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AN AGREEMENT
BETWEEN THE
CITY OF BROOKLYN
AND
THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 1145

SERB Case No. 2015-MED-09-0884

EFFECTIVE JANUARY 1, 2016

THROUGH DECEMBER 31, 2016

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ARTICLE I
PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Brooklyn, hereinafter referred to as "the Employer," and the International Association of Fire Fighters, Local 1145, AFL-CIO, CLC, hereinafter referred to as "the Union."

ARTICLE II
PURPOSE AND INTENT

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

ARTICLE III
RECOGNITION

3.01 The Employer hereby recognizes the International Association of Fire Fighters Local 1145 as the sole and exclusive representative for negotiating wages, hours, and other terms and conditions of employment for all uniformed full-time members of the Fire Department, excluding the Chief of the Fire Department and all part-time, seasonal and temporary employees. Such recognition shall continue for the term as provided by law.

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

ARTICLE IV
DUES DEDUCTION

4.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular bi-weekly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees in the bargaining unit for whom the Employer is currently deducting dues.

4.02 The initiation fees, dues, assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

4.03 The Employer shall deduct dues, initiation fees or assessments bi-weekly. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

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

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

ARTICLE V
AGENCY SHOP

5.01 All members of the bargaining unit, as identified in Article III of this agreement, shall either (1) maintain their membership in the Union; (2) become members of the Union; or (3) pay a service fee in an amount equivalent to annual dues to the Union, as a condition of employment, all in accordance with the Ohio Revised Code Section 4117.09.

5.02 In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article IV of this Agreement, entitled "Dues Deduction."

ARTICLE VI
MANAGEMENT RIGHTS

6.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the 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 other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities; 16) the fire chief may grant approval for light duty status in accordance with the terms of Section 22.09 of this Agreement.

6.02 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.

ARTICLE VII **EMPLOYEE RIGHTS**

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

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

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

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

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

7.06 In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examinations shall not be used in any subsequent court action.

7.07 The Employer and Union shall continue to cooperate to the fullest, to assure where possible, a continuation of those activities, rights, duties and obligations not in contradiction with, or altered, amended, or rescinded, by this Agreement.

ARTICLE VIII
NO STRIKE

8.01 The Employer 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 Agreement. It is the desire of the Employer and the Union to avoid work stoppage and strikes.

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

8.03 The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage an 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, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

8.04 The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE IX
DISCIPLINE

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

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

9.03 Any disciplinary action against a non-probationary employee shall be appealed to the Safety Director.

9.04 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:

Type of Discipline

Period of Consideration

Verbal or written reprimand	12 months
Suspension of up to 48 hours	24 months
Suspension of greater than 48 hours	36 months

ARTICLE X
ASSOCIATION REPRESENTATION

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

10.02 The President of Local 1145 or his designee shall be allowed up to ninety-six (96) hours per year for union leave to attend union seminars, conventions, conferences, meetings and the like. Such leave is subject to the Fire Chief's approval, and said approval may not be unreasonably denied.

ARTICLE XI
GRIEVANCE PROCEDURE

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

11.02 For the purpose of this procedure, the below listed terms are defined as follows:

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

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

- A. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.
- B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter formally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustments shall be binding upon the grievant and shall not create a precedent or ruling binding upon the Employer in future proceedings.
- E. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure after Step 1.
- F. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- G. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievant shall move to the next step in the procedure. The time limits specified for either party may be extended only by written mutual agreement.
- H. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

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

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and the Union representative, if such representation is requested by the employee, within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

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

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

ARTICLE XII **ARBITRATION PROCEDURE**

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

12.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

12.03 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

12.04 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. Neither party shall be responsible for any of the expenses incurred by the other party.

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

12.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE XIII
NON-DISCRIMINATION

13.01 The Employer and the Union agree not to discriminate against any bargaining unit employee on the basis of the individual's race, religion, color, creed, national origin, disability, genetic history, military status, age, or sex/gender.

13.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE XIV
GENDER AND PLURAL

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

ARTICLE XV
HEADINGS

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

ARTICLE XVI
OBLIGATION TO NEGOTIATE

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

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

ARTICLE XVII
CONFORMITY TO LAW

17.01 This Agreement shall be subject to and subordinated to any present and future federal and state laws, and the invalidity of any provisions of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving portions.

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

ARTICLE XVIII
DUTY HOURS

18.01 Employees assigned to fire suppression shall work a three (3) platoon schedule of twenty-four (24) hours on and forty-eight (48) hours off. The twenty-four (24) hour shift shall commence at 0800 and continue until 0800 the following day.

18.02 The regular rate of pay shall be determined by dividing the annual salary by annual hours.

18.03 Employees assigned to fire suppression shall work on a fifty-one and seven-tenths (51.7) hour per week schedule on a twenty-six (26) day cycle. Any hours worked in excess of one hundred ninety-two (192) hours in a twenty-six (26) day period shall be paid at one and one-half (1 ½) times the regular rate of pay.

18.04 Each employee shall select a Kelly day each cycle when an employee is scheduled to work in excess of eight (8) tours of duty. Kelly days shall be selected by rank and seniority in the initial cycle on an annual basis. The same tour in each succeeding cycle shall be the employee's Kelly day. No more than three (3) employees shall be scheduled off at any one (1) shift on vacation, comp time, Kelly day, personal day, or holiday.

18.05 The maximum hours, earned from working overtime, only, that may be banked in an employee's compensation time bank shall be four hundred eighty (480) hours. All overtime worked after an employee's compensation time bank reaches four hundred eighty (480) hours must be paid in cash in compliance with this agreement and the Fair Labor Standards Act.

18.06 When an employee has four hundred eighty (480) hours in his bank, all other overtime shall be paid to the employee in cash. Any employee who quits or is terminated shall receive

payment for all hours in the employee's compensatory time bank at the employee's current straight time rate. Upon service retirement or disability retirement employees shall receive payment at the employee's current regular rate of pay at a forty (40) hour rate.

ARTICLE XIX
OVERTIME PAY AND COURT TIME

19.01 All employees for work performed in excess of twenty-four (24) hours as a result of responding to an alarm or ambulance call which extends after 0800 hours on the morning they are to go off-duty are to receive one (1) hour's pay. Employees responding to an alarm or ambulance call which extends after 0830 hours on the morning they are to go off-duty are to receive one and one-half (1 ½) hour's pay.

19.02 Employees called into work when they are not on duty or appearing in court on behalf of the Employer when they are not on duty shall be compensated not less than three (3) hours at the time and one-half (1 ½) rate.

19.03 Employees eligible for overtime on a quarterly basis at the time and one-half (1 ½) rate shall, at the employee's election, take all in cash at the time and one-half (1 ½) rate or take at time and one-half (1 ½) rate compensatory time to be placed in the employee's compensatory time bank to be taken later as approved. An overtime list shall be maintained by the Union in order to insure that overtime is equitably distributed.

19.04 Employees called in shall be called in for a minimum of three (3) hours or shall receive three (3) hours of pay in lieu thereof unless contiguous to the end or the beginning of a shift, in which case an employee shall only receive time spent. All time off taken shall be for a minimum of three (3) consecutive hours.

ARTICLE XX
HOLIDAYS

20.01 All full-time employees shall receive the following eleven (11) paid holidays:

Veteran's Day	President's Day
New Year's Day	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Martin Luther King Day
Labor Day	

A holiday is equivalent to one (1), twenty-four (24) hour tour of duty for those employees whose tour of duty is equivalent to twenty-four (24) hours. When a holiday arises, each employee shall be credited with twenty-four (24) hours of holiday time. Effective January 1, 2014, Good Friday shall be added as a paid holiday.

Twenty-four (24) hour shift employees may use Section 20.01 paid holiday time in increments of no less than eight (8) hours.

20.02 Holidays shall be picked and taken by rank and seniority. A holiday tour may, if available, be taken in conjunction with a Kelly day, vacation tour, compensatory time or another holiday tour. Holidays that are accrued and not taken off, or banked during the year shall be paid out at the employee's regular rate of pay in December of each year.

20.03 Any employee who is scheduled to work and actually works on Independence Day, Thanksgiving Day, or Christmas Day shall be paid for all actual hours worked at the rate of time and one-half (1 ½). For purposes of this Article, a holiday is defined as the tour of duty commencing at 08:00 hours and ending at 08:00 hours the following day.

20.04 Employees who are forced to work on or stay over or called into work on Christmas Day shall be paid double time.

20.05 Holiday Bank. An employee shall be allowed to bank up to two hundred forty (240) hours of unused holiday time in a holiday time bank. Any employee who quits or is terminated shall receive payment for the bank time at the employee's current straight time rate. Upon service retirement or disability retirement, employees shall receive payment for the banked time at the employee's current regular rate of pay at a forty (40) hour rate. This bank shall be used one time in the career of the employee after he has declared to the Employer that it is his "last year." "Last year" shall not be interpreted that the employee will retire. The employee may enter the "DROP" program and remain in the employment of the Employer such as "DROP" rules apply.

An employee hired after October 1, 2013, upon service retirement or disability retirement, shall receive payment for the banked holiday time at the employee's current regular rate of pay at his or her regular hourly rate.

20.06 Personal Leave. Employees shall be allowed two (2), twenty-four (24) hour tours of personal leave per year. Personal leave must be utilized by the employee in that calendar year or shall be considered waived.

ARTICLE XXI VACATIONS

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

<u>Length of Service</u>	<u>Tours</u>
After one (1) year	5 tours
After five (5) years	8 tours
After ten (10) years	10 tours
After fifteen (15) years	13 tours
*After twenty-five (25) years	15 tours

*An employee hired after October 1, 2013, will not be eligible for six (6) weeks of vacation.

21.02 Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time. There shall be no proration of vacation time, except as a result of death, termination or retirement.

21.03 Vacations shall be selected by rank and seniority. An individual selects his desired vacation tours according to this section and under Article XVIII, Duty Hours, and then must wait for his turn to come around again before selecting any more vacation tours.

Initial selection of vacation shall be a minimum of one (1) tour of duty; however, a Kelly Day may be scheduled within the tours of duty selected. After initial selection of vacation tours, remaining vacation tours may be selected by employees in any number they so choose, as long as total time selected is consecutive. Vacation time may be carried over from one year to another, not to exceed five (5) tours and must be utilized by March 31 of the next year. Time not utilized within the specified time is forfeited.

No holiday tours or compensatory days shall be picked until the last vacation tour has been placed on the schedule. The scheduling rules set forth under Article XVIII, Duty Hours, 18.04, must be followed.

Initial selection of vacation tours during "prime time" shall be limited to a maximum of eight (8) vacation tours. Prime time shall be defined as the time from June 1 through August 31. Prime time selections shall be subject to the above rules.

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

21.05 Any employee who quits or is terminated and has unused vacation time shall receive such vacation time in pay, payable at the employee's current straight time rate. Upon service retirement or disability retirement, the employees shall receive payment at the regular rate of pay based on a forty (40) hour rate. An employee hired after October 1, 2013, upon service retirement or disability retirement, shall receive payment for vacation time at the employee's current regular rate of pay at his or her regular hourly rate.

21.06 Any employee who has accumulated and earned vacation time from being employed by the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer said service time to be used in calculating his length of service for vacation time.

21.07 An employee may request payment for up to one hundred and forty-four (144) hours of vacation time not used by the end of the calendar year annually. Payment shall be made during the first pay of December at the employee's regular straight-time hourly rate.

ARTICLE XXII
SICK LEAVE

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

22.02 Sick leave shall be seven (7) tours of duty per year.

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

22.04 Before an absence of in excess of one (1) day may be charged against accumulated sick leave, the Chief may require such proof of illness or injury as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Employer. If an employee fails to submit adequate proof of illness or injury upon request, or in the event upon such proof as is submitted or upon the report of the medical examination, the Chief, at his sole discretion, finds there is not satisfactory evidence of illness, or injury sufficient to justify the employee's absence, such leave may, at the Chief's sole discretion, be considered unauthorized leave and shall be without pay. Provided, however, that an employee who develops a pattern of unreasonable use of sick leave of less than two (2) shifts' duration may be required by the Chief to supply satisfactory medical proof of illness or injury.

22.05 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents. Step children identified to the City personnel clerk in writing are deemed to meet the criteria for "immediate family."

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

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

22.08 Upon 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 Police and Firemen's Pension Fund, 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-third (1/3) the total number of accumulated but unused sick days earned by the employee as certified by the Finance Director, but not to exceed one thousand one hundred sixty-five (1,165) total hours paid.

22.09 Light Duty

- A. The Employer may require employees who are temporarily unable to perform the essential functions of his/her position due to work-related injury or industrial disease but whose medical restrictions allow him/her to perform light-duty in the Fire Department to perform light duty for a maximum of ten (10) hours per shift, on that employee's regular shift, as the Employer deems such duties are available. Employees will only be required to perform available light-duty that is within their physician-certified restrictions. The Employer will determine the nature of the light-duty based upon its needs and the employee's physician-certified restrictions. An employee who is temporarily unable to perform the essential functions of his/her position due to work-related injury or industrial disease may also request light duty in accordance with this section. If the Employer denies the employee's request for light-duty, the Employer will provide the employee with written notice of the denial within five (5) business days of the employee's request.
- B. An employee who is temporarily unable to perform the essential functions of his/her position due to an injury or illness that is not work-related may request light-duty. Employees will be allowed to perform available light-duty for a maximum of ten (10) hours per shift, on that firefighter's regular shift, within their physician-certified restrictions. The Employer may grant such requests in its discretion, but will not unreasonably deny requests for light-duty when available. If the Employer denies the employee's request for light-duty, the Employer will provide the employee with written notice of the denial within five (5) business days of the employee's request.
- C. The Employer will give preference in assigning light-duty to employees who are unable to perform the essential functions of their position due to work-related injuries or industrial diseases.
- D. While assigned to light duty, the employee will receive all compensation and benefits, including accumulation of seniority, commensurate with his/her normally assigned job position.
- E. An employee is limited to a maximum of ninety (90) calendar days of light duty in any calendar year. The Employer, in its discretion, may extend an employee's period of light duty beyond ninety (90) calendar days in a calendar year.

22.10 Paternity Leave. An employee shall be entitled to take three (3) consecutive, twenty-four (24) hour tours of duty off on sick leave related to the birth of that employee's child provided that the employee provides documentary verification of the birth within seventy-two (72) hours of its occurrence. The use of such time will be charged against the employee's sick leave. Further, if the employee presents a doctor's note indicating that his/her absence from work is a "medical necessity," that employee shall be entitled to use whatever sick leave is necessary to deal with the pregnancy related medical necessity.

ARTICLE XXIII
TRANSFER OF SHIFTS

23.01 The Employer reserves the right to assign and transfer employees. If an employee is transferred to a different platoon, the employee must be given a minimum of seven (7) calendar days notice before the change is to take effect. A transferred member must maintain the forty-eight (48) hour off duty per shift, except in cases of emergency, where health, safety or protection of the community is involved. Employees so transferred shall suffer no loss of regular pay.

23.02 The Employer reserves the right to transfer the junior Lieutenant to balance shift strength. Employees must be given a minimum of five (5) day notice and the employee shall suffer no loss of pay due to the transfer and in no event shall be scheduled more the one hundred ninety-two (192) hours in a twenty-six (26) day FLSA period.

23.03 All positions covered by the bargaining unit, other than twenty-four (24) hour shift positions, shall be filled through a bid process. Positions will be posted and will be filled by the qualified senior member of the appropriate rank, who bids on said position. If no member bids on the position, the least senior member of the appropriate rank shall fill the position.

ARTICLE XXIV
FUNERAL LEAVE

24.01 An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of arranging and attending the funeral of a member of the employee's immediate family for a period of two (2) consecutive tours of duty. In all cases where more time is required, the member of the bargaining unit shall make application in writing to the Chief who shall advance sufficient vacation days or compensatory time to cover the emergency. Death in the "immediate family" shall be defined to only include the employee's mother, father, spouse, child, brother, sister, father-in-law, mother-in-law, and grandparents. "Immediate family" shall also include step children as designated in Article XXII.

ARTICLE XXV
MILITARY LEAVE

25.01 Reserve Training. O.R.C. 5923.05 requires that any permanent public employees who are members of the Ohio organized militia, or members of other reserve components of the armed forces of the United States be authorized up to one (1) month (meaning twenty-two [22] working days or one hundred seventy-six [176] hours for forty [40] hours per week employees) leave with pay per calendar year for the performance of service in the uniformed services. For the purposes of this policy, "permanent employee" means an employee who holds a position with the Employer that requires him to work a regular schedule of twenty-six (26) consecutive bi-weekly pay periods, and such is not limited to a specific season or duration. This definition does not include student help; intermittent, seasonal, or external interim employees; or individuals covered by personal services contracts.

Any employee called to military duty for a period in excess of the twenty-two (22) working days because of an executive order issued by the President of the United States or an act of Congress shall receive, during this period, the difference between the employee's gross monthly wage or salary from the Employer and his gross uniformed service pay and allowances received in a particular month.

Along with requests for such leave, employees are required to submit the published order authorizing the military duty or a written statement from the appropriate military commander authorizing such duty.

25.02 Active Duty. A permanent public employee is entitled, upon giving notice to the appointing authority, to a leave of absence to serve in the uniformed service. Such leave is without pay and is considered as a leave of absence from service with reinstatement rights. No leave, or combination of uniformed service leaves of absence, may exceed five (5) years or a single, longer period required to complete an initial period of obligated service.

An employee returning from uniformed service leave without pay must apply for reinstatement. The application must be made to the appointing authority within the period set forth below.

1. Leave of less than thirty (30) days: immediately upon release from uniformed service, but appointing authority must allow for travel time and eight (8) hours of rest;
2. Leave of thirty-one (31) to one hundred and eighty (180) days: within fourteen (14) days of completing uniformed service requirement; or
3. Leave of more than one hundred eight (180) days: within ninety (90) days of completing uniformed service requirement.

If the leave of absence is for more than ninety (90) days, the appointing authority may require, with the application, evidence showing that the application is timely, the duration of all such leaves of absence does not exceed five (5) years, or the time to complete the initial period of obligated service, and the employee's entitlement to re-employment has not terminated pursuant to the Federal Uniformed Services Employment and Re-employment Rights Act.

Upon return from a period of duty in the uniformed service lasting ninety (90) calendar days or less, the employee is to be returned to the same or similar position within his former classification. If the period of duty lasts more than ninety (90) days, the employee may be placed in any position of equivalent status, seniority, and pay. Regardless of the duration of duty, if the appointing authority demonstrates to the Civil Service Commission that reinstatement is impossible or would impose undue hardship, the employee may be assigned to another position with like seniority, status, and pay, or the nearest approximation thereof consistent with the circumstances of the case.

If the employee is unable to perform the duties of his former position due to permanent injury or illness incurred or aggravated during uniformed service, the appointing authority will make reasonable efforts to accommodate the employee's disability.

If an employee who is entitled to reinstatement is unable to report for or perform the duties of his position at the date of his application for reinstatement because of a temporary injury or illness incurred or aggravated during uniformed service, he shall have up to two (2) years to recover from such illness or injury before being required to report or reapply.

A reinstated employee is entitled to receive all rights and benefits generally available to employees in a comparable leave of absence without pay, including the following:

1. All sick leave and vacation leave which had been accumulated at the time of entering service;
2. All seniority which would have accrued had the employee been on the job;
3. Automatic salary adjustments associated with the position and due the employee had the employee been on the job;
4. Any change in classification or pay range which would be due the employee had the employee been on the job; and
5. Reinstated health insurance and related insurance benefits with no waiting periods or pre-existing condition exclusions.

ARTICLE XXVI **INJURY LEAVE**

26.01 An employee who is unable to perform his regular duties as a result of hazardous duties, as defined below, within the scope of his employment as a full-time employee of the City, if such injury prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related injury but for a period not to exceed ninety (90) calendar days from the date that such service-related injury was incurred. During such injury leave, compensation shall be paid in accordance with the Section whether or not the regular employee has accumulated sick leave. Hazardous duty is defined as injury resulting, but not limited to, the suppression or attempted suppression of a fire, the travel toward a place where a fire is in progress or believed to be in progress, or the answering of any other emergency alarm. Active firefighter duty does include the return from the scene of a fire or any other emergency alarm, hands-on training and live burn exercises. It is not intended that hazardous duty leave be granted to employees who incur "routine" injuries in the performance of their duties in nonemergency situations. The first forty (40) hours of such leave shall be charged against an employee's accumulated sick leave.

26.02 If at the end of this ninety (90) day period, the employee is still disabled, the leave may, pursuant to the employee's physician's certification of disability, be extended for an additional ninety (90) day period. Requests for an extension of injury leave will not be unreasonably denied and the Employer will provide an employee with a written explanation of its grounds for denying such requests.

26.03 An employee who obtains a paid leave under this article may be required, as determined appropriate by the Employer, to file for Worker's 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.

26.04 An employee shall not be gainfully employed by another Employer (in a job requiring physical labor) or performing another job duty for the City of Brooklyn while receiving benefits under this Article and not working the normal amount of hours or performing the normal job duties, without the prior consent of the Fire Chief. Violation of this provision may be grounds for discipline and dismissal.

26.05 Certification of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Safety 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 Safety Director. 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 grant or extend the period of leave.

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

ARTICLE XXVII **JURY DUTY LEAVE**

27.01 If an employee is called to serve on jury duty he shall immediately give a copy of the documentation to the Employer. The Employer shall be allowed to attempt to change the dates the employee has been requested to serve on jury duty in order to cause the amount of shifts which are missed by the employee to be kept to a minimum. The Employer shall not be permitted to shift the dates to dates which the employee has previously been allotted as scheduled days off. The Employer shall be allowed to call in a part-time employee to work during the hours (shift) the employee is not working due to his absence caused by his/her serving on jury duty. The Employer may only use a part-time employee for this purpose if there are no other part-time employees working on the relevant shifts. The employee shall report for jury duty and shall be excused for the balance of his/her shift. The employee shall be paid for the entire twenty-four (24) hour shift. Any compensation received from jury duty shall be paid to the Finance Department/Chief. Employees who are scheduled to work shall receive relief twelve (12) hours before the start of jury duty.

ARTICLE XXVIII
COMPENSATION

28.01

- A. Effective January 1, 2016, the annual salary paid shall be increased by two percent (2.0%) as specified below. Lieutenants shall be paid fifteen percent (15%) more than Grade A Firefighters.

	2016	
	<u>Hourly</u>	<u>Annual</u>
Cadet (First Year)	\$15.81	\$42,500.00
Firefighter (After 1 Year)	\$17.11	\$46,000.00
Firefighter (After 2 years)	\$19.00	\$51,072.00
Grade A Firefighter (After 3 years)	\$25.51	\$68,582.31
Lieutenant	\$29.34	\$78,869.66

- B. Wage Schedule Administration/Advanced Placement on Schedule. Any employee hired before January 1, 2016, with less than three (3) years of service shall remain at the Grade A Firefighter rate or if not there yet shall continue to proceed through the old wage schedule/step system (with agreed upon general wage increases being applied) until said employee reaches the maximum firefighter step (Grade A Firefighter) of the new schedule notwithstanding the years of service. At the discretion of the Employer, a newly or recently hired employee may be placed at or elevated to a wage step commensurate with such employee's prior certifiable experience, special skills, and/or licensure qualifications. The step placement and/or advancement shall be made at the sole and exclusive discretion of the Employer and is not subject to the grievance procedure or any other avenue of appeal.

28.02 The above wage rates are a minimum, but can be uniformly increased by the Employer during the term of this Agreement. If during the term of this Agreement the Employer elects to increase the above wages during any (1) one year, the increased wage shall become the new base wage for that particular rank.

28.03 The following Officers shall receive additional compensation as noted below:

All Paramedics shall receive the following additional compensation per hour, payable biweekly.

Effective 2010 \$2,600 = \$.97 per hour

All Inspectors shall receive the following additional compensation per hour, payable biweekly:

Effective 2010 \$1,550 = \$.58 per hour

ARTICLE XXIX
UNIFORM ALLOWANCE

29.01 All newly-hired probationary employees shall receive a uniform allowance in the amount of seven hundred dollars (\$700.00) within thirty (30) days of his date of appointment. Also, probationary employees shall receive a winter coat upon completion of their first thirty (30) day period at the expense of the Employer.

29.02 In addition to the annual clothing allowance, all newly-hired probationary employees shall receive a one (1) time three hundred dollar (\$300.00) clothing allowance within thirty (30) days of the date of his appointment.

29.03 All non-probationary Fire Fighters shall receive an annual uniform allowance in the amount of nine hundred dollars (\$900.00) and Lieutenants shall receive nine hundred fifty dollars (\$950.00). Uniform allowance will be pro-rated in the year of retirement. Such allowance shall be paid in two (2) installments with a separate check during the first pay period in January and July of each year.

29.04 The Employer agrees to initially furnish and replace all turnout gear of probationary and non-probationary employees. Replacements of turnout gear shall be for worn or damaged turnout gear as approved by the Chief.

29.05 Turnout gear shall be defined as follows: helmet, bunker coat, bunker pants and suspenders, rubber boots, protective gloves and "Nomex" protective hood.

29.06 In the event of a change in the uniform style, the Employer agrees to purchase the initial issue.

ARTICLE XXX
INSURANCE

30.01 Health Care.

A. 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 coverage as the plan in effect upon execution of this Agreement except as otherwise provided for in Section (C) of this article.

B. Employee Premium Contributions. Effective December 1, 2015, the City shall pay 89.5% of the premium costs of hospitalization and medical service coverage and employees shall pay 10.5% of the premium costs.

C. 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 (15) 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 B 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.

30.03 The Employer will provide a term life insurance policy to each employee in the amount of thirty thousand dollars (\$30,000.00) with accidental death and dismemberment and in the line of duty clauses.

30.03 The Union agrees to participate in a Cost Containment Committee to investigate the establishment of less costly hospitalization insurance.

ARTICLE XXXI **LONGEVITY**

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

31.02 Longevity payments shall be made in a lump sum on the employee's last pay of the employee's anniversary month.

ARTICLE XXXII **LAYOFFS**

32.01 Persons in the bargaining unit shall be laid off according to inverse seniority.

ARTICLE XXXIII **MISCELLANEOUS**

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

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

33.03 Employees shall neither gain nor lose time at Day Light Savings Time.

33.04 All employees shall have the right to exchange shifts or parts of shifts as verified by the Chief or his designee provided that the proper forms are filled out in advance and such exchange

is not in violation of existing departmental policies. If the person who is to "come in" for an approved shift exchange calls in sick, then that employee's sick leave shall be so charged.

33.05 The members of the Union shall have the right to exercise equipment and shall also have the right to use such equipment on duty. The Union shall pay for such equipment and recognizes that the right to exercise is not a condition of employment.

33.06 After fifteen (15) years of continuous service as a Paramedic, a Fire Fighter Paramedic shall have the option to cease operating as a Paramedic provided there are at least fifteen (15) functioning Paramedics on the Fire Department. This provision shall only apply to those employees hired after the passage of City of Brooklyn Ordinance 1978-11. Employees hired after January 1, 2013, shall retain Paramedic certification for the duration of their employment with the City of Brooklyn Fire Department.

33.07 Credit Union. At the employee's request, the City shall make payroll deductions to the Greater Cleveland Firemen's Credit Union or the Brooklyn High Teachers' Credit Union.

33.08 Acting Officer Pay. Employees who act in a superior officer's capacity shall be granted the pay differential between his pay and the superior officer's pay for all time spent while acting in the superior officer's capacity.

33.09 Compensatory Time Bank. Each member shall have the ability to cash in compensatory time up to a maximum of one hundred sixty (160) hours per year on a quarterly basis at the employee's current straight time rate. All time off taken shall be for a minimum of three (3) consecutive hours.

33.10 Direct Deposit. At the employee's request, the Employer shall make arrangements for direct deposit of employee's payroll checks into the employee's specified personal account.

The Employer is not liable for any bank or electronic transfer errors or discrepancies which may occur during the process.

33.11 Tuition Reimbursement. Employer agrees to reimburse employees for three hundred dollars (\$300.00) of tuition for fire or EMS related instruction, excluding promotional materials, provided said instruction is approved in advance by the Fire Chief. Reimbursement will be provided in a timely manner, provided all proper forms have been completed by employee and are accompanied by proof of employee payment, including final grade or instructor certification upon successful completion of instruction.

33.12 The City has a vested interest in motivating and allowing Firefighters to stay in good physical condition. Accordingly, Firefighters shall be able to use the Brooklyn recreation facilities in the following manner:

- A. Firefighters are to show their recreation issued J.D. cards which will have their name and badge;

- B. Firefighters may have one (1) guest enter with them at no cost to use the natatorium facilities, workout room and public skating;
- C. Firefighters and one (1) guest shall receive a fifty (50%) percent discount off the regular price of racquetball and house of swing activities;
- D. The above mentioned privileges shall not be available to the Firefighters during special scheduled events at the Recreation Center; and
- E. Firefighters shall not receive special treatment or be given reservation times over other patrons.

ARTICLE XXXIV
TOTAL AGREEMENT

34.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without such modification(s) or discontinuance(s) being subject to any grievance or appeal procedure herein contained.

ARTICLE XXXV
SAVINGS CLAUSE

35.01 In the event any one (1) or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of the 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 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 XXXVI
LABOR/MANAGEMENT COMMITTEE

36.01. In the interest of sound labor/management relations, unless mutually agreed otherwise, twice each year on a mutually agreeable day and time, not more than four (4) representatives of the City and four (4) representatives of the Union shall meet to discuss pending problems and to promote a more harmonious labor/management relationship.

36.02. An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up during the meeting. Unless mutually agreed otherwise, labor/management meetings shall not be a forum for negotiating alterations or amendments to the terms of this Agreement.

36.03. Nothing in this article shall prevent the parties from informally resolving matters of immediate concern.

ARTICLE XXXVII
DURATION OF AGREEMENT

37.01 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 on January 1, 2016, and shall remain in full force and effect until December 31, 2016. If either party desires to make any changes in this Agreement for a period subsequent to December 31, 2016, notice of such a desire shall be given prior to October 1, 2016. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract, or either party, subsequent to December 31, 2016, delivers a written notice to the other party stating that this Agreement shall terminate forty-eight (48) hours after receipt of that notice. If no notice seeking modification is given, then the Agreement shall remain in effect for another year, although notice may be given in any subsequent year prior to November 1, and the procedure stipulated herein shall then take effect.

ARTICLE XXXVIII
EXECUTION

38.01 IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 6th day of June, 2016.

FOR THE UNION

By: Brady Allen
By: Kenny Husak
By: _____

FOR THE EMPLOYER

By: Kathleen J. Sullivan
By: _____
By: _____

MEMORANDUM OF UNDERSTANDING

It is further agreed by and between the City of Brooklyn and I.A.F.F., Local 1145 as follows:

A. Man-in-Charge Duty

Senior fire fighters may refuse the man-in-charge duty and pay by submitting a letter of intent. Further, the City may skip a senior fire fighter for just cause.

B. Maintenance of Station

Major snowplowing, landscaping, lawn care, weed control, etc. will be performed by the Fire Department personnel. The Employer will provide the equipment necessary for such maintenance.

C. Standard Operating Procedures

The Chief of Fire agrees to put into writing all standard operating procedures affecting the department.

D. "Cot Watch"

The City shall establish a "cot watch" that will be manned on a rotating basis between the hours of midnight and 6:00 a.m.

E. Community Sick Time Bank

The parties shall agree to the establishment of a community sick time bank to read as follows: provided, however, no sick time will be permitted to be allocated at retirement:

Any employee who has used up his accumulated sick time and is not covered elsewhere in this contract shall be eligible to apply for use of the sick time bank if he is a participant in the sick time bank.

The sick time bank shall be funded by employees depositing twenty-four (24) hours of sick time in the sick time bank. Employees shall have the option of depositing a second twenty-four (24) hours of sick time if needed by a participant.

1. Employees soliciting pledges of sick time must agree in writing to:
 - a. repay all pledges upon return to duty;
 - b. sign appropriate form requesting use of the sick time bank.
2. All employees participating in the sick time bank shall be eligible to use said bank.

3. Pledges received will be used by reverse seniority (least senior pledge's time used first).
4. Unused sick time will be refunded from bank with resignation or retirement.
5. Sick time shall be repaid by seniority (the most senior pledge's time repaid first).
6. Any time pledge will be considered a donation if recipient does not return to duty.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be duly executed this 6th day of June, 2016.

FOR THE UNION

By: Brady Cull

By: _____

By: _____

FOR THE EMPLOYER

By: Kathleen Gallagher

By: _____

By: _____

LETTER OF UNDERSTANDING

Subject: Lieutenant Scheduling
Date: As of January 1, 2016

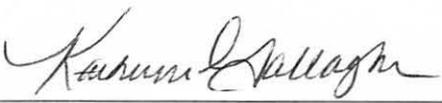
Lieutenants on the same shift shall not schedule time off (i.e., vacation, holiday, K-day and comp time, etc.) no more than a total of five (5) shifts for a total of one hundred twenty (120) hours at any time throughout the year. When a Lieutenant wishes to trade time when he is the sole officer, his replacement must be of equal rank or with an employee who is on the eligible list. When the situation arises where both Lieutenants are off, the "in-charge" position shall be filled in the following sequence:

1. Employees on the eligibility list on duty that shift.
2. Senior Fire Fighter on duty that shift.

Any employee on the eligibility list for Lieutenant who refuses the "in-charge" duty shall be removed from the promotional list. Overtime shall be filled in accordance with Article XIX.

CITY OF BROOKLYN

**THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS - LOCAL 1145**

By: 

By: 

LETTER OF UNDERSTANDING

Subject: Utilization of Part-Time Firefighters/Paramedics
Date: 1/1, 2016

This is a letter of understanding between the City of Brooklyn and Brooklyn Fire Fighters IAFF Local #1145 concerning the utilization of part-time firefighter/paramedics. All "all available open time" that needs to be filled in order to satisfy the minimum manning requirement shall be offered to part-time fire fighter/paramedics first. Available time that is not filled by part-time personnel shall then be filled by full-time members on overtime. Part-time fire fighter/paramedics will not be eligible for "backfill" time unless a departmental recall is needed.

No more than one (1) part-time fire fighter/paramedic shall be on duty at any one time, except two (2) shall be allowed when a full-time employee's absence for illness or injury exceeds twenty (20) consecutive work days and available open time needs to be filled in order to satisfy the minimum manning requirement. At no time shall less than five (5) full-time personnel be on duty.

Part-time personnel who are absent from monthly group drill without prior authorization shall lose the privilege for picking scheduled available open time for the following month, but shall be eligible to work any other available open time as it occurs.

Part-time personnel picking scheduled available time shall pick in twelve (12) hour shifts.

There shall be no more than sixteen (16) part-timers employed at any time. No part-timer may be employed more than thirty-six (36) hours per week.

CITY OF BROOKLYN

**THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS - LOCAL 1145**

By: 

By: 