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01/07/2014

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF BROOKLYN
AND
BROOKLYN, OHIO CITY EMPLOYEES, LOCAL 3218 AND
AFSCME OHIO COUNCIL 8, AFL-CIO**

**EFFECTIVE January 1, 2013
THROUGH DECEMBER 31, 2015**

CASE NUMBER 2012-MED-09-0847

TABLE OF CONTENTS

	Page
Article 1	Purpose..... 1
Article 2	Recognition..... 1
Article 3	Management Rights 1
Article 4	Union Rights 3
Article 5	Union Checkoff..... 3
Article 6	Fair Share Fee 4
Article 7	P.E.O.P.L.E. Check-Off..... 4
Article 8	No Strike/No Lockout..... 5
Article 9	Limited Right to Strike 6
Article 10	Non-Discrimination 6
Article 11	Union Representation..... 6
Article 12	Seniority 7
Article 13	Layoff and Recall..... 7
Article 14	Leaves of Absence 8
Article 15	Sick Leave..... 10
Article 16	Injury Leave 11
Article 17	Hours of Work 12
Article 18	Overtime 12
Article 19	Report In Pay 13
Article 20	Call In Pay..... 13
Article 21	Health Insurance 13
Article 22	Holidays 15
Article 23	Personal Days..... 15
Article 24	Longevity 16
Article 25	Vacation 16
Article 26	Mileage 17
Article 27	Discipline 17
Article 28	Grievance Procedure 18
Article 29	Wages..... 20
Article 30	Savings Clause 20
Article 31	Temporary Transfer 21
Article 32	Job Bidding 21
Article 33	Supervisors Doing Bargaining Unit Work..... 22
Article 34	Personnel File..... 22
Article 35	Workplace Safety 22
Article 36	Labor Management Committee 22
Article 37	Bulletin Boards 22
Article 38	Union Visitation..... 23
Article 39	Flex Time 23

TABLE OF CONTENTS
(Continued)

	Page
Article 40	P.E.R.S. 23
Article 41	Finance Records 23
Article 42	Clothing Allowance 23
Article 43	New and Changed Jobs 23
Article 44	Donation of Sick Time 24
Article 45	Rules and Regulations 24
Article 46	Bargaining Unit Application of Civil Service Law 24
Article 47	Recreation Center Membership 25
Article 48	Duration of Agreement 25
Article 49	Execution 26
	Appendix A 27
	Appendix B 29
	Appendix C 30
	Side Letter 31

**ARTICLE 1
PURPOSE**

This contract is made between the City of Brooklyn, hereinafter referred to as the "City," and Ohio Council 8, and Local 3218, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union." The term "employee" or "employees," where used herein, refers to all employees in the bargaining unit. The purpose of the contract is to provide a fair and responsible method of enabling employees covered by the establishment of terms and conditions of their employment, including rates of pay, wages, hours and working conditions to exercise their rights and to establish a peaceful procedure for the resolution of all differences between the parties.

**ARTICLE 2
RECOGNITION**

Section 1. For the duration of this Agreement, the City recognizes the AFSCME as the sole and exclusive collective bargaining representative for the following unit of employees as described in Case No. 02-REP-12-0109-Certification Pursuant to Request for Recognition, dated December 20, 2002:

Included: All full-time clerical employees of the City of Brooklyn, including: Assistant Clerk of Council; Assistant Clerk of Courts; Clerk of Courts; Telephone Operator/Typist-Receptionist; Bookkeeper/Typist; Assistant Clerk Typist; Payroll Coordinator; Cashier in the Income Tax Department; Clerk in the Income Tax Department; Clerk Typist in the Income Tax Department; Clerk Typist in the Recreation Department; Secretary in the Recreation Department; Assistant Coordinator of Senior Services; Secretary to Chief of Fire; Secretary to Building Commissioner; and Secretary to Public Service.

Excluded: All supervisory, professional and management-level employees as defined by the Act, seasonal and casual employees as defined by the Board.

**ARTICLE 3
MANAGEMENT RIGHTS**

Section 1. Except as specifically limited by explicit provisions of this agreement, the City reserves and retains, solely and exclusively, and without recourse to negotiations, all rights, powers, and authority, including the right to determine and fulfill the mission of the City, to determine staffing policy, and in all other respects plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. It is further recognized that the City has the right to:

- A. Determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the City, standards of service, overall budget, utilization of technology and organizational structure.

- B. Establish, modify and enforce reasonable personnel policies and work rules, and regulations and standards for employee performance.
 - C. Determine standards of dress, grooming, physical fitness, and fitness for duty.
 - D. Determine the size, composition, structure, and adequacy of the workforce.
 - E. Establish and determine job qualifications and duties, and to establish, modify, consolidate, and abolish jobs or job classifications.
 - F. Hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, layoff, retain, discipline, suspend and discharge employees.
 - G. Allocate work among employees, divisions, or departments, and to determine work methods and responsibilities.
 - H. Set work schedules, including but not limited to work week, start and quit times, length of workday, shift times, and number of shifts.
 - I. Subcontract work. However, the City will give forty-five (45) days notice to AFSCME in the event it decides to privatize any work currently being performed by members of the bargaining unit. The Union may prepare a competitive bid for consideration.
 - J. Determine overall methods, processes and means by which operations are to be efficiently and effectively conducted.
 - K. Determine and introduce new and/or improved equipment, methods, and facilities.
 - L. Determine the financial policies of the City including the exclusive right to allocate and expend all funds of the City.
 - M. Determine and schedule overtime, if any, as required in the manner most advantageous to the requirement of efficient department operations.
 - N. Train or retrain bargaining unit members as appropriate and to establish the education and training requirements for the department.
 - O. Manage and determine the location, type and number of physical facilities, equipment, programs, and determine the work to be performed.
 - P. Determine the department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes.
- and
- Q. Do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary

functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this agreement.

Section 2. Notwithstanding §4117.08 of the Ohio Revised Code, the City is not required to bargain with AFSCME with respect to its exercise of any of the rights set forth in this article. AFSCME also specifically agrees that the City is not required to bargain on subjects reserved to the management direction of the City under this article even to the extent that such subjects may affect wages, hours, or terms and conditions of employment. Therefore, AFSCME expressly agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to this article.

Section 3. Nothing contained in this article shall be construed as affecting the respective rights and authority of the City and/or of the Mayor, as set forth in the Ohio Revised Code.

Section 4. Discipline and Discharge. Employees may not be disciplined or discharged without just cause.

ARTICLE 4 UNION RIGHTS

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 UNION CHECKOFF

Section 1. The City shall make payroll deductions from pay or wages of employees upon submission of a signed check-off card for the employee. Amounts deducted shall be remitted to the Controller, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the City, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the checked monies shall be remitted.

Section 2. The payroll deduction shall be made by the City monthly, the first pay period of each month. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the City will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the Union within fourteen (14) days of their deduction. Each remittance shall be accompanied by an alphabetical list containing the employee's name, address, social security number and the amount deducted.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of union dues or fair share fees (agency fees). The Union hereby agrees that it will indemnify and hold the Employer

harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to this article, unless specifically excepted above.

ARTICLE 6 FAIR SHARE FEE

Section 1. All bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment consistent with the provisions of Ohio Revised Code Section 4117.09 (C).

Section 2. All bargaining unit employees, who do not become members in good standing of the Union, shall be required to pay a fair share fee to the Union effective sixty-one (61) calendar days from the employee's date of hire or the date of execution of this Agreement, whichever is later, as a condition of employment.

Section 3. The fair share fee amount shall be certified to the City by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deductions.

Section 4. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. The City shall provide the Union with an alphabetical list of the name and addresses of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction. This list may be combined with the list of employees who had Union dues deducted so long as each name is identified as either a member or fair share fee payer.

Section 5. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues or fair share fees (agency fees). The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to the article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 6. The City shall provide each newly hired bargaining unit employee with a copy of AFSCME's fair share fee (agency fee/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency fee/union shop) notices shall be provided by AFSCME to the City to allow the City to meet this obligation. The City shall require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The City shall mail each original receipt to the Ohio Council 8 Regional Office.

ARTICLE 7 P.E.O.P.L.E. CHECK-OFF

Section 1. The City will deduct voluntary contributions to the AFSCME International Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from

the pay of employees covered by this contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee provided that:

- (a) An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke, and;
- (b) The City's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 2. The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within seven (7) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P. O. Box 65334 Washington, D.C., 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues and/or fair share fees deducted. All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of P.E.O.P.L.E. contributions. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to the article, unless specifically excepted above.

ARTICLE 8 NO STRIKE/NO LOCKOUT

In conformance with Ohio Revised Code Section 4117 et. seq., the City and 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.

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.

The City shall not lock out any employees for the duration of this contract.

ARTICLE 9 LIMITED RIGHT TO STRIKE

Upon or after expiration or termination of this contract or any extensions, 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 10 NON-DISCRIMINATION

Section 1. The parties agree that neither the City nor AFSCME shall discriminate against any individual on the basis of his membership or non-membership or participation or non-participation in AFSCME matters. Both parties further agree that equal opportunity will be provided to all bargaining unit employees regardless of race, color, religion, age, sex, national origin, ancestry, military status, or disability. The male pronoun or adjective, where used herein in this agreement, refers to female also, unless otherwise indicated.

ARTICLE 11 UNION REPRESENTATION

Section 1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as stewards. Each steward shall have an alternate who shall act as steward only when the regular steward is absent from work.

Section 2. The parties recognize that it may be necessary for one steward to leave his/her normal work assignment while acting in his/her 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/her assignment pursuant to this section, the steward will notify his/her immediate supervisor and if necessary wait a reasonable length of time for a replacement.

The City will compensate a steward his/her 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. When there is a reduction in the workforce the following Union officer shall be retained in preference to all other employees provided he can perform the available work: President.

ARTICLE 12 SENIORITY

Section 1. Seniority shall be an employee's uninterrupted length of full-time continuous service with the City commencing with the employee's date of hire. An employee shall have no seniority for the initial probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 2. Continuous service and seniority shall be broken when an employee:

- (a) resigns;
- (b) is discharged for just cause;
- (c) is laid off for a period equal to his/her bargaining unit seniority at the time of layoff or eighteen (18) months, whichever is less, or;
- (d) fails to report to work within ten (10) working days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the City's records, unless the employee is unable to work due to a medically proven disability as verified by the City's physician.

Section 3. The City shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the contract and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, department, and date of hire for each employee. Upon request the City shall provide the Local Union President with a written list of additions to or deletions from the seniority list, if any, no more frequently than on a quarterly basis.

Section 4. Employees accepting management positions shall maintain and accrue seniority during such appointments. Such an employee shall have reverting rights to his/her prior position.

ARTICLE 13 LAYOFF & RECALL

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. Whenever it becomes necessary to reduce the work force, the employee with the lowest amount of seniority within the classification affected shall be first laid off.

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/her right to displace ("bump") a less senior employee in the same classification or in a lower classification within the bargaining unit. An employee who is laid off under Section 2 above may exercise his/her seniority and bump an employee within the same classification or 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/she may exercise his/her seniority right in any other lower classification where he/she is eligible and qualified. In no event shall bumping result in a pay increase.

Section 4. Rate of Pay. When an employee exercises his/her bumping rights, he/she will be paid the rate of pay for the classification he/she 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/her former classification whenever a vacancy in that classification occurs.

Section 7. Recall. Employees who are laid off will retain recall rights for a period of eighteen (18) months from the effective date of the layoff. 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. 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.

Section 8. Notice Requirements. When reasonably possible, the City will give to regular full-time employees fourteen (14) calendar days advance notice in writing of layoff, indicating the circumstances which make layoff necessary.

ARTICLE 14 LEAVES OF ABSENCE

Section 1. Funeral Leave. An employee shall be granted time off with pay (not to be deducted from the employee's 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, parents-in-law, grandchildren and step-grandchildren.

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 Mayor, or his designee, who may advance sufficient vacation or compensatory time to cover the emergency. Such requested advance shall not be unreasonably withheld.

Section 2. Military Leave. A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the City's current ordinance.

Section 3. 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 loss of seniority.

Section 4. 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. An employee must present verification of his/her call to jury duty or witness duty; if a witness, that his/her testimony was within the scope of his/her employment for the City and not of a personal nature, and turn in the amount received as a jury or witness fee to the City treasurer in order to receive his/her regular pay for this time period.

Section 5. Witness Duty. An employee who is required to appear in court for reasons outside the scope of his/her 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.

Section 6. Medical Leave Without Pay. 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 a total of 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.

Section 7. Union Leave. At the request of the Union a leave of absence without pay may be granted to an employee who has completed his/her probationary period and who is requested to attend a Union convention or other Union function for the duration of such function. Such request shall not be unreasonably denied.

Section 8. Education Leave. An employee may be granted a leave of absence without pay for education purposes related to the operations of the City.

ARTICLE 15
SICK LEAVE

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.

- 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 employee's immediate family, medical, dental or optical examination or treatment of an employee, or for similar treatment for a member of the employee's immediate family where necessary.
- 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. An employee may notify the City of the sickness prior to their start time by calling in early and leaving a message, if no one is available to take the call. 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, and 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 certificate 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 thirty-three percent (.33) 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 all 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. After an employee has exhausted his/her sick leave with pay, he/she shall be granted a medical 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) in accordance with the provisions of Article 14.

Section 2. 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.

ARTICLE 16 INJURY LEAVE

Section 1. When an employee is injured in the line of duty while actually working for the Employer, he/she shall be eligible for a paid leave not to exceed ninety (90) calendar days, and may be required as determined appropriate by the Employer to file for Workers' Compensation and signs a waiver assigning to the Employer those sums of money (temporary total benefits) he/she would ordinarily receive as his/her weekly compensation as determined by law for those number of weeks he/she receives benefits under this article, or alternatively to file a medical only claim. The first seven (7) calendar days of such leave shall be charged against the 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) day period the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional ninety (90) calendar day period.

Section 3. The Employer shall have the right to require the 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 disabled or not, but shall not govern whether the Employer shall extend the period of leave.

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 Department Director and the Mayor. Violation of this provision may be grounds for discipline and dismissal.

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 days. Normal hours of work shall be 8:00 a.m. until 4:30 p.m. Employees shall be allowed not less than one (1) hour uninterrupted time for a scheduled lunch period.

Section 2. The City shall not dock employees who are late within the first six (6) minutes of their scheduled shift.

Section 3. Notwithstanding Section 2 above, employees may be disciplined for excessive tardiness.

ARTICLE 18 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.

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, for all hours worked in excess of eight (8) hours in any one day.

Section 2.1. Notwithstanding any other provision of this Agreement, employees may accumulate no more than 240 hours of compensatory time.

Section 2.2. If an employee is scheduled to work overtime at a time that does not abut the employees regularly scheduled shift, said employee shall receive a minimum of three (3) hours work or three (3) hours pay in lieu thereof at the applicable rate.

Section 2.3. If an employee is held over or required to work due to a scheduled meeting that abuts the end of their regular scheduled shift, said employee shall receive a minimum of one (1) hour work or one (1) hour pay in lieu thereof at the applicable rate.

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, for all hours worked in excess of forty (40) hours in any one work week. All paid holiday hours, paid

sick leave hours, and paid vacation hours shall be counted as hours worked for the purpose of computing overtime.

Section 4. Overtime Election. All employees will have a choice whether to receive overtime at the contractual rate as specified above or an equivalent amount of compensatory time. Such choice will be made in advance on a calendar quarter basis. The Employer shall supply the election forms with the employee's pay check prior to each calendar quarter.

**ARTICLE 19
REPORT IN 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 one and one-half (1 1/2) times his/her hourly rate of pay.

**ARTICLE 20
CALL IN PAY**

If an employee is called into 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, but in no event for less than three (3) hours.

**ARTICLE 21
HEALTH 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 and within the limits established by 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. A bargaining unit employee who elects to decline or “opt out” of coverage under the City’s plan will be eligible for an “Opt-Out” incentive consistent with City Ordinance Number 2006 - 40.

Section 5. For the term of this agreement, the City agrees to pay the full premium, together with any future increases, for the current life insurance program.

**ARTICLE 22
HOLIDAYS**

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

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

Section 2. Employees who are required to work on a holiday or a day scheduled in lieu thereof shall receive one and one-half (1 1/2) times their regular hourly rate of pay in addition to the holiday for such time worked.

**ARTICLE 23
PERSONAL DAYS**

Section 1. Effective January 1, the year after their hire, employees shall be granted two (2) personal leave days each calendar year, one (1) to be credited in January and one (1) to be credited in June.

Employees hired between January 1 and April 30 shall be granted two (2) personal days (both credited in June).

Employees hired between May 1 and September 30 shall be granted one (1) personal day.

Employees hired after September 30 shall not be granted any personal days or fractions thereof for their year of hire.

Personal days may be used upon twenty-four (24) hours' notice but are subject to the approval of the employee's supervisor. If the use of the personal day(s) occurs unexpectedly, these requirements may be waived.

Personal days not taken in the calendar year they are granted shall be lost.

**ARTICLE 24
LONGEVITY**

Section 1. All regular full-time employees shall receive a longevity payment at the completion of every five (5) years of continuous service as follows:

<u>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 - 29 years	\$1,500.00
30 years and over	\$1,800.00

Section 2. Longevity checks are to be distributed the last pay of the month.

**ARTICLE 25
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 March 1, 2000.

Ohio Revised Code Section 9.44 does not apply to bargaining unit employees hired on or after March 1, 2000. 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 December 31, 2009, 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 of each new year. Should employment be terminated prior to the employee's anniversary date, usual separation of 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 two (2) weeks' (eighty [80] hours) vacation leave to the following year upon written request and upon written approval of the immediate supervisor. Vacations will be selected from January 1 through March 31 of each respective year.

Section 3. Vacation conversion. An employee who is eligible for six weeks' vacation may elect to convert all or a portion of his/her scheduled vacation pay into cash, provided that in no case will this give rise to a claim for overtime pay or effect calculation of the applicable hourly rate for overtime pay purposes.

ARTICLE 26 MILEAGE

All regular full-time employees authorized to use their car in the performance of their duties for the City shall be reimbursed for such actual mileage at the rate equal to four cents (\$0.04) less than the standard mileage rate established by the federal government.

ARTICLE 27 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 ten (10) working days of the event(s) upon which the discipline is based or upon the Employer's reasonable knowledge thereof. In the case of suspension or discharge, the employee has a right to have a Union steward present and a steward has the right to a Union Officer present, and upon request, will be permitted to discuss his/her suspension or discharge in an area provided by the City before he/she is required to leave the premises. (Exception: Where an employee has been involved in fighting or another threatening situation, he/she shall be immediately removed from the work site.)

Section 2. An employee who is suspended or discharged shall be given a written notice stating the reason for the disciplinary action within five (5) working days. The Union shall receive copies of all suspension and discharge notices given to the member. All suspensions shall be for a specific period of time. 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 may consider an employee's prior discipline when determining the type and severity of subsequent discipline for the time periods set forth below:

<u>Type of Discipline</u>	<u>Period of Consideration</u>
Verbal or written reprimand	12 months
Suspension	18 months

ARTICLE 28 GRIEVANCE PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment, and answering of grievances is in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to the resolving grievance. Actions by the City or the Union which tend to impair or weaken the grievance procedure are improper.

Section 2. A grievance is a dispute or difference between the City and the Union or between the City and an employee concerning the interpretation and/or application of and/or compliance with any express provision of this contract, except those matters reserved to the jurisdiction of the Civil Service Commission pursuant to Article 46 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 rights with regard to appeals of alleged discrimination under state/federal law.

Section 3. When a grievance arises, the following procedure shall be observed:

Step One: The Union President or her designee shall present the grievance in writing to the Administrative Assistant to the Mayor or her designee within seven (7) calendar days after the employee learned or should have learned of the event(s) giving rise to the grievance and upon which the grievance is based. The Administrative Assistant to the Mayor or her designee shall meet with the Union President or her designee and the employee within five (5) working days in an attempt to adjust the grievance. The grievance form shall set forth the details of the grievance, i.e., the facts upon which it is based, the articles allegedly being violated, the approximate time of occurrence, and the relief and remedy requested, and shall be dated and signed by the employee(s) and the Union President or her designee. Within five (5) working days of the Step One Meeting, the Administrative Assistant to the Mayor or her designee shall give an answer in writing to the Union President or her designee and the employee. This answer shall set forth the settlement reached between the parties, if any. Agreement on this settlement shall be noted by both parties on the grievance form. In the event the grievance is not resolved, the answer shall set forth the reason or reasons for the denial of the grievance.

Step Two: If the grievance is not satisfactorily settled at Step One, the Union may present it in writing to the Mayor or his/her designee, by the Union President, within ten (10) working days following receipt of the Step One answer. Thereafter, the Mayor shall meet with the Local Union Grievance Committee and a representative of AFSCME Ohio Council 8 at a date and time mutually agreeable to the parties, but in any case, within ten (10) working days following receipt of the appeal. Thereafter, within ten (10) working days, the Mayor shall provide a written answer to the grievance, as defined in Step One, to the President of the Local Union with a copy to the representative of AFSCME Ohio Council 8.

Grievance Mediation. All grievances not settled at Step 2 may be mediated prior to being referred to arbitration, if the parties mutually agree that the case should be mediated. The parties shall attempt to select a mediator by mutual agreement. If they are unable to agree, then they shall request a mediator be provided by the Federal Mediation and Conciliation Service. The cost for mediation, if any, shall be shared equally by the parties. Mediation efforts shall be informal in nature. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with parties. No verbatim record of the proceeding shall be taken. Formal rules of evidence will not apply and there will be no procedural constraints regarding the review of facts or arguments. Written materials presented to the mediator will be returned to the party at the conclusion of the conference. If the grievance remains unresolved at the end of the mediation session, the mediator will provide an oral (or if the parties prefer, a written) advisory opinion as to how the grievance is likely to be decided if it is presented to arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding. Nothing said or done by the mediator and no settlement offer made by a party may be referenced or introduced into evidence at an arbitration of this grievance.

Step Three: If the grievance is not satisfactorily settled at Step Two the Union may, within thirty (30) calendar days after receipt of the Step Two answer, submit the issue to arbitration. The Union shall notify the City, in writing, of its intent to appeal the grievance. Within ten (10) working days thereafter, the parties' representatives shall attempt to mutually agree upon the selection of an arbitrator. If no agreement can be reached, the Union shall notify the Federal Mediation and Conciliation Service, in writing, of its intent to arbitrate the grievance. After the FMCS submits a panel of eleven (11) arbitrators to each party, the arbitrator shall be chosen by the alternate strike method. The cost and fees of the arbitration shall be borne equally by the parties; 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 4. In the event a grievance is submitted to arbitration, the arbitrator shall have jurisdiction only over disputes as to the interpretation and/or application of and/or the compliance with provisions of this contract, including all disciplinary actions. In reaching his/her decision, the arbitrator shall have no authority to add to or subtract from or modify in any way any of the provisions of the contract. If feasible, the arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

Section 5. All decisions of arbitrators consistent with Section 4 of this article and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive, and binding on the City, the Union, and the employee(s) for that grievance, provided that a grievance may be withdrawn by the Union at any time during the grievance procedure, and the

withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they related to that grievance or any other grievance. All monies agreed to be due as part of a pre-arbitration settlement or as the result of the award of the arbitrator shall be paid to the involved employee(s) by the end of the next pay period.

Section 6. The time limits set forth in the grievance procedure may be extended by mutual agreement of the City and the Union and such agreement will not be unreasonably withheld. Working days as used herein shall not include Saturdays, Sundays, or Holidays. In determining the time period provided for under the grievance procedure, the initial day of the operative event shall be excluded and the required number of days shall thence be computed successively, excluding Saturdays, Sundays or Holidays. The Union may withdraw a grievance at any time during the grievance procedure, provided that such withdrawal shall be in writing and shall be final.

Section 7. The Union shall have the right, at Step 2 of the grievance procedure, to modify a pending grievance in order to clarify pertinent procedural matters (e.g., section allegedly violated, scope of relief requested, etc.), provided, however, that the basic issue raised by the grievance may not be changed.

Section 8. Hearings before an arbitrator shall be scheduled during regular working hours. The grievant and subpoenaed witnesses shall be paid for all necessary time lost for attending the arbitration.

ARTICLE 29 WAGES

Section 1. Effective January 1, 2013, employees hired after December 31, 2010 shall be paid in accordance with the wage schedule set forth in Appendix A.

Employees hired on or before December 31, 2010, (“Red-Circled Employees”), shall be paid in accordance with Appendix C.

Appendix B establishes the rates for employees hired on or before December 31, 2010 for purposes of the provisions of Article 31, Section 2 only.

Section 2. 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.

ARTICLE 30 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 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 31 TEMPORARY TRANSFER

Section 1. All employees shall be required to perform any and all authorized, temporarily assigned duties regardless of their usual or customary duties or job assignment. A temporary transfer shall not exceed thirty (30) consecutive working days except:

1. to fill a vacancy caused by an employee being on sick or other approved leave of absence;
2. to provide vacation relief scheduling;
3. to fill an opening temporarily pending permanent filling of such opening;
4. to meet an emergency situation.

Section 2. When a bargaining unit employee in one job classification performs the essential job functions of another, higher paid bargaining unit employee in another classification, the employee will received pay at the hourly rate for the higher classification for two hours or more in a single work day. The applicable rate will be determined as follows:

- A. Employees paid according to pay Schedule A will be paid at the lowest rate in the applicable higher-paid classification that represents a pay increase.
- B. Employees paid at "red circled" rates, as identified Schedule B, will be paid at the lowest rate in the applicable higher-paid classification set forth in Schedule B that represents a pay increase.

ARTICLE 32 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 (5) working days. Upon completion of said posting period, the City will consider all bargaining unit employees who filed for the posted job. A bargaining unit employee will be considered qualified if he/she can perform all aspects of the posted job without substantial additional training.

Section 2. In the event more than one (1) bargaining unit employee is qualified as defined above, seniority shall determine the promotion.

Section 3. If no bargaining unit employee is qualified as defined above, the Employer will fill the position at its discretion.

**ARTICLE 33
SUPERVISORS DOING BARGAINING UNIT WORK**

Non-bargaining unit employees shall not perform bargaining unit work, which may cause 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. Non-bargaining unit employees may perform bargaining unit work in an emergency where no bargaining unit employee who can adequately perform the work is available and/or to train bargaining unit employees.

**ARTICLE 34
PERSONNEL FILE**

Section 1. Upon request an employee shall be permitted to review his/her personnel record file.

Section 2. An employee may ask the Mayor or his designee to remove any and all disciplinary records from his/her personnel file after retention for the periods set forth in Article 27. The Mayor or his designee, 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 35
WORKPLACE SAFETY**

Section 1. The City agrees to maintain safe working conditions and/or vehicles. In the event a situation is determined to be unsafe, the employee shall notify his/her supervisor immediately. Any protest alleging unsafe working conditions will be handled on an expedited basis, if possible, on the same day it is presented.

The Union agrees to support the City's efforts to maintain a safe workplace and enforce workplace safety rules.

**ARTICLE 36
LABOR MANAGEMENT COMMITTEE**

There shall be created a Labor Management Committee which shall meet on a quarterly basis to discuss matters of mutual concern.

**ARTICLE 37
BULLETIN BOARDS**

The City shall furnish adequate bulletin board space in mutually agreed upon locations for use by AFSCME. Such bulletin board space shall be used only for posting notices of reasonable size bearing the written approval of AFSCME and shall be solely for AFSCME business and recreational and social activities of AFSCME. There shall be no notices or other writings posted which contain anything political, religious, controversial, or critical of the City or any other

institution, or any employee or other persons. Upon the request of the City, AFSCME shall immediately remove any material posted in violation of this article.

**ARTICLE 38
UNION VISITATION**

Upon prior notice to the City's Labor Relations Representative or the appropriate appointing authority, non-employee representatives of the Union shall be permitted to enter the City's premises during working hours, but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the City.

**ARTICLE 39
FLEX TIME**

Employees may request flex time as a fixed schedule using their lunch hour. Flex time must be mutually agreed upon by the parties and reduced to writing. Flex time may also be used for individual situations, no more than three (3) times a year, only after such employee has exhausted all of his personal time. Flex time requests for these three (3) individual situations shall not be grievable.

**ARTICLE 40
P.E.R.S.**

Employee contributions to the Public Employees Retirement System (P.E.R.S.) will not be included in the gross taxable income subject to federal income tax to the extent permissible under law.

**ARTICLE 41
FINANCE RECORDS**

The City shall provide the Union with copies of financial records as requested by the Union at no cost, on a yearly basis.

**ARTICLE 42
CLOTHING ALLOWANCE**

Section 1. The City shall provide the Senior Center Clerk with a clothing allowance not to exceed two hundred dollars (\$200.00) per year for work associated with Meals On Wheels. Senior Center Clerks will receive the \$200.00 clothing allowance the first pay of each January.

**ARTICLE 43
NEW AND CHANGED JOBS**

If substantial changes occur in the method of operations, tools or equipment of a job, or if a new job is established within the general scope of the work performed by members of this unit, the Employer shall establish and describe the content of the job and the pay structure shall then be reviewed with the Union. If the Union is not in agreement with the classification or rate of pay

for the job, it can file a grievance at Step 2 of the grievance procedure within thirty (30) calendar days following the termination of discussions. If the grievance is arbitrated, the arbitrator shall have the authority to establish the proper classification and rate of pay for the job or shall order placing the job within the existing classification. The arbitrator's award shall become final and binding and the rate of pay shall be retroactive to the commencement of discussions between the Union and the City in accordance with this article. Any rate and classification agreed to by the City and the Union shall become part of the bargaining unit wage schedule of this agreement.

ARTICLE 44 DONATION OF SICK TIME

Bargaining unit employees that have exhausted all their sick time and have been granted a leave of absence without pay under Article 15 may receive voluntary donations of sick leave from other bargaining unit members in cases where the anticipated leave will exceed two (2) weeks. In no case will the total donations exceed thirty (30) days.

In the event the City accepts voluntary donations of sick leave for employees outside of this bargaining unit, members of this bargaining unit shall also be permitted to voluntarily donate sick leave to such employee.

No donor employees shall receive any compensation from any source whatsoever for donating sick time.

ARTICLE 45 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 46 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 appointments from the eligible lists 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.

ARTICLE 47 RECREATION CENTER MEMBERSHIP

Section 1. Bargaining Unit members shall be able to use the Brooklyn recreation facilities in the following manner:

- Bargaining Unit members are to show their recreation-issued recreation pass.
- Bargaining Unit members may have one guest enter with them at no cost to use the natatorium facilities, workout rooms, and public skating.
- The above mentioned privileges shall not be available to the Bargaining Unit members during special scheduled events at the Recreation Center.
- Bargaining Unit members shall not receive special treatment or be given reservation times over other patrons.

ARTICLE 48 DURATION OF AGREEMENT

Section 1. This Agreement supersedes all previous agreements between the parties and is effective from January 1, 2013, and shall remain in full force and effect through 11:59:59 p.m., 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.

Section 2. If either party desires to make any changes in this agreement for a period subsequent to December 31, 2015, (expiration date), 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.

**ARTICLE 49
EXECUTION**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed
this 10th day of December, 2013.

FOR THE EMPLOYER

By *Ruth A. Bellin*

FOR AFSCME LOCAL 3218

John Haig, President

FOR OHIO COUNCIL 8

Paul A. Jurek

APPENDIX A

January 1, 2013 (3.25%)

Classification	Entry	1st Year Anniversary	2nd Year Anniversary	TOP 3rd Year Anniversary
	A	B	C	D
Income Tax-Accounts Receivable	\$18.802	\$19.907	\$21.011	\$22.116
Secretary Supervisor	\$17.305	\$18.327	\$19.339	\$20.361
Assistant Clerk of Council	\$17.305	\$18.327	\$19.339	\$20.361
Payroll Coordinator	\$16.768	\$17.749	\$18.740	\$19.721
Assistant Clerk of Courts	\$16.076	\$17.026	\$17.966	\$18.915
Clerk of Courts	\$16.076	\$17.026	\$17.966	\$18.915
Secretary/Ambulance Billing	\$15.488	\$16.406	\$17.315	\$18.224
Secretary	\$15.250	\$16.148	\$17.047	\$17.945
Assistant Senior Center Coordinator	\$15.250	\$16.148	\$17.047	\$17.945
Clerk	\$14.992	\$15.870	\$16.757	\$17.635
Telephone Operator/ Typist/ Receptionist	\$13.887	\$14.703	\$15.518	\$16.334

APPENDIX A

January 1, 2014 (1.5%)

Classification	Entry	1st Year Anniversary	2nd Year Anniversary	TOP 3rd Year Anniversary
	A	B	C	D
Income Tax-Accounts Receivable	\$19.084	\$20.205	\$21.327	\$22.448
Secretary Supervisor	\$17.564	\$18.602	\$19.629	\$20.666
Assistant Clerk of Council	\$17.564	\$18.602	\$19.629	\$20.666
Payroll Coordinator	\$17.019	\$18.015	\$19.021	\$20.017
Assistant Clerk of Courts	\$16.317	\$17.281	\$18.235	\$19.199
Clerk of Courts	\$16.317	\$17.281	\$18.235	\$19.199
Secretary/Ambulance Billing	\$15.720	\$16.653	\$17.575	\$18.497
Secretary	\$15.479	\$16.391	\$17.302	\$18,214
Assistant Senior Center Coordinator	\$15.479	\$16.391	\$17.302	\$18,214
Clerk	\$15.217	\$16.108	\$17.009	\$17.900
Telephone Operator/ Typist/ Receptionist	\$14.095	\$14.923	\$15.751	\$16.579

APPENDIX B

Prior Rates for Purposes of Article 31, Section 2 only.

Classification	TOP 3rd Year Anniversary	1/1/13	1/1/14
Income Tax-Accounts Receivable	\$22.552	\$23.285	\$23.634
Secretary Supervisor	\$20.764	\$21.439	\$21.760
Assistant Clerk of Council	\$20.764	\$21.439	\$21.760
Payroll Coordinator	\$20.114	\$20.768	\$21.079
Assistant Clerk of Courts	\$19.284	\$19.911	\$20.209
Clerk of Courts	\$19.284	\$19.911	\$20.209
Secretary/Ambulance Billing	\$18.584	\$19.187	\$19.475
Secretary	\$18.292	\$18.886	\$19.170
Assistant Senior Center Coordinator	\$18.287	\$18.881	\$19.165
Clerk	\$17.976	\$18.560	\$18.839
Telephone Operator/ Typist/ Receptionist	\$16.646	\$17.187	\$17.445

APPENDIX C

Red-Circled Rates for Designated Employees Only.

Red-Circled Employee	Classification	1/1/13 (3.25%)	1/1/14 (1.5%)	Equity Adjustment 1/1/14 (if applicable)
Mary-Jo Banish	Asst. Clerk of Council	\$21.439	\$21.760	
Grace Musto	Clerk of Courts	\$19.911	\$20.209	
JoAnn Haig	Income Tax-Accounts Receivable	\$23.285	\$23.634	\$24.000
Tina Westfall	Payroll Coordinator	\$20.768	\$21.079	
Marie Torino	Secretary Supervisor	\$21.439	\$21.760	\$22.009
Linda Kelber	Clerk	\$18.560	\$18.839	See footnote below
Jill Cifranic-Husak	Asst. Clerk of Courts	\$19.911	\$20.209	
Barbara Stanton	Secretary	\$19.751	\$20.047	\$20.500

* By agreement of the parties, Linda Kelber will be promoted to the position of Secretary as of January 1, 2014 at an hourly rate of \$19.169.

SIDE LETTER OF AGREEMENT

The City of Brooklyn, AFSCME, Local 3218 and AFSCME Ohio Council 8, AFL-CIO agree that during the term of this Agreement, the parties will discuss pay issues related to bargaining unit members assigned to perform supervisory duties.

FOR THE UNION:


Name _____ Date _____

FOR THE CITY:


Name _____ Date _____

FOR OHIO COUNCIL 8:


Name _____ Date _____