with normal operations of the City is in violation of this contract, unlawful, and not sanctioned or approved by the Union. The Union shall advise the employees to return to work immediately.

**Section 3. Lockout.** The City shall not lock out any employees for the duration of this contract.

**ARTICLE 6**  
**LIMITED RIGHT TO STRIKE**

**Section 1.** Upon or after expiration or termination of this contract or any extensions, and exhaustion of the dispute settlement procedures, employees have the right to strike under Chapter 4117 of the Revised Code provided that the employee organization representing the employees has given a ten (10) day prior written notice of an intent to strike to the public employer and to the Board; however, the Board, at its discretion, may attempt mediation at any time.

**ARTICLE 7**  
**NON-DISCRIMINATION**

**Section 1.** Both the City and the Union recognize their respective responsibilities under federal and state civil rights laws and fair employment practice laws. Neither the City nor the Union will unlawfully discriminate in the interpretation or application of this contract on the basis of race, age, color, religion, national origin, ancestry, sex, disability, military status, or union activities.

## **ARTICLE 8** **UNION SECURITY**

**Section 1.** The parties agree that all employees in the Union's bargaining unit shall be either members of the Union or be required to pay a fair share fee consistent with the terms of ORC 4117.09 (C).

Sixty (60) days following the date of hire, each employee who is not a member of the Union shall be required as a condition of employment to pay a fair share fee consistent with 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 Union's fulfillment of all obligations imposed upon it by this article, 4117.09 (C) ORC, and the Union's agency fee payer objection policy.

**Section 2.** The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature, provided that:

1. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union within thirty (30) days of the termination of this contract. Said employee shall automatically be placed under the fair share provisions of this provision.
2. The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

**Section 3.** All deductions shall be made during the first pay period of each month, but if an employee's pay for that period is insufficient to cover Union dues, the City will make a deduction from the pay earned during the next pay period.

**Section 4.** All deductions accompanied by an alphabetical list of all employees for whom deductions have been made shall be transmitted to the Union no later than the fifteenth following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the dispositions of all funds deducted.

### **Section 5.**

The City and the Union agree that if any legal challenge is made to City action under the terms of Article 8, that both parties will defend its validity until there is a final judgment of the highest court or tribunal to which the matter may be pursued. The Union agrees that its counsel will be the lead counsel during any such litigation and the City agrees that its counsel will fully cooperate in such litigation.

The Union represents to the City that it will comply with Section 4117.09(C) of the Ohio Revised Code.

**ARTICLE 9**  
**STEWARDS AND UNION REPRESENTATION**

**Section 1. Stewards.** The City recognizes the right of the Union and employees to select stewards to aid in the enforcement of this contract and to represent an employee, on request, in grievance meetings concerning the interpretation and application of this contract. The Union may designate up to three (3) stewards and shall notify the City in writing of the name of the designated stewards and of any changes thereto.

**Section 2.** The parties recognize that it may be necessary for a steward to leave his normal work assignment while acting in his capacity of a steward. The Union recognizes the operational needs of the City and will cooperate to keep to a minimum the time lost from work in processing grievances by stewards. Before leaving his assignment pursuant to this section, the steward will notify his immediate supervisor and if necessary wait a reasonable length of time for a replacement. The City will compensate a steward his normal rate for the time spent in the good faith processing of grievances through the second step, but only for such time expended during normal working hours.

**Section 3.** Upon due notice to the Service Director or his representative, a staff representative of the Union shall be permitted to enter the City's premises or any work site during work hours, provided that such visitation does not unduly interfere with the work requirements of any employee or disrupt operations in any way.

**ARTICLE 10**  
**PROBATIONARY PERIOD**

**Section 1. Probationary Employees.** Newly hired employees shall be on probation six (6) months and shall not acquire seniority until six (6) months after their date of hire. During the probationary period, new employees shall have only those rights specifically provided under this contract. If a probationary employee is discharged, only claims of discrimination may be taken up as a grievance. After the probationary period, an employee's seniority date will be his full-time date of hire.

**ARTICLE 11**  
**SENIORITY**

**Section 1. Definition.** Seniority shall be an employee's uninterrupted length of continuous service with the City in a job classification governed by this contract. Length of service shall be computed from the last date of hire.

**Section 2. Break in Seniority.** Seniority shall be broken only when an employee:

- A. is discharged for just cause;

- B. quits or resigns;
- C. is laid off for a period of more than eighteen (18) months, except that employees with less than eighteen (18) months seniority shall have recall rights only for the same number of months as their seniority;
- D. fails to report to work or notify of intent to return when recalled from layoff within ten (10) working days after issuance of notice sent to him by registered or certified mail to the last known address as shown on City records;
- E. is absent without leave for two (2) or more consecutive days, unless proper excuse for the absence is shown; is absent without notice to the City on three (3) or more occasions in one calendar year; or overstays a leave of absence or engages in other employment during a leave of absence.

**Section 3. Part-Time Employees.** Part-time, temporary, or seasonal employees have no seniority rights. The City may not use part-time employees except as it has in the past. Under no circumstances will the City employ part-time employees to perform bargaining unit work of a full-time bargaining unit employee who is on layoff and subject to recall.

**Section 4. Seniority List.** The City will maintain and make available to the Union an accurate seniority list, which shall include the date of hire, classification, and rate of pay of each employee covered by this contract.

**Section 5.** Employees accepting management positions shall maintain and accrue seniority during such appointments. Such employee shall have reverting rights to his prior position.

## **ARTICLE 12** **EXERCISE OF SENIORITY RIGHT**

**Section 1.** It is the intent of the parties, through this article, to establish the procedure by which a reduction in force, job abolishment, and recall shall be accomplished, should the need arise, and to specifically supersede the provisions of ORC 124.06, 124.321 through 124.328, OAC 123: 1-41-01 through 123: 1-41-22, 124-7-01 OAC, and all local rules and regulations of the City of Brooklyn Civil Service Commission governing work force reductions, job abolishment, or recall.

**Section 2. Layoff.** Whenever it becomes necessary because of lack of work or lack of funds, or, whenever it is advisable in the interests of economy or efficiency to reduce the working force of the Service Department or Ice Rink, a reduction in force shall occur in accordance with this article (i.e., layoff or job abolishment.) The employee with the lowest amount of seniority within the classification(s) affected shall be first laid off.

The Employer shall notify affected employees 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 written request of either party, to discuss possible alternatives.

In accordance with this Article, the City will lay off employees performing bargaining unit work in the following order:

Temporary employees;  
Seasonal employees;  
Regular part-time employees;  
Regular full-time employees.

At least fourteen (14) calendar days prior to sending the layoff notices required by this Section, the Employer will notify the Union in writing of the potential for layoffs. The parties will meet and confer within fourteen (14) days of that notice and discuss alternatives to layoffs. At least three (3) days prior to such meeting, the Employer will provide information relevant to such layoffs pursuant to a request from the Union. The Employer will review any alternatives presented by the Union.

**Section 3. Bumping Rights.** Any employee receiving notice of layoff shall have seven (7) calendar days following receipt of notice in which to exercise his right to displace (“bump”) a less senior employee in a lower classification within the bargaining unit. An employee whose job is closed down for any reason enumerated in Section 2 above may exercise his seniority in the next lower classification provided the employee is qualified to perform the job. If an employee is not eligible or qualified to bump into the next lower classification, he may exercise his seniority right in any other lower classification where he is eligible and qualified. Lower classification shall mean a classification with a lower base rate of pay.

**Section 4. Rate of Pay.** When an employee exercises his bumping rights, he will be paid the rate of pay for the classification he bumps into.

**Section 5. Prohibition on Hiring.** No new employees shall be hired into any classification while former employees on the current seniority list with adequate skill, ability, and physical fitness to do and perform the work, and who have been laid off, are willing and available to accept the job available.

**Section 6. Return Rights.** The employee with the greatest amount of seniority within a classification who has bumped into a lower classification shall be entitled to his former classification whenever a vacancy in that classification occurs.

**Section 7. Recall.** Employees shall be recalled in the reverse order of layoff. If an employee on layoff is unqualified or unable to perform the job available, the next most senior employee will be recalled. A laid off employee unable to qualify for recall will retain his position on the recall list for the next available opening; provided, however, nothing in this contract will prevent the City from employing temporary employees while a recall is being effectuated. (Temporary employee shall be defined as an employee who works no more than thirty ( 30) days at any one time.)

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.

Employees who are laid off will retain recall rights for a period of eighteen (18) months from the effective date of the layoff.

**Section 8. Stewards.** Preferential seniority shall be provided for the Union Stewards and the affected steward(s) shall be retained in employment so long as there is work he/they can perform. Preferential seniority does not refer to seniority within a classification but is clarified to mean that the steward's seniority will be deemed to be at least one (1) day more than any other employee in the lowest classification.

### **ARTICLE 13** **LEAVES OF ABSENCE**

**Section 1. Funeral Leave.** An employee shall be granted time off with pay (not to be deducted from the employees sick leave) for the purpose of arranging the funeral of a member of the employee's immediate family as follows: seven (7) calendar days: spouse, children, stepchildren, parents, grandparents, brother, sister, parent-in-law; three (3) calendar days: grandparents-in-law, brother-in-law and sister-in-law. In all cases where more time is required, the employee shall make application in writing to the Service Director who shall advance sufficient vacation days or compensatory time to cover the emergency.

**Section 2. Military Leave.** Military Leave shall be granted and administered consistent with applicable law and City policy.

**Section 3. Education Leave.** An employee may be granted a leave of absence without pay for education purposes relating to the operations of the City.

**Section 4. Personal Leave.** At the discretion of the Mayor, a leave of absence, with or without pay, of up to thirty (30) days in any calendar year may be granted to an employee for any legitimate personal reason without off of seniority.

**Section 5. Jury Duty.** An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence with pay for the period of jury or witness service, as provided herein:

- A. an employee must present verification of his call to jury duty or witness duty;
- B. if a witness, that his testimony was within the scope of his employment for the City and not of a personal nature; and
- C. turn in the amount received as a jury or witness fee to the City Treasurer in order to receive his regular pay for his time period.

**Section 6.** An employee who is required to appear in court for reasons outside the scope of his employment, other than jury duty, shall be granted vacation time or an excused absence (non-paid) provided that:

Documentation is provided in the form of a subpoena and the request for an excused absence (non-paid) or vacation time is made to the appropriate supervisory person at least twenty-four (24) hours in advance.

#### **ARTICLE 14** **SICK LEAVE WITHOUT PAY**

**Section 1.** After an employee has exhausted his sick leave with pay, he or she may be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness, injury, or pregnancy (including post-partum recovery periods), upon request, supported by medical evidence satisfactory to the City if the employee has reported such illness, injury, or pregnancy (including post-partum recovery period), to his or her department head or immediate supervisor by no later than the second day of absence. If the illness, injury, or pregnancy (including post-partum recovery period), continues beyond six (6) months, the City may grant additional unpaid sick leave under this paragraph upon request. An employee on sick leave is expected to keep the City informed on the progress of his or her illness, injury, or pregnancy (including post-partum recovery period), and the anticipated date of return. Any employee who has been on sick leave beyond two (2) consecutive work days may be required to submit to and pass a physical examination before being permitted to return to work.

#### **ARTICLE 15** **SICK LEAVE WITH PAY**

**Section 1.** All regular full-time employees shall be credited with paid sick leave at the rate of 4.6 hours per bi-weekly pay period. Unused sick leave shall continue to accumulate without limitations.

An employee who has service time with another county, state, or municipal agency (public service agency) within the State of Ohio may be credited with the unused balance of his/her previously accumulated and unused sick leave, not to exceed a maximum of four hundred eighty (480) hours. The employee must be employed by the City within ten (10) years of separation from the other public agency, and must provide written verification from the other public agency of the previously earned and unused sick leave. The verification must indicate that the leave being reported does not include any sick leave for which the employee received any form of compensation. The verification must be provided to the City within sixty (60) calendar days of employment.

- A. Paid sick leave shall be granted only for pregnancy leave, actual sickness or injury, confinement by reason of a contagious disease, communicable to other employees, serious illness or injury in the employee's immediate family.
- B. Paid sick leave will be credited, but cannot be used until the employee has satisfactorily completed his initial probationary period with the City.
- C. No paid sick leave shall be granted unless the division authority designated by the City is notified of the sickness no later than one (1) hour following the employee's scheduled starting time on the first day of the absence on account of sickness. Absences not reported as stated above may be excused by his employer if the appointing authority or his designee determines that there were unusual circumstances which were beyond the employee's control. An employee is required to either call in on each day off or he may notify the City of the tentative length of his absence.
- D. A certificate from a licensed physician shall be required immediately upon returning to work for any sickness from an employee who has been so notified in writing that he has demonstrated a patterned abuse over the preceding months or after any illness requiring hospitalization. The certificate must include re-employment date, work capable of being performed, all restrictions. An employee shall be required to bring a doctor's certificate for any sickness beyond two (2) days. The validity of all medical excuses and physician's certificates are subject to review by a City physician. Any reviews or medical examinations by the City shall be done on City time.
- E. 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 benefits under the Public Employees Retirement System, such employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement multiplied by one-half (1/2) the total number of accumulated but unused sick days earned by the employee as certified by the Finance Director. Effective October 1, 2010 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 benefits under the Public Employees Retirement System, such employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement multiplied by .33 (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 of nine hundred (900) hours of pay.
- F. Bi-weekly, the City will distribute to regular full-time employees an annual statement fully advising the employee of his paid sick leave status.
- G. An employee who is hurt on the job shall have the option of using his paid sick leave, workmen's compensation, sick leave without pay, or his vacation, whichever he prefers.
- H. An employee shall be granted paid sick leave for childbirth and/or disability arising out of that condition on the same basis as any other sick leave provided that the City may

require the employees to furnish a physician's certificate as to when such leave shall commence and when the medical disability is ended.

- I. Sick Leave Abutting Holidays. Employees who call off on sick time the day before or the day after a holiday must provide a doctor's written excuse. If there is not written excuse, the employee will forfeit the holiday pay connected with the occurrence.

## **ARTICLE 16** **UNIFORM ALLOWANCE**

**Section 1.** All regular full-time employees, unless otherwise herein specified, shall receive a uniform allowance in the amount of seven hundred dollars (\$700.00).

Dispatcher/Recycle Clerk, Aquatics Coordinator, and Senior Bus Driver shall receive a uniform allowance in the amount of three hundred dollars (\$300.00). Uniform allowances will be prorated in the year of retirement.

## **ARTICLE 17** **HOURS OF WORK**

**Section 1.** The normal work week for regular full-time employees shall consist of forty (40) hours of work in five (5) eight (8) hour work days, starting 12:00 midnight Monday to midnight Friday. Normal daily hours shall be from 8:00 a.m. to 4:30 p.m., exclusive of Packing/Pulling Crews. Employees shall be allowed not less than forty-five (45) uninterrupted minutes for a scheduled lunch period.

**Section 2. Bidding.** The City shall allow the Service Department employees to bid on shifts annually.

**Section 3. Recreation Department.** The Recreation Department is a seven (7) day operation. The Recreation foreman's shift is at the discretion of the Recreation Commissioner. Shifts are posted once a year and picked by seniority. Shifts consist of the following: 1 – Open Shift, 2 – Middle Shift, and 3 – Close Shift.

## **ARTICLE 18** **OVERTIME AND EQUALIZATION OF OVERTIME**

**Section 1. Authority of the City.** The City shall be the sole judge of the necessity for overtime, to determine weekly and daily work schedules, and the number of shifts required. The City shall not change an employee's starting or quitting time for the purpose of avoiding overtime payments. Full-time employees shall be offered overtime before part-time and/or seasonal employees. Work on senior grass that does not exceed forty (40) hours is not defined as overtime for the purposes of this section even if performed outside normal work hours. If

overtime has been offered and full-time employees do not accept the overtime, the City may use part-time employees to get the task accomplished.

A. Recreation Center. Overtime and holiday shifts are determined on a rotation basis starting with the most senior man. The Recreation Foreman is included in the rotation.

**Section 2. Daily Overtime.** Employees shall receive time and one-half (1 1/2) their regular rate of pay, or may elect to receive compensatory time off at the rate of time and one-half (1 1/2), for all hours worked in excess of eight (8) hours in any one day.

**Section 3. Weekly Overtime.** Employees shall receive time and one-half (1 1/2) their regular rate of pay, or may elect to receive compensatory time off at the rate of time and one-half (1 1/2), for all hours worked in excess of forty (40) hours in any one week. Daily and weekly overtime shall be cumulative. Holiday pay shall be counted as eight (8) hours worked in computing eligibility for weekly overtime.

**Section 4. Overtime Election.** With reference to Sections 2 and 3, employees who have earned overtime may credit such overtime to compensatory time off to be elected on a per pay period basis (each two [2] weeks of a pay cycle), choice of compensatory time or overtime pay.

**Section 5. Equalization of Overtime.** For the purposes of equalization of overtime, Service Department classifications and Recreation Department classifications are separate and non-inclusive. However, if and/or when it may be required of an employee assigned to the Recreation Department to work in the Service Department, such as a CDL certified driver during snow removal, the City reserves the right to do so, providing the employee is qualified for the work assignment.

**Section 6. Calculation of Overtime.** Employees refusing to work overtime will be charged overtime as if they had worked it. All overtime will be posted on a six (6) month basis.

**Section 7. Report Pay.** Employees reporting to work who have not been notified not to report shall be given two (2) hours work or receive at least two (2) hours pay, at time and one-half (1 1/2) his hourly rate of pay.

## **ARTICLE 19** **CALL-IN PAY**

**Section 1.** If an employee is called in to work at a time when he is not scheduled to work, he will be compensated at one and one-half (1 1/2) times the rate provided above for hours worked, including shift premium, but in no event for less than three (3) hours.

## **ARTICLE 20** **HEALTH COVERAGE & INSURANCE**

**Section 1.** The City agrees to continue to make available to full-time bargaining unit employees a medical and hospitalization plan, including dental, vision and hearing coverage, 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 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. Insurance.** The Employer will pay to the employee's family or designated beneficiary a death benefit in the amount of thirty thousand dollars (\$30,000.00), accidental death, and dismemberment in the amount of sixty thousand dollars (\$60,000.00).

## ARTICLE 21 PAID HOLIDAYS

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

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

**Section 2. Personal Day.** All employees shall, in addition to all other holidays, be granted two (2) personal leave days each year, one (1) to be credited in January and one (1) to be credited in June, which are to be taken within the year earned. Personal days may be used upon twenty-four (24) hour supervision approval. In the event said personal day(s) are not taken within the year earned, said personal day(s) shall not qualify for compensatory time and are forfeited. In the event employment is terminated for any reason whatsoever, all personal day(s) not previously used are forfeited.

**Section 3.** Employees who are required to work on a holiday or a day scheduled in lieu thereof shall receive double time (2x) in addition to the holiday for such time worked. The personal day is not a holiday for these purposes.

**Section 4.** A calendar will be established designating the exact dates of holidays to eliminate any possible confusion on dates of holiday pay.

**ARTICLE 22**  
**LONGEVITY**

**Section 1.** All regular full-time employees shall receive longevity payments at the rate of three hundred dollars (\$300.00) for completion of every five (5) years of continuous service as follows:

| <u>Completed Years of Service</u> | <u>Payment</u> |
|-----------------------------------|----------------|
| 05 - 09 years                     | \$300.00       |
| 10 - 14 years                     | \$600.00       |
| 15 - 19 years                     | \$900.00       |
| 20 - 24 years                     | \$1,200.00     |
| 25 years and over                 | \$1,500.00     |

**Section 2.** Longevity is paid each year after reaching the first five (5) year threshold and longevity checks are to be distributed the last pay of the month.

**ARTICLE 23**  
**VACATION**

**Section 1.** All regular full-time employees shall be granted the following vacation leave with full pay for each year based upon their length of full-time service with the City as of December 31 of the preceding year, as follows:

| <u>Years 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) or more | Six (6) weeks (240 hours)*  |

\*This provision applies only to employees hired prior to December 31, 2002.

Ohio Revised Code Section 9.44 does not apply to bargaining unit employees hired on or after March 1, 2010. However, the specific waiver of R.C. 9.44 shall not affect any full-time employee who is a member of the bargaining unit as of February 28, 2010, and such employees shall continue to have their prior public service counted for the purposes of vacation service credit.

Effective January 1, 2001, all vacation which will be qualified for on the employee's anniversary date of the new year shall be booked and available for employee use as of January 1<sup>st</sup> of each new year. Should employment be terminated prior to the employee's anniversary date, usual separation pay adjustment procedures shall be followed.

**Section 2.** Vacation shall be taken during each current year. Provided however, that the City may permit an employee to carry over one (1) week's vacation leave to the following year upon written request and upon written approval of the Service Director. Vacations will be selected from March 1 through March 15 of each respective year.

**Section 3. Vacation Conversion.** An employee with twenty-five (25) years of service with the City may elect to turn up to one hundred twenty (120) hours of vacation into cash payment annually, provided that in no case will this give rise to a claim for overtime pay or affect the calculation of the overtime rate of pay.

#### **ARTICLE 24** **MILEAGE**

**Section 1.** All regular full-time employees authorized to use their car in the performance of their duties for the City shall be reimbursed only for such actual mileage at the rate of \$.05 per mile less than the IRS rate, or such other rate as established by City policy.

#### **ARTICLE 25** **DISCIPLINE**

**Section 1.** Discipline is defined as any verbal or written warning, suspension, discharge, or demotion for just cause. An employee who is disciplined must be disciplined within five (5) working days of the event(s) upon which the discipline is based. In the case of suspension or discharge, the employee has a right to have a Union Steward present, and upon request, will be permitted to discuss his suspension or discharge in an area provided by the City before he is required to leave the premises. (Exception: Where an employee has been involved in fighting or another threatening situation, he shall be immediately removed from the work site.) If a steward is being disciplined, he has a right to be represented by a Union Officer.

**Section 2.** An employee who is suspended or discharged shall be given a written notice stating the reason for the disciplinary action within three (3) working days. The Union shall receive copies of all discipline notices given to the member. All suspensions shall be for a specific period of time. All verbal and written warnings may be reviewed through Step 3 of the grievance procedure. Any suspension or disciplinary reduction in rank or pay may be reviewed through Step 4 of the grievance procedure. Any disciplinary action taken as a result of an

employee's violation of the no-strike section shall not be appealable through the grievance procedure.

**Section 3.** In the case of an investigatory interview, which may lead to disciplinary action, the employee has the right to have a Union Steward or officer present, upon request.

**Section 4.** The Employer shall schedule a pre-disciplinary hearing prior to an imposition of disciplinary action involving suspension or termination. The Employer may issue verbal or written warnings without a pre-disciplinary hearing provided, if an employee so requests, a Union steward is present at the time such a warning is issued. An employee has the right to have his union steward or union officer present at a pre-disciplinary hearing or investigatory interview that may lead to disciplinary action upon request. The City will, as a general rule, schedule such hearing within seventy-two (72) hours after the event or knowledge of the event(s) upon which the discipline is based.

**Discipline** - As a general rule, the employee shall be subject to a verbal warning, a written warning, suspension and then termination. However, an employee may be immediately terminated subject to the pre-disciplinary hearing for any of the following offenses, such as, but not limited to: consumption or possession of alcohol or drugs on the premises; reporting to work under the influence of same; gross insubordination; fighting; dishonesty or theft; participation in an unauthorized strike; engaging in the illegal or unlawful activities; all of which without construing the foregoing as limiting or any other similar act(s). The City will attempt to provide the Union with twenty-four (24) hours' notice before such action.

## **ARTICLE 26** **GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1. Grievance.** A grievance is a dispute or difference between the City and the Union or the City and an employee, concerning the interpretation or application of any express provision of this contract except those matters reserved to the jurisdiction of the Civil Service Commission pursuant to Article 38 herein (Bargaining Unit Application of Civil Service Law). 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.

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. This provision shall not be construed to limit an employee's statutory rights with regard to appeals of alleged discrimination under state/federal law.

“Work” or “working” day as used herein means calendar days excluding Saturdays, Sundays, and designated holidays.

## **Section 2. Grievance Procedure.**

**Step 1.** An employee who has a grievance may take it up orally with his immediate supervisor, either alone or with his steward, within three (3) working days after the event(s) occur which give rise to the grievance. The supervisor will respond orally or in writing within three (3) working days after the grievance is presented to him.

**Step 2.** If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing with details and remedy requested and submitted to the Director of the Service Department on forms provided by the City within five (5) working days after receipt of the Step 1 answer. The Director will meet with the employee and with representatives of the Union within three (3) working days of the receipt of the grievance. The Director will provide a written response to the grievant and the Union within three (3) working days of the Step 2 meeting.

**Step 3.** If the grievance is not satisfactorily settled at Step 2, the employee may appeal in writing to the Mayor on forms provided by the City within seven (7) working days of the receipt of Step 2 answer. The Mayor, or his designee, shall respond in writing within fifteen (15) working days of the receipt of the appeal.

**Step 4.** If the grievance is not satisfactorily settled at Step 3, the Union may request that the grievance be submitted to arbitration within twenty (20) working days of Step 3 answer. Upon notice of request to arbitrate, the Union will simultaneously request the Federal Mediation and Conciliation Service to submit a panel of eleven (11) arbitrators and will choose one by the alternative strike method. The City and the Union will share fees and expenses of the arbitrator so selected equally; however, 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.

**Section 3. Attendance at Arbitration.** Any employee or City official requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending an arbitration proceeding. 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 exceed five (5) employees.

**Section 4. Policy Grievance.** A grievance that affects a substantial number of employees may be initiated at Step 2 of the Grievance Procedure.

**Section 5. Authority of Arbitrator.** The arbitrator shall have jurisdiction only over disputes arising out of a grievance as to the interpretation and/or application of the provisions of this Contract.

The arbitrator shall have no power or authority to add to or subtract from or modify in any way the provisions of this Contract, or to make an award in conflict with law.

**Section 6. Binding Arbitration.** The grievance procedure set forth herein is the exclusive method of resolving disputes and all decisions of arbitrators or settlements of grievance reached prior to arbitration shall be final and binding on the City, the Union and the grievant; provided

that the withdrawal of any grievance at any stage shall not be prejudicial to the position of the parties as they relate to that grievance or any future grievance.

**Section 7.** The General Foreman or his designee shall expedite grievances protesting unsafe working conditions with same day investigation. Provided that the employee has notified his supervisor of an alleged unsafe condition, the employee shall not be required to perform the work, but shall be assigned alternative duties without loss of pay.

**ARTICLE 27**  
**PERSONNEL RECORD**

**Section 1.** An employee shall, upon request, be permitted to review his personnel record file, (divisional file and Personnel Department file), in the presence of proper supervision. For the purposes of this Contract only, copies of letters of reprimand and commendation, disciplinary actions, suspension, probationary reports, and employee ratings shall be made available to the employee at the time of issuance and/or upon request by the employee.

**Section 2.** An employee may ask the Service Director to remove from consideration any and all disciplinary records from his/her personnel file after twelve (12) months retention. The Service Director, upon receipt of a written request identifying the documents, shall remove said documents from the file and such documents shall not be used for disciplinary purposes.

**ARTICLE 28**  
**SAVINGS CLAUSE**

**Section 1.** In the event anyone 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 severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In any such event, the Employer and the Union will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

**ARTICLE 29**  
**COMPENSATION**

**Section 1.**

- A. Effective with the first full pay in July 1, 2010, the top wage rate paid shall be the 2008 rates; and a wage schedule will be designed to include a start rate, a one (1) year rate, a two (2) year rate, and a three (3) year rate that shall be 80%, 85%, 90%, and 95% of the top rate respectively. The above wage rates will be increased in accordance with the terms of this Agreement. The wage schedule is attached as Appendix A.

Newly hired employees will normally be compensated at the start rate and will advance accordance with the established time frames (e.g., after completion of one year etc.), however the Mayor may grant up to two years of credit based upon prior work experience.

Promoted employees will advance to the step for the higher classification that grants them an increase, and, if they have more than four (4) years' service with the City, will advance to the top step after completion of six (6) months of service in the higher classification

- B. 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.

**Section 2. Shift Differential.** Effective January 1, 2006, employees assigned to second shift shall be paid a shift differential premium of twenty five cents (.25) above the employee's regular rate of pay (as compared to the first shift). Employees assigned to third shift shall be paid a shift differential premium of fifty cents (.50) above the employee's regular rate of pay (as compared to the first shift). Shift differential shall not be considered a part of the basic wage scale for any purpose and shall not figure into payment of overtime, holidays, personal days, vacation or sick leave.

**Section 3. Bombardier Operator.** Employees assigned to operate a Bombardier track plow shall receive an additional fifty cents (.50) per hour over and above the employee's regular rate of pay. This rate shall be paid only while the employee is operating the Bombardier units.

**Section 4. Compensatory Time.** Compensatory time may be banked to a maximum of two hundred forty (240) hours and will be earned and used at the same rate as other overtime. Compensatory time can be used with the permission of Management with one (1) day prior notice. A maximum of two hundred forty (240) hours of compensatory time can be carried over into the next calendar year. When an employee earns over two hundred forty (240) hours of compensatory time, all other overtime shall be paid to the employee in cash.

**Section 5. Working in a Higher Classification.** An employee performing work in higher classifications for two (2) hours or more will be paid at the higher rate for all regular and overtime hours worked in that classification. An employee doing work in a lower classification will be paid at the rate of his regular classification. If an employee is working in a bargaining unit position in an acting status for a period of six months, then the City shall bid the position, absent unusual circumstances.

**Section 6.** The City shall pay drivers wages when an employee drives trucks with air brakes or a street sweeper. The City will pay skilled labor premium pay for concrete, carpentry, plumbing, electrical and painting.

Concrete, carpentry, plumbing and electrical work qualifying for the skilled labor premium will be in accordance with the past practice of determining what qualifies as skilled labor. Painting work will be considered skilled labor if it involves: preparing interior or exterior structural surfaces for painting (chipping, scraping, sanding, taping); painting structural interior or exterior surfaces that requires trim and/or detailed cutting in; removing and installing wallpaper; street stripping; and ice painting. Other types of painting may qualify as skilled labor at the discretion of the Service Director. The Service Director shall not unreasonably withhold his approval of painting work which may qualify as skilled labor.

**Section 7.** Employees assigned to operate the automated packer truck will receive an additional twenty-five cents (\$.25) per hour over and above the employee's regular rate of pay. This rate shall be paid only while the employee is operating the automated packer truck.

**ARTICLE 30**  
**JOB BIDDING**

**Section 1.** The City shall post a notice for a permanent job in places where such notices are normally posted for no more than five (5) working days. Upon completion of said posting period, the City will consider all employees who filed for the posted job. Employees shall only be permitted to bid on a position which pays greater compensation (more dollars per hour). Job bidding will only be in vogue for situations that are a promotion for 1099 Members (promotion defined as making more money than the job classification they are currently in). The City shall have the right to select and make an award to an employee based on the following formula:

Employees will receive one (1) point for each year of seniority to a maximum of fifteen (15) points. Employees will receive 0, 1, 2, 3, 4, or 5 points for five (5) other factors including the following: Rating of the General Foreman/Service Director (knowledge, skills, abilities, demeanor, attitude, etc.), Experience (on the job experience and experience with other employers), Education & Training (any special requirements related to the position, e.g., degree, certification, license, etc.), Discipline record within prior two (2) years, and Attendance record within prior two (2) years, up to a maximum of twenty-five (25) points. The total maximum combined points available shall be forty (40), and the City shall choose the candidate with the highest score.

**ARTICLE 31**  
**PRODUCTIVE WORK BY NON-BARGAINING UNIT EMPLOYEES**

**Section 1.** Non-bargaining unit employees shall not perform bargaining unit work, which causes layoff, demotion, downgrading of an employee in the bargaining unit; the reduction of the present workforce; the avoidance of overtime payment or curtailment below the normal scheduled forty (40) hour workweek; or to prevent the return to work of an available, competent bargaining unit employee for the duration of the Contract.

**Section 2.** It is understood and agreed by the Union that the Employer may assign supervisors to perform bargaining unit work for instructional purposes, or in genuine emergencies only after all available qualified bargaining unit employees refuse such emergency overtime work, as the Employer maintains the right to abate or eliminate a true emergency situation when liability is an issue and the safety and well-being of the citizens are primary and foremost considerations. For the purpose of this paragraph, an emergency is defined as any impairment to the City services or operations which cannot be delayed until the beginning of the next regular work day.

**Section 3.** The City shall not permit part-time employees, seasonal help or persons working community hours to perform tasks that involve the use of a CDL or heavy equipment (Truck Loader, Compactor, Back Hoe and Front End Loader).

**ARTICLE 32**  
**DURATION OF AGREEMENT**

**Section 1.** This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise noted herein shall become effective upon ratification by both parties and shall remain in full force and effect until December 31, 2015. If either party desires to make any changes in this Agreement for a period subsequent to December 31, 2015, notice of such a 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 give 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.

Notwithstanding the above and consistent with the provisions of Articles 20 and 29 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 employee health insurance premium contributions in effect as of December 1, 2014.

**ARTICLE 33**  
**SAFETY COMMITTEE**

**Section 1.** A Safety Committee is hereby established with five (5) members; two (2) employees from the Service Department, one (1) employee from the Recreation Department, and two (2) employees appointed by the Mayor. The Safety Commission shall meet once in each calendar quarter to review the safety status of City equipment and write up any safety defects that appear to need repair. Another of the functions of the Safety Committee will be to encourage employees to engage in safe conduct in their daily operation and to be safety conscious.

**Section 2.** Each employee shall be required to write up any complaints about equipment with which such employee works and provide a copy to his immediate supervisor and a copy to a Union member of the Safety Committee. Failure to notify of any safety defects may be cause for disciplinary action.

**Section 3. Safety Guidelines.**

- A. The Employer shall assign a two (2) man crew (minimum) when lifting is involved or when power tools (to include chain saw and sewer vacuum) are to be used by an employee. This policy is to be reviewed in six-month intervals.
- B. A minimum of two (2) employees shall be called in for salting and snow removal, also loader on call during snow season.

**ARTICLE 34**  
**LABOR-MANAGEMENT COMMITTEE**

**Section 1.** There is hereby created a labor-management committee, which shall consist of the Service Director and Personnel Director, representing the Employer, and the Union Steward and Union Agent, representing the Union.

**Section 2.** The City and the Union shall meet on a quarterly basis. Meetings will be held in March, June, September and December to discuss matters of mutual concern. Employee's evaluations will be discussed and a system will be arranged through the labor management committee.

**ARTICLE 35**  
**MISCELLANEOUS**

**Section 1. Copies of Contract.** The City shall provide copies of the collective bargaining agreement at no cost to the Union, to all members of the bargaining unit, and to all new employees upon hire and completion of their probationary period.

**Section 2. Tool Allowance.** All mechanics and the welder/carpenter in the skilled classification shall receive a tool allowance as follows: (in a separate check): \$300.00.

Recreation Center Personnel will receive an annual tool allowance of \$200.00.

**Section 3. Equal Rate of Pay.** Garage mechanics and skilled laborers will receive an equal pay rate.

**Section 4. Physical Limitation.** Per union proposal, management reserves the right to assign any employee to a specified assignment based upon their physical limitations and whether or not the employee can perform his/her original job.

**Section 5. Obligation to Obtain and Maintain a CDL License.** New employees have six (6) months to obtain a CDL license. The city will provide practice time and a vehicle in order for employees to obtain a CDL license. Employees hired after January 1, 2014 who fail to maintain a valid CDL license will be terminated.

All Local 1099 employees hired before January 1, 2014, with the exception of the Custodian and the Aquatics Coordinator, will obtain and maintain a CDL. If a current employee fails to obtain a CDL or has a CDL and/or driver's license revoked, that employee will maintain employment in his present classification but will be reduced in wage by ten percent (10%) of their wage rate. If the employee subsequently obtains a CDL, the member will be returned to the previous applicable wage. No employee will have action taken to lessen wages due solely to medical disqualification.

**Section 6. Privatization.** The City will give forty-five (45) days' notice to Local 1099 in the event it decides to privatize rubbish collection. It will meet and allow the Union to prepare a bid for consideration.

**Section 7. Job Training Program.** If a job opening occurs in the classification of operator, the City will institute a program whereby personnel will be trained on their own time; however, the trainee will be considered as on "company time" with respect to workers' compensation eligibility and the trainer will be paid at an overtime rate of pay assuming he/she is working overtime. In the occasional situation where the trainer is working his regular hours, and the trainee is shadowing him/her, the trainer will receive his standard hourly rate.

**ARTICLE 36**  
**INJURY LEAVE - ON DUTY INJURY**

**Section 1.** An employee who is unable to perform his regular duties, due to an injury/illness that is the direct result of an accident/incident on the job, within the scope of his employment as a full-time employee of the city, shall be paid his regular compensation during the continuance of such service related injury/illness but for a period not to exceed ninety (90) calendar days from the date that such service related injury/illness was incurred. During such injury leave, compensation shall be paid in accordance with this section, whether or not the regular employee has accumulated sick leave. The first seven (7) days of such leave shall be charged against an employee's accumulated sick leave.

Injury leave shall also be charged against Family and Medical Leave.

**Section 2.** If at the end of this ninety (90) days period the employee is still incapable of performing 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 Mayor/designee to file for Workers' Compensation and sign a waiver assigning to the City 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 Worker's Compensation system, thereby requiring the employee to file for Worker's Compensation medical benefits only. These provisions will not be applied inequitably.

**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 City, while not working the normal amount of hours and/or performing the normal job duties without the prior consent of the Service Director. Violation of this provision may be grounds for discipline and dismissal.

**Section 5.** Certification of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Service Director before the last day of each two (2) week period in which disability occurred or continues, or more often, if requested to do so by the Service Director. The Employer shall have the right to require employees 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/illness 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 incapable of performing 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 Service Director based on the medical examination, the employee may submit the question to the grievance procedure.

### **ARTICLE 37** **RULES AND REGULATIONS**

**Section 1.** The Union recognizes the right of the Employer to establish reasonable work rules, regulations, policies and procedures.

This agreement represents the entire agreement between the Employer and the Union, and unless specifically set forth in the express written provisions of this agreement, all rules, regulations, policies and procedures previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

**Section 2.** Any decision or action of the Employer pursuant to Section 1 above may be the subject of discussions between the parties at a Labor/Management meeting.

### **ARTICLE 38** **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, Sections 124.34 (A) relative to convictions of a felony and 124.57 ORC 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, and the original new hire 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 124.11 ORC and/or City Charter, local statutes, and/or ordinances.

**EXECUTION**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_.

**FOR THE CITY OF BROOKLYN**

*Richard A. Balbin*  
\_\_\_\_\_  
*J. Rivera*  
\_\_\_\_\_  
*Scott Clausen*  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE MFLU LOCAL 1099**

*Vincent E. Callahan*  
\_\_\_\_\_  
*Martha P. ...*  
\_\_\_\_\_  
*Wm. B. ...*  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A**  
**WAGE SCHEDULE**

| <b>2013 3.25%</b>                          |              |                     |                      |                      |                                 |
|--------------------------------------------|--------------|---------------------|----------------------|----------------------|---------------------------------|
| <b>Advancement*</b>                        | <b>Start</b> | <b>After 1 year</b> | <b>After 2 years</b> | <b>After 3 years</b> | <b>After 4 years – Top Rate</b> |
|                                            | <b>80%</b>   | <b>85%</b>          | <b>90%</b>           | <b>95%</b>           |                                 |
| <b>Service Garage</b>                      |              |                     |                      |                      |                                 |
| Foreman                                    |              |                     |                      | \$27.91              | \$29.382                        |
| Equipment Operator                         | \$21.75      | \$23.10             | \$24.47              | \$25.83              | \$27.189                        |
| Skilled Laborer/Recycle Clerk              | \$21.75      | \$23.10             | \$24.47              | \$25.83              | \$27.189                        |
| Mechanic                                   | \$21.75      | \$23.10             | \$24.47              | \$25.83              | \$27.189                        |
| Driver                                     | \$20.95      | \$22.27             | \$23.58              | \$24.88              | \$26.197                        |
| Laborer/Senior Bus Driver                  | \$20.16      | \$21.42             | \$22.68              | \$23.94              | \$25.206                        |
| Laborer                                    | \$20.16      | \$21.42             | \$22.68              | \$23.94              | \$25.206                        |
| Recycling Crewperson                       | \$14.27      | \$15.16             | \$16.06              | \$16.95              | \$17.845                        |
| Night Shift Lead Man                       | \$20.99      | \$22.30             | \$23.61              | \$24.92              | \$26.238                        |
| Lead Man Additional \$1.00 Per Hour (2003) |              |                     |                      |                      |                                 |
| <b>Ice Rink</b>                            |              |                     |                      |                      |                                 |
| Foreman                                    |              |                     |                      | \$27.91              | \$29.382                        |
| Assistant Rink Manager                     | \$23.51      | \$24.97             | \$26.44              | \$27.91              | \$29.382                        |
| Aquatics Coordinator                       | \$15.60      | \$16.58             | \$17.55              | \$18.53              | \$19.507                        |
| Maintenance                                | \$20.40      | \$21.68             | \$22.95              | \$24.23              | \$25.504                        |
| Custodian                                  | \$14.05      | \$14.92             | \$15.80              | \$16.69              | \$17.569                        |
| Laborer – No CDL                           | \$18.14      | \$19.27             | \$20.41              | \$21.54              | \$22.685                        |

\* Note: Promoted employees move to the step that grants an increase and, if they have more than four years' total service with the Service Department, will move to the top rate after six (6) months of service in the higher classification (see Article 30).

| <b>2014 1.5%</b>                           |              |                     |                      |                      |                                 |
|--------------------------------------------|--------------|---------------------|----------------------|----------------------|---------------------------------|
| <b>Advancement*</b>                        | <b>Start</b> | <b>After 1 year</b> | <b>After 2 years</b> | <b>After 3 years</b> | <b>After 4 years – Top Rate</b> |
|                                            | <b>80%</b>   | <b>85%</b>          | <b>90%</b>           | <b>95%</b>           |                                 |
| <b>Service Garage</b>                      |              |                     |                      |                      |                                 |
| Foreman                                    |              |                     |                      | \$28.32              | \$29.822                        |
| Equipment Operator                         | \$22.07      | \$23.44             | \$24.83              | \$26.21              | \$27.596                        |
| Skilled Laborer/Recycle Clerk              | \$22.07      | \$23.44             | \$24.83              | \$26.21              | \$27.596                        |
| Mechanic                                   | \$22.07      | \$23.44             | \$24.83              | \$26.21              | \$27.596                        |
| Driver                                     | \$21.26      | \$22.60             | \$23.93              | \$25.25              | \$26.589                        |
| Laborer/Senior Bus Driver                  | \$20.46      | \$21.74             | \$23.02              | \$24.29              | \$25.584                        |
| Laborer                                    | \$20.46      | \$21.74             | \$23.02              | \$24.29              | \$25.584                        |
| Recycling Crewperson                       | \$14.48      | \$15.38             | \$16.30              | \$17.20              | \$18.122                        |
| Night Shift Lead Man                       | \$21.21      | \$22.63             | \$23.96              | \$25.29              | \$26.631                        |
| Lead Man Additional \$1.00 Per Hour (2003) |              |                     |                      |                      |                                 |
| <b>Ice Rink</b>                            |              |                     |                      |                      |                                 |
| Foreman                                    |              |                     |                      | \$28.32              | \$29.822                        |
| Assistant Rink Manager                     | \$23.86      | \$25.34             | \$26.83              | \$28.32              | 29.822                          |
| Aquatics Coordinator                       | \$15.83      | \$16.82             | \$17.81              | \$18.80              | \$19.799                        |
| Maintenance                                | \$20.70      | \$22.00             | \$23.29              | \$24.59              | \$25.886                        |
| Custodian                                  | \$14.26      | \$15.14             | \$16.03              | \$16.94              | \$17.832                        |
| Laborer – No CDL                           | \$18.41      | \$19.56             | \$20.71              | \$21.86              | \$23.025                        |

\* Note: Promoted employees move to the step that grants an increase and, if they have more than four years' total service with the Service Department, will move to the top rate after six (6) months of service in the higher classification (see Article 30).