



BRUNSWICK CITY COUNCIL AGENDA

Valerie Zak Ward 3	Brian Ousley At-Large	Tom Miller At-Large	Kenneth Fisher Law Director	Carl S. DeForest City Manager	Ron Falconi Mayor	Elana Green Acting Clerk	Michael Abella Jr. Ward 1	Nicholas Hanek Ward 2	Jospeh Delsanter At-Large	Anthony Capretta Ward 4
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Administration Representatives

OCTOBER 25, 2021
In Council Chambers
At 7:00 PM
REVISION

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Correspondence
4. Approval of Minutes
 - (a) Regular Council Meeting Minutes dated October 11, 2021
5. Mayor's Report:
 - (a) Presentation of Poppy Days Proclamation
 - (b) Presentation of Proclamation for Hindu Heritage Month
6. Council Committee Reports:

Economic Development Committee.....Mr. Hanek

Services, Utilities, Technology & Cable Committee.....Mr. Abella Jr.

Finance Committee.....Mr. Miller

Safety & Environment Committee.....Mr. Capretta

Safety & Environment Committee Meeting Minutes dated October 11, 2021

Planning & Zoning Committee.....Mr. Delsanter

Parks, Recreation & Community Committee.....Mrs. Zak

Building & Building Code Committee.....Mr. Ousley
7. Other Committees, Boards and Commissions
 - (a) Committee-of-the-Whole Meeting Minutes dated October 11, 2021
 - (b) Ad Hoc Committee Meeting Minutes dated October 18, 2021

8. Petitions from the Public on Legislation
9. Reading of Legislation and Action on Legislation:

- a. 3rd Reading(s)

ORD. NO. 98-2021 - An ordinance accepting an extension of the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Sergeants) for a period of two (2) years effective January 1, 2023 through December 31, 2024. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

ORD. NO. 99-2021 - An ordinance accepting an extension of the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Patrol officers) for a period of two (2) years effective January 1, 2023 through December 31, 2024. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

ORD. NO. 100-2021 - An ordinance accepting an extension of the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Communication Specialists) for a period of two (2) years effective January 1, 2023 through December 31, 2024. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

ORD. NO. 101-2021 - An ordinance accepting an extension of the Collective Bargaining Agreement with the International Association of Fire Fighters Local 3568 for a period of two (2) years effective January 1, 2023 through December 31, 2024 - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

ORD. NO. 102-2021 - An ordinance accepting an extension of the Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical Employees of the Division of Fire) for a period of two (2) years effective January 1, 2023 through December 31, 2024. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl Deforest*)

ORD. NO. 103-2021 - An ordinance accepting an extension of the Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Streets) for a period of two (2) years effective January 1, 2023 through December 31, 2024. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

- b. 2nd Reading(s)

ORD. NO. 88-2021 - An ordinance establishing Chapter 866 of the City of Brunswick Codified Ordinances to regulate mobile foodservice operations. - **2nd Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)

ORD. NO. 90-2021 - An ordinance amending section 1252.04(h) of the codified ordinances of the City of Brunswick by removing bed and breakfast establishments as conditionally permitted uses in the R-L Low Density Residential District. - **2nd Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

ORD. NO. 91-2021 - An ordinance amending sections 1254.03(f), (g) and (i) of the Codified Ordinances of the City of Brunswick by removing cemeteries, privately-owned recreational facilities and bed and breakfast establishments as conditionally permitted uses in the R-M Medium Density Residential District. - **2nd Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

ORD. NO. 92-2021 - An ordinance amending section 1260.04(o) of the Codified Ordinance of the City of Brunswick by removing Multifamily Dwellings as a conditionally permitted use in the C-G General Commercial District. - **2nd Reading** (To be brought from Planning & Zoning Committee, *Administration, Grant Aungst*)

ORD. NO. 93-2021 - An ordinance amending the Design Guidelines for the Joint Development Overlay District. - **2nd Reading** (To be brought from Planning & Zoning Committee, *Administration, Grant Aungst*)

c. 1st Reading(s)

ORD. NO. 105-2021 An emergency ordinance to approve the editing and inclusion of certain ordinances as components of the codified ordinances; to provide for the adoption of new legislation in the updated revised codified ordinances; and to repeal ordinances in conflict therewith. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

RES. NO. 106-2021 - A resolution permitting the City Administration to sell, through public internet auctions, personal property, including motor vehicles acquired for the use of Municipal Officers and Departments, and road machinery, equipment, tools, or supplies, which are not needed for public use, or are obsolete or unfit for the use for which it was acquired for the year 2022. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Carl DeForest*)

10. City Manager's Report
11. Administrative Departments
12. Open Forum
13. Unfinished Business
14. New Business

- (a) Executive Session - This meeting was called for the purpose to discuss the appointment, employment, dismissal, discipline, demotion or compensation of a public employee.

15. Adjournment

CITY OF BRUNSWICK, OHIO
MINUTES OF COUNCIL
MONDAY, OCTOBER 11, 2021

Prayer and Pledge of Allegiance: The regular meeting of Brunswick City Council was called to order by Mayor Ron Falconi at 7:00 p.m. at the Municipal Complex.

Roll Call of Members showed the following Council Members present: Nicholas Hanek, Valerie Zak, Michael Abella Jr., Anthony Capretta, Joseph Delsanter, Tom Miller.

Tom Miller moved to excuse Brian Ousley with just cause, seconded by Joseph Delsanter. Roll Call – Ayes – 6, Nicholas Hanek, Valerie Zak, Joseph Delsanter, Tom Miller, Michael Abella Jr., Anthony Capretta. Nays - 0. Motion Carried.

Others Present: Acting Clerk of Council Elana Green, City Manager Carl DeForest, and Law Director Ken Fisher.

Correspondence:

There was none.

Approval of Minutes:

Michael Abella Jr., moved to approve the Council Meeting Minutes dated September 27, 2021, as written, seconded by Nicholas Hanek. Roll Call - Ayes - 6, Valerie Zak, Nicholas Hanek, Joseph Delsanter, Anthony Capretta, Michael Abella Jr., Tom Miller. Nays - 0. Motion Carried.

Mayor’s Report:

Mayor Ron Falconi read a proclamation recognizing Anthony Zenczak “2021 Outstanding Biology Teacher for Ohio”.

The Mayor’s Court Financial Report for the month ending September 2021 will be posted on the website and added to the minutes for the record.

Mayor’s Update concluded

Council Committee Reports:

Economic Development Committee.....Mr. Hanek:

Councilman Nicholas Hanek had no formal reports this evening.

Services, Utilities, Technology & Cable Committee.....Mr. Abella Jr.:

Councilman Michael Abella Jr. had no formal reports this evening.

Finance Committee.....Mr. Miller:

Tom Miller moved to approve the Finance Committee formal report dated September 27, 2021, as written, seconded by Joseph Delsanter. Roll Call - Ayes - 6, Nicholas Hanek, Michael Abella Jr., Valerie Zak, Anthony Capretta, Joseph Delsanter, Tom Miller. Nays - 0. Motion Carried.

Safety & Environment Committee.....Mr. Capretta:

Councilman Anthony Capretta had no formal reports this evening.

Planning & Zoning Committee.....Mr. Delsanter:

Councilman Joseph Delsanter had no formal reports this evening.

Parks, Recreation & Community Committee.....Mrs. Zak:

Councilwoman Valerie Zak moved to approve the Parks, Recreation & Community Committee formal report dated September 27, 2021 as written, seconded by Nicholas Hanek. Roll Call – Ayes 6, Tom Miller, Joseph Delsanter, Michael Abella Jr., Anthony Capretta, Valerie Zak, Nicholas Hanek. Nays – 0. Motion Carried.

Building & Building Code Committee.....Mr. Capretta:

Councilman Anthony Capretta had no formal reports this evening.

Other Committees, Boards and Commissions:

Michael Abella Jr. moved to approve the Committee-of-the-Whole Minutes dated September 27, 2021, as written, seconded by Tom Miller. Roll Call - Ayes - 6, Tom Miller, Valerie Zak, Nicholas Hanek, Michael Abella Jr., Anthony Capretta, Joseph Delsanter. Nays - 0. Motion Carried.

Petitions from the Public on Legislation:

There was none.

Reading of Legislation and Action on Legislation:

3rd Reading(s)

There was none.

2nd Reading(s)

ORD. NO. 98-2021 - An ordinance accepting an extension of the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Sergeants) for a period of two (2) years effective January 1, 2023 through December 31, 2024. – **2nd Reading** (To be brought from Committee-of-the-Whole, *Administration/Carl DeForest*):

ORD. NO. 98-2021 - Mr. Abella Jr. moved this ordinance to third reading.

ORD. NO. 99-2021 - An ordinance accepting an extension of the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Patrol officers) for a period of two (2) years effective January 1, 2023 through December 31, 2024. – **2nd Reading** (To be brought from Committee-of-the-Whole, *Administration/Carl DeForest*):

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ORD. NO. 103-2021 - Mr. Abella Jr. moved this ordinance to third reading.

1st Reading(s)

There was none.

City Manager's Report:**City Manager Carl DeForest**

Remarked that there have been numerous automobile break-ins in the city and a large number of them have been in Ward 3. He added that a possible suspect has been found, as a result of an investigation in Medina. He further stated that the majority of vehicles that have been broken into were unlocked and some of the vehicles had valuables in them, including a gun which was stolen. Mr. DeForest advised residents to lock their vehicles when parking outside and not to leave their car fob in the car, as this would make it easy for thieves.

Added that the Veteran's Breakfast is scheduled for Wednesday, October 27, 2021, at 7:30 am, at St. Ambrose Hilbert Hall. The doors will open at 7:30 and the meal will be served at 8:00. The breakfast is to thank the veterans for their military service. Anyone who would like to sign up for the breakfast can contact Carl DeForest or Betsy Lahky at 330-558-6826.

Open Forum:

There was none.

Unfinished Business:

There was none.

New Business:

There was none.

Adjournment:

There being no further business, the meeting adjourned at 7:15 p.m.

Michael Abella Jr. moved to adjourn, seconded by Tom Miller. Roll Call - Ayes - 6, Nicholas Hanek, Valerie Zak, Michael Abella Jr., Anthony Capretta, Joseph Delsanter, Tom Miller. Nays - 0. Motion Carried.

Respectfully submitted,

Elana Green
Acting Clerk of Council

Mayor Ron Falconi

Adopted

DRAFT

SAFETY & ENVIRONMENT COMMITTEE MEETING

October 11, 2021

IN ATTENDANCE: Chairman Anthony Capretta, Committee Member Valerie Zak, Committee Member Michael Abella Jr., Joseph Delsanter, Nicholas Hanek, City Manager/Safety Director Carl DeForest, Law Director Ken Fisher, Chief Brian Ohlin, Lieutenant Bob Safran, Flock Safety Law Enforcement Territory Manager Rick Lombardo, Acting Council Clerk Elana Green, Brunswick Area Television, News Media.

The meeting convened at 6:00 p.m.

Mrs. Zak moved to excuse Michael Abella Jr. for just cause. Vote – 2 Ayes, 0 Nays

Michael Abella Jr. joined the meeting at 6:10 p.m.

DISCUSSION ITEMS:

Mr. Capretta introduced Chief Brian Ohlin to share his thoughts regarding the Flock Safety technology.

Chief Ohlin stated that the Flock Safety product is a license camera reader technology that would enable the Police Department to follow up on crimes, recover stolen property, apprehend wanted individuals, locate missing persons and other activities involving vehicles, since license plates are a key factor in the investigative process. He informed Council that Flock Safety is offering a 60-day free trial and if the trial period proves to be successful then discussions surrounding cost to the city would be held with the City Manager and the Finance Director for next year's budget. Chief Ohlin also informed Council that Lieutenant Safran is the Project Director on this initiative and he is working with the Police Department's staff regarding the logistics of the project.

Mr. Capretta asked Chief Ohlin if the purpose of the cameras was to monitor speeding. Chief Ohlin stated that the cameras are not a traffic enforcement tool, rather, it is about safety and more in line with investigative leads, for example when cars are stolen by criminals coming into the city. Chief Ohlin added that although there has been some success with apprehension in cooperation with law enforcement in Northeast Ohio, if there was a network of the Flock Safety Cameras throughout the city, that would provide additional leads to solving such crimes.

Mr. Capretta introduced Law Enforcement Territory Manager Rick Lombardo from Flock Safety.

Mr. Lombardo provided an overview of Flock Safety along with a PowerPoint presentation. He began by providing information about the background of the CEO of Flock Safety. The CEO was the head of his HOA in Atlanta and when there was a rash of home burglaries and auto thefts, he called the local Police Department and communicated with his neighbors and viewed numerous Ring doorbell camera footage. The results were not enough to narrow down a suspect. The police officer stated that a license plate is the only evidence that would help solve a crime. The CEO obtained quotes for License Plate Readers (LPR's) and they were very expensive and needed to be tied into electricity. The CEO along

with two other person decided to write up a program and purchased a couple of iPhones and put them in a water proof box and as a result caught the suspect who had returned within a few weeks. The company is five years old with rapid growth. The Flock Safety LPRs are currently in 1,200 police departments. The retention rate is impressive with no police customers being lost. Many police departments increase the numbers of cameras in their community by 95% after the first year. Flock Safety License Plate Readers capture 30% more than other license plate readers and can show a reduction of crime up to 60% in certain areas. He pointed out Flock Safety excels because of wide scale deployment as a result of being solar operated with a battery back up, enabling cameras to be placed anywhere sunlight can be captured. This reduces cost and allows cameras to be placed in more areas. The Flock Safety License Plate readers also sees like a detective. These cameras filter by the make of the car, the color and the build of the car. The technology enables the user to narrow down the search of a particular vehicle and then obtain the license number for the vehicles. For example, if a silver Honda Accord was picked up by a Ring doorbell, the user could narrow down silver Honda Accords and obtain the license plate for only the cars that fit this description providing leads for investigation. The public and private partnerships are extensive also.

Mr. Capretta asked if the cameras would be in the ground and how would they be affected by snow, lawn mowers etc. Mr. Lombardo replied that the cameras would generally be on main roads in the ground. The pole that the cameras are placed on is 12 feet tall and goes 2 feet into the ground and camera placement would be 10 feet high.

Chief Ohlin expressed that the cameras being installed for the trial period would be solar powered so that no expense would be involved and would allow for more flexibility for camera placement. He further stated that the locations of the cameras had not been finalized.

Mr. Lombardo stated that HOAs can purchase cameras and the police would have direct access to the cameras because the camera feeds directly to the police department. The cameras would enable the police to catch those committing crimes including those who TP homes.

Mr. Miller asked if there are any legal challenges regarding using these cameras. Mr. Lombardo replied that there are no laws in Ohio regarding License Plate Readers (LPRs). Mr. Lombardo added that Flock Safety stores the data for thirty days and only law enforcement has access to the data and the city owns the data, not Flock Safety. unlike their competitors who own the data and repackage it and sell it.

Mr. Miller asked if there were any cases where the cameras in one city assisted with the investigation in another city. Chief Ohlin stated that the Brunswick Police Department would have access to the ten cameras in Brunswick along with access to the data from all Flock Safety cameras in Northeast Ohio. Mr. Lombardo stated that all of the cameras work for other communities. He recounted that in Mentor when a woman set her house on fire and fled, her license plate was shared with every other jurisdiction, and she traveled through Mentor, Eastlake and was found in Willowick.

Mr. Delsanter asked if this would be an annualized program. Mr. Lombardo confirmed that it is and that the product is maintained by Flock Safety and monitored by the local law enforcement.

Mr. Delsanter asked Chief Ohlin how the cameras would be monitored. Chief Ohlin replied that the cameras would be interfaced with their local computers, enabling all of the officers to be alerted and the data base could also be queried.

Mr. Delsanter asked Mr. Lombardo what happens when a home has been TPd. Mr. Lombardo stated that the evidence is turned over to the police for them to handle.

Mr. Delsanter also inquired about vandalism of cameras. Mr. Lombardo stated that there would be a reinstallation fee of \$150. If the camera is damaged with a baseball bat, the cost would be \$500. Flock Safety would split that cost with the city.

Mr. Delsanter asked if there are any problems with vandalism to the cameras. Mr. Lombardo stated that there have not been any cases in Ohio.

Mr. Delsanter asked how secure is the system. Mr. Lombardo stated that it is all LTE (telecommunication – Long Term Evolution) based, and as soon as the picture is taken it is stored in the cloud so there is nothing stored on the camera.

Mr. Delsanter stated that some in the community have expressed that the return on the investment would be in safety and in awarding fines. Mr. Lombardo replied that fines would not be used to cover the cost but the return on investment would be by saving on manpower.

Mr. Miller asked Chief Ohlin if he had spoken to any officers in Lake County to determine if they were happy with the cameras. Chief Ohlin replied that he has spoken to them and they are very pleased. The cameras have increased the efficiency of investigations.

Mr. Lombardo showed PowerPoint slides of what the solar powered cameras look like. Flock Safety cameras use motion, so this alleviates the problem of not being able to detect a vehicle without a license plate, with covered plates or with a temporary tag. He added that the Flock Safety LPR's also have state detection ability, which prevents misreads. He shared the story about someone involved in a hit and run accident in Mentor on the Lake, in which they fled after hitting a boy on a bike. The vehicle was a rented blue Kia SUV with a Florida Plate. There was only one vehicle that matched that description. The camera enabled the police department to solve the case quickly whereas previously it would have taken a hundred hours of investigation and because the driver turned returned the vehicle to the rental company, she would have never been caught. He further stated that the cameras cover two lanes in the same direction. There are about 350 cameras in the Cleveland area. He shared that in Georgia there are 1200 cameras in Cobb County. He further demonstrated how to use the technology.

Mr. Delsanter asked how ineffective the cameras become with inclement weather. Mr. Lombardo stated that the camera range is 30 feet and with inclement weather the camera can see the same as a person with 20/20 vision.

Mr. Capretta asked for a price on the cameras. Mr. Lombardo stated that the cameras cost \$2500 per camera per year, with a one-time installation fee for \$250 per camera and maintenance is included in the cost.

Mr. Capretta asked Mr. Fisher if there would need to be a bid placed. Mr. Fisher stated this is a single source vendor so a bid would not be needed.

Mr. Capretta asked Chief Ohlin what he would like the next steps to be. Chief Ohlin replied that they would go forward with the 60-day free trial and the cost for ten cameras has been factored into the budget for 2022, if approved after the trial period

Mr. Fisher asked if there was any financial exposure during the 60-day free trial. Mr. Lombardo said there is none. Mr. Lombardo added that, if necessary, one camera would be replaced during the trial period at no cost.

Mr. DeForest stated that the plan is to move forward with the 60-day free trial, getting the cameras installed and ready for the new year and funding is already in place for the 2022 budget. The trial period would allow Council to see the value and determine whether or not to scale down from ten cameras or to increase the number of cameras.

Chief Ohlin stated that the Flock Safety presentation had been held in front of the Medina County Police Chiefs Association and both Medina and Seville are also considering having cameras installed in their municipality.

Mr. Abella reiterated that these are not traffic cameras. Chief Ohlin confirmed that these cameras are for criminal activity.

Mr. Lombardo emphasized that the data belongs to the city and is only stored for 30 days. The data can be downloaded by the police department if necessary.

Mr. Hanek stated that he is familiar with this type of product, and that it would be an asset for the city.

Mr. Capretta asked Chief Ohlin if he would like to have another meeting and Chief Ohlin said he did not feel it was necessary but he would be happy to meet again if needed.

GENERAL DISCUSSION:

None.

ADJOURNMENT:

Being no further business, Mrs. Zak moved to adjourn at 6:39 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

Anthony P. Capretta

Anthony Capretta
Chairman

DRAFT



COMMITTEE OF THE WHOLE MEETING

October 11, 2021

- **IN ATTENDANCE:** Committee Member Joseph Delsanter, Committee Member Michael Abella Jr., Committee Member Anthony Capretta, Committee Member Nicholas Hanek, Committee Member Valerie Zak, Committee Member Thomas Miller, Mayor Ron Falconi, City Manager/Safety Director Carl DeForest, Law Director Ken Fisher, Acting Council Clerk Elana Green, News Media

The meeting convened at 6:40 p.m.

Mr. Capretta moved to excuse Mr. Ousley for just cause. Vote – 6 Ayes, 0 Nays

DISCUSSION ITEMS

MOTION ITEMS:

- (a) Motion to appoint Assistant Clerk of Council as the acting Clerk of Council until the new Clerk of Council is appointed;

Mrs. Zak made a motion to appoint Assistant Clerk of Council as the acting Clerk of Council until the new Clerk of Council is appointed Vote – 6 Ayes, 0 Nays

REVIEW LEGISLATION

There was none.

GENERAL DISCUSSION

Mrs. Zak stated that there are 32 applications for the Clerk of Council position to be reviewed after the Council Meeting today. The interviews would be scheduled by the HR Department for the evening of Monday, October 18, 2021.

EXECUTIVE SESSION:

- (a) Motion to go into Executive Session to discuss the Sale/lease of property and appointment, employment, dismissal, discipline, demotion, or compensation of a public employee.

Mr. Hanek made a motion to go into Executive Session to discuss the Sale/Lease of property and appointment, employment, dismissal, discipline, demotion or compensation of a public employee, seconded by Mr. Miller. Roll Call – Ayes - 6, Mr. Hanek, Mrs. Zak, Mr. Abella Jr., Mr. Capretta, Mr. Delsanter, Mr. Miller, Nays – 0. Motion Carried.

Mr. Miller moved to adjourn from Executive Session, seconded by Mr. Hanek. Roll Call – Ayes - 6, Mr. Miller, Mr. Delsanter, Mr. Hanek, Mr. Abella Jr., Mr. Capretta, Mrs. Zak. Nays – 0. Motion Carried.

ADJOURNMENT:

Being no further business, Mrs. Zak moved to adjourn the Committee of the Whole Meeting at 6:55 p.m. Vote – 6 Ayes, 0 Nays.

Respectfully submitted,

Elana Green

Assistant Clerk of Council

AD HOC COMMITTEE MEETING

October 18, 2021

IN ATTENDANCE: Chair Valerie Zak, Joseph Delsanter, Nicholas Hanek, Patricia Hanek

The meeting convened at 6:00 p.m.

EXECUTIVE SESSION

(a) Motion to go into Executive Session to discuss the employment of a public employee.

Mr. Hanek moved to go into Executive Session. Seconded by Mr. Delsanter. – Vote 4 Ayes 0 Nays

GENERAL DISCUSSION

Mr. Delsanter made a motion to extend second interview on October 25, 2021, to candidates; Laura Timura, Elana Green and Barbara Allen for Clerk of Council Position. Vote – 4 Ayes, 0 Nays

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn at 8:45 p.m. Vote – 4 Ayes, 0 Nays.

Respectfully submitted,

Valerie Zak
Chairman

PROPOSED LEGISLATION



DATE: 10/25/2021

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Jim Foster

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 98-2021** - An ordinance accepting an extension of the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Sergeants) for a period of two (2) years effective January 1, 2023 through December 31, 2024. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

BACKGROUND: The current Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Sergeants) expires on December 31, 2022; and the City of Brunswick and the Fraternal Order of Police Lodge #15 (Sergeants) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement Extension effective January 1, 2023 through December 31, 2024.

**PURPOSE AND
EXPLANATION:**

IMPLEMENTATION

SCHEDULE: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

The 2023 and 2024 budgets will be compiled at a later date. The budget must follow the requirements of budgetary laws contained in the City Charter and ORC Section 5705. Costs associated with the Collective Bargaining Agreement are required to be appropriated by City Council in order to be paid.

**RECOMMENDED
ACTION:**

One Reading	No
Two Readings	No
Three Readings	Yes

Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?
Legislation to be read three (3) times.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 98-2021

BY: Committee-of-the-Whole

AN ORDINANCE ACCEPTING AN EXTENSION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE LODGE #15 (SERGEANTS) FOR A PERIOD OF TWO (2) YEARS EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2024.

WHEREAS: The current Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Sergeants) will expire on December 31, 2022; and

WHEREAS: The City of Brunswick and the Fraternal Order of Police Lodge #15 (Sergeants) have bargained collectively and agreed to the terms and conditions of an extension of the Collective Bargaining Agreement effective January 1, 2023 through December 31, 2024.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the Council of the City of Brunswick hereby accepts the extension of the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Sergeants) for a period of two (2) years effective January 1, 2023 through December 31, 2024, as attached hereto as Exhibit "A".

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

AN AGREEMENT

between

THE CITY OF BRUNSWICK, OHIO

and

FRATERNAL ORDER OF POLICE LODGE #15

S E R G E A N T S

Effective January 1, 2020 through December 31, 2022

EXTENSION: January 1, 2023 to December 31, 2024

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ARTICLE 1**PREAMBLE**

1.01 This Agreement is by and between the City of Brunswick, hereinafter referred to as the "City" or the "Employer" and the Fraternal Order of Police Lodge #15, representing Sergeants, hereinafter referred to as the "FOP".

1.02 Whereas, a majority of the employees of the Police Department have designated the FOP to negotiate with the City on behalf of the Sergeants regarding the terms and conditions of their employment; and,

1.03 Whereas, the parties, through their designated representatives, have bargained collectively regarding wages and other conditions of employment; and,

1.04 Whereas, said FOP and the City have reached a meeting of the minds on all of the terms and conditions of a collective bargaining agreement.

1.05 Now therefore, this Contract, in consideration of the mutual promises and in consideration of the following agreements by and between the City of Brunswick and said FOP, do hereby agree with each other as follows:

ARTICLE 2

This Article is meant to be left blank.

ARTICLE 3**MANAGEMENT RIGHTS**

3.01 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, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to and for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 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) 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; 14) terminate or eliminate all or any part of its work or facilities; 15) evaluate employees.

3.02 All members of the Bargaining Unit will be subject to a physical examination at the discretion of the City. Such physical examination will be made by a physician or physicians designated and paid by the City.

3.03 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 workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE 4

RECOGNITION

4.01 The Employer hereby recognizes the Fraternal Order of Police, Lodge #15 (Sergeants) as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, for all full-time employees in the Division of Police employed in the job classification as Sergeants, excluding all part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE 5

NON-DISCRIMINATION

5.01 Neither the City nor the organization representing the employees shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, color, creed, age, sex, handicap or national origin.

ARTICLE 6

DUES DEDUCTIONS

6.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Fraternal Order of Police, Lodge #15, and regular monthly

Fraternal Order of Police, Lode #15, dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. No new authorization forms will be required from any employees in the City of Brunswick for whom the Employer is currently deducting dues.

6.02 The initiation fee, dues or assessments so deducted shall be in the amounts established by the Fraternal Order of Police, Lodge #15 from time to time in accordance with its Constitution and Bylaws. The Fraternal Order of Police, Lodge #15 shall certify to the Employer the amounts due and owing from the employees involved. Initiation fee to be deducted in two payments.

6.03 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 Fraternal Order of Police, Lodge #15, within thirty (30) days from the date of making said deductions.

6.04 The Fraternal Order of Police, Lodge #15, 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 Fraternal Order of Police, Lodge #15, shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 7 This Article is meant to be left blank.

ARTICLE 8 **NO-STRIKE**

8.01 All work stoppage shall result in the loss of two (2) days pay for each days loss of work.

ARTICLE 9 **PROBATIONARY PERIOD**

9.01 All promoted employees will be required to serve a probationary period of one (1) year. All promoted employees, starting their employment on the same day shall be assigned seniority according to their Civil Service grade received, (i.e., highest grade receives highest seniority; second highest grade, second highest seniority, etc.) In all other cases, seniority shall be assigned according to the date the individual starts his/her position. A probationary Employee may be reduced in rank during the probationary

period at the sole discretion of the City. If such Employee is retained beyond the probationary period, he shall immediately thereafter be classified as a regular Employee.

ARTICLE 10

WORK WEEK AND HOUR REGULATIONS

10.01 The normal work week for Employees covered by the Agreement shall be forty (40) hours per week. Attendance at Police Department meetings will be considered as hours worked.

10.02 No employee shall be justified or warranted without valid reason to refuse to work overtime in any week or on any day (when there is an emergency- an emergency to be defined by the Chief of Police or his designee, or OIC) or for range training, with the understanding that the employee will be entitled to overtime pay.

10.03 A Supervisor called back to work before or after his/her regular shift will be paid a minimum of four (4) hours for each such call back. It is recognized that this provision does not apply to an employee who works overtime immediately before or immediately after his/her regular shift.

10.03(a) "Immediately before" shall be defined as arriving one (1) hour (60 minutes) prior to the start of the officer's shift, and "immediately after" shall be defined as right after the officer leaves the station following his or her shift; so that, an officer called in for call back work and arriving at the station less than one (1) hour (60 minutes) prior to the start of his or her shift shall receive overtime for the minutes at work. An officer called in for call back work and arriving at the station before one (1) hour (60 minutes) before his or her shift shall receive four (4) hours of overtime, and an officer called in after leaving the station following his or her shift shall receive four (4) hours of overtime. This section includes all non-scheduled police related activities where an officer is called in to work. Non-scheduled shall be defined as officers being given less than twenty-four hour notice of a call in or if the officer is working a full shift during that twenty-four hour period prior to the shift in question, notification shall be considered non-scheduled if made after the end of that shift.

10.03(b) An officer responding to a call back, as defined above, will perform the duty for which that officer was called in to perform. Once the officer has completed the duty for which he or she was called in, the officer shall immediately return to off-duty status. This Section shall not be construed to interfere with the

Police Chief's ability to assign overtime under Article 10, Section 10.02. Further, this Section shall not be construed to prohibit the Police Chief and the Union or individual officers from entering into specific written agreement(s) to suit individual officers and Police Division needs.

10.03(c) The only exception to the above mentioned call in would be in the case where due to Sergeant error or omission, a Sergeant is required to respond to work to fix a time sensitive issue. In that case, the Sergeant would only be entitled to be compensated for actual time worked.

10.04 The work schedule shall be prepared normally in a five (5) week schedule, and posted a minimum of seven (7) days before the effective schedule date. It is recognized that absences or unexpected coverage requirements may require changes in individual shifts.

10.05 All hours worked beyond forty (40) in a seven (7) day period, shall be paid at 1-1/2 times an officer's regular rate of pay. Personal, vacation and compensatory days will be considered as a day worked for overtime purposes. Hours worked shall be governed by the Fair Labor Standards Act.

10.06 Employees may elect to take compensatory time in lieu of premium pay for overtime worked at the sole discretion of the Police Chief or his designee. Such compensatory time shall be earned at a rate commensurate to the applicable hourly overtime rate.

10.07 Any Employee who is required to attend outside training, the travel time to and from class may be included in hours worked. Inclusion of travel time as hours worked shall be at the discretion of the Police Chief and relative to Division goals.

10.08 Maximum accrual of compensatory leave shall not exceed One Hundred Eighty (180) hours at any one time.

A. For each employee, the City will pay eligible comp hours earned as of the last work day of the first payroll period ending in November. Finance will provide employees with their available balance in November. Employees must have their comp carryover selection to Payroll, in writing, no later than fourteen (14) days after notification of balance by Finance. If written carryover selection is not received by Payroll by the previously mentioned deadline, any balance up to the maximum amount of sixty-four (64) hours will be automatically carried forward. Any hours over the carryover amount will be

paid accordingly. Payment will occur as early as practically possible, but no later than December 20. Accumulation of compensatory time will begin on the first day after the first payroll period ending in November and continue for 365 days. Hours paid shall be at the employee's current rate of pay as of the last work day of the last payroll period ending in November.

B. When an employee has accrued the maximum compensatory time off of one hundred eighty (180) hours, all overtime worked shall be paid at the applicable rate.

C. Compensatory time may be taken in less than eight (8) hour blocks in accordance with the FLSA standards.

10.09 Sergeants may change days off, duty days, schedule rotation or switch duty days with another sergeant with the approval of the Police Chief or his/her designee.

10.10 Shift bidding will be based on seniority. Sergeants will be ranked in order of seniority, with the list taking into account time since being promoted. For shift coverage, the senior Sergeant on the preceding and/or succeeding shift, shall be the first to be asked for overtime. If a call-in is necessary, the senior Sergeant shall be called first for shift coverage.

10.11 Any type of day off taken by a Sergeant (personal, sick, compensatory, vacation, etc.) will be covered by a Sergeant who will be paid their choice of overtime or compensatory time. If for any reason a Sergeant can't cover a shift, refer to Article 10.12.

10.12 Sergeants will be given the first right of refusal for overtime instead of using Patrol OIC, with the only exception being the scheduling of the Patrol OIC done at the initial scheduling time in order to cover a shift when a Sergeant would not be available, or at a time that is mutually agreed upon by the Sergeants and Administration.

ARTICLE 11

HOLIDAYS

11.01 Employees will receive seven (7) holidays as listed below.

1. New Year's Day
2. Easter
3. Memorial Day

4. July 4th
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

11.02 Sergeants who work on their regularly scheduled day, when it falls on a holiday, shall receive double their normal day's pay plus a day's pay for the holiday.

11.03 Sergeants, who are not scheduled to work on an above-listed holiday, shall receive eight (8) hours pay at their regular rate. It is further understood that additional holidays shall not be subject of further bargaining in other subsequent contracts.

ARTICLE 12

VACATIONS

12.01 Eligible Employees covered by this Agreement shall be entitled to weekly paid vacation, at their regular weekly rate, in accordance with the following schedule:

<u>Upon completion of</u>	<u>VACATION</u>
One (1) year but less than five (5) years	2 weeks
Five (5) years but less than eleven (11) years	3 weeks
Eleven (11) years but less than Fifteen (15) years	4 weeks
Fifteen (15) years but less than twenty five (25) years	5 weeks
Twenty five (25) years or more	6 weeks

12.02 Employees with one (1) year, but less than five (5) years of service, may take vacation one (1) day at a time up to a total of five (5) days. Employees with five (5) or more years of service may take vacation one (1) day at a time up to a total of ten (10) days. The remaining vacation must be taken in minimum increments of one (1) week.

12.02a Vacation may be taken in two (2) hour increments up to a total of forty (40) hours. Use of vacation in this manner may not cause overtime except in cases of an emergency. Such emergency shall be defined by the Chief of Police or his/her designee. This decision is not grievable.

12.03 In the event an employee with one or more years of service is absent for any reason, he/she shall be eligible for full vacation pay as long as, in the eligibility years his/her days absent do not exceed the sick days for which he/she is eligible, and is for any

reason other than the occupational injury, vacation pay will be reduced by the equivalent days absent in the year after sick leave is terminated. This provision does not apply to vacation days earned in the previous year.

12.04 Each employee will be granted vacation based on the number of years of service at their anniversary date. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). No pay will be issued in lieu of vacation.

12.05 An employee shall be deemed to have earned his/her vacation pay as of his/her eligibility date, even though he/she does not take vacation or receive vacation pay at that time. Further, if the employee with one (1) or more years of service is terminated prior to his/her eligibility date, he/she shall receive vacation pay pro-rated in accordance with the number of months he had worked since his proceeding eligibility date.

12.05 (a) For the purpose of this provision only, an employee who is eligible to retire under the Ohio Police and Fire Pension Fund (i.e., is "pensionable"), such employee shall be permitted to utilize all remaining unused/unearned vacation in his/her year of retirement provided the employee notifies the Employer of his retirement with at least three (3) months notice to the City prior to the retirement date [e.g., employee has six (6) weeks of vacation and uses one (1) week in February in the year of the retirement. The employee has five (5) vacation weeks remaining. The employee plans to retire July 1st. The employee may utilize his five (5) remaining weeks prior to July 1st provided such notice is given by April 1st without having to "pay back" the City for those weeks of vacation.] If three (3) months notice is not given prior to retirement date, and the employee has used unearned vacation, the employee will be required to pay back the unearned portion of vacation that was taken. However, the Chief of Police may accept notification of less than three (3) months when considering mitigating factors. Denial of approval of less than three (3) months is not grievable. This will be done on a case by case basis. Such factors may include health or illness concerns, family situations, or future employment opportunities of the retiring employee.

12.06 If any employee quits his/her job without two (2) weeks written notice, or is discharged for just cause (except for medical reasons), he/she shall not receive his prorated vacation pay.

12.07 An employee, when taking a week's vacation, shall receive a minimum of nine (9) days off [five (5) days off vacation and four (4) scheduled days off] or a maximum eleven (11) days off [five (5) days vacation and six (6) scheduled days off] in accordance with the operational needs, manpower limitations, of the Brunswick Division of Police.

12.08 Reasonable requests to extend the length of time in which any employee must utilize his/her vacation time will be considered but must be first approved by the Chief of Police, then by the City Manager/Safety Director. Approved request is then forwarded to Finance for verification and adjustment of balance.

ARTICLE 13

SICK LEAVE

13.01 Each employee will begin accumulating 4.6 hours per eighty (80) hours after the first month of hire.

13.02 In any case where an employee has accumulated four hundred and eighty (480) sick hours, provided for in above, in a given calendar year, and does not wish to further accumulate the sick hours, he/she is entitled to, for that year, as an incentive to said employee not to use the sick time beyond four hundred and eighty (480) hours, said employee may be reimbursed at the end of said year for sick time not used in excess of four hundred and eighty (480) hours at a rate of one-half (1/2) day's pay for each sick day not used. One half (1/2) day's pay shall be the individual's base hourly wage times one-half 1/2 the employee's normal work day hours. Payment of these hours shall be made by January 31st. Retroactive payment will not be made at any time.

13.03 An employee who is unable, by reason of sickness, injury, or disability to perform his/her duties, must call the Communication Center each day he/she is off, two (2) hours prior to the start of the afternoon or night shift, and one (1) hour prior to the start of the day shift. If he/she fails to call within these time limits prior to the start of his/her shift, he/she will be docked one (1) hour at his/her regular rate. After three (3) consecutive days on non-hospital sick leave, or ten (10) days (80 hours) of non-doctor certified sick leave, a doctor's certificate shall be presented by the employee in all instances. Sick leave should not be used for office visits or treatment which could be

scheduled during non-working hours. A patterned use of sick leave or excessive use or abuse is sufficient grounds for disciplinary action.

13.04 If a Sergeant is involved in a shooting that results in death or serious injury to another person, that Sergeant shall immediately be referred to a professional medical health service (Psychologist, Psychiatrist or Medical Doctor) and that party will advise the Police Chief of necessary administrative action. The Sergeant may be given up to thirty (30) days paid Administrative Leave at the discretion of the Police Chief.

ARTICLE 14

BEREAVEMENT LEAVE

14.01 When an employee is absent due to death in his/her immediate family, he/she shall be paid a maximum of three (3) days earnings at his/her regular rate for the purpose of attending the funeral or for memorial purposes. Such three (3) days will be any three consecutive days which must include the day of the funeral. No payment will be made for any of the three (3) days which is a day which the employee would not ordinarily be scheduled to work, or occurs during the employee's vacation.

14.02 A member of the immediate family shall be considered an employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, legal guardian or any other household member designated as "other relative" in the sole discretion of the Chief of Police. Denials of a designation of "other relative" by the Chief of Police for purposes of bereavement pay shall not be grievable.

14.03 The intent of this provision shall be to protect an employee against loss in earnings. Thus, the maximum of three (3) days in the event of death in the immediate family is not a guarantee of three (3) paid days off. Two (2) days of sick pay time may be used in conjunction with bereavement pay. Evidence must be submitted to the City to verify this use.

ARTICLE 15

ARMED SERVICE RESERVE DUTY

15.01 Any employee who is required to take off from duty to report for summer camp for training because he/she is a member of a branch of the Armed Services shall be compensated for the difference between his/her regular pay and his/her service pay up

to a maximum period of two (2) weeks per calendar year. Training notice and pay voucher must be presented to the City issuing compensation.

ARTICLE 16

INSURANCE

16.01 The City agrees to provide each eligible employee and his/her dependents hospital, surgical and major medical insurance and to continue to pay the premium for Life Insurance under the present plan and limitations.

Effective January 1, 2014, all employees under the City's health insurance plan for medical, prescription, dental and vision are required to contribute a percentage of the total premium of the plan per month.

Effective January 1, 2020, employees are required to contribute towards the total premium of the plan per month as follows:

	<u>2020</u>	<u>2021</u>	2022	<u>2023</u>	<u>2024</u>
Plan 1	16%	16%	16%	<u>16%</u>	<u>16%</u>
Plan 2	16%	16%	16%	<u>16%</u>	<u>16%</u>
Plan 3	12%	12%	12%	<u>12%</u>	<u>12%</u>

Effective January 1, 2019, seventeen percent (17%) for employees NOT in the Wellness Program – for each Plan.

A new Sergeant would pay what current sergeants pay.

The Employer shall have the right to change insurance carriers or coverage so long as the employees retain same coverage. The City also grants the use of its hospitalization policy after retirement by the employee remaining on the Group and paying the entire monthly premium to the City.

16.02 In case an employee is absent from work due to layoff or leave of absence, the City will not be obligated to pay for insurance coverage beyond the end of the month in which such action begins.

16.03 The Employee's contribution towards the premium will be deducted from employee's bi-weekly pay check.

16.04 In the event the Employee resigns or is terminated, the Employee will be required to make the Employer whole in the amounts owed by the Employee for premium contribution pursuant to the City's election procedure. This amount will be deducted from the Employee's final paycheck from the City.

16.05 In the case of an Employee's absence from work due to illness or injury which is not the result of his work, the City will pay for his/her insurance for a period of ninety (90) days after sick time terminates. When such employee is returned to work, his/her insurance will commence the first of the month following his/her return to work.

16.06 An employee may decline the use of the City's hospitalization, surgical and major medical plans if satisfactory proof is submitted and accepted by the City that the employee is covered by an adequate hospitalization plan. An employee's spouse (if applicable) must also agree to this provision. The City will pay the employee \$1,500.00 for requesting to be completely removed from the City's hospitalization plan, or pay the employee \$600 for changing from a family plan to a single plan. Initial payments for dropping or reducing the above coverage will be based on the number of months coverage is not used and based on the date Administrative Services is notified of the opting out. Payment shall be made once annually by October 31st.

16.07 The City will provide \$1,000 Life Insurance for every \$1,000 in employee's base pay. The City will round the coverage to the next highest \$10,000 value, i.e., \$64,000 base hourly pay = \$70,000.

16.08 The City has a flexible spending plan.

ARTICLE 17

LONGEVITY

17.01 In addition to such annual salary, employees shall receive yearly longevity pay in accordance with the following schedule, and subject to the following terms and conditions:

17.02 Employees shall be eligible for Longevity Pay of the amount shown on said schedule on a calendar year basis. The Year 2005 was the conversion year from anniversary date to calendar year. Only continuous years of service as an employee for

the City shall be used in determining the eligibility for the Longevity Pay. Payments to be made one time annually by October 31st of each year.

YEARS OF CONTINUOUS SERVICE COMPLETED	2020	2021	<u>2022</u>	2023	2024
<u>0-3</u>	N/A	N/A	<u>\$ 2,500.00</u>	N/A	N/A
4-5	\$ 300.00	\$ 300.00	<u>\$ 2,800.00</u>	\$ 300.00	\$ 300.00
6-7	\$ 500.00	\$ 500.00	<u>\$ 3,000.00</u>	\$ 500.00	\$ 500.00
8-9	\$ 700.00	\$ 700.00	<u>\$ 3,200.00</u>	\$ 700.00	\$ 700.00
10-11	\$1,000.00	\$1,000.00	<u>\$ 3,500.00</u>	\$1,000.00	\$1,000.00
12-13	\$1,200.00	\$1,200.00	<u>\$ 3,700.00</u>	\$1,200.00	\$1,200.00
14-15	\$1,400.00	\$1,400.00	<u>\$ 3,900.00</u>	\$1,400.00	\$1,400.00
16-17	\$1,600.00	\$1,600.00	<u>\$ 4,100.00</u>	\$1,600.00	\$1,600.00
18-19	\$1,800.00	\$1,800.00	<u>\$ 4,300.00</u>	\$1,800.00	\$1,800.00
20-21	\$2,100.00	\$2,100.00	<u>\$ 4,600.00</u>	\$2,100.00	\$2,100.00
22	\$2,300.00	\$2,300.00	<u>\$ 4,800.00</u>	\$2,300.00	\$2,300.00
23	\$2,500.00	\$2,500.00	<u>\$ 5,000.00</u>	\$2,500.00	\$2,500.00
24	\$2,700.00	\$2,700.00	<u>\$ 5,200.00</u>	\$2,700.00	\$2,700.00
25	\$2,900.00	\$2,900.00	<u>\$ 5,400.00</u>	\$2,900.00	\$2,900.00
26	\$3,000.00	\$3,000.00	<u>\$ 5,500.00</u>	\$3,000.00	\$3,000.00
27	\$3,100.00	\$3,100.00	<u>\$ 5,600.00</u>	\$3,100.00	\$3,100.00
28	\$3,200.00	\$3,200.00	<u>\$ 5,700.00</u>	\$3,200.00	\$3,200.00
29	\$3,300.00	\$3,300.00	<u>\$ 5,800.00</u>	\$3,300.00	\$3,300.00
30	\$3,400.00	\$3,400.00	<u>\$ 5,900.00</u>	\$3,400.00	\$3,400.00

(\$2,500.00 added to longevity for the 2022 year only and then revert back to previous schedule.)

ARTICLE 18

WAGES

18.01 Full-time Sergeants in the Division of Police shall be paid on a four-step (4-step) Merit Rate Schedule as follows: Step 1 – Starting Rate; Step 2 – six-month Rate; Step 3 – One-Year Rate; Step 4 – Two-Year (maximum) Rate. The spread between each Step shall be 2.5%. The Maximum Rate (Step 4) shall be established as sixteen percent (16%) above the highest rate of pay in the City's Merit Pay Scale for Patrolmen.

18.02 When a Sergeant is designated as Acting Lieutenant or Acting Chief of Police, they shall receive an additional: \$2.50 per hour.

18.03 Employees will be eligible for merit raises after completion of required time in grade and recommendation from their superior officer. No officer shall be permitted to take an advancement test unless he/she has obtained the final merit step in rank.

18.04 In addition, all employees hired after January 1, 1976, or entering into a new classification within the Police Department, shall be subject to a merit review before receiving any increase in pay. [A 3.0 average (A=5, B=4, C=3, D=2, U=1) is the minimum average acceptable grade before any merit increase will be awarded.] A merit review will be held prior to the employee's scheduled date for merit raise increase.

18.05 The City will pay each Sergeant the following additional rate per hour in addition to compensation to which they are entitled to under this Agreement:

3:30 p.m. to 11:30 p.m.

11:30 p.m. to 7:30 a.m.

\$.85

\$ 1.70

On any shift in which any Sergeant is not working, the Police Chief shall designate the shift commander. The individual designated shall assume duties of Sergeant.

18.06 All full-time employees must have their regular pay check directly deposited.

ARTICLE 19

POLICE & FIRE DISABILITY AND PENSION FUND

19.01 The City will maintain the Police and Firemen's Disability and Pension System.

19.02 The City will pay the Employee's retirement contribution up to a maximum amount of 12.25%.

19.03 The City will provide deferred compensation retirement plans.

ARTICLE 20

LAY-OFF AND RECALL

20.01 Layoff, reduction in force and recalls, shall be pursuant to the established seniority list within each classification (as established by promotion date to Sergeant) of least seniority laid off first.

ARTICLE 21**FIELD TRAINING OFFICER**

21.01 A Sergeant will be paid the maximum pay in grade while acting in the capacity of a Field Training Officer. Such pay will only apply if the Sergeant is trained as a Field Training Officer and prepares a written evaluation of the training.

ARTICLE 22**LINE OF DUTY INJURY LEAVE**

22.01 A full-time Employee's absence from work is necessitated because of an illness or injury that occurred while on the job with the City and said illness or injury is compensable under the Ohio Worker's Compensation Law, and the injured Employee is temporarily and totally disabled for a period exceeding seven (7) calendar days, injury leave may be granted at the discretion of the City Manager/Safety Director, or his/her designee, for a period of time not to exceed ninety (90) calendar days.

22.02 Such leave may be granted by the City Manager/Safety Director, or his/her designee, based upon the recommendation of the employee's Department/Division Head and upon submittal by the Employee of a statement from a licensed physician justifying that the employee is unable to return to full work status due to the injury/illness.

22.03 If at the end of this ninety (90) calendar 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 or portion thereof.

22.04 Such leave shall not be charged against the Employee's sick leave balance unless it is determined that the illness or injury is a non-work related illness or injury and is not compensable under Ohio Worker's Compensation Law. Should payments be made by the Employer to an Employee for an injury that is subsequently found to be a non-compensable injury, such payments made by the Employer shall be deducted from the Employee's accumulated leave credits (e.g, sick leave, vacation, etc.) or payroll deduction.

22.05 In order to be eligible for injury leave, the Employee must report the illness/injury to his/her supervisor within twenty-four (24) hours of the incident giving rise to the illness/injury.

22.06 Time off during paid injury leave shall count towards service credit and vacation accruals. There shall be no accrual of sick leave credit while being paid injury leave.

22.07 The Employer shall have the right to require the Employee to have a physical exam by a physician appointed and paid for by the Employer.

22.08 When receiving injury leave pay, the Employee shall sign off and refund the City any loss of time compensation received under Ohio Worker's Compensation for such time an Employee is paid injury leave.

22.09 Any Employee who receives a paid leave under this Article shall not be entitled nor will apply for either temporary total disability or permanent and total disability benefits under Ohio Worker's Compensation Laws. This provision does not prohibit an employee from receiving other available worker's compensation benefits. If an employee received either temporary total disability or permanent and total disability while receiving injury wage continuation benefits under this section, the employee agrees to reimburse the City for all sums in excess of what the employee received under this section.

22.10 An Employee on injury leave or receiving temporary total compensation through Worker's Compensation or similar self-funded program as a result of an on duty injury, may be required to return to work in a transitional work assignment as determined by the Employer. Such assignments will be for cases that are temporary in nature and will take into consideration any limitations placed on the Employee by the attending physician.

22.11 The injury leave pay set forth in this Article is cumulative for the duration of this Agreement in regard to the injury, i.e., successive "injuries" to the same body part(s) shall not constitute separate injuries and all related worker's compensation and related claims to the same or similar body parts shall be construed as one (1) injury and eligible for total leave time under this Article.

ARTICLE 23

Wellness

23.01 The Union and the Administration desire to promote health and fitness for its employees.

23.02 A Wellness Program has been designed with certain criteria. It is the responsibility of each employee who wishes to participate in the program to comply with all criteria required in order to receive the wellness payment. There will no longer be a

nicotine mandate or fitness test associated with Wellness. A report will be received from a Third Party Administrator as to who has complied with the required criteria.

<u>2020</u>	<u>2021</u>	2022	<u>2023</u>	<u>2024</u>
\$800	\$800	\$800	<u>\$800</u>	<u>\$800</u>

Five (5) out of the five (5) following criteria will be required in 2020, 2021, 2022, 2023 and 2024 for successful completion of the Wellness Program. Health Risk Assessment, Tobacco Certification, Physical, Biometric Screenings and Lunch and Learn. The Union and Health Care Committee will have input into the required criteria. If no mutual agreement is reached, then the above listed five (5) criteria will remain. Payment to be made no later than October 31st.

23.03 Participation or lack of participation in the program will not be held in a punitive nature against any employee.

ARTICLE 24 This Article was meant to be left blank.

ARTICLE 25 This Article was meant to be left blank.

ARTICLE 26 This Article was meant to be left blank.

ARTICLE 27 **TOTAL AGREEMENT**

27.01 This Agreement represents the entire agreement between the Employer and the Fraternal Order of Police, Lodge #15, 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.

ARTICLE 28**OBLIGATION TO NEGOTIATE**

28.01 The Employer and the Fraternal Order of Police, Lodge #15, acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations 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.

28.02 Therefore, for the life of this Agreement, the Employer and the Fraternal Order of Police, Lodge #15, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain/negotiate collectively with respect to any subjects or matters referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargained/negotiated and signed this Agreement.

ARTICLE 29**GENDER AND PLURAL**

29.01 Whenever the context so requires, the use of 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 gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 30

This Article was meant to be left blank.

ARTICLE 31**SEPARABILITY AND SAVINGS CLAUSE**

31.01 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if in compliance with or enforcement of any article or section, should be restrained by such tribunal pending a final determination as to its validity. The remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it has

been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

31.02 In the event any article or section is held invalid or enforcement of, or compliance with, which has been restricted as above as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of The Bargaining Agent for the Police Department, for the purpose of arriving at a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

ARTICLE 32

DURATION

32.01 This Agreement represents a complete and final understanding on all bargainable issues between the City and the Fraternal Order of Police, Lodge #15, (Sergeants) and unless otherwise and elsewhere expressed in the Agreement, and shall remain in effect, along with any amendments made and annexed hereto, until midnight, December 31, 2024.

ARTICLE 33

DISCIPLINE

33.01 No employee shall be reduced in pay or position, suspended, fined, discharged or removed except for just cause.

33.02 Prior to any disciplinary suspension, demotion, or discharge taken against a regular employee the Employer shall serve a Notice of Discipline upon the employee which sets forth the acts for which discipline is being imposed and the proposed penalty. A copy of the Notice of Discipline form is attached to this Collective Bargaining Agreement. The Notice of Discipline served on the employee shall be accompanied by a written statement that:

The employee has a right to object by filing a grievance within five (5) days of the Notice of Discipline and that such grievance shall be heard by the City Manager/Safety Director or his/her designee in accordance with Step 2 of the Grievance Procedure;

The Union may file an appeal of the City Manager/Safety Director's decision under the Grievance Procedure to arbitration that provides for a hearing by an independent arbitrator as its final step.

33.03 A suspension without pay, discharge, demotion or fine may be imposed concurrent with the decision of the City Manager/Safety Director or designee as set forth herein. The appeal before the City Manager/Safety Director or designee shall constitute the employee's pre-deprivation hearing.

ARTICLE 34

GRIEVANCE PROCEDURE

34.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances.

34.02 A grievance is a dispute or a difference between the Employer and the F.O.P., or between the Employer and the employee concerning the interpretation and/or application of and/or compliance with any specific provision of the Collective Bargaining Agreement. When any such grievance arises, the following procedure will be observed:

Step 1 An employee who has a grievance must submit it in writing to the Chief within seven (7) calendar days after the occurrence of the events upon which his/her grievance is based. The grievance shall include the name and position of the grievant, the identity of the provisions of this Collective Bargaining Agreement involved in the grievance occurred, the time and place where the alleged events or conditions giving rise to the grievance, 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. The grievance shall be signed and dated by the grievant and/or the F.O.P. representative. The Chief shall give his/her answer in writing within seven (7) calendar days after receiving the grievance to the grievant or the F.O.P. representative.

Step 2 If the grievance is not satisfactorily settled with the written decision at the conclusion of Step One, a written appeal of the decision may be filed with the City Manager/Safety Director within seven (7) calendar days from the date of the rendering of the decision at Step One. Copies of the written decisions shall be submitted with the appeal. The City Manager/Safety Director or his/her designee shall meet with the grievant and/or a representative of the F.O.P. within seven (7) calendar days after receipt

of the appeal. The City Manager/Safety Director or his/her designee shall issue a written decision to the employee and F.O.P representative within seven (7) calendar days from the date of the meeting.

Step 3 In the event a grievance is unresolved after Step Two, then within ten (10) calendar days after the rendering of the decision at Step Two (City Manager/Safety Director level), the grievant may submit the grievance to arbitration. However, if the parties are unable to agree upon an arbitrator, when within five (5) calendar days the party wishing to proceed to arbitration shall request a list of arbitrators from the American Arbitration Association. The arbitrator shall be selected from the list using the alternate strike method. The parties shall submit the matter to the American Arbitration Association for administration.

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

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

The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the parties losing the grievance. In the event the arbitrator renders a split decision by neither denying nor sustaining the grievance in full, the costs of the arbitration shall be split equally between the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by the Employer. 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 adversely affect the normal operations of the department. This shall not be considered a "call in" and an employee shall only be paid for the time at the Hearing.

The parties shall attempt to schedule the arbitration hearing during the grievant's normal working hours. If the arbitration cannot be scheduled during working hours, the grievant

shall be permitted to use compensatory time, vacation leave, or personal hours for all hours to attend the hearing.

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.

34.03 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer and the F.O.P., be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Collective Bargaining Agreement. Any grievance not timely processed by the Employer at any of the preceding steps may be immediately referred by the F.O.P. to the next level.

34.04 Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays, or City Hall Holidays.

34.05 An employee may present grievances and have them adjusted, without the intervention of a representative of the F.O.P., as long as the adjustment, if any, is not inconsistent with the terms of this Collective Bargaining Agreement.

34.06 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his/her rights as provided by the grievance and arbitration procedures herein contained.

ARTICLE 35 PURCHASE OF SERVICE WEAPON AT RETIREMENT

35.01 When a Sergeant is pensionable and chooses to retire, the retiree may purchase his/her duty issued firearm and badge for the cost of one dollar (\$1.00). In the event the firearm is two (2) years or less from its issue, the Chief may, at his/her sole discretion, make an alternate firearm available for purchase.

35.02 Upon notification from a retiree of his/her request to purchase their firearm, a CCH check and CPO check shall be conducted.

35.03 The Chief of Police, at his/her sole discretion, may refuse to allow the sale of a service weapon to a retiree. This decision is final and may not be grieved.

ARTICLE 36

FAMILY MEDICAL LEAVE

36.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 (FMLA), and as set forth herein below.

36.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave. Any paid or unpaid leave shall be included in the computation of FMLA leave herein. If spouses work for the Employer, the twelve (12) weeks used for FMLA shall be in a combined fashion.

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

36.03 The annual twelve (12) month period shall commence and be measured forward from the date of the employee first uses the leave set forth above.

36.04 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

36.05 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

36.06 Eligible employees will be required to re-certify their request for FMLA leave every thirty (30) days.

36.07 Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

ARTICLE 37

LEAVE OF ABSENCE

37.01 The nature of police operations is such that attendance on the job is critical. Employees who do not maintain good attendance records can be subject to disciplinary action as per the Department Rules and Regulations. In unusual circumstances, however, employees are required to be away from their work for extended periods of time. If such a situation occurs, the City may make available the following Leave of Absence policies for employees who have been employed for more than six (6) continuous months:

1. **MILITARY LEAVE:** Employees drafted into the Armed Forces of the U.S. government, or otherwise conscripted by the Government, shall be granted a Leave of Absence for their duration with the Government. Upon termination of service with the Government, the employee shall be returned to work at his regular job with all his rights and privileges enjoyed including seniority accrued to the date of termination, provided he is able to do such work physically, and that he applied for re-instatement within ninety (90) days time limit specified in the Universal Military Training and Service Act.

2. **LEAVE OF ABSENCE:** Upon any written application, any employee who has been actively and continuously employed by the City for two (2) years may be granted a Leave of Absence without pay, for a period not to exceed sixty (60) days. Except in emergency situations, the employee must make application for such leave, at least two (2) weeks prior to the date leave is to commence. The City, in its discretion, can extend a leave of Absence for a period not to exceed an additional sixty (60) days. Leave of Absence will be granted only where the requirements permit, except for actual emergencies. Employees securing leave of Absence under false pretenses shall be discharged immediately. Employees granted a Leave of Absence shall notify their superior two (2) days in advance if they desire to return to work before the expiration of Leave. A Leave of Absence not in excess of thirty (30) days shall be included as active and continuous employment for vacation purposes.

3. **EMPLOYMENT WHILE ON LEAVE OF ABSENCE:** Any employee who is on Leave of Absence and engages employment without the written consent of the City during the time he/she is on such Leave of Absence, shall lose his/her seniority and/or be subject to discharge.

ARTICLE 38**COURT APPEARANCE**

38.01 Off duty Sergeants subpoenaed or notified of a need to appear in Court as a witness for Police related testimony shall be paid full-time* pay for the time he/she is required to appear. When such appearance is requested, he/she shall receive a minimum of four (4) hours pay on a scheduled work day or on a day off. Payment shall be made under the guidelines of the Fair Labor Standards Act with regard to overtime pay. The employee need not be required to work these hours. Additional court cases on the same workday or scheduled day off will be paid as follows:

1. Same four (4) hour time frame will be considered already paid.
2. Cases that go beyond the four (4) hours will be paid under normal Division overtime guidelines.

If a Sergeant is not notified within twenty-four (24) hours prior to their scheduled court appearance that their appearance is not required, the Sergeant shall receive a minimum of two (2) hours pay at the overtime rate.

***Full Time Pay:** Full time pay is a Sergeant's regular rate of pay. No overtime premium will be paid for any court time hours worked or paid unless hours worked in a regular work week exceed forty (40) hours.

Court time, shall be defined and applies only to court appearances as a result of subpoenas, or schedules generated by court officials or personnel.

ARTICLE 39**RECREATION CENTER MEMBERSHIP**

39.01 A single membership to the Brunswick Community Recreation and Fitness Center will be offered to Sergeants. Employees deciding to accept the membership will be required to sign up for the benefit. This membership is not mandatory nor is it automatic. If a single membership is accepted, the value of this membership will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

39.02 If an employee chooses to enroll in a family membership, the single membership amount will be deducted from the total family amount. The employee would be required to pay the difference between the single and family membership. The single membership amount will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

ARTICLE 40**ANNUAL PERSONAL DAYS**

40.01 Sergeants will be entitled to ten (10) (80 Hours) annual personal days off. The use of these personal days will not count against sick time. These days were formerly referred to as stress days.

40.02 Scheduling for these days off will be at the discretion of the Chief of Police or his designee.

ARTICLE 41**UNIFORM AND EQUIPMENT ALLOWANCE**

41.01 The City agrees to pay each calendar year to each Police Officer who has been on active duty for the past year, a uniform and equipment replacement allowance as follows:

<u>2020</u>	<u>2021</u>	2022	<u>2023</u>	<u>2024</u>
\$1,100	\$1,100	\$1,100	<u>\$1,100</u>	<u>\$1,100</u>

In order to utilize this benefit, the officer must use a City of Brunswick purchase order, or he/she may request reimbursement after purchasing an item that was authorized by the Chief or his/her designee, themselves. A maximum of One Hundred Dollars (\$100.00) may be carried over into the next calendar year for the purchase of body armor. Any carried forward monies must be used by November 1st of the following year. Any dollars to be carried forward into the next year must be declared in writing to the Chief, or his designee, by November 30th. If no notice is given by November 30th, or monies that were carried forward were not used by November 31st, they will automatically be forfeited by the employee and so designated by the Finance Department.

41.02 The City will purchase Body Armor for each officer as follows, every five (5) years or when rendered ineffective in the line of duty.

<u>2020</u>	<u>2021</u>	2022	<u>2023</u>	<u>2024</u>
\$1,600	\$1,700	\$1,800	<u>\$1,800</u>	<u>\$1,800</u>

41.03 At the discretion of the Range Officer, officers will pay for grips and general upkeep of their weapons out of their uniform allowance.

41.04 The City will pay for weapon repair due to accidental damage or normal wear and tear.

41.05 The City will allow a three (3) man committee to review the present limitations imposed upon uniform and equipment purchases, but the final selection of articles allowed to be purchased is a management prerogative and will not be relinquished.

41.06 The City will provide officers fifty-two (52) rounds of fresh ammunition annually, and O.C. spray after two (2) uses, or four (4) years, or manufacturer's expiration date. Old ammunition will be returned to Range Officer and exchanged for fresh ammunition.

ARTICLE 42

PROFESSIONAL PAY

42.01 In order to encourage continuing professional training and proficiency, all employees who undertake training and are granted accreditation or certification in the following three fields:

Hold an OPOTA Certification
Firearms Proficiency
LEADS Certification

Shall be paid in an annual professional wage supplement in the amount of:

2020	2021	2022	<u>2023</u>	<u>2024</u>
\$3,700	\$3,800	\$3,900	<u>\$3,900</u>	<u>\$3,900</u>

Provided, however, that such employees shall maintain such accreditation or certification in each field respectively under professional guidelines and requirements established by the State of Ohio or the Chief of Police for the City of Brunswick. In exchange for the above, the Sergeants agree to eliminate Administrative Services pay and Uniform Maintenance pay. Payment will be made in the form of a check by October 31st.

ARTICLE 43

POLYGRAPH

43.01 If an officer is required to take a polygraph test due to charges brought from an outside source, that individual making the charge will first be required to take a

polygraph. Our officer will then be required to take a polygraph. If the individual making the charge is found to be lying, the City will attempt to prosecute.

43.02 If the charge is from an internal investigation, the officer may be required to submit to a polygraph.

43.03 If the polygraph indicates the officer is not truthful, a second polygraph will be given to our officers.

ARTICLE 44

SCHOOLING

44.01 The City will agree to reimburse an employee for training programs specifically related to their employment position and pre-approved by the Chief of Police. This decision is not grievable.

ARTICLE 45

EXTRA WORK DETAIL

45.01 All extra work will be assigned to full time officers first.

ARTICLE 46

RETENTION OF PREVIOUS BENEFITS

46.01 The City is willing to continue to provide the following benefits as long as they are available:

1. False Arrest Insurance
2. Employee Bond
3. Indemnification of Employees - employees shall receive full indemnification from City Council on any judgment when punitive damages have been incurred providing:
 - a. Said employee acted within the performance of his/her duties, following either, advice of proper authority or following established policy and procedure.
 - b. Said employee acted reasonably and in good faith.
4. Jury Duty Pay

5. Employees engaged in City business outside the Municipality shall be reimbursed for the actual cost of meals, lodging, mileage and other items covered by ordinance.

ARTICLE 47

EMPLOYEE RIGHTS

47.01 An employee has the right to have a Shift Sergeant or Lieutenant present at the time he/she is being suspended or discharged from his/her employment.

47.02 Disciplinary actions that are more than five (5) years old, shall, upon the request of the employee, be removed from his/her personnel file and be expunged.

47.03 In cases where suspensions are not immediate, the City will make a suspension effective ten (10) days after it is presented to the employee and the Civil Service Commission. In this case, the suspension will not be served until after a ten (10) day period; or after an employee has filed an appeal and a decision is rendered by an arbitrator.

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

47.05 Non-probationary employee, who is disciplined, shall be given written notice regarding the reason for the disciplinary action.

ARTICLE 48

WAIVER IN CASE OF EMERGENCY

48.01 In cases of emergency publicly declared by the President of the United States, the Governor of the State of Ohio, the City Manager, the Federal or State Legislature, such as acts of God, natural disasters, or acts of terrorism, the following conditions of the Agreement shall automatically be suspended:

- a. Time limits of Management's or Union's replies on grievances.

48.02 Upon termination of the emergency, should valid grievances exist, they shall be processed, in accordance within the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which the grievance had properly progressed.

ARTICLE 49

This article was meant to be left blank.

ARTICLE 50

EXECUTION

50.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, _____.

FOR THE UNION:

FOR THE EMPLOYER:

Sergeant Jon Page

Carl S. DeForest
City Manager/Safety Director

Sergeant Doug Laino

DIRECTOR OF FINANCE CERTIFICATE

I, Todd R. Fischer, Finance Director, hereby certify that sufficient funds are in the City Treasury, or in the process of collection, to the credit of the proper fund, free of any outstanding encumbrances or obligations. This certificate is approved based on current information.

Todd R. Fischer
Finance Director

NOTICE OF DISCIPLINARY ACTION

TO: _____

FROM: _____

DATE: _____

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Chief of Police (Employer) proposed to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read your Collective Bargaining Agreement regarding those rights.

Chief of Police

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

This form must be returned within five (5) days to the Chief of Police if you want to appeal the proposed disciplinary action.

_____ I AGREE with and ACCEPT the proposed discipline.

_____ I wish to APPEAL the proposed discipline for the following reasons:

(If more space is needed, attached extra sheets of paper)

Signature: _____ Date: _____

Approved: _____ Date: _____
Chief of Police

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the Collective Bargaining Agreement you have rights as listed below. Please read these rights thoroughly before you agree or disagree with any proposed disciplinary action.

If, after reading your rights and discussing the matter with your Union Representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Chief of Police.

If you disagree with the discipline, you should state your reasons in writing in the space provided and return the form to the Chief of Police within five (5) days of receipt of the Notice of Discipline.

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) days of receipt of the proposed discipline with the City Manager/Safety Director.
3. If you file your objection, the City Manager/Safety Director will schedule a formal meeting within seven (7) days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The City Manager/Safety Director will report his/her decision within seven (7) days following the close of the hearing.
5. You will have ten (10) days after receipt of the City Manager/Safety Director's decision in which to appeal the decision pursuant to the final step of the Grievance Procedure.

PROPOSED LEGISLATION



DATE: 10/25/2021

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Jim Foster

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 99-2021** - An ordinance accepting an extension of the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Patrol officers) for a period of two (2) years effective January 1, 2023 through December 31, 2024. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

BACKGROUND: The current Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Patrol Officers) expires on December 31, 2022; The City of Brunswick and the Fraternal Order of Police Lodge #15 (Patrol Officers) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement Extension effective January 1, 2023 through December 31, 2024

PURPOSE AND EXPLANATION: To provide wages and benefits for union employees

IMPLEMENTATION SCHEDULE: Ordinance shall take effect and be in force from and after the earliest period allowed by law

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The 2023 and 2024 budgets will be compiled at a later date. The budget must follow the requirements of budgetary laws contained in the City Charter and ORC Section 5705. Costs associated with the Collective Bargaining Agreement are required to be appropriated by City Council in order to be paid.

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No

Suspension of Rules No

If emergency or suspension of the rules, why the request?
Legislation to be read three times.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _____

BY:

AN ORDINANCE ACCEPTING AN EXTENSION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE LODGE #15 (PATROL OFFICERS) FOR A PERIOD OF TWO (2) YEARS EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2024.

WHEREAS: The current Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Patrol Officers) will expire on December 31, 2022; and

WHEREAS: The City of Brunswick and the Fraternal Order of Police Lodge #15 (Patrol Officers) have bargained collectively and agreed to the terms and conditions of an extension of the Collective Bargaining Agreement effective January 1, 2023 through December 31, 2024.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the Council of the City of Brunswick hereby accepts the extension of the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Patrol Officers) for a period of two (2) years effective January 1, 2023 through December 31, 2024, as attached hereto as Exhibit "A".

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

AN AGREEMENT

between

THE CITY OF BRUNSWICK, OHIO

and

FRATERNAL ORDER OF POLICE LODGE #15

PATROL OFFICER

EFFECTIVE: January 1, 2020

EXPIRES: December 31, 2022

EXTENSION: January 1, 2023 to December 31, 2024

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ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Brunswick, hereinafter referred to as the "Employer" and the Fraternal Order of Police Lodge No. 15, hereinafter referred to as the "Union" on behalf of the members of the collective bargaining unit hereinafter referred to as employee(s).

ARTICLE 2

PURPOSE AND INTENT

2.01 Whereas, a majority of the Patrol Officers of the Police Division have designated the FOP to negotiate with the City on behalf of the Patrol Officers of the Police Division regarding the terms and conditions of their employment;

2.02 Whereas, the parties, through their designated representatives, have bargained collectively regarding wages and other conditions of employment; and

2.03 Whereas, said FOP and the City have reached a meeting of the minds on all of the terms and conditions of a collective bargaining agreement.

2.04 Now, therefore, this Contract, in consideration of the mutual promises and in consideration of the following agreements by and between the City of Brunswick and said FOP do hereby agree with each other as follows:

ARTICLE 3

MANAGEMENT RIGHTS

3.01 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, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to and for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 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) 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 of work; 14) terminate or eliminate all or any part of its work or facilities.

3.02 All members of the Bargaining Unit will be subject to a physical examination at the discretion of the City. Such physical examinations will be made by a physician or physicians designated and paid by the City.

3.03 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 workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE 4 **RECOGNITION**

4.01 The City hereby recognizes the Fraternal Order of Police, Lodge #15 as the sole and exclusive collective bargaining representative for all of its Patrol Officers with respect to compensation, hours of work, working conditions and other terms and conditions of employment.

ARTICLE 5 **NON-DISCRIMINATION**

5.01 The Employer and the Union agree not to discriminate for or against any employee or applicant for employment covered by this agreement on the basis of race, color, religion, creed, national origin, age, sex, or disability.

ARTICLE 6 **DUES DEDUCTIONS**

6.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the FOP and regular monthly FOP dues from the wages of those employees who have voluntarily signed dues deductions authorization forms

permitting said deductions. No new authorization forms will be required from any employees in the City of Brunswick for whom the City is currently deducting dues.

6.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the FOP from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the City the amounts due and owing from the employees involved. Initiation fee to be deducted in two (2) payments.

6.03 The Employer shall deduct dues, initiation fees for assessments from one (1) payday in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

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

6.05 The FOP 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 FOP shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 7 This Article is meant to be left blank.

ARTICLE 8 **NO-STRIKE**

8.01 All disputes regarding the interpretation or application of the express provisions of this Agreement shall be settled in accordance with the grievance procedure set forth in this Agreement, and there will be no strikes or cessation of work or slowdowns by the employees, or lockouts by the City during the term of this Agreement.

8.02 Should there be any such disputes or differences between the City and the employees, or between the City and any individual employee, such grievances shall be reduced in writing within five (5) working days from the day of the alleged occurrence and submitted to the other party.

8.03 All work stoppages shall result in the loss of two (2) day's pay for each day's loss of work.

ARTICLE 9

PROBATIONARY PERIOD

9.01 All new employees shall be considered probationary employees from the date of hire through a period extending to one (1) year from the date the employee begins the Field Training Program.

9.02 All new employees, starting their employment on the same day shall be assigned seniority according to their Civil Service grade received, i.e., highest grade receives highest seniority; second highest grade, second highest seniority, etc. In all other cases, seniority shall be assigned to the date the individual first reports to work.

9.03 A probationary employee may be dismissed during the probationary period at the sole discretion of the City. If such employee is retained beyond the probationary period, he shall immediately thereafter be classified as a regular employee.

ARTICLE 10

WORK WEEK AND HOUR REGULATIONS

10.01 The normal work week for all employees covered by this Agreement, shall be forty (40) hours per week. Attendance at Police Department meetings will be considered as hours worked.

10.02 No employee shall be justified or warranted without valid reason to refuse to work overtime in any week or on any day when there is an emergency (an emergency to be defined by the Chief of Police, his designee, or OIC) or for range training, with the understanding that the employee will be entitled to overtime pay.

10.03 If an employee is requested to work "immediately" before (defined as within one (1) hour (or 60 minutes) prior to his/her regularly scheduled shift) or "immediately" after (defined as any length of time contiguous with the end of the employee's regularly scheduled shift) the employee will be paid for the time worked. If an employee is called in to work, not "immediately" before his/her regularly scheduled shift or called back to work not contiguous to the regularly scheduled shift, the employee will receive a minimum of four (4) hours for each call back. Any scheduled or non-scheduled police related activities not attached to a regularly scheduled shift, the employee shall be paid a minimum of four (4) hours.

Any "non-scheduled" police related activity attached to a regularly scheduled shift the Officer will be paid a minimum of four (4) hours for the time worked. Any "scheduled"

police related activity attached to a regularly scheduled shift, the Officer will be paid for the time worked. A "scheduled" call in to work shall be defined as the officer being given greater than forty-eight (48) hour notice of the activity. A "non-scheduled" call in to work shall be defined as the Officer being given less than forty-eight (48) hour notice of the activity. If the Officer is working a full shift during that forty-eight (48) hour period prior to the shift in question, notification shall be considered non-scheduled if made after the end of that shift. It is recognized that this provision does not apply to an employee who works "immediately" before or "immediately" after his/her regular shift.

Once an Officer responds to a request to work as defined above, they will perform the duty for which that Officer was called in to perform. Once the Officer has completed the assigned duty, the Officer will immediately return to off-duty status. This shall not be construed to interfere with the Police Chief's ability to assign overtime under Article 10, Section 10.02. It shall also not be construed to prohibit the Police Chief and the Union or individual Officers from entering into specific written agreement(s) to suit the Officer's and Division of Police needs.

10.04 The work schedule shall be prepared normally in a five (5) week schedule, in advance, and posted a minimum of two (2) weeks prior to the effective schedule date. Bidding will normally be done in fifteen (15) week blocks.

10.05 Personnel scheduling policy and procedure will be based on employment seniority as established by the Brunswick Civil Service. Patrol Officers shall bid shifts providing that they receive an average of a three (3) on their performance evaluation. Bidding will be done in fifteen (15) week blocks. (Exception - long term shifts, e.g., Business Liaison Officer, School Resource Officer, and Traffic Officer, based on the school year.) It is recognized that absences or unexpected coverage requirements may require changes in individual shifts.

10.06 All hours worked beyond forty (40) in a seven (7) day period, shall be paid at 1-1/2 times an officer's regular rate of pay. Personal days, vacation days, bereavement days, and compensatory hours, will be considered as hours worked for overtime purposes and sick time will not be considered as time or hours worked.

10.07 Hours worked shall be governed by the Fair Labor Standards Act.

10.08 The grant of the use of compensatory time shall not be unreasonably denied by the Chief of Police or his designee. The Patrol Officer shall give reasonable advance notice to the shift sergeant or patrolman O.I.C. to use compensatory time.

The use of compensatory time shall not be withheld solely for the purpose of overtime consideration. Compensatory time shall be earned at a rate commensurate to the applicable hourly overtime rate.

10.09 Maximum accrual of compensatory leave shall not exceed one hundred eighty (180) hours at any one time.

10.10 For each employee, the City will pay eligible comp hours earned as of the last work day of the first payroll period ending in November. Finance will provide employees with their available balance in November. Employees must have their comp carryover selection to Payroll, in writing, no later than fourteen (14) days after notification of balance by Finance. If written carryover selection is not received by payroll by the previously mentioned deadline, any balance up to the maximum amount of sixty-four (64) hours will be automatically carried forward. Any hours over the carryover amount will be paid accordingly. Payment will occur as early as practically possible, but no later than December 20th. Accumulation of compensatory time will begin on the first day after the first payroll period ending in November and continue for 365 days. Hours paid shall be at the employee's current rate of pay as of the last work day of the last payroll period ending in November.

10.11 When an employee has accrued the maximum compensatory time off of one hundred eighty (180) hours, all overtime worked shall be paid at the applicable rate.

10.12 Compensatory time may be taken in less than eight (8) hour blocks in accordance with FLSA standards.

10.13 Employees may change days off, duty days, scheduled rotation or switch duty days with another employee with the approval of the Police Chief or his designee.

10.14 For shift coverage, the senior officer on the preceding and/or succeeding shift, shall be the first to be asked for overtime. If a call-in is necessary, the senior officer shall be called first for shift coverage.

ARTICLE 11

HOLIDAYS

11.01 Employees will receive seven (7) holidays as listed below.

1. New Year's Day
2. Easter
3. Memorial Day
4. July 4th
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

11.02 Patrol Officers who work on their regularly scheduled day, when it falls on a holiday, shall receive double their normal day's pay plus a day's pay for the holiday.

11.03 Patrol Officers who are not scheduled to work on an above-listed holiday, shall receive eight (8) hours pay at their regular rate. It is further understood that additional holidays shall not be subject of further bargaining in other subsequent contracts.

ARTICLE 12

VACATIONS

12.01 Eligible employees covered by this Agreement shall be entitled to receive the following vacation at their weekly rate of pay:

<u>Years of Continuous Service</u>	<u>VACATION</u>
One (1) year but less than five (5) years	2 weeks
Five (5) years but less than eleven (11) years	3 weeks
Eleven (11) years but less than fifteen (15) years	4 weeks
Fifteen (15) years but less than twenty five (25) years	5 weeks
Twenty five (25) years or more	6 weeks

12.02 Employees with one (1) year, but less than five (5) years of service, may take vacation one (1) day at a time up to a total of five (5) days. Employees with five (5) or more years of service may take vacation one (1) day at a time up to a total of ten (10) days. These five (5) or ten (10) days must be taken in whole day increments and must be requested a minimum of three (3) days prior to taking same and must be approved by the Police Chief, or his designee. Employees will be allowed the use of vacation time in two (2) hour increments up to a maximum of forty (40) hours.

12.03 In the event an employee with one or more years of service is absent for any reason, he shall be eligible for full vacation pay as long as, in the eligibility years his days absent do not exceed the sick days for which he is eligible, and is for any reason other than the occupational injury, vacation pay will be reduced by the equivalent days absent in the year after sick leave is terminated. This provision does not apply to vacation days earned in the previous year.

12.04 Each employee will be granted vacation based on the number of years of service. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). In case of emergency, the city reserves the right to extend the length of time in which any employee must utilize his vacation time. No pay will be issued in lieu of vacation.

12.04(a) The Year 2015 will be considered the conversion year from anniversary date to calendar year for current full-time employees. The Year 2015 will be the first time vacation is computed on a calendar year basis. Officers who receive vacation through the conversion process shall have until December 31, 2016 to use this vacation. No payment will be made for any vacation hours not used.

12.04(b) Any full-time employee who does not have a full year of service on December 31, 2014, their conversion period will not be until the first full year after the employee's one (1) year anniversary.

12.05 An employee shall be deemed to have earned his vacation pay as of his eligibility date, even though he does not take vacation or receive vacation pay at that time. Further, if the employee with one (1) or more years of service is terminated prior to his eligibility date, he/she shall receive vacation pay pro-rated in accordance with the number of months he had worked since his proceeding eligibility date.

12.05(a) For the purpose of this provision only, an employee who is eligible to retire under the Ohio Police and Fire Pension Fund (i.e., is "pensionable"), such employee shall be permitted to utilize all remaining unused/unearned vacation in his/her year of retirement provided the employee notifies the Employer of his/her retirement with at least three (3) month's notice to the City prior to the retirement date [e.g., employee has six (6) weeks of vacation and uses one (1) week in February in the year of the retirement. The employee has five (5) vacation weeks remaining. The employee plans to retire July 1st. The employee may utilize his five (5) remaining weeks prior to July 1st provided such notice is given by April 1st without having to "pay back" the City for those weeks of vacation.] If three (3) month's notice is not given prior to retirement date, and the employee has used unearned vacation, the employee

will be required to pay back the unearned portion of vacation that was taken. However, the Chief of Police may accept notification of less than three (3) month's when considering mitigating factors. Denial of approval of less than three (3) month's is not grievable. This will be done on a case by case basis. Such factors may include health or illness concerns, family situations, or future employment opportunities of the retiring employee.

12.06 If any employee quits his job without two (2) weeks written notice, or is discharged for just cause (except medical reasons), he shall not receive his pro-rated vacation pay.

12.07 An employee, assigned to patrol duties, when taking a week's vacation, shall receive a minimum of nine (9) days off [five (5) days off vacation and four (4) scheduled days off] or a maximum eleven (11) days off [five (5) day's vacation and six (6) scheduled days off] in accordance with the operational needs, manpower limitations, of the Brunswick Division of Police.

12.08 Vacation must be requested a minimum of three (3) days prior to taking same.

ARTICLE 13

SICK LEAVE

13.01 Each employee will begin accumulating 4.6 hours per eighty (80) hours after the first month of hire. Each employee will continue to accumulate sick leave at the rate of 4.6 hours per eighty (80) hours worked.

13.02 In any case where an employee has accumulated sixty (60) sick days, provided for in above, in a given calendar year, and does not wish to further accumulate the sick days, he is entitled to for that year, as an incentive to said employee not to use the sick days beyond sixty (60) days, said employee may be reimbursed at the end of said year for sick days not used in excess of sixty (60) days at a rate of one-half (1/2) day's pay for each sick day not used. One half (1/2) day's pay shall be the individual's base hourly wage times four (4) hours. Payment of these hours shall be made by January 31st. Retroactive payment will not be made at any time.

13.03 An employee who is unable, by reason of sickness, injury, or disability to perform his duties, must call Communication Center each day he/she is off, two (2) hours prior to the start of the shift. If he/she fails to call two (2) hours prior to the start of his/her afternoon or night shift, and one (1) hour prior to the start of the day shift,

he/she will be docked one (1) hour at his/her regular rate. After three (3) consecutive days on non-hospital sick leave, or ten (10) days (80 hours) of non-doctor certified sick leave, a doctor's certificate shall be presented by the employee in all instances. Sick leave should not be used for office visits or treatment which could be scheduled during non-working hours.

13.04 Any employee whose salary has been continued while he/she has been disabled from a service connected illness, or injury, and who received compensation from any source to which the City contributes, must return to the City all such compensation payments in that no employee is entitled to both his full salary and other forms of compensation paid for by the City. If the City approves a Worker's Compensation claim submitted by an employee, the City will continue to pay the employee his regular salary after the expiration of sick leave. Sick leave pay will continue until the value of sick time earnings exceed the value of the Worker's Compensation benefits that will be returned to the City by the employees.

13.05 If a Patrol Officer is involved in a shooting that results in death or serious injury to another person, that Patrol Officer shall immediately be referred to a professional medical health service (Psychologist, Psychiatrist or Medical Doctor) and that party will advise the Police Chief of necessary administrative action. The Patrol Officer may be given up to thirty (30) days paid Administrative Leave at the discretion of the Police Chief.

ARTICLE 14

BEREAVEMENT LEAVE

14.01 When an employee is absent due to death in his immediate family, he shall be paid a maximum of three (3) days earnings at his regular rate for the purpose of attending the funeral or for memorial purposes. Such three (3) days will be any three consecutive days which must include the day of the funeral. No payment will be made for any of the three (3) days which is a day which the employee would not ordinarily be scheduled to work, or occurs during the employee's vacation. A member of the immediate family shall be considered an employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, legal guardian or other person who stands in the place of a parent, or any member designated as "other relative" at the sole discretion of the Employer. Denials of a designation of "other relative" by the Employer for purposes of bereavement pay shall not be grievable.

14.02 The intent of this provision shall be to protect an employee against loss in earnings. Thus, the maximum of three (3) days in the event of death in the immediate family is not a guarantee of three (3) paid days off. Two (2) days of sick pay time may be used in conjunction with bereavement pay. Evidence must be submitted to the City to verify this use.

ARTICLE XV

ARMED SERVICE RESERVE DUTY

15.01 Military Leave. Members who serve in the National Guard, U.S. Air Force Reserve, or the U.S. Army Reserve, U.S. Marine Corps Reserve, U.S. Coast Guard Reserve or U.S. Naval Reserve will be granted military leave of absence without loss of pay when ordered to temporary active duty, inactive duty training or when ordered to military training exercises conducted in the field for a period not to exceed twenty-two (22) eight (8) hour work days, or one hundred seventy six (176) tours during each federal fiscal year. "Federal fiscal year" means the beginning on the first day of October and ending on the thirtieth day of September. Such a leave of absence will not affect a person's right to vacation leave, sick leave, or seniority under the applicable collective bargaining agreement.

15.02 Any member who is entitled to military leave as provided in this Section and who is called to military duty for a period in excess of twenty (22) eight (8) hour work days or one hundred seventy six (176) hours in a federal fiscal year, for each fiscal year in which military duty is performed, because of an executive order signed by the President of the United States or an act of Congress is entitled to additional paid leave during the period designated in the order or act. The amount of payment during each month of this additional leave shall be the lesser of:

- (1) The difference between the member's gross monthly wage as a City employee and the sum of his/her gross military pay and allowances received that month; or,
- (2) Five hundred dollars (\$500).

15.03 However, no member shall receive payment if the sum of his/her gross military pay and allowances received in the month exceeds his/her gross monthly wage or salary as a City employee.

15.04 Re-employment of a member who leaves the employment of the City to serve in the armed forces of the United States of America or any branch thereof, shall be governed by the following principles:

- (1) An eligible member shall be re-employed in the position which the member would have been employed if the continuous employment of the member had not been interrupted by the period of military service, or an equivalent position, provided the member is qualified to perform such position.
- (2) Any member must request restoration of the position within ninety (90) days of receiving an honorable discharge from the armed services or the position shall be declared vacant. Nothing contained in this subsection shall obligate the City to pay a member who is on military leave of absence.
- (3) The term “armed forces of the United States” shall be deemed to include such services as designated by the Congress of the United States.
- (4) Nothing contained in this subsection shall obligate the City to re-employ a member whose accumulative absence for military service exceeds five (5) years.
- (5) This subsection shall be interpreted and applied in a manner consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. §43.01 *et seq.* and/or Section 5923.05 of the Ohio Revised Code, as applicable.

ARTICLE 16

INSURANCE

16.01 Effective January 1, 2020, through December 31, 2024. The Employer shall continue to provide employee health insurance which shall be selected by the Employer. The Employer shall have the right to change insurance carriers or coverage so long as the employees retain similar (no increase in employee contribution) coverage. Employees will be eligible for insurance coverage after ninety (90) days from date of hire.

16.02 In case an employee is absent from work due to layoff or leave of absence, the Employer will not be obligated to pay for insurance coverage beyond the end of the month in which such action begins.

16.03 In the case of an employee's absence from work due to illness or injury which is not the result of his work, the City will pay for his insurance for a period of ninety (90) days after sick time terminates. When such employee is returned to work, his insurance will commence the first of the month following his return to work.

16.04 Effective January 1, 2014, all employees under the City's plan are required to contribute ten percent (10%) towards the employee's total premium per month, per pay period. The per month payment would be applicable regardless of another alternative plan selected by the employee or whether the employee selects single or family coverage. Effective July 1, 2014, employees are required to contribute towards the total premium of the plan per month as follows:

	<u>2020</u>	<u>2021</u>	2022	<u>2023</u>	<u>2024</u>
Plan 1	16%	16%	16%	<u>16%</u>	<u>16%</u>
Plan 2	16%	16%	16%	<u>16%</u>	<u>16%</u>
Plan 3	12%	12%	12%	<u>12%</u>	<u>12%</u>

Effective January 1, 2019, seventeen percent (17%) for employees NOT in the Wellness Program – for each Plan.

Any new employee hired after January 1, 2015, shall pay sixteen percent (16%) towards the premium per month for any plan selected beginning January 1, 2019, unless NOT in wellness program.

16.05 In the event an Employee resigns or is terminated, the Employee will be required to make the Employer whole in the amounts owed by the Employee for premium contribution pursuant to the City's election procedure. This amount will be deducted from the Employee's final paycheck from the City.

16.06 The City agrees to provide the following insurance:

Major Dental Program
Prescription Drug Service Program
Vision Care Program
Flexible Spending Plan beginning in 1999

16.07 The City will provide Major Medical coverage for the employees in the following manner:

- A. Single Coverage: \$50.00 Deductible and \$50.00 co-insurance payments when using providers in-network. \$100.00 Deductible and \$150.00 co-insurance payments when using non-network providers.
- B. Family Coverage: \$100.00 Deductible and \$100.00 co-insurance payments when using providers in-network. \$200.00 Deductible and \$300.00 co-insurance payments when using non-network providers.

16.08 An employee may decline the use of the City's hospitalization, surgical and major medical plans if satisfactory proof is submitted and accepted by the City that the employee is covered by an adequate hospitalization plan. An employee's spouse (if applicable) must also agree to this provision. The City will pay the employee \$1,500 for requesting to be completely removed from the City's hospitalization plan, or pay the employee \$600 for changing from a family plan to a single plan. Payments for dropping or reducing the above coverage will be based on the number of months the coverage is not used and based on the date Administrative Services is notified of the opting out. In the event spouses are employed by the City, there shall be only one (1) family plan. Payment shall be made once annually by October 31st.

16.09 The City will provide \$1,000 Life Insurance for every \$1,000 in employee's base pay. The City will round the coverage to the next highest \$10,000 value. i.e., \$64,000 base hourly pay = \$70,000.

ARTICLE 17**LONGEVITY**

17.01 In addition to such annual salary, employees shall receive yearly longevity pay in accordance with the following schedule, and subject to the following terms and conditions:

17.02 Employees shall be eligible for Longevity Pay of the amount shown on said schedule on a calendar year basis. The Year 2015 will be the conversion year from anniversary date to calendar year. Only continuous years of service as an employee for the City shall be used in determining the eligibility for the Longevity pay. Payments are to be made one time annually by October 31st of each year.

YEARS OF CONTINUOUS

SERVICE COMPLETED	2020	2021	<u>2022</u>	<u>2023</u>	<u>2024</u>
<u>0-3</u>	N/A	N/A	<u>\$ 2,500.00</u>	N/A	N/A
4-5	\$ 300.00	\$ 300.00	<u>\$ 2,800.00</u>	<u>\$ 300.00</u>	<u>\$ 300.00</u>
6-7	\$ 500.00	\$ 500.00	<u>\$ 3,000.00</u>	<u>\$ 500.00</u>	<u>\$ 500.00</u>
8-9	\$ 700.00	\$ 700.00	<u>\$ 3,200.00</u>	<u>\$ 700.00</u>	<u>\$ 700.00</u>
10-11	\$1,000.00	\$1,000.00	<u>\$ 3,500.00</u>	<u>\$1,000.00</u>	<u>\$1,000.00</u>
12-13	\$1,200.00	\$1,200.00	<u>\$ 3,700.00</u>	<u>\$1,200.00</u>	<u>\$1,200.00</u>
14-15	\$1,400.00	\$1,400.00	<u>\$ 3,900.00</u>	<u>\$1,400.00</u>	<u>\$1,400.00</u>
16-17	\$1,600.00	\$1,600.00	<u>\$ 4,100.00</u>	<u>\$1,600.00</u>	<u>\$1,600.00</u>
18-19	\$1,800.00	\$1,800.00	<u>\$ 4,300.00</u>	<u>\$1,800.00</u>	<u>\$1,800.00</u>
20-21	\$2,100.00	\$2,100.00	<u>\$ 4,600.00</u>	<u>\$2,100.00</u>	<u>\$2,100.00</u>
22	\$2,300.00	\$2,300.00	<u>\$ 4,800.00</u>	<u>\$2,300.00</u>	<u>\$2,300.00</u>
23	\$2,500.00	\$2,500.00	<u>\$ 5,000.00</u>	<u>\$2,500.00</u>	<u>\$2,500.00</u>
24	\$2,700.00	\$2,700.00	<u>\$ 5,200.00</u>	<u>\$2,700.00</u>	<u>\$2,700.00</u>
25	\$2,900.00	\$2,900.00	<u>\$ 5,400.00</u>	<u>\$2,900.00</u>	<u>\$2,900.00</u>
26	\$3,000.00	\$3,000.00	<u>\$ 5,500.00</u>	<u>\$3,000.00</u>	<u>\$3,000.00</u>
27	\$3,100.00	\$3,100.00	<u>\$ 5,600.00</u>	<u>\$3,100.00</u>	<u>\$3,100.00</u>
28	\$3,200.00	\$3,200.00	<u>\$ 5,700.00</u>	<u>\$3,200.00</u>	<u>\$3,200.00</u>
29	\$3,300.00	\$3,300.00	<u>\$ 5,800.00</u>	<u>\$3,300.00</u>	<u>\$3,300.00</u>
30	\$3,400.00	\$3,400.00	<u>\$ 5,900.00</u>	<u>\$3,400.00</u>	<u>\$3,400.00</u>

(\$2,500.00 added to longevity for the 2022 year only and then revert back to previous schedule.)

ARTICLE 18**WAGES**

18.01 The following pay rates shall apply to Patrolmen:

(The following hourly rates reflect an increase of 2.50% for the year 2023,
and 2.75% for the year 2024)

<u>Year</u>	<u>Start</u>	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>4 year</u>
2020	\$25.15	\$27.90	\$30.18	\$33.04	\$36.08
2021	\$25.78	\$28.59	\$30.93	\$33.87	\$36.98
2022	\$26.43	\$29.31	\$31.71	\$34.72	\$37.90
<u>2023</u>	<u>\$27.09</u>	<u>\$30.04</u>	<u>\$32.50</u>	<u>\$35.59</u>	<u>\$38.85</u>
<u>2024</u>	<u>\$27.83</u>	<u>\$30.87</u>	<u>\$33.39</u>	<u>\$36.56</u>	<u>\$39.92</u>

18.02 The City agrees to pay Patrol Officers a one (1) time pay adjustment of three percent (3%) in the year 2004 only.

18.03 Any shift in which a Sergeant is not working, the Police Chief shall designate the shift commander. The employee designated shall assume the duties of Sergeant, and shall receive the pay rate of senior sergeant for all hours worked as Officer-in-Charge.

18.04 Employees will be eligible for merit raises after completion of required time in grade and recommendation from their superior officer. No employee shall be permitted to take an advancement test unless he or she has obtained the final merit step in rate.

18.05 In addition, all employees hired after January 1, 1976, or entering into a new classification within the Police Department, shall be subject to a merit review before receiving any increase in pay. [A 3.0 average (A=4, B=3, C=2, D=1, U=0) will be necessary on the evaluation form before any merit increase will be awarded.] A merit review will be held prior to the employee's scheduled date for merit raise increase.

18.06 The City will pay each Patrol Officer the following additional rate per hour in addition to compensation to which they are entitled to under this Agreement:

Afternoon Shift
4:00 p.m. to Midnight

\$ 0.85

Night Shift
Midnight to 8:00 a.m.

\$ 1.70

18.07 Any Patrol Officer working during any part or portion of either the afternoon or the night shift as set forth within this Article, shall be entitled to shift differential for and based upon the actual number of hours worked during either the afternoon shift or the evening shift.

18.08 Conversely, any employee working from the evening shifts into the morning shift shall not be entitled to shift differential for hours worked in the morning shift (8:00 a.m. to 4:00 p.m.).

18.09 Whenever possible, a sergeant or other ranking officer shall be scheduled for shift supervision. If a sergeant or ranking officer is not available due to vacations, personal days, compensatory days, schools or special details, etc., then a Patrol Officer OIC will be assigned from those who have volunteered to be an OIC and have completed the OIC training program approved by the Chief of Police or his designee.

18.11 When a ranking Police Officer, sergeant or voluntary Patrol Officer OIC is not available, the Chief of Police or his designee, may appoint a non-voluntary Patrol Officer as a shift supervisor.

18.12 A field training officer (FTO) will receive pay at the Senior Sergeant's rate of pay for hours worked as a Field Training Officer.

ARTICLE 19

POLICE & FIRE DISABILITY AND PENSION FUND

19.01 The City will maintain the Police and Firemen's Disability and Pension System.

19.02 The City will pay the Employee's retirement contribution up to a maximum amount of 12.25%.

19.03 An optional ICMA or PERS deferred compensation retirement plan will be provided.

ARTICLE 20

LAY-OFF AND RECALL

20.01 Layoffs, reduction in force and recalls shall be pursuant to the established seniority list within each classification of least seniority laid off first.

ARTICLE 21 This Article is meant to be left blank.

ARTICLE 22

LINE OF DUTY INJURY LEAVE

22.01 A full-time Employee's absence from work is necessitated because of an illness or injury that occurred while on the job with the City and said illness or injury is compensable under the Ohio Worker's Compensation Law, and the injured Employee is temporarily and totally disabled for a period exceeding seven (7) calendar days, injury leave may be granted at the discretion of the City Manager/Safety Director, or his/her designee, for a period of time not to exceed ninety (90) calendar days.

22.02 Such leave may be granted by the City Manager/Safety Director, or his/her designee, based upon the recommendation of the employee's Department/Division Head and upon submittal by the Employee of a statement from a licensed physician justifying that the employee is unable to return to full work status due to the injury/illness.

22.03 If at the end of this ninety (90) calendar 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 or portion thereof.

22.04 Such leave shall not be charged against the Employee's sick leave balance unless it is determined that the illness or injury is a non-work related illness or injury and is not compensable under Ohio Worker's Compensation Law. Should payments be made by the Employer to an Employee for an injury that is subsequently found to be a non-compensable injury, such payments made by the Employer shall be deducted from the Employee's accumulated leave credits (e.g., sick leave, vacation, etc.) or payroll deduction.

22.05 In order to be eligible for injury leave, the Employee must report the illness/injury to his/her supervisor within twenty-four (24) hours of the incident giving rise to the illness/injury.

22.06 Time off during paid injury leave shall count towards service credit and vacation accruals. There shall be no accrual of sick leave credit while being paid injury leave.

22.07 The Employer shall have the right to require the Employee to have a physical exam by a physician appointed and paid for by the Employer.

22.08 When receiving injury leave pay, the Employee shall sign off and refund the City any loss of time compensation received under Ohio Worker's Compensation for such time an Employee is paid injury leave.

22.09 Any Employee who receives a paid leave under this Article shall not be entitled nor will apply for either temporary total disability or permanent and total disability benefits under Ohio Worker's Compensation Laws. This provision does not prohibit an employee from receiving other available worker's compensation benefits. If an employee received either temporary total disability or permanent and total disability while receiving injury wage continuation benefits under this section, the employee agrees to reimburse the City for all sums in excess of what the employee received under this section.

22.10 An Employee on injury leave or receiving temporary total compensation through Worker's Compensation or similar self-funded program as a result of an on duty injury, may be required to return to work in a transitional work assignment as determined by the Employer. Such assignments will be for cases that are temporary in nature and will take into consideration any limitations placed on the Employee by the attending physician.

22.11 The injury leave pay set forth in this Article is cumulative for the duration of this Agreement in regard to the injury, i.e., successive "injuries" to the same body part(s) shall not constitute separate injuries and all related Worker's Compensation and related claims to the same or similar body parts shall be construed as one (1) injury and eligible for total leave time under this Article.

ARTICLE 23

WELLNESS

23.01 The Union and the Administration desire to promote health and fitness for its employees.

23.02 A Wellness Program has been designed with certain criteria. It is the

responsibility of each employee who wishes to participate in the program to comply with all criteria required in order to receive the wellness payment. There will no longer be a nicotine mandate or fitness test associated with Wellness. A report will be received from a Third Party Administrator as to who has complied with the required criteria.

<u>2020</u>	<u>2021</u>	2022	<u>2023</u>	<u>2024</u>
\$800	\$800	\$800	<u>\$800</u>	<u>\$800</u>

Five (5) out of the five (5) following criteria will be required beginning in 2020 for successful completion of the Wellness Program. Health Risk Assessment, Tobacco Certification, Physical, Biometric Screening and Lunch and Learn. The Union and Health Care Committee will have input into the required criteria for future contracts. If no mutual agreement is reached for 2019, the above listed five (5) criteria will remain.

23.03 Participation or lack of participation in the program will not be held in a punitive nature against any employee.

ARTICLE 24 **PERFORMANCE EVALUATIONS**

24.01 As defined by the Chief of Police.

ARTICLE 25 **USE OF CITY VEHICLES**

25.01 All employees are subject to the Employer’s Use of City Vehicles Policy and all amendments or revisions.

ARTICLE 26 This Article is meant to be left blank.

ARTICLE 27 **TOTAL AGREEMENT**

27.01 This Agreement represents the entire agreement between the Employer and the FOP and unless specifically 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.

ARTICLE 28**OBLIGATION TO NEGOTIATE**

28.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or 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.

28.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargained/negotiated and signed this Agreement. In the event an extension is approved by both parties of the existing contract, such extension shall set forth items to be negotiated.

ARTICLE 29**GENDER AND PLURAL**

29.01 Any masculine term, as used herein, shall include the feminine and vice-versa.

ARTICLE 30**LABOR-MANAGEMENT COMMITTEE**

30.1 In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter and on an agreeable day and time, the City Manager and/or Police chief shall meet with not more than three (3) representatives of the bargaining unit to discuss issues of mutual Labor/Management interest.

30.2 The party requesting such meeting shall furnish the agenda to the other party at least five (5) calendar days in advance of the scheduled meetings. The agenda, if provided by the FOP, shall include the names of the bargaining unit representatives who will be attending. The purpose of such meeting shall be to:

- A) Discuss the Administration of this Agreement;
- B) Notify the FOP of departmental policy and procedure changes made by the Chief of Police which affect the bargaining unit, including modifications to existing departmental rules and regulations;
- C) Discuss grievances that have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D) Disseminate general information of interest to the parties;
- E) Discuss ways to increase productivity and improvement of efficiency; and
- F) To consider and discuss health and safety matters relating to Employees working conditions

30.3 It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

ARTICLE 31 SEPARABILITY AND SAVINGS CLAUSE

31.01 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if in compliance with or enforcement of any article or section, should be restrained by such tribunal pending a final determination as to its validity.

31.02 The remainder of this Agreement, or the application of such article or section to persons or circumstances other than those as to which it has been invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

31.03 In the event any article or section is held invalid or enforcement of, or compliance with, which has been restricted as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the bargaining agent for the Police Division, for the purpose of arriving at a mutually

satisfactory replacement. Either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this contract to the contrary.

ARTICLE 32

DURATION

32.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2023, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2024.

ARTICLE 33

DISCIPLINE

33.01 No employee shall be reduced in pay or position, suspended, fined, discharged or removed except for just cause.

33.02 Prior to any disciplinary suspension, demotion, or discharge taken against a regular employee the Employer shall serve a Notice of Discipline upon the employee which sets forth the acts for which discipline is being imposed and the proposed penalty. A copy of the Notice of Discipline form is attached to this Collective Bargaining Agreement. The Notice of Discipline served on the employee shall be accompanied by a written statement that:

1. The employee has a right to object by filing a grievance within five (5) calendar days of the Notice of Discipline and that such grievance shall be heard by the City Manager/Safety Director or his/her designee in accordance with Step 2 of the Grievance Procedure;
2. The Union may file an appeal of the City Manager/Safety Director's decision under the Grievance Procedure to arbitration that provides for a hearing by an independent arbitrator as its final step.

33.03 A suspension without pay, discharge, demotion or fine may be imposed concurrent with the decision of the City Manager/Safety Director or designee as set forth herein. The appeal before the City Manager/Safety Director or designee shall constitute the employee's pre-deprivation hearing.

ARTICLE 34

GRIEVANCE PROCEDURE

34.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances.

34.02 A grievance is a dispute or a difference between the Employer and the F.O.P., or between the Employer and the employee concerning the interpretation and/or application of and/or compliance with any specific provision of the Collective Bargaining Agreement. When any such grievance arises, the following procedure will be observed:

Step 1 An employee who has a grievance must submit it in writing to the Chief within seven (7) calendar days after the occurrence of the events upon which his/her grievance is based. The grievance shall include the name and position of the grievant, the identity of the provisions of this Collective Bargaining Agreement involved in the grievance occurred, the time and place where the alleged events or conditions giving rise to the grievance, 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. The grievance shall be signed and dated by the grievant and/or the F.O.P. representative. The Chief shall give his/her answer in writing within seven (7) calendar days after receiving the grievance to the grievant or the F.O.P. representative.

Step 2 If the grievance is not satisfactorily settled with the written decision at the conclusion of Step One, a written appeal of the decision may be filed with the City Manager/Safety Director within seven (7) calendar days from the date of the rendering of the decision at Step One. Copies of the written decisions shall be submitted with the appeal. The City Manager/Safety Director or his/her designee shall meet with the grievant and/or a representative of the F.O.P. within seven (7) calendar days after receipt of the appeal. The City Manager/Safety Director or his/her designee shall issue a written decision to the employee and F.O.P representative within seven (7) calendar days from the date of the meeting.

Step 3 In the event a grievance is unresolved after Step Two, then within ten (10) calendar days after the rendering of the decision at Step Two (City Manager/Safety Director level), the grievant may submit the grievance to arbitration. However, if the parties are unable to agree upon an arbitrator, when within five (5) calendar days the party wishing to proceed to arbitration shall request a list of arbitrators from the American

Arbitration Association. The arbitrator shall be selected from the list using the alternate strike method. The parties shall submit the matter to the American Arbitration Association for administration.

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

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

The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the parties losing the grievance. In the event the arbitrator renders a split decision by neither denying nor sustaining the grievance in full, the costs of the arbitration shall be split equally between the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by the Employer. 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 adversely affect the normal operations of the department. This shall not be considered a "call in" and an employee shall only be paid for the time at the Hearing.

The parties shall attempt to schedule the arbitration hearing during the grievant's normal working hours. If the arbitration cannot be scheduled during working hours, the grievant shall be permitted to use compensatory time, vacation leave, or personal hours for all hours to attend the hearing.

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.

34.03 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer and the F.O.P., be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance

under this Collective Bargaining Agreement. Any grievance not timely processed by the Employer at any of the preceding steps may be immediately referred by the F.O.P. to the next level.

34.04 Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays, or City Hall Holidays.

34.05 An employee may present grievances and have them adjusted, without the intervention of a representative of the F.O.P., as long as the adjustment, if any, is not inconsistent with the terms of this Collective Bargaining Agreement.

34.06 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his/her rights as provided by the grievance and arbitration procedures herein contained.

ARTICLE 35 **PURCHASE OF SERVICE WEAPON AT RETIREMENT**

35.01 When a Patrol Officer is pensionable and chooses to retire, the retiree may purchase his duty issued firearm and badge for the cost of one dollar (\$1.00). In the event the firearm is two (2) years or less from its issue, the Chief may, at his/her sole discretion, make an alternate firearm available for purchase.

35.02 Upon notification from a retiree of his/her request to purchase their firearm, a CCH check and CPO check shall be conducted.

35.03 The Chief of Police at his/her sole discretion may refuse to allow the sale of a service weapon to a retiree. This decision is final and may not be grieved.

ARTICLE 36 **FAMILY MEDICAL LEAVE**

36.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 (FMLA), and as set forth herein below.

36.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of

leave during the twelve (12) month period commencing with the first use of the leave. Any paid or unpaid leave shall be included in the computation of FMLA leave herein.

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

36.03 The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

36.04 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

36.05 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

36.06 Eligible employees will be required to re-certify their request for FMLA leave every thirty (30) days.

36.07 Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

ARTICLE 37

LEAVE OF ABSENCE

37.01 The nature of police operations is such that attendance on the job is critical. Employees who do not maintain good attendance records can be subject to disciplinary action as per the Department Rules and Regulations. In unusual circumstances, however, employees are required to be away from their work for extended periods of time. If such a situation occurs, the City may make available the following Leave of Absence policies for employees who have been employed for more than six (6) continuous months:

1. MILITARY LEAVE: Employees drafted into the Armed Forces of the U.S. government, or otherwise conscripted by the Government, shall be granted a Leave of Absence for their duration with the Government. Upon termination of service with the Government, the employee shall be returned to work at his regular job with all his rights and privileges enjoyed including seniority accrued to the date of termination, provided he is able to do such work physically, and that he applied for reinstatement within ninety (90) day time limit specified in the Universal Military Training and Service Act.

2. LEAVE OF ABSENCE: Upon any written application, any employee who has been actively and continuously employed by the City for two (2) years may be granted a Leave of Absence without pay, for a period not to exceed sixty (60) days. Except in emergency situations, the employee must make application for such leave, at least two (2) weeks prior to the date leave is to commence. The City, in its discretion, can extend a Leave of Absence for a period not to exceed an additional sixty (60) days. Leave of Absence will be granted only where the requirements permit, except for actual emergencies. Employees securing Leave of Absence under false pretenses shall be discharged immediately. Employees granted a Leave of Absence shall notify their superior two (2) days in advance if they desire to return to work before the expiration of Leave. A Leave of Absence not in excess of thirty (30) days shall be included as active and continuous employment for vacation purposes.

3. EMPLOYMENT WHILE ON LEAVE OF ABSENCE: Any employee who is on Leave of Absence and engages employment without the written consent of the City during the time he is on such Leave of Absence, shall lose his seniority and/or be subject to discharge.

ARTICLE 38

COURT TIME

38.01 Off duty Patrol Officers subpoenaed or notified of a need to appear in court (court time shall be defined and applies only to court appearances as a result of subpoenas or schedules generated by court officials or personnel) as a witness for Police related testimony shall be paid full-time pay* for the time he is required to appear. When such appearance is requested, he shall receive a minimum of four (4) hours pay on a scheduled workday or on a scheduled day off. Payment shall be made under the guidelines of the Fair Labor Standards Act with regard to overtime pay. He need not be required to work these hours. Additional court cases on the same workday or scheduled day off will be paid as follows:

1. Same four (4) hour time frame will be considered already paid.

2. Cases that go beyond the four (4) hours will be paid under the normal Division overtime guidelines.

If a Patrol Officer is not notified within twenty-four (24) hours prior to their scheduled court appearance that their appearance is not required, the Patrol Officer shall receive a minimum of two (2) hours pay at the overtime rate.

***Full Time Pay:** Full time pay is a Patrol Officer's regular rate of pay. No overtime premium will be paid for any court time hours worked or paid unless hours worked in a regular work week exceed forty (40) hours.

ARTICLE 39

RECREATION CENTER MEMBERSHIP

39.01 A single membership to the Brunswick Community Recreation and Fitness will be offered to Patrol Officers. Employees deciding to accept the membership will be required to sign up for the benefit. This membership is not mandatory nor is it automatic. If a single membership is accepted, the value of this membership will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

39.02 If an employee chooses to enroll in a family membership, the single membership amount will be deducted from the total family amount. The employee would be required to pay the difference between the single and family membership. The single membership amount will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

ARTICLE 40

ANNUAL PERSONAL DAYS

40.01 Patrol Officers will be entitled to ten (10) annual personal days off. The use of these personal days will not count against sick time. These days were formerly referred to as stress days.

40.02 Scheduling for these days off will be at the discretion of the Chief of Police or his designee.

ARTICLE 41**UNIFORM AND EQUIPMENT ALLOWANCE**

41.01 The City agrees to pay each calendar year to each Police Officer who has been on active duty for the past year, a uniform and equipment replacement allowance as follows:

2020	2021	2022	<u>2023</u>	<u>2024</u>
\$1,100	\$1,100	\$1,100	<u>\$1,100</u>	<u>\$1,100</u>

In order to utilize this benefit, the officer must use a City of Brunswick purchase order. A maximum of One Hundred Dollars (\$100.00) may be carried over into the next calendar year for the purchase of body armor. Any carried forward monies must be used by November 1st of the following year. Any dollars to be carried forward into the next year must be declared in writing to the Chief, or his designee, by November 30. If no notice is given by November 30, or monies that were carried forward were not used by November 1st, they will automatically be forfeited by the employee and so designated by the Finance Department.

41.02 The City will purchase Body Armor for each Patrol Officer every five (5) years or when rendered ineffective in the line of duty as follows:

2020	2021	2022	<u>2023</u>	<u>2024</u>
\$1,500	\$1,500	\$1,500	<u>\$1,500</u>	<u>\$1,500</u>

41.03 At the discretion of the Range Officer, officers will pay for grips and general upkeep of their weapons out of their uniform and equipment allowance.

41.04 The City will pay for weapon repair due to accidental damage or normal wear and tear.

41.05 The City will allow a three (3) man committee to review the present limitations imposed upon uniform and equipment purchases, but the final selection of articles allowed to be purchased is a management prerogative and will not be relinquished.

41.06 The City will provide Patrol Officers fifty-two (52) rounds of fresh ammunition annually, and O.C. spray after two (2) uses, or four (4) years, or

manufacturer's expiration date. Old ammunition will be returned to Range Officer and exchanged for fresh ammunition annually.

41.07 Each newly hired/probationary Patrol Officer hired by the City shall, on the first day of January of each year, be entitled to a pro-rata portion of the uniform and equipment allowance based upon the number of months served in the capacity of probationary Patrol Officer prior to January 1st. (e.g., a probationary Patrol Officer hired September 1st of any year would, on January 1st of the next year, be entitled to four (4) months (one-third) of the full uniform and equipment allowance provided for in this agreement.

ARTICLE 42

PART-TIME RESPONSIBILITIES

42.01 The paid part-time Patrol Officers primary function would be to work the following details:

1. Mayor's Court
2. Parades
3. Brunswick Summer Celebration
4. Traffic Control at Weigh Station
5. Jailers
6. Diversion
7. Prisoner Transport

42.02 The paid part-time unit could also supplement the full-time unit on general patrol. Part-time Patrol Officers would aid and assist full-time Patrol Officers during peak activity periods.

42.03 Since it is not the intent to detract from full-time Patrol Officer's potential for overtime, part-time officers would not be scheduled to "cover" for sick days, vacations, personal days, and any other shift coverage, until all full-time Patrol Officers (by seniority) are afforded the opportunity to fill manpower needs.

42.04 In the event of a need for a layoff, part-time employees shall be laid off prior to full-time employees.

ARTICLE 43

POLYGRAPH

43.01 If an officer is required to take a polygraph test due to charges brought from an outside source, that individual making the charge will first be required to take a polygraph. If the individual making the charge is found to be lying, the City will attempt to prosecute.

43.02 If the charge is from an internal investigation, the Patrol Officer may be required to submit to a polygraph.

43.03 If the polygraph indicates the Patrol Officer is not truthful, a second polygraph will be given to our Patrol Officer.

ARTICLE 44

EMPLOYEE RIGHTS

44.01 A Police Officer has the right to have a Shift Sergeant present at the time he is being suspended or discharged from his employment.

44.02 Disciplinary actions that are more than five (5) years old, shall, upon the request of the employee, be removed from his/her personnel file and be expunged.

44.03 In cases where suspensions are not immediate, the City will make a suspension effective ten (10) days after it is presented to the employee and the Civil Service Commission. In this case, the suspension will not be served until after a ten (10) day period; or after an employee has filed an appeal and a decision is rendered by an arbitrator.

44.04 An employee who is suspended from work without pay may request to take the suspension discipline in the form of additional working days without pay. The additional working days, without pay, shall be at the sole discretion of the Chief. If the employee agrees to accept the working days without pay, he shall waive all of his rights to a Civil Service Hearing.

44.05 The City will provide an employee bulletin board.

44.06 The City will post a current seniority list.

44.07 Employees shall have the right to appeal a written reprimand to the City Manager/Safety Director.

44.08 Disciplinary action taken by the employer shall be only for just cause.

44.09 Non-probationary employee, who is disciplined, shall be given written notice regarding the reason for the disciplinary action.

ARTICLE 45 **EXTRA WORK DETAIL**

45.01 All extra work will be assigned to full time Police Officers first.

ARTICLE 46 **RETENTION OF PREVIOUS BENEFITS**

46.01 The City is willing to continue to provide the following benefits as long as they are available:

1. Indemnification of Employees
2. False Arrest Insurance
3. Employee Bond
4. Jury Duty Pay
5. Employees engaged in City business outside the Municipality shall be reimbursed for the actual cost of meals and lodging or any other items covered by ordinance.

ARTICLE 47 **PROFESSIONAL PAY**

47.01 In order to encourage continuing professional training and proficiency, all employees who undertake training and are granted accreditation or certification in the following six fields:

Hold an OPOTA Certification
Firearm Proficiency
LEADS Certification
CPR Certification
AED Certification
Narcan or Similar Drug Administration

An annual professional wage supplement shall be paid as follows:

2020	2021	2022	<u>2023</u>	<u>2024</u>
\$3,000	\$3,100	\$3,200	<u>\$3,200</u>	<u>\$3,200</u>

The above amounts shall be paid provided, however, that such employees shall maintain such accreditation or certification in each field respectively under professional guidelines and requirements established by the State of Ohio or the Chief of Police for the City of Brunswick. Payment to be in the form of a check by October 31st.

ARTICLE 48 **TRAVEL TIME**

48.01 Any Employee who is required to attend outside training, the travel time to and from class may be included in hours worked. Inclusion of travel time as hours worked shall be at the discretion of the Police Chief and relative to Division goals.

ARTICLE 49 **WAIVER IN CASE OF EMERGENCY**

49.01 In cases of emergency publicly declared by the President of the United States, the Governor of the State of Ohio, the City Manager, the Federal or State Legislature, such as acts of God, natural disasters, or acts of terrorism, the following conditions of this Agreement shall automatically be suspended.

A. Time limits for Management or Union's replies on grievances.

49.02 Upon termination of the emergency, should valid grievances exist, they shall be processed, in accordance within the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which the grievance had properly progressed.

ARTICLE 50

EXECUTION

50.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 20__.

FOR THE UNION:

FOR THE EMPLOYER:

Patrol Officer Jeremy Puhac

Carl S. DeForest
City Manager/Safety Director

Patrol Officer Chris Scafidi

Patrol Officer Jim Keaveney

Patrol Officer Ted Kiernozeck

Robert M. Phillips, Esq.

DIRECTOR OF FINANCE CERTIFICATE

I, Todd Fischer, Finance Director, hereby certify that sufficient funds are in the City Treasury, or in the process of collection, to the credit of the proper fund, free of any outstanding encumbrances or obligations. This Certificate is approved based on current information.

Todd R. Fischer
Finance Director

NOTICE OF DISCIPLINARY ACTION

TO: _____

FROM: _____

DATE: _____

SUBJECT: **Proposed Disciplinary Action**

You are hereby notified that the Chief of Police (Employer) proposed to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read your Collective Bargaining Agreement regarding those rights.

Chief of Police

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

This form must be returned within five (5) days to the Chief of Police if you want to appeal the proposed disciplinary action.

_____ I AGREE with and ACCEPT the proposed discipline.

_____ I wish to APPEAL the proposed discipline for the following reasons:

(If more space is needed, attached extra sheets of paper)

Signature: _____

Date: _____

Approved: _____

Date: _____

Chief of Police

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the Collective Bargaining Agreement you have rights as listed below. Please read these rights thoroughly before you agree or disagree with any proposed disciplinary action.

If, after reading your rights and discussing the matter with your Union Representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Chief of Police.

If you disagree with the discipline, you should state your reasons in writing in the space provided and return the form to the Chief of Police within five (5) calendar days of receipt of the Notice of Discipline.

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) calendar days of receipt of the proposed discipline with the City Manager/Safety Director.
3. If you file your objection, the City Manager/Safety Director will schedule a formal meeting within seven (7) calendar days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The City Manager/Safety Director will report his/her decision within seven (7) calendar days following the close of the hearing.
5. You will have ten (10) calendar days after receipt of the City Manager/Safety Director's decision in which to appeal the decision pursuant to the final step of the Grievance Procedure.

PROPOSED LEGISLATION



DATE: 10/25/2021

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Jim Foster

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 100-2021** - An ordinance accepting an extension of the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Communication Specialists) for a period of two (2) years effective January 1, 2023 through December 31, 2024. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

BACKGROUND: The current Collective bargaining Agreement with the Fraternal Order of Police Lodge #15 (Communication Specialists) expires on December 31, 2022; and the City of Brunswick and the Fraternal Order of Police Lodge #15 (Communication Specialists) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement Extension effective January 1, 2023 through December 31, 2024

PURPOSE AND EXPLANATION: To provide wages and benefits for union employees

IMPLEMENTATION SCHEDULE: Ordinance shall take effect and be in force from and after the earliest period allowed by law

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The 2023 and 2024 budgets will be compiled at a later date. The budget must follow the requirements of budgetary laws contained in the City Charter and ORC Section 5705. Costs associated with the Collective Bargaining Agreement are required to be appropriated by City Council in order to be paid.

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No

Suspension of Rules No

If emergency or suspension of the rules, why the request?
Legislation to be read three (3) times.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 100-2021

BY: Committee-of-the-Whole

AN ORDINANCE ACCEPTING AN EXTENSION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE LODGE #15 (COMMUNICATION SPECIALISTS) FOR A PERIOD OF TWO (2) YEARS EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2024.

WHEREAS: The current Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Communication Specialists) will expire on December 31, 2022; and

WHEREAS: The City of Brunswick and the Fraternal Order of Police Lodge #15 (Communication Specialists) have bargained collectively and agreed to the terms and conditions of an extension of the Collective Bargaining Agreement effective January 1, 2023 through December 31, 2024.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the Council of the City of Brunswick hereby accepts the extension of the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Communication Specialists) for a period of two (2) years effective January 1, 2023 through December 31, 2024, as attached hereto as Exhibit "A".

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

AN AGREEMENT

between

THE CITY OF BRUNSWICK, OHIO

and

FRATERNAL ORDER OF POLICE, LODGE #15

C O M M U N I C A T I O N S P E C I A L I S T S

EFFECTIVE: January 1, 2020

EXPIRES: December 31, 2022

EXTENSION: January 1, 2023 to December 31, 2024

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Brunswick, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Lodge #15 (representing Communication Specialists), hereinafter referred to as the "Union" on behalf of the members of the collective bargaining unit hereinafter referred to as employee(s).

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Brunswick; 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

MANAGEMENT RIGHTS

3.01 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, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to and for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 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) 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; 14) terminate or eliminate all or any part of its work or facilities; 15) evaluate employees; 16) 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 and shall not be subject to the grievance procedure herein contained. 17) All members of the bargaining unit will be subject to a physical examination at the discretion of the City. Such physical examination will be made by a physician, or physicians, designated and paid by the City.

3.02 All members of the Bargaining Unit will be subject to a physical examination at the discretion of the City. Such physical examinations will be made by a physician or physicians designated and paid by the City.

3.03 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 workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE IV

RECOGNITION

4.01 The Employer hereby recognizes the Fraternal Order of Police, Lodge #15 (Union) as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed and occupying the position of full-time Communication Specialists, excluding all part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE V

NON-DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate for or against any employee(s) or applicant for employment on the basis of race, color, religion, creed, national origin, age, sex, or disability.

5.02 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.

5.03 The use of male or female pronouns in this Agreement is not intended to describe any specific employee but is intended to refer to all employees regardless of sex.

ARTICLE VI

PAYROLL DUES & DEDUCTIONS

6.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the FOP and regular monthly FOP dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions including fair share fees. No new authorization forms will be required from any employees in the City of Brunswick for whom the City is currently deducting dues.

6.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the FOP from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the City the amounts due and owing from the employees involved. Initiation fee to be deducted in two (2) payments.

6.03 The Employer shall deduct dues, initiation fees for assessments from one (1) payday in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

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

6.05 The FOP 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 FOP shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE VII

NO-STRIKE

7.01 The Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

7.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

7.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union holding the Employer harmless from any and all costs arising from the violation of this article.

7.04 All work stoppages may result in the loss of two (2) day's pay for each day's loss of work.

7.05 The Employer shall not lock out any employee for the duration of this Agreement.

ARTICLE VIII

PROBATIONARY PERIOD and SENORITY

8.01 All newly hired employees will be required to serve a probationary period of one (1) year from the conclusion/completion of training. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealed through any grievance or appeal procedure contained herein, to the State Personnel Board of Review or to any Civil Service Commission.

8.02 All new employees, starting their employment on the same day shall be assigned seniority according to their Civil Service grade received, i.e., highest grade receives highest seniority; second highest grade, second highest seniority, etc. In all other cases, seniority shall be assigned according to the date the individual first reports to work as a full-time employee.

8.03 If such employee is retained beyond the probationary period, he/she shall immediately thereafter be classified as a regular employee.

8.04 Seniority shall be an employee's uninterrupted length of continuous service with the City commencing with the employee's date of hire. (As detailed in Section 9.15.) An employee shall have no seniority for the initial probationary period. Upon the completion of their probationary period, they shall receive seniority time retroactive to the date they first report to work as a full-time employee.

8.05 Seniority shall be terminated when an employee:

- a. Quits or 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 two and a half (2-1/2) years, whichever is less;
- d. Fails to report to work within seven (7) calendar 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.

ARTICLE IX

WORK WEEK AND HOUR REGULATIONS

9.01 Hours worked shall be governed by the Fair Labor Standards Act.

9.02 The regular work week period for employees covered by this Agreement, shall be forty (40) hours per week. Attendance at Division of Police meetings will be considered as hours worked.

9.03 No employee shall be justified or warranted, without valid reason, to refuse to work overtime in any week or on any day (when there is an emergency) with the understanding that the employee will be entitled to overtime pay. All overtime shall be offered to bargaining unit members first, on the basis of seniority. Most senior first called, least senior, last called. (As detailed in Section 9.15.) If every attempt is made to contact members of the bargaining unit by order of seniority and no one is available, then the overtime shall be filled by members of the bargaining unit currently on duty, and those coming in for the following shift by inverse seniority.

9.04 An employee called back to work before or after his/her regular shift will be paid a minimum of four (4) hours for each such call back. It is recognized that this provision does not apply to an employee who works overtime immediately before or immediately after his/her regular shift.

9.05 Bidding will normally be done quarterly. The work schedule will be posted as far in advance as possible with a minimum of four (4) weeks before the effective schedule date. It is recognized that absences or unexpected coverage requirements may require changes in individual shifts.

9.06 Employees will receive a half-hour lunch period away from their desks if another Communication Specialist is available. Communications Specialists furthermore agree that they shall remain available to handle emergency calls if necessary during that time.

9.07 All hours worked beyond forty (40) Sunday through Saturday, shall be paid at 1-1/2 times an employee's regular rate of pay. Stress, vacation, holiday, and comp time days will be considered as hours worked for overtime purposes.

9.08 Personnel scheduling will be based on employment seniority as established by date of full-time hire. The City shall provide the Union with an updated seniority list

as established by date of full-time hire thirty (30) calendar days after the signing of the contract and yearly thereafter. Communication Specialists may bid on shifts made available to them by the Chief of Police or his/her designee providing that they have received on average a three (3) on their quarterly performance evaluations. The Police Chief and his/her designee have the sole discretion to change Communications Specialists shifts for disciplinary reasons.

9.09 Employees may change days off, duty days, scheduled rotation or switch duty days with another employee, with the approval of the Police Chief or his/her designee.

9.10 Employees may elect to take off compensatory time in lieu of premium pay for overtime worked at the sole discretion of the Police Chief or his/her designee. Such compensatory time shall be earned at a rate commensurate to the applicable hourly overtime rate.

9.11 Maximum accrual of compensatory leave shall not exceed one hundred eighty (180) hours at any one time.

9.12 For each employee, the City will pay out eligible comp hours earned as of the last work day of the first payroll period ending in November. Finance will provide employees with their available balance in November. Employees must have their comp carryover selection to Payroll, in writing, no later than fourteen (14) days after notification of balance by Finance. If written carryover selection is not received by Payroll by the previously mentioned deadline, any balance up to the maximum amount of sixty-four (64) hours will be automatically carried forward. Any hours over the carryover amount will be paid accordingly. Payment will occur as early as practically possible, but no later than December 20th. Accumulation of compensatory time will begin on the first day after the first payroll period ending in November and continue for 365 days. Hours paid shall be at the employee's current rate of pay as of the last work day of the last payroll period ending in November.

9.13 When an employee has accrued the maximum compensatory time off of one hundred eighty (180) hours, all overtime worked shall be paid at the applicable rate.

9.14 Compensatory time may be taken in less than eight (8) hour blocks in accordance with FLSA standards. Compensatory time may only be taken when part-time Communication Specialists are available or full-time in a straight time pay status.

9.15 Call In and Shift Coverage

9.15(a) The City shall provide the Union with an updated seniority list as established by date of full time hire thirty (30) calendar days after the signing of the contract and yearly thereafter. When a call in for shift coverage is required, the seniority list of full-time Communication Specialists in the bargaining unit shall be called. A pattern or repeated failure of a Communication Specialist of ignoring calls or other communications from Management in an attempt to avoid being forced in to work or work overtime may subject the employee to disciplinary action.

9.15(b) For shift coverage within twenty-four (24) hours of a scheduled shift, the senior Communication Specialist on the preceding and/or succeeding shift shall be the first to be asked for overtime, starting with the preceding shift. The seniority list shall be utilized for all full time Communication Specialist contacts regardless if employees are scheduled for vacation, stress, or personal day or in specialized unit.

9.15(c) Part-time employees may be used for shift coverage if all other Communication Specialists are unavailable, or choose not to work the overtime, as long as the part-time employee does not exceed "hours worked" restrictions outlined in the City policy.

9.15(d) If all attempts have been made to fill the shift with no success, Management will be contacted and advised and will call and force the oncoming shift to report to work with the least senior person being called first.

9.15(e) For shift coverage prior to twenty-four (24) hours of scheduled shift, the Communication Specialist requesting the time off will be responsible for finding replacement/coverage. Each Communication Specialist will be provided with updated contact information for all other Communication Specialists.

ARTICLE X

HOLIDAYS

10.01 Employees will receive seven (7) holidays as listed below.

1. New Year's Day
2. Easter
3. Memorial Day
4. July 4th
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

10.02 Communication Specialists who work on any holiday listed in section 10.01, shall receive double their normal day's pay plus a day's pay for the holiday.

10.03 Communication Specialists who work beyond their scheduled shift or on their regular day off on any holiday listed in section 10.01 shall be paid an overtime rate at two and one-half (2-1/2) times an employee's regular rate.

10.04 Communication Specialists who are not scheduled to work on any of the above-listed holiday, shall receive eight (8) hours pay at their regular rate.

ARTICLE XI

VACATIONS

11.01 Eligible employees covered by this Agreement, shall earn and be entitled to receive the following vacation at their regular hourly rate of pay:

<u>Upon completion of</u>	<u>VACATION</u>
One (1) year but less than five (5) years	2 weeks
Five (5) years but less than eleven (11) years	3 weeks
Eleven (11) years but less than fifteen (15) years	4 weeks
Fifteen (15) years but less than twenty five (25) years	5 weeks
Twenty five (25) years or more	6 weeks

11.02 Employees with one (1) year, but less than five (5) years of service, may take vacation one (1) day at a time up to a total of five (5) days. Employees with five (5) or more years of service may take vacation one (1) day at a time up to a total of ten (10)

days. These five (5) or ten (10) days must be taken in whole day increments and must be approved by the Police Chief, or his designee. The remaining vacation may be taken in minimum increments of one (1) day. Up to forty (40) hours may be used in two (2) hour increments as long as it doesn't create overtime and must be approved by a supervisor.

11.03 In the event an employee with one or more years of service is absent for any reason, he/she shall be eligible for full vacation pay as long as, in the eligibility years his/her days absent do not exceed the sick days for which he/she is eligible, and is for any reason other than the occupational injury, vacation pay will be reduced by the equivalent days absent in the year after sick leave is terminated. This provision does not apply to vacation days earned in the previous year.

11.04 Each employee will be granted vacation based on the number of years of service. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). In case of emergency, the city reserves the right to extend the length of time in which any employee must utilize his/her vacation time. No pay will be issued in lieu of vacation.

11.04(a) The year 2005 will be considered the conversion year from anniversary date to calendar year for current full-time employees. A formula has been prepared to ensure no loss of benefits. Employees will be allowed, one time only in 2005, to cash in any vacation earned and not used by December 31, 2005. The Year 2005 will be the first time vacation is computed on a calendar year basis.

11.05 An employee shall be deemed to have earned his/her vacation pay as of his/her eligibility date, even though he/she does not take vacation or receive vacation pay at that time. Further, if the employee with one (1) or more years of service is terminated prior to his eligibility date, he/she shall receive vacation pay pro-rated in accordance with the number of months he/she had worked since his/her proceeding eligibility date.

11.05a For the purpose of this provision only, an employee who is eligible to retire under the Ohio Public Employees Retirement System (i.e., is "pensionable"), such employee shall be permitted to utilize all remaining unused/unearned vacation in his/her year of retirement provided the employee notifies the Employer of his/her retirement with at least three (3) months notice to the City prior to the retirement date [e.g., employee has six (6) weeks of vacation and uses one (1) week in February in the year of the retirement. The employee has five (5) vacation weeks

remaining. The employee plans to retire July 1st. The employee may utilize his/her five (5) remaining weeks prior to July 1st provided such notice is given by April 1st without having to “pay back” the City for those weeks of vacation.] If three (3) months notice is not given prior to retirement date, and the employee has used unearned vacation, the employee will be required to pay back the unearned portion of vacation that was taken. However, the Chief of Police may accept notification of less than three (3) months when considering mitigating factors. Denial of approval of less than three (3) months is not grievable. This will be done on a case by case basis. Such factors may include health or illness concerns, family situations, or future employment opportunities of the retiring employee.

11.06 If any employee quits his/her job without two (2) weeks written notice, or is discharged for just cause (except medical reasons), he/she shall not receive his prorated vacation pay.

11.07 An employee, when taking a week’s vacation, shall receive a minimum of nine (9) days off [five (5) days off vacation and four (4) scheduled days off] or a maximum eleven (11) days off [five (5) days vacation and six (6) scheduled days off] in accordance with the operational needs, manpower limitations, of the Brunswick Police Department.

11.08 Eligible employees covered by this Agreement

ARTICLE XII

SICK LEAVE

12.01 Each employee will begin accumulating 4.6 hours per eighty (80) hours worked after the first month of hire. Each employee will continue to accumulate sick leave at the rate of 4.6 hours per eighty (80) hours worked. Sick time shall accumulate without limit.

12.02 In any case where an employee has accumulated sixty (60) sick days, provided in above, in a given calendar year, and does not wish to further accumulate the sick time, he/she is entitled to for that year, as an incentive to said employee not to use the sick time beyond sixty (60) days, said employee may be reimbursed at the end of said year for sick time not used in excess of sixty (60) days at a rate of one-half (1/2) day’s pay for each sick day not used. One half (1/2) day’s pay shall be the individual’s base hourly wage times four (4) hours. Payment of these hours shall be made by January 31st. Retroactive payment will not be made at any time.

12.03 An employee who is unable, by reason of sickness, injury, or disability to perform his/her duties, must call Dispatch each day he/she is off, two (2) hours prior to the start of the shift. If he/she fails to call two (2) hours prior to the start of his/her shift, he/she will be docked one (1) hour at his/her regular rate. After three (3) consecutive days of non-hospital sick leave, or ten (10) days (80 hours) of non-doctor certified sick leave, a doctor's certificate shall be presented by the employee in all instances. Sick leave should not be used for office visits or treatment which could be scheduled during non-working hours.

12.04 An employee may accumulate more than one thousand one hundred fifty-two (1,152) hours (120 days) of sick leave, but one thousand one hundred and fifty-two (1,152) hours (120 days) is the maximum allowable for cash payment of unused sick leave upon retirement, per Sec. 124.39 of the Ohio Civil Service Laws and Rules.

ARTICLE XIII

BEREAVEMENT LEAVE

13.01 When an employee is absent due to death in his/her immediate family, he/she shall be paid a maximum of three (3) days earnings at his/her regular rate for the purpose of attending the funeral or for memorial purposes. Such three (3) days will be any three consecutive days which must include the day of the funeral. No payment will be made for any of the three (3) days which is a day which the employee would not ordinarily be scheduled to work, or occurs during the employee's vacation. A member of the immediate family shall be considered an employee's spouse, parents, step parents, children, step children, grandparents, siblings, step siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law or a legal guardian or other person who stands in the place of a parent or any other household member designated as "other relative" in the sole discretion of the Police Chief and/or his designee. Denials of a designation of "other relative" by the Employer for purposes of bereavement pay shall not be grievable.

13.02 The intent of this provision shall be to protect an employee against loss in earnings. Thus, the maximum of three (3) days in the event of death in the immediate family is not a guarantee of three (3) days off. Two (2) days of sick pay time may be used in conjunction with bereavement pay. Evidence must be submitted to the City to verify this use.

ARTICLE XIV

ARMED SERVICE RESERVE DUTY

14.1 Military Leave. Members who serve in the National Guard, U.S. Air Force Reserve, or the U.S. Army Reserve, U.S. Marine Corps Reserve, U.S. Coast Guard Reserve or U.S. Naval Reserve will be granted military leave of absence without loss of pay when ordered to temporary active duty, inactive duty training or when ordered to military training exercises conducted in the field for a period not to exceed twenty-two (22) eight (8) hour work days, or one hundred seventy six (176) hours during each federal fiscal year. "Federal fiscal year" means the beginning on the first day of October and ending on the thirtieth day of September. Such a leave of absence will not affect a person's right to vacation leave, sick leave, or seniority under the applicable collective bargaining agreement.

14.2 Any member who is entitled to military leave as provided in this Section and who is called to military duty for a period in excess of twenty (22) eight (8) hour work days or one hundred seventy six (176) hours in a federal fiscal year, for each fiscal year in which military duty is performed, because of an executive order signed by the President of the United States or an act of Congress is entitled to additional paid leave during the period designated in the order or act. The amount of payment during each month of this additional leave shall be the lesser of:

- (1) The difference between the member's gross monthly wage as a City employee and the sum of his/her gross military pay and allowances received that month; or,
- (2) Five hundred dollars (\$500).

14.3 However, no member shall receive payment if the sum of his/her gross military pay and allowances received in the month exceeds his/her gross monthly wage or salary as a City employee.

14.4 Re-employment of a member who leaves the employment of the City to serve in the armed forces of the United States of America or any branch thereof, shall be governed by the following principles:

- (1) An eligible member shall be re-employed in the position which the

member would have been employed if the continuous employment of the member had not been interrupted by the period of military service, or an equivalent position, provided the member is qualified to perform such position.

- (2) Any member must request restoration of the position within ninety (90) days of receiving an honorable discharge from the armed services or the position shall be declared vacant. Nothing contained in this subsection shall obligate the City to pay a member who is on military leave of absence.
- (3) The term "armed forces of the United States" shall be deemed to include such services as designated by the Congress of the United States.
- (4) Nothing contained in this subsection shall obligate the City to re-employ a member whose accumulative absence for military service exceeds five (5) years.

This subsection shall be interpreted and applied in a manner consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. §43.01 *et seq.* and/or Section 5923.05 of the Ohio Revised Code, as applicable.

ARTICLE XV

INSURANCE

15.01 Effective January 1, 2020, through December 31, 2024. The Employer shall continue to provide employee health insurance which shall be selected by the Employer. The Employer shall have the right to change insurance carriers or coverage so long as the employees retain similar coverage. Employees will be eligible for insurance coverage beginning on the first of the month in which the employee's 90th day of employment falls within.

15.02 In case an employee is absent from work due to layoff or leave of absence, the Employer will not be obligated to pay for insurance coverage beyond the end of the month in which such action begins.

15.03 Effective January 1, 2020 through December 31, 2024 all employees under the City health insurance plan for medical, prescription, dental and vision are required to contribute towards the total premium of the plan per month. All employees are required to contribute towards the total premium of the plan per month as follows:

	2020	2021	2022	<u>2023</u>	<u>2024</u>
<u>Plan 1</u>	16%	16%	16%	<u>16%</u>	<u>16%</u>
<u>Plan 2</u>	16%	16%	16%	<u>16%</u>	<u>16%</u>
<u>Plan 3</u>	12%	12%	12%	<u>12%</u>	<u>12%</u>

Effective January 1, 2019, seventeen percent (17%) for employees NOT in the Wellness Program – for each Plan.

Any new employee hired after January 1, 2015 shall pay sixteen percent (16%) towards the premium per month for any plan selected beginning January 1, 2019, unless NOT in the wellness program.

15.04 The Employee's contribution towards the premium will be deducted per pay period from the Employee's pay. In any event, should an employee not have enough funds available to contribute towards the premium by using bi-weekly pay checks, the Employee will be required to make the Employer whole in what has been paid for the year for the employee in insurance premiums.

15.05 In the event an Employee resigns or is terminated, that Employee will be required to make the Employer whole in the amounts owed by the Employee for premium contribution pursuant to the City's election procedure. This amount will be deducted from the Employee's final paycheck from the City.

15.06 The City agrees to provide the following insurance:
Major Dental Program
Prescription Drug Service Program
Vision Care Program
Flexible Spending Plan beginning in 1999

15.07 The City will provide Major Medical coverage for the employees in the following manner:

- A. Single Coverage: \$50.00 Deductible and \$50.00 co-insurance payments when using provider's in-network. \$100.00 Deductible and \$150.00 co-insurance payments when using non-network providers.
- B. Family Coverage: \$100.00 Deductible and \$100.00 co-insurance payments when using provider's in-network. \$200.00 Deductible and \$300.00 co-insurance payments when using non-network providers.

15.08 An Employee may decline the use of the City's hospitalization, surgical and major medical plans if satisfactory proof is submitted and accepted by the City that the Employee is covered by an adequate hospitalization plan. An Employee's spouse (if applicable) must also agree to this provision. The City will pay the employee \$1,500.00 for requesting to be completely removed from the City's hospitalization plan, or pay the employee \$600.00 for changing from a family plan to a single plan. Payments for dropping or reducing the above coverage will be based on the number of months the coverage is not used and based on the date Administrative Services is notified of the opting out. In the event spouses are employed by the City, there shall be only one (1) family plan. Payment shall be made once annually by October 31st.

15.09 The City will provide \$1,000 life insurance for every \$1,000 in Employee's base pay rounded up to the next highest \$10,000 amount. (i.e., \$64,000 base hourly pay = \$70,000)

15.10 The City also grants the use of its hospitalization policy after retirement by the employee remaining on the Group and paying the entire monthly premium to the City.

15.11 In the case of an employee's absence from work due to illness or injury which is not the result of his work, the City will pay for his insurance for a period of ninety (90) days after sick time terminates. When such employee is returned to work, his insurance will commence the first of the month following his return to work.

ARTICLE XVI

LONGEVITY

16.01 In addition to such annual salary, employees shall receive yearly longevity pay in accordance with the following schedule, and subject to the following terms and conditions:

16.02 Employees shall be eligible for Longevity Pay on the amount shown on a calendar year basis. The Year 2005 will be the conversion year from anniversary date to calendar year. Only continuous years of service as an employee for the City shall be used in determining the eligibility for the Longevity Pay. Payment shall be one time annually by October 31st of each year.

YEARS OF CONTINUOUS

SERVICE COMPLETED	2020	2021	<u>2022</u>	2023	2024
<u>0-3</u>	N/A	N/A	<u>\$ 2,500.00</u>	N/A	N/A
4-5	\$ 300.00	\$ 300.00	<u>\$ 2,800.00</u>	\$ 300.00	\$ 300.00
6-7	\$ 500.00	\$ 500.00	<u>\$ 3,000.00</u>	\$ 500.00	\$ 500.00
8-9	\$ 700.00	\$ 700.00	<u>\$ 3,200.00</u>	\$ 700.00	\$ 700.00
10-11	\$1,000.00	\$1,000.00	<u>\$ 3,500.00</u>	\$1,000.00	\$1,000.00
12-13	\$1,200.00	\$1,200.00	<u>\$ 3,700.00</u>	\$1,200.00	\$1,200.00
14-15	\$1,400.00	\$1,400.00	<u>\$ 3,900.00</u>	\$1,400.00	\$1,400.00
16-17	\$1,600.00	\$1,600.00	<u>\$ 4,100.00</u>	\$1,600.00	\$1,600.00
18-19	\$1,800.00	\$1,800.00	<u>\$ 4,300.00</u>	\$1,800.00	\$1,800.00
20-21	\$2,100.00	\$2,100.00	<u>\$ 4,600.00</u>	\$2,100.00	\$2,100.00
22	\$2,300.00	\$2,300.00	<u>\$ 4,800.00</u>	\$2,300.00	\$2,300.00
23	\$2,500.00	\$2,500.00	<u>\$ 5,000.00</u>	\$2,500.00	\$2,500.00
24	\$2,700.00	\$2,700.00	<u>\$ 5,200.00</u>	\$2,700.00	\$2,700.00
25	\$2,900.00	\$2,900.00	<u>\$ 5,400.00</u>	\$2,900.00	\$2,900.00
26	\$3,000.00	\$3,000.00	<u>\$ 5,500.00</u>	\$3,000.00	\$3,000.00
27	\$3,100.00	\$3,100.00	<u>\$ 5,600.00</u>	\$3,100.00	\$3,100.00
28	\$3,200.00	\$3,200.00	<u>\$ 5,700.00</u>	\$3,200.00	\$3,200.00
29	\$3,300.00	\$3,300.00	<u>\$ 5,800.00</u>	\$3,300.00	\$3,300.00
30	\$3,400.00	\$3,400.00	<u>\$ 5,900.00</u>	\$3,400.00	\$3,400.00

(\$2,500.00 added to longevity for the 2022 year only and then revert back to previous schedule.)

ARTICLE XVII

WAGES

17.01 Full-time Communication Specialists in the Division of Police shall be paid at the following pay rates effective January 1, 2020:

The following hourly rates reflect a 2.5% increase for year 2023
and a 2.75% increase for year 2024.

<u>Year</u>	<u>Start</u>	<u>6 mth</u>	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>4 year</u>	<u>5 year</u>
2020	20.15	20.85	21.03	21.59	22.51	23.68	24.46
2021	20.65	21.37	21.56	22.13	23.08	24.28	25.08
2022	21.17	21.90	22.10	22.68	23.65	24.88	25.70
<u>2023</u>	<u>21.70</u>	<u>22.45</u>	<u>22.65</u>	<u>23.25</u>	<u>24.24</u>	<u>25.50</u>	<u>26.35</u>
<u>2024</u>	<u>22.30</u>	<u>23.07</u>	<u>23.27</u>	<u>23.89</u>	<u>24.91</u>	<u>26.21</u>	<u>27.07</u>

If an increase in income tax to fund Police and Fire operations of 0.65% to replace 0.50% temporary levy passes, these increases in wages would be 3.0% for the year in which increase was passed and subsequent years up to 2019.

17.02 The Employer agrees to pay Employees a one-time wage adjustment of three percent (3%) for the year 2004 only.

17.03 Employees will be eligible for merit raises after completion of required time in grade and recommendation from their superior officer. No employee shall be permitted to take an advancement test unless he/she has obtained the final merit step in rank.

17.04 In addition, all employees hired after January 1, 1976, or entering into a new classification within the Division of Police, shall be subject to a merit review before receiving any increase in pay. [A 3.0 average (A=4, B=3, C=2, D=1, U=0) will be necessary on the evaluation form before any merit increase will be awarded.] A merit review will be held prior to the employee's scheduled date for merit raise increase.

17.05 After completion of one (1) year of service, all employees are to be certified in LEADS, CPR, CCH, and EMD with the cost of such training to be provided by the Employer.

17.06 Effective January 1, 1999, fifty percent (50%) of all dispatch/communication experience from public sector work or similar type of dispatching may be applied into years of service completed in calculation for pay purposes.

17.07 The City and the Division of Police recognizes that meeting the Mission Statement takes commitment from its Communication Specialists. Part of the commitment comes from Communication Specialists continuing proficiencies. In order to encourage Communication Specialist development, the Division recognizes the following proficiencies as part of the Communication Specialist development process:

	2020	2021	2022	<u>2023</u>	<u>2024</u>
LEADS Certified	\$675.00	\$725.00	\$775.00	<u>\$775.00</u>	<u>\$775.00</u>
EMD Certified	\$675.00	\$725.00	\$775.00	<u>\$775.00</u>	<u>\$775.00</u>

A Communication Specialist may only receive a maximum annual payment of proficiencies attained and maintained up to a maximum of \$1,350.00 in 2020; \$1,450 in 2021; \$1,550 in 2022, 2023 and 2024. Payment will be made one (1) time per year by October 31st.

17.08 In the event the Employer assigns bargaining unit employees to dispatch for more or less jurisdictions to perform dispatching functions during the term of this Agreement, the parties agree to reopen this article to negotiate potential wage increases or decreases due to change in potential workloads. Such wage re-opener negotiations will be subject to O.R.C. Chapter 4117 procedures and provisions.

17.09 Any Communication Specialist designated by the Police Chief, or his/her designee, to perform as a Training Officer shall be compensated with the following additional rate for any shift on which the Employee serves as Training Officer: \$ 2.50 per hour.

17.10 It shall be mandatory for all full time Employees of the Division of Police (Communication Specialists) to have their bi-weekly pay checks direct deposited.

17.11 Dispatch Administrator. In the event the Employer creates a Dispatch Administrator assignment, such non-supervisory assignment/position shall be paid a stipend of \$0.90 per hour above the Communications Specialist's hourly base rate of pay. The stipend shall be \$0.95 per hour in 2021 and \$1.00 per hour in 2022, 2023 and 2024. Only one (1) employee would be paid the listed stipend for the assignment. The

employer may select two (2) employees for the assignment each year. However, each assignment would last no longer than six (6) months in a year. The payment of this stipend shall not be deemed a promotion for Civil Service testing purposes. The designation is an assignment at the discretion of the Chief.

ARTICLE XVIII

OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM

- 18.01 The City will maintain the Ohio Public Employees Retirement System.
- 18.02 The City will pay the Employee's retirement contribution up to a maximum amount of 13%.
- 18.03 An optional ICMA or OPERS deferred compensation retirement plan will be provided.

ARTICLE XIX

LAY-OFF AND RECALL

- 19.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines due to a lack of funds or a lack of work that it is necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth, herein, below.
- 19.02 Employees within the effected job classification shall be laid off according to their departmental seniority with the least senior being laid off first.
- 19.03 Employees who are laid off from one job classification may displace (bump) another employee with lesser departmental seniority in an equal or lower rated job classification within the department if immediately able to perform the job.
- 19.04 In all cases where one employee is exercising his/her seniority to displace (bump) another employee, his/her right to displace (bump) is subject to the condition that he/she is qualified for the position and able to perform the functions and duties of the position into which he/she is attempting to displace (bump) immediately.
- 19.05 Recalls shall be in the inverse order of lay-off and a laid-off employee shall retain his/her right to recall for twenty-four (24) months from the date of his/her lay-off.

Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent via certified mail, return receipt requested. An employee who refuses recall or does not report to work within five (5) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his/her position and forfeits all right to employment with the Employer.

ARTICLE XX

MISCELLANEOUS

20.01 In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination to the extent that such time is beyond the employee's shift.

20.02 The Union will be allowed one (1) bulletin board for official Union notices, to be located in the Dispatch Center. Any materials placed on the bulletin board shall be signed by a representative of the Union and a copy provided to the Employer at the time of posting. There shall be no posting of inflammatory material, or material which may be defamatory in nature.

ARTICLE XXI

LINE OF DUTY INJURY LEAVE

21.01 A full-time employee's absence from work is necessitated because of an illness or injury that occurred while on the job with the City and said illness or injury is compensable under the Ohio Worker's Compensation Law, injury leave may be granted at the discretion of the City Manager/Safety Director, or his/her designee, for a period of time not to exceed Ninety (90) calendar days. If at the end of this ninety (90) calendar day period and the Employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional ninety (90) calendar day period or portion thereof.

21.02 Such leave may be granted by the City Manager/Safety Director, or his/her designee, based upon the recommendation of the employee's Department/Division Head and upon submittal by the employee of a statement from a licensed physician justifying that the employee is unable to return to full work status due to the injury/illness.

21.03 Such leave shall not be charged against the employee's sick leave balance unless it is determined that the illness or injury is a non-work related illness or injury and is not compensable under Ohio Worker's Compensation law.

21.04 In order to be eligible for injury leave, the employee must report the illness/injury to his/her supervisor within twenty-four (24) hours of the incident or when practical giving rise to the illness/injury.

21.05 Any employee who receives a paid leave under this Article shall not be entitled nor will apply for either temporary total disability or permanent and total disability benefits under Ohio Worker's Compensation Laws. This provision does not prohibit an employee from receiving other available worker's compensation benefits. If an employee received either temporary total disability or permanent and total disability while receiving injury wage continuation benefits under this section, the employee agrees to reimburse the City for all sums in excess of what the employee received under this section.

21.06 The injury leave pay set forth in this Article is cumulative for the duration of this Agreement in regard to the injury, i.e., successive "injuries" to the same body part(s) shall not constitute separate injuries and all related workers compensation and related claims to the same or similar body parts shall be construed as one (1) injury and eligible for total leave time under this Article.

ARTICLE XXII USE OF CITY VEHICLES

22.01 All employees are subject to the Employer's Use of City Vehicles Policy and all amendments or revisions.

ARTICLE XXIII CONFORMITY TO LAW

23.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

23.02 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 but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provisions(s) thereof had not been included herein.

ARTICLE XXIV

TOTAL AGREEMENT

24.01 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.

ARTICLE XXV

OBLIGATION TO NEGOTIATE

25.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or 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.

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

ARTICLE XXVI

GENDER AND PLURAL

26.01 Whenever the context so requires, the use of 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 gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that

said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXVII

HEADINGS

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

ARTICLE XXVIII

LEGISLATIVE APPROVAL

28.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XXIX

DURATION

29.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2020 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2024. Notice to modify or terminate this Agreement shall comply with O.A.C. 4117-1-02.

ARTICLE XXX

GRIEVANCE PROCEDURE

30.01 Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and 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 lowest step of this procedure.

30.02 For the purposes of this procedure, the below listed terms are defined as follows:

a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provision of this Agreement.

b) Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.

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 aggrieved party.

d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or City Hall Holidays as provided for in this Agreement.

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

a) All grievances shall include: 1) the name and position of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the grievance; 3) the time and place where the alleged events or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.

b) All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his/her 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 (Safety Director).

d) The preparation of grievances shall be conducted only during non-working hours. Premium or overtime pay will not be paid for this preparation.

e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms

of this Agreement and the employee shall follow the chain of command for purposes of notification only. Such notification shall not be construed as request to go further. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

f) The grievant is entitled to a Union Representative at any step of the grievance.

g) 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.

h) This procedure shall not be available for disputes concerning any type of discipline or discharge actions.

i) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

j) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

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

Step 1:

An employee who believes he/she may have a grievance shall notify Management, or designee, in writing of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Management, or designee, will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date

of the notice by the employee. The supervisor and the employee, along with the employee's representative, if his/her presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved at Step 1, it may be presented as a grievance to the Chief of Police within five (5) days of the informal meeting or notification of the Management's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if Management fails to give the aggrieved party an answer. The Police Chief or his/her designee shall give his/her answer to the aggrieved party, with a copy to the aggrieved party's representative, if any, within five (5) days of the receipt of the written grievance.

Step 3:

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

ARTICLE XXXI

DISCIPLINARY PROCEDURE

31.01 This procedure shall only apply to all non-probationary employees covered by this agreement.

31.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) working days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

31.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

31.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

31.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

31.06 Discipline shall not be implemented until either:

- A. the matter is settled, or
- B. the employee fails to file a grievance within the time frame provided by this procedure, or
- C. the penalty is upheld by the Safety Director after a pre-disciplinary hearing, or
- D. the Employer, at its discretion, may impose discipline after an arbitration award in the event the Union submits such disciplinary grievance to arbitration.

31.07 Disciplinary actions that are more than two (2) years old for any reprimand or written warning, three (3) years for any one, two or three day suspension, and five (5) years for a suspension more than three days or a demotion, shall not be used in future disciplinary actions.

ARTICLE XXXII

ARBITRATION PROCEDURE

32.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision at Step 3, or a time limit default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually select an arbitrator. In the event the parties cannot reach an agreement on the selection of an arbitrator, the Union will file for an arbitration panel from the Federal Mediation and Conciliation Service (FMCS), which shall specifically request only names from the State of Ohio, Metropolitan Region. Within fifteen (15) days of receipt of the arbitration panel, the parties shall select an arbitrator through the alternative strike method, with the Union striking first.

32.02 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.

32.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

32.04 The hearing(s) shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.

32.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. In the event the arbitrator renders a split decision by neither denying nor sustaining the grievance in full, the costs of the arbitration shall be split equally between the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

32.06 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.

32.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE XXXIII

FAMILY MEDICAL LEAVE

33.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 (FMLA), and as set forth herein below.

33.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employees entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave. Any paid or unpaid leave shall be included in the computation of FMLA leave herein.

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

33.03 The annual twelve (12) month period shall commence and be measured forward from the date of the employee first uses the leave set forth above.

33.04 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

33.05 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

33.06 Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

33.07 Leave for the care of a birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

ARTICLE XXXIV

LEAVE OF ABSENCE

34.01 The nature of Police operations is such that attendance on the job is critical. Employees who do not maintain good attendance records can be subject to disciplinary action. In unusual circumstances, however, employees are required to be away from their work for extended periods of time. If such a situation occurs, the City may make available the following Leave of Absence policies for employees who have been employed for more than six (6) continuous months:

1. MILITARY LEAVE: Employees drafted into the Armed Forces of the U.S. government, or otherwise conscripted by the Government, shall be granted a Leave of Absence for their duration with the Government. Upon termination of service with the Government, the employee shall be returned to work at his/her regular job with all his/her rights and privileges enjoyed including seniority accrued to the date of termination, provided he/she is able to do such work physically, and that he/she applied for re-instatement within ninety (90) day time limit specified in the Universal Military Training and Service Act.

2. LEAVE OF ABSENCE: Upon any written application, any employee who has been actively and continuously employed by the City for two (2) years may be granted a Leave of Absence without pay, for a period not to exceed sixty (60) days. Except in emergency situations, the employee must make application for such leave, at least two (2) weeks prior to the date leave is to commence. The City, in its discretion, can extend a Leave of Absence for a period not to exceed an additional sixty (60) days. Leave of Absence will be granted only where the requirements permit, except for actual emergencies. Employees securing leave of Absence under false pretenses shall be discharged immediately. Employees granted a Leave of Absence shall notify their superior

two (2) days in advance if they desire to return to work before the expiration of Leave. A Leave of Absence not in excess of thirty (30) days shall be included as active and continuous employment for vacation purposes.

3. EMPLOYMENT WHILE ON LEAVE OF ABSENCE: Any employee who is on Leave of Absence and engages employment without the written consent of the City during the time he/she is on such Leave of Absence, shall lose his/her seniority and/or be subject to discharge.

ARTICLE XXXV

EMPLOYEE RIGHTS

35.01 An employee has the right to have a Union representative present at any interview which the Employee reasonably believes could lead to disciplinary action.

35.02 Disciplinary actions that are more than two (2) years old for any reprimand or written warning, three (3) years for any one, two or three day suspension, and five (5) years for a suspension more than three days or a demotion, shall not be used in further disciplinary actions.

35.03 In cases where suspensions are not immediate, the City will make a suspension effective ten (10) days after it is presented to the employee. In this case, the suspension will not be served until after a ten (10) day period; or after an employee has filed an appeal and a decision is rendered by the arbitrator.

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

35.05 Non-probationary employee, who is disciplined, shall be given written notice regarding the reason for the disciplinary action.

ARTICLE XXXVI

COURT APPEARANCE

36.01 Off duty Communication Specialists, when appearing in Court as a witness for Police related testimony, shall be paid full-time pay for the time he/she is required to appear. When such appearance is requested, a minimum of four (4) hours pay on a scheduled work day or a minimum of four (4) hours pay on a scheduled day off. Payment

shall be made under the guidelines of the Fair Labor Standards Act with regard to overtime pay. The employee need not be required to work these hours.

36.02 If a Communication Specialist is not notified within twenty-four (24) hours prior to their scheduled court appearance that their appearance is not required, the Communication Specialist shall receive a minimum of two (2) hours pay at the overtime rate.

ARTICLE XXXVII

ANNUAL STRESS DAYS

37.01 Communication Specialists will be entitled to ten (10) annual stress days off.

37.02 Scheduling for these days off will be at the discretion of the Chief of Police or his designee.

ARTICLE XXXVIII

UNIFORM ALLOWANCE

38.01 The City agrees to pay each calendar year to each Communication Specialist who has been on active duty for the past year, a uniform replacement allowance as follows:

2020	2021	2022	<u>2023</u>	<u>2024</u>
\$650	\$650	\$650	<u>\$650</u>	<u>\$650</u>

In order to utilize this benefit, the Communication Specialist must use a City of Brunswick purchase order and submit receipts to Accounts Payable.

38.02 The City agrees to pay each Communication Specialist, Five Hundred Dollars (\$500.00) per calendar year for maintenance and cleaning of their uniform. Said payment shall be made by January 31st.

38.03 Each newly hired/probationary Communication Specialist hired by the City shall, on the first day of January of each year, be entitled to a pro-rata portion of both uniform and maintenance allowances based upon the number of months served in the capacity of probationary Employee prior to January 1st. (e.g., a probationary Communication Specialist hired September 1st of any year would, on January 1st of the

next year, be entitled to four (4) months (one-third) of the full uniform allowance and maintenance provided for in this agreement.

38.04 The City will allow a three (3) employee committee to review the present limitations imposed upon uniform purchases, but the final selection of articles allowed to be purchased is a management prerogative and will not be relinquished.

ARTICLE XXXIX

SHIFT DIFFERENTIAL

39.01 The City will pay each Communication Specialist the following additional rate per hour in addition to compensation to which they are entitled to under the Agreement:

Afternoon Shift	Night Shift
4:00 p.m. to 12:00 Midnight	12:00 Midnight to 8:00 a.m.
\$0.85	\$1.45

39.02 Any Communications Specialist working during any part or portion of either the afternoon or the night shift as set forth in Section 39.01 of this Article shall be entitled to shift differential based upon the actual number of hours worked during either the afternoon shift or the evening shift.

39.03 Conversely, any employee working from the evening shifts into the morning shifts shall not be entitled to shift differential for hours worked in the morning shift (8:00 a.m. to 4:00 p.m.).

ARTICLE XL

POLYGRAPH

40.01 If an employee is required to take a polygraph test due to charges brought from an outside source, that individual making the charge will first be required to take a polygraph. Our employee will then be required to take a polygraph. If the individual making the charge is found to be lying, the City will attempt to prosecute.

40.02 If the charge is from an internal investigation, the employee may be required to submit to a polygraph.

40.03 If the polygraph indicates the employee is not truthful, a second polygraph will be given to our employee.

ARTICLE XLI

SCHOOLING

41.01 The City will reimburse an employee for training programs specifically related to their position and pre-approved by the Police Chief. Schooling opportunities will be rotated among all employees based on seniority. If the schooling opportunity, however, is deemed by the Chief at his/her sole discretion, to be necessary for a particular employee, seniority will not apply. This decision by the Chief is not grievable.

ARTICLE XLII

BREAK TIME

42.01 Employees shall be entitled to two (2) ten (10) minute breaks and one half hour paid lunch per shift with the approval of the Shift Commander or his/her designee.

ARTICLE XLIII

RETENTION OF PREVIOUS BENEFITS

43.01 The City is willing to continue to provide the following benefits as long as they are available:

1. False Arrest Insurance
2. Employee Bond
3. Indemnification of Employees - employees shall receive full indemnification from the City Council on any judgment when punitive damages have been incurred providing:
 - a. Said employee acted within the performance of his/her duties, following either, advice of proper authority or following established policy and procedure.
 - b. Said employee acted reasonably and in good faith.
4. Jury Duty Pay

5. Employees engaged in City business outside the Municipality shall be reimbursed for the actual cost of meals, lodging, mileage and other items covered by ordinance.

ARTICLE XLIV

TRAVEL TIME

44.01 Any Employee who is required to attend outside training, the travel time to and from class will be included in hours worked. Any other voluntary training requested by the Employee and approved by the Division will not be subject to travel time compensation.

ARTICLE XLV

WELLNESS PROGRAM

45.01 The Union and the Administration desire to promote health and fitness for its employees.

45.02 A Wellness Program has been designed with certain criteria. It is the responsibility of each employee who wishes to participate in the program to comply with all criteria required in order to receive the wellness payment. A report will be received from a Third Party Administrator as to who has complied with the required criteria. Payment for meeting program criteria will be made one time by October 31st.

2020	2021	2022	<u>2023</u>	<u>2024</u>
\$800	\$800	\$800	<u>\$800</u>	<u>\$800</u>

45.03 All or part of the following criteria will be considered for 2017 and 2018: Health Risk Assessment, Tobacco Certification, Physical, Biometrics and Lunch and Learn. The Union and Health Care Committee will have input into the required criteria for 2019.

45.04 Beginning in 2020, six (6) criteria as approved by the Health Care Committee will be required. The required six (6) will be: (1) Health Risk Assessment; (2) Tobacco Certification; (3) Physical; (4) Biometric Screening; (5) Lunch and Learn; and (6) Wellness Challenge.

Starting in 2021, employees with family medical insurance coverage could receive an additional \$250.00 stipend if their spouse is a covered person under the city medical insurance plan and participates in BE WELL by completing a yearly physical and yearly biometrics screening. The employee must successfully complete the requirements to receive the annual stipend for their spouse. If spouses are employed by the city, each spouse can only qualify for one wellness stipend from this article. The additional spouse participation is voluntary.

45.05 Participation in the program will not be held in a punitive nature against any employee. There will no longer be a nicotine mandate or fitness test associated with Wellness.

ARTICLE XLVI

PERSONAL DAYS

46.01 An Employee may use eight (8) hours of sick time hours for personal use. These hours must be scheduled in advance or approved by the Police Chief and/or his designee and may be used in a minimum of two (2) hour blocks. The employee's sick leave bank will be reduced by these eight (8) hours when used.

ARTICLE XLVII

RECREATION CENTER MEMBERSHIP

47.01 A single membership to the Brunswick Community Recreation and Fitness Center will be offered to Communication Specialists. Employees deciding to accept the membership will be required to sign up for the benefit. This membership is not mandatory nor is it automatic. If a single membership is accepted, the value of this membership will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

47.02 If an employee chooses to enroll in a family membership, the single membership amount will be deducted from the total family amount. The employee would be required to pay the difference between the single and family membership. The single membership amount will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

ARTICLE XLVIII

EXECUTION

48.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, ____.

FOR THE UNION:

Sara Liva Esq.
Union Attorney
Fraternal Order of Police, Lodge #15

Terry Gluszek

Keri Quidatano

FOR THE EMPLOYER:

Carl S. DeForest
City Manager/Safety Director

DIRECTOR OF FINANCE CERTIFICATE

I, Todd Fischer, Finance Director, hereby certify that sufficient funds are in the City Treasury, or in the process of collection, to the credit of the proper fund, free of any outstanding encumbrances or obligations. This certificate is based on current information.

Todd Fischer, Finance Director

PROPOSED LEGISLATION



DATE: 10/25/2021

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Jim Foster

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 101-2021** - An ordinance accepting an extension of the Collective Bargaining Agreement with the International Association of Fire Fighters Local 3568 for a period of two (2) years effective January 1, 2023 through December 31, 2024 - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

BACKGROUND: The current Collective Bargaining Agreement with the International Association of Firefighters 3568 expires on December 31, 2022; The City of Brunswick and the International Association of Firefighters 3568 have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement Extension effective January 1, 2023 through December 31, 2024

PURPOSE AND EXPLANATION: To provide wages and benefits to union employees.

IMPLEMENTATION SCHEDULE: Ordinance shall take effect and be in force from and after the earliest period allowed by law

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The 2023 and 2024 budgets will be compiled at a later date. The budget must follow the requirements of budgetary laws contained in the City Charter and ORC Section 5705. Costs associated with the Collective Bargaining Agreement are required to be appropriated by City Council in order to be paid.

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No

Suspension of Rules No

If emergency or suspension of the rules, why the request?
Ordinance is to be read 3 times.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 101-2021

BY: Committee-of-the-Whole

AN ORDINANCE ACCEPTING AN EXTENSION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 3568 FOR A PERIOD OF TWO (2) YEARS EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2024.

WHEREAS: The current Collective Bargaining Agreement with the International Association of Fire Fighters Local 3568 will expire on December 31, 2022; and

WHEREAS: The City of Brunswick and the International Association of Fire Fighters Local 3568 have bargained collectively and agreed to the terms and conditions of an extension of the Collective Bargaining Agreement effective January 1, 2023 through December 31, 2024.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the Council of the City of Brunswick hereby accepts the extension of the Collective Bargaining Agreement with the International Association of Fire Fighters Local 3568 for a period of two (2) years effective January 1, 2023 through December 31, 2024, as attached hereto as Exhibit "A".

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

AN AGREEMENT

between

THE CITY OF BRUNSWICK, OHIO

and

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 3568**

FIRE-FIGHTER/PARAMEDIC

EFFECTIVE: January 1, 2020

EXPIRES: December 31, 2022

EXTENSION: January 1, 2023 to December 31, 2024

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ARTICLE I**PREAMBLE**

1.01 This Agreement is hereby entered into by and between the City of Brunswick, Ohio, hereinafter referred to as the "Employer" and the International Association of Fire Fighters, Local 3568, hereinafter referred to as the "Union" on behalf of the members of the collective bargaining unit hereinafter referred to as employee(s).

ARTICLE II**PURPOSE AND INTENT**

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Brunswick, Ohio; 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**MANAGEMENT RIGHTS**

3.01 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, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, 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 processes; 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) 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; 14) terminate or eliminate all or any part of its work or facilities; 15) evaluate employees.

3.02 All members of the Bargaining Unit will be subject to a physical examination at the discretion of the City. Such physical examinations will be made by a physician or physicians designated and paid by the City and shall not be done in any manner other than with the City's cause for concern of the health of the employee, his/her ability to perform his/her job, or the safety of other departmental employees.

3.03 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 workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE IV

RECOGNITION

4.01 The Employer hereby recognizes the IAFF #3568 as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed and occupying the position of full-time Fire-fighter/Paramedic and Fire Lieutenants, excluding all part-time, seasonal, and temporary employees. Said recognition shall continue for a term as provided by law.

ARTICLE V

NON-DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate against any employee(s) or applicant(s) for employment covered by this Agreement on the basis of race, color, religion, creed, national origin, age, sex, or disability.

5.02 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 VI**DUES DEDUCTIONS**

6.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the IAFF #3568 and regular dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions.

6.02 Initiation fees are to be deducted in two (2) payments. The first pay of the first month of employment and the first pay of the second month of employment. The dues deductions shall be made from each pay period. The Union shall certify to the Employer the amounts due and owing from the employees involved. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next pay check, providing the employee's check is sufficient to cover the deduction.

6.03 The Employer agrees to supply the IAFF #3568 with a list of those employees for whom dues deductions have been made.

6.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the IAFF #3568 within thirty (30) days from the date of making said deductions.

6.05 New Employees who do not become members within thirty-one (31) days following the beginning of their employment may voluntarily consent to pay a fair share fee as a voluntary contribution toward administration of the agreement. An employee is not required to pay fair share fees unless the employee voluntarily consents to do so and the Union shall provide the Employer with evidence that the employee voluntarily consents to pay fair share fees through payroll deduction. Voluntary fair share fees shall be deducted and remitted during the same period of dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. Deductions under this provision may be revoked in the same manner and under the same time frame as Union dues set forth in Section 6.03 above.

6.06 The IAFF #3568 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 IAFF #3568 shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE VII

This Article is meant to be left blank.

ARTICLE VIII**NO-STRIKE**

8.01 The Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

8.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

8.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union holding the Employer harmless from any and all costs arising from the violation of this article.

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

ARTICLE IX**PROBATIONARY PERIOD**

9.01 All newly hired members of the bargaining unit will be required to serve a probationary period of one (1) year. During such probationary period, Employees may be terminated at the sole discretion of the Employer. Such termination shall not be grievable through any grievance or arbitration procedure contained herein or through any Civil Service Commission.

9.02 All newly promoted employees will be required to serve a promotional probationary period of one (1) year. During such period, the Employer shall have the sole discretion to demote such employee(s) to his/her previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein to the State Personnel Board of Review or to any Civil Service Commission.

9.03 If any employee is discharged or quits while on probation and is later rehired, he/she shall be considered a new employee and shall be subject to the provisions of paragraph 9.01 above.

ARTICLE X

WORK WEEK AND HOUR REGULATIONS

10.01 The regular work week period for all employees covered by this Agreement, except those assigned staff functions, shall be an average work week of forty-eight (48) hours consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty time. Personnel assigned staff functions and/or schooling or training, including Armed Services Reserve Duty, shall work forty (40) hours per week, Monday through Friday with Saturday and Sunday normally scheduled off.

10.02 The work period for all employees, except personnel assigned to staff Functions, shall be a recurring twenty-one (21) calendar day period of time which employees shall work one hundred forty-four (144) hours.

10.03 A "kelly day" is a tour given off without pay to employees working a forty-eight (48) hour work week for reduction of hours as stated in Section 10.02, above.

10.04 An employee called back to work before or after his/her shift will be paid a minimum of three (3) hours for each call back. It is recognized that this provision does not apply to an employee who works overtime immediately before or immediately after his/her regular shift.

10.05 Any shift employee who works more than 144 hours in any twenty-one (21) calendar day cycle shall be paid at the rate of time and one-half (1 ½) his hourly rate. Vacation time, compensatory time, bereavement time and holiday time taken off (as detailed in Article 11.01) will be considered as time worked for overtime purposes.

10.06 Employees may elect to take off compensatory time in lieu of premium pay for overtime worked at the sole discretion of the Fire Chief or his/her designee. Such

compensatory time shall be earned at a rate commensurate to the applicable hourly overtime rate. An employee may select a combination of pay for overtime hours worked or compensatory hours for overtime worked. Such designation shall be made at the time pay sheets are turned into Finance.

- A. For each employee, the City will pay out eligible comp hours earned as of the last work day of the first payroll period ending in November. Finance will provide employees with their available balance in November. Employees must have their comp carryover selection to Payroll, in writing, no later than fourteen (14) days after notification of balance by Finance. If written carryover selection is not received by Payroll by the previously mentioned deadline, any balance up to the maximum amount of seventy-two (72) hours will be automatically carried forward. Any hours over the carryover amount will be paid accordingly. Payment will occur as early as practically possible, but no later than December 20th. Accumulation of compensatory time will begin on the first day after the first payroll period ending in November and continue for 365 days. Hours paid shall be at the employee's current rate of pay as of the last work day of the last payroll period ending in November.
- B. When an employee has accrued the maximum compensatory time off, all overtime worked shall be paid at the applicable rate.
- C. Compensatory time must be taken in hourly increments.
- D. Vacation time, holiday time, compensatory time used and bereavement time will be considered as time worked when computing over time.

10.07 Procedure for filling vacancies in the work schedule:

- A. The Fire Chief, or his Designee, shall determine the number of personnel required to fill any shift.
- B. When the Chief, or his Designee, determines that a vacancy exists, a page will be sent out describing the need.
- C. The employee shall have fifteen (15) minutes to respond to the vacancy described.
- D. A seniority list shall be used to determine who will fill the vacancy. This seniority list shall be used to form a list used to fill the vacancies. The list used to

fill vacancies shall be maintained by the Chief or his Designee of the Division of Fire. The list shall be made available to all employees to view upon their request.

E. To be eligible, the employee must be at least a certified professional firefighter in the State of Ohio and a certified paramedic in the State of Ohio.

F. The date shall be placed next to the employee's name, on the list used to fill vacancies, each time the employee fills a shift. If the employee calls in again for another open shift, and no one else calls in, that employee will be awarded the shift.

G. If more than one employee calls in to fill a shift, the one with the least total dates of work entered next to their name on the vacancy list shall be awarded the shift by seniority.

H. Seniority shall prevail.

ARTICLE XI

HOLIDAYS

11.01 Employees shall be credited with and will earn one hundred forty-four (144) hours of holiday time per calendar year. Employees who wish to take holiday time off must receive advance approval of the Fire Chief, or his designee. For each employee, the City will pay out all remaining Holiday hour balances as of the last work day of the first payroll period ending in November at the employee's regular hourly rate. Payment will occur as early as practically possible, but no later than December 20th. The next year's Holiday hours will be available for use the day after the last work day of the first payroll period ending in November. There will be no carry over of any unused Holiday hours.

11.02 Any employee who is hired during the calendar year or retires or is separated from service during the calendar year shall receive a prorated amount of holiday time of pay.

11.03 Any employee who actually works a shift on any of the following holidays will be paid time and one-half (1 ½) his regular straight time wage rate for all hours worked.

New Year's Day
President's Day

Friday after Thanksgiving
Christmas Eve

Martin Luther King Day	Good Friday
Independence Day	Memorial Day
Labor Day	Columbus Day
New Year's Eve	

11.04 Any employee who actually works on either Thanksgiving Day and/or Christmas Day will be paid two (2) times his/her regular straight time for all hours worked on these shifts.

11.05 An additional one-half (1/2) time for MANDATORY holiday shift fill will be included for Thanksgiving, Christmas Eve and Christmas.

11.06 Of the 144 hours of holiday time listed in Section 11.01 above, employees excluding those on transitional work, will be permitted to take off 24-hours, in 6, 12 or 24 increments if notice is provided by 0700 on the day affected and in accordance with departmental policy. This holiday time may be taken as one 24-hour day (0800-0800) or in a combination of 6 or 12-hour increments. Six (6) hour increments may only be taken between the hours of 0800-1400 and 1400-2000. Twelve (12) hour increments may only be taken between the hours of 0800-2000 and 2000-0800. The holidays listed in section 11.03 are restricted from this section. Any changes to departmental policy must be mutually agreed upon before implementation.

(Union agrees to reduce the number of hours for unexcused absences in Section 13.03 from 96-hours to 72-hours).

ARTICLE XII

VACATIONS

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

<u>Upon completion of</u>	<u>VACATION</u>
One (1) year but less than five (5) years	4 tours off
Five (5) years but less than eleven (11) years	6 tours off
Eleven (11) years but less than fifteen (15) years	8 tours off
Fifteen (15) years but less than twenty five (25) years	10 tours off
Twenty five (25) years but less than thirty (30)	12 tours off
Thirty years (30) or more	13 tours off

12.02 Vacation time shall be granted upon the approval of the Fire Chief, or his/her designee, in accordance with Departmental policy.

12.03 In the event an employee with one or more years of service is absent for any reason, he/she shall be eligible for full vacation pay as long as, in the eligibility years his/her days absent do not exceed the sick days for which he/she is eligible, and is for any reason other than the occupational injury, vacation pay will be reduced by the equivalent days absent in the year after sick leave is terminated. This provision does not apply to vacation days earned in the previous year.

12.04 Each employee will be granted vacation based on the number of years of service. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). In case of emergency, the city reserves the right to extend the length of time in which any employee must utilize his vacation time. No pay will be issued in lieu of vacation.

12.04(a) The Year 2005 will be considered the conversion year from anniversary date to calendar year for current full-time employees. The Year 2005 will be the first time vacation is computed on a calendar year basis.

12.04(b) Any full-time employee who does not have a full year of service on December 31, 2004, their conversion period will not be until the first full year after the employee's one-year anniversary.

12.05 An employee shall be deemed to have earned his vacation pay as of his/her eligibility date, even though he/she does not take vacation or receive vacation pay at that time. Further, if the employee with one (1) or more years of service is terminated prior to his/her eligibility date, he/she shall receive vacation pay pro-rated in accordance with the number of months he had worked since his proceeding eligibility date.

12.06 If any employee quits his/her job without two (2) weeks written notice, or is discharged for just cause (except medical reasons), he/she shall not receive his/her pro-rated vacation pay.

12.07 For the purpose of this provision only, an employee who is eligible to retire under the Ohio Police and Fire Pension Fund (i.e., is "pensionable"), such employee shall be permitted to utilize all remaining unused/unearned vacation in his/her year of retirement provided the employee notifies the Employer of his/her retirement with at least three (3)

months notice to the City prior to the retirement date [e.g., employee has six (6) weeks of vacation and uses one (1) week in February in the year of the retirement. The employee has five (5) vacation weeks remaining. The employee plans to retire July 1st. The employee may utilize his five (5) remaining weeks prior to July 1st provided such notice is given by April 1st without having to “pay back” the City for those weeks of vacation.] If three (3) months notice is not given prior to retirement date, and the employee has used unearned vacation, the employee will be required to pay back the unearned portion of vacation that was taken. However, the Fire Chief may accept notification of less than three (3) month’s when considering mitigating factors. Denial of approval of less than three (3) month’s is not grievable. This will be done on a case by case basis. Such factors may include health or illness concerns, family situations, or future employment opportunities of the retiring employee.

ARTICLE XIII

SICK LEAVE

13.01 Each employee will begin accumulating 4.6 hours per eighty (80) hours or 5.52 hours per ninety-six (96) hours after the first month of hire. Each employee will continue to accumulate sick leave.

13.02 In any case where an employee has accumulated five hundred and seventy-six (576) sick hours, provided in above, in a given calendar year, and does not wish to further accumulate the sick time, he/she is entitled to for that year, as an incentive to said employee not to use the sick time beyond five hundred and seventy-six (576) hours, said employee may be reimbursed at the end of said year for sick time not used in excess of five hundred and seventy-six (576) hours at a rate of one-half (1/2) day’s pay for each sick day not used. One half (1/2) day’s pay shall be the individual’s base hourly wage times twelve (12) hours. Payment of these hours shall be made by January 31st. Retroactive payment will not be made at any time.

13.03 An employee who is unable, by reason of sickness, injury, or disability to perform his/her duties, must call the OIC or clerk each day he/she is off, one (1) hour prior to the start of his/her shift. If he/she fails to call one (1) hour prior to the start of his/her shift, he/she will be docked one (1) hour at his/her regular rate. After two (2) consecutive tours of non-hospital sick leave, or seventy-two (72) hours of non-doctor certified sick leave, a doctor certificate shall be presented by the employee in all instances. Sick leave should not be used for office visits or treatment which could be scheduled during non-working hours. A patterned use of sick leave or excessive use or abuse is sufficient grounds for disciplinary action.

13.04 An employee may accumulate more than one thousand one hundred and fifty-two (1,152) hours of sick leave, but one thousand one hundred and fifty-two (1,152) hours is the maximum allowable for cash payment of unused sick leave upon retirement, per Sec. 124.39 of the Ohio Civil Service Laws and Rules.

ARTICLE XIV

BEREAVEMENT LEAVE

14.01 When an employee is absent due to death in his/her immediate family, he/she shall be paid for one tour (shift) at his/her regular rate for the purpose of attending the funeral or for memorial purposes. A member of the immediate family shall be considered an employee's spouse, parents, step parents, children, step children, grandparents, siblings, step siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law or a legal guardian or other person who stands in the place of a parent, or any household member designated as "other relative" in the sole discretion of the Chief. Denials of a designation of "other relative" by the Chief for purposes of bereavement pay shall not be grievable.

14.02 An employee may use sick time, up to one tour (shift) (24 hours) in conjunction with bereavement leave. Evidence must be submitted to the City to verify this issue.

ARTICLE XV

ARMED SERVICE RESERVE DUTY

15.01 Military Leave. Members who serve in the National Guard, U.S. Air Force Reserve, or the U.S. Army Reserve, U.S. Marine Corps Reserve, U.S. Coast Guard Reserve or U.S. Naval Reserve will be granted military leave of absence without loss of pay when ordered to temporary active duty, inactive duty training or when ordered to military training exercises conducted in the field for a period not to exceed twenty-two (22) eight (8) hour work days, or one hundred seventy six (176) hours during each federal fiscal year. "Federal fiscal year" means the beginning on the first day of October and ending on the thirtieth day of September. Such a leave of absence will not affect a person's right to vacation leave, sick leave, or seniority under the applicable collective bargaining agreement.

15.02 Any member who is entitled to military leave as provided in this Section and who is called to military duty for a period in excess of twenty-two (22) eight (8) hour work

days or one hundred seventy six (176) hours in a federal fiscal year, for each fiscal year in which military duty is performed, because of an executive order signed by the President of the United States or an act of Congress is entitled to additional paid leave during the period designated in the order or act. The amount of payment during each month of this additional leave shall be the lesser of:

- (1) The difference between the member's gross monthly wage as a City employee and the sum of his/her gross military pay and allowances received that month; or,
- (2) Five hundred dollars (\$500).

15.03 However, no member shall receive payment if the sum of his/her gross military pay and allowances received in the month exceeds his/her gross monthly wage or salary as a City employee.

15.04 Re-employment of a member who leaves the employment of the City to serve in the armed forces of the United States of America or any branch thereof, shall be governed by the following principles:

- (1) An eligible member shall be re-employed in the position which the member would have been employed if the continuous employment of the member had not been interrupted by the period of military service, or an equivalent position, provided the member is qualified to perform such position.
- (2) Any member must request restoration of the position within ninety (90) days of receiving an honorable discharge from the armed services or the position shall be declared vacant. Nothing contained in this subsection shall obligate the City to pay a member who is on military leave of absence.
- (3) The term "armed forces of the United States" shall be deemed to include such services as designated by the Congress of the United States.
- (4) Nothing contained in this subsection shall obligate the City to re-employ a member whose accumulative absence for military service exceeds five (5) years.

- (5) This subsection shall be interpreted and applied in a manner consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. §43.01 *et seq.* and/or Section 5923.05 of the Ohio Revised Code, as applicable.

ARTICLE XVI

INSURANCE

16.01 Effective January 1, 2020 through December 31, 2024, the employer shall continue to provide employee health insurance which shall be selected by the Employer. The Employer shall have the right to change insurance carriers or coverage so long as the employees retain similar coverage. Employees will be eligible for insurance coverage beginning on the first of the month in which the employee's 90th day of employment falls within.

16.02 In case an employee is absent from work due to layoff or leave of absence, the Employer will not be obligated to pay for insurance coverage beyond the end of the month in which such action begins.

16.03 In the case of an employee's absence from work due to illness or injury which is not the result of his/her work, the City will pay for his/her insurance for a period of ninety (90) days after sick time terminates. When such employee is returned to work, his insurance will commence the first of the month following his return to work.

16.04 Effective January 1, 2014, all employees under the City's plan are required to contribute towards the employee's total premium per month. The per month payment would be applicable regardless of another alternative plan selected by the employee or whether the employee selects single or family coverage. Employees are required to contribute towards the total premium of the plan per month as follows:

	2020	2021	2022	<u>2023</u>	<u>2024</u>
<u>Plan 1</u>	16%	16%	16%	<u>16%</u>	<u>16%</u>
<u>Plan 2</u>	16%	16%	16%	<u>16%</u>	<u>16%</u>
<u>Plan 3</u>	12%	12%	12%	<u>12%</u>	<u>12%</u>

Effective January 1, 2019, seventeen percent (17%) for employees NOT in the Wellness Program – for each Plan.

Any new employee hired after January 1, 2015, shall pay sixteen percent (16%) towards the premium per month for any plan selected beginning January 1, 2019.

16.05 The Employees contribution towards the premium will be deducted per pay period from the Employee's pay. In any event, should an employee not have enough funds available to contribute towards the premium by using bi-weekly pay checks, the Employee will be required to make the Employer whole in what has been paid for the year for the employee in insurance premiums.

16.06 In the event an Employee resigns or is terminated, that Employee will be required to make the Employer whole in the amounts owed by the Employee for premium contribution. This amount will be deducted from the Employee's final paycheck from the City.

16.07 The City will provide more than one option for major medical coverage for the employees when available in the following manner:

- A. In Network - Single Coverage: \$50 Deductible
\$50 Coinsurance
Family Coverage: \$100 Deductible
\$100 Coinsurance
- B. Out of Network - Single Coverage: \$100 Deductible
\$150 Coinsurance
Family Coverage: \$200 Deductible
\$300 Coinsurance
- C. Employees shall pay different amounts for generic prescription and for non-generic prescription. Employees shall pay two (2) prescription co-pays for three (3) month's mail order prescriptions.

16.08 An employee may decline the use of the City's hospitalization, surgical and major medical plans if satisfactory proof is submitted and accepted by the City that the employee is covered by an adequate hospitalization plan. An employee's spouse (if applicable) must also agree to this provision. The City will pay the employee \$1,500.00 for requesting to be completely removed from the City's hospitalization plan, or pay the

employee \$600.00 for changing from a family plan to a single plan. Initial payments for dropping or reducing the above coverage will be based on the number of months the coverage is not used and based on the date Administrative Services is notified of the opting out. In the event spouses are employed by the City, there shall be only one (1) family plan. Payment shall be made once annually by October 31st.

16.09 Each employee will receive a booklet prepared by the hospitalization program setting forth in detail the extent and term of their coverage.

16.10 The City will provide \$1,000 life insurance for every \$1,000 in Employee's base pay. The City will round the coverage to the next highest \$10,000 value. i.e., \$64,000 base hourly pay = \$70,000.

16.11 The City has a flexible spending plan.

ARTICLE XVII

LONGEVITY

17.01 In addition to such annual salary, employees shall receive yearly longevity pay in accordance with the following schedule, and subject to the following terms and conditions:

17.02 Employees shall be eligible for Longevity Pay on the amount shown on a calendar year basis. 2005 was the conversion year from anniversary date to calendar year. Only continuous years of service as an employee for the City shall be used in determining the eligibility for the Longevity Pay. Payment shall be one time annually by October 31st of each year.

YEARS OF CONTINUOUS

SERVICE COMPLETED	2020	2021	2022	2023	2024
0-3	N/A	N/A	\$ 2,500.00	N/A	N/A
4-5	\$ 300.00	\$ 300.00	\$ 2,800.00	\$ 300.00	\$ 300.00
6-7	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 500.00	\$ 500.00
8-9	\$ 700.00	\$ 700.00	\$ 3,200.00	\$ 700.00	\$ 700.00
10-11	\$1,000.00	\$1,000.00	\$ 3,500.00	\$1,000.00	\$1,000.00
12-13	\$1,200.00	\$1,200.00	\$ 3,700.00	\$1,200.00	\$1,200.00
14-15	\$1,400.00	\$1,400.00	\$ 3,900.00	\$1,400.00	\$1,400.00
16-17	\$1,600.00	\$1,600.00	\$ 4,100.00	\$1,600.00	\$1,600.00
18-19	\$1,800.00	\$1,800.00	\$ 4,300.00	\$1,800.00	\$1,800.00
20-21	\$2,100.00	\$2,100.00	\$ 4,600.00	\$2,100.00	\$2,100.00
22	\$2,300.00	\$2,300.00	\$ 4,800.00	\$2,300.00	\$2,300.00
23	\$2,500.00	\$2,500.00	\$ 5,000.00	\$2,500.00	\$2,500.00
24	\$2,700.00	\$2,700.00	\$ 5,200.00	\$2,700.00	\$2,700.00

25	\$2,900.00	\$2,900.00	\$ 5,400.00	\$2,900.00	\$2,900.00
26	\$3,000.00	\$3,000.00	\$ 5,500.00	\$3,000.00	\$3,000.00
27	\$3,100.00	\$3,100.00	\$ 5,600.00	\$3,100.00	\$3,100.00
28	\$3,200.00	\$3,200.00	\$ 5,700.00	\$3,200.00	\$3,200.00
29	\$3,300.00	\$3,300.00	\$ 5,800.00	\$3,300.00	\$3,300.00
30	\$3,400.00	\$3,400.00	\$ 5,900.00	\$3,400.00	\$3,400.00

(\$2,500.00 added to longevity for the 2022 year only and then revert back to previous schedule.)

ARTICLE XVIII

WAGES

18.01 Full-time Fire-fighter/Paramedic in the Division of Fire shall be paid at the following Hourly Rates of pay:

Firefighter/Medic Hourly Pay Rates

<u>Year</u>	<u>Hours</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
2020	2496	19.96	21.02	22.08	23.89	26.16	28.55
2021	2496	20.66	21.76	22.85	24.73	27.07	29.55
2022	2496	21.28	22.41	23.54	25.47	27.88	30.44
2023	2496	21.92	23.08	24.24	26.24	28.72	31.35
2024	2496	22.52	23.72	24.91	26.96	29.51	32.21

Fire Lieutenant Hourly Pay Rates

<u>Year</u>	<u>Hours</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>
2020	2496	30.88	31.23	31.89	32.82
2021	2496	31.96	32.32	33.01	33.96
2022	2496	32.92	33.29	34.00	34.98
2023	2496	33.90	34.29	35.02	36.03
2024	2496	34.84	35.23	35.98	37.02

The 3.75% wage increase in 2020 was comprised of a base rate increase of 2.75% wage increase plus a 1.00% increase to address the parity issue. The 3.5% wage increase in 2021 was comprised of a base rate increase of 2.5% wage increase plus a 1.00% increase to address the parity issue. The 3.0% wage increase in 2022 was comprised of a base rate increase of 2.5% wage increase plus a .50% increase to address the parity issue. The 3.00% wage increase in 2023 was comprised of a base rate increase of 2.50% wage increase plus a 0.50% increase to address the parity issue. The 2.75% wage increase in

2024 was comprised of a base rate increase of 2.75% wage increase only, ending the parity issue.

18.02 Employees will be eligible for merit raises after completion of required time in grade and recommendation from their superior officer. No employee shall be permitted to take an advancement test unless he/she has two (2) years in their current rank (from date of appointment).

18.03 The City and the Division of Fire recognize that meeting the Mission Statement takes commitment from its FireMedics and Lieutenants. Part of the Commitment comes from continuing proficiencies. The Division recognizes the following proficiencies as part of the Fire Medic and Lieutenant's development process. Employees shall receive an annual Professional Pay, paid by October 31st in the following amounts:

	Paramedic Certification				
	Firefighter II Certification				
	ACLS Certification				
	2020	2021	2022	<u>2023</u>	<u>2024</u>
Fire Medic	\$3,000.00	\$3,100.00	\$3,200.00	<u>\$3,200.00</u>	<u>\$3,200.00</u>
Lieutenant	\$3,700.00	\$3,800.00	\$3,900.00	<u>\$3,900.00</u>	<u>\$3,900.00</u>

Effective January 1, 2010, in exchange for the above, the members agreed to eliminate uniform maintenance pay.

ARTICLE XIX POLICE & FIRE DISABILITY AND PENSION FUND

19.01 The City will maintain the Police and Fire Fighter's Disability and Pension System.

19.02 The City will pay the Employee's retirement contribution up to a maximum amount of 12.25%

19.03 The City will provide deferred compensation retirement plans.

ARTICLE XX**LAY-OFF AND RECALL**

20.01 When the Employer determines a lay off is necessary due to lack of work, lack of funds, abolishment of positions, curtailment of functions, or for the reasons of economics, the Employer shall notify the affected employee, in writing, at least thirty_(30) days in advance of the effective lay off.

20.02 When the Employer determines lay offs will occur, affected employees will be laid off according with their departmental seniority with the least senior being laid off first.

20.03 Before any full-time employee may be laid off, all part-time employees will be first laid off.

20.04 Employees who are laid off shall be placed on a recall list for a period of four (4) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled.

20.05 Notice of recall shall be sent to the employees by registered mail, with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice, by registered mail, to the last mailing address of the employee.

20.06 The recalled employee shall have seven (7) calendar days, following the date of receipt of the recall notice, to notify the Employer of the employee's intention to return to work. The employee shall have fourteen (14) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date is otherwise specified in the notice.

20.07 In the event the recalled employee fails to notify the Employer of his/her intent to return to work or fails to report to duty after being notified as set forth in this provision, the employee's recall rights shall be exhausted and forfeited with no further rights of recall or right to return to work.

ARTICLE XXI**MISCELLANEOUS**

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

employee for the time expended taking such examination to the extent that such time is beyond the employee's shift. Such medical examination shall not be done in any manner other than with the Employer's cause for concern of the health of the employee, his/her ability to perform his/her job, or the safety of other departmental employees.

21.02 The Union will be allowed one (1) bulletin board for official Union notices, to be located in the locker room. Any materials placed on the bulletin board shall be signed by a representative of the Union and a copy provided to the Employer at the time of posting. There shall be no posting of inflammatory material, or material which may be defamatory in nature.

21.03 Classification Seniority shall be defined as the employee's length of continuous full-time service in said classification (job title). Such seniority shall be utilized in determining all matters that are exclusive to the classification. Departmental seniority shall be defined as the employee's length of continuous full-time service in the Brunswick Fire Department.

21.03A Departmental seniority shall be the determining factor in the selection of all leave time off such as vacation, holidays and FLSA time off, subject to the operational needs of the Department. Departmental seniority will be used in scheduling of days off until Department policy dictates "first come first serve" basis in effect.

21.04 The City agrees to staff the Division of Fire with a minimum of twenty-four (24) full-time FireMedics/Fire Lieutenants. The City, after consultation with the Union may change the staffing level due to a financial or budgetary downturn as documented by the City's finance director.

ARTICLE XXII

LINE OF DUTY INJURY LEAVE

22.01 If a member of the Division of Fire's absence from work is because of an illness or injury that occurred during the actual discharge of their duty, and said illness or injury is compensable under the Ohio Worker's Compensation Law, injury leave benefits may be granted as provided by the City of Brunswick.

22.02 A line of duty injury leave benefit of up to ninety (90) calendar days with pay, with the approval of the Employer, may be granted as a result of an injury on duty. Such leave may be granted by the City Manager/Safety Director, or his/her designee, based upon the recommendation of the employee's Department/Division Head and upon

submittal by the Employee of a statement from a licensed physician justifying that the Employee is unable to return to full work status due to the injury/illness. Such approval shall not be unreasonably withheld.

22.03 If, at the end of this ninety (90) day calendar 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 or portion thereof.

22.04 Such leave shall not be charged against the Employee's sick leave balance unless it is determined that the illness or injury is a non-work related illness or injury and is not compensable under Ohio Worker's Compensation Law. Should payments be made by the Employer to an Employee for an injury that is subsequently found to be a non-compensable injury, such payments made by the Employer shall be deducted from the Employee's accumulated leave credits in this order (e.g., sick leave, vacation, holiday pay, etc.) or payroll deduction.

22.05 Absence from duty with pay resulting from injuries received in the actual discharge of an Employee's duties shall not exceed ninety (90) calendar days from the date the Employee was first compelled to be absent from duty as a result thereof unless an extension of the period is approved by the Employer after the review of the investigation and written report.

22.06 An injured Employee shall immediately report any injury received on duty to supervision. Administrative Services shall be notified via verbal communication as soon as practical. The supervisor shall report the injury up the chain of command to the Fire Chief. All written report forms designated by the Division of Fire Rules and Regulations and City Policy pertaining to injuries received during the actual performance of duties shall be completed by the Employee's next shift, Kelly Day included. An *original* of the report shall be filed with Administrative Services. Failure to report an injury on duty within the prescribed time periods may render the Employee ineligible for injury duty leave benefits.

22.07 If the Employee is personally unable to report and/or fill out the written report of injury due to their incapacity, the supervisor may fill out the form for the Employee.

22.08 The Employee shall cause a certified physician to file a written report with the appropriate agencies. Such reports shall contain a description and diagnosis of the injury and a prognosis which shall include the nature and extent of the disability, any

restrictions the employee may have, and an estimated length of time necessary for recovery and return to duty date.

22.09 The injured Employee is responsible for filing status reports relating to the injury with the Fire Chief and Administrative Services every thirty (30) days (defined as Monday through Friday, 0830 to 1700) after the injury for the duration of lost time.

22.10 The Employee will not be entitled to the line of duty injury benefits of this provision if the Employee refuses to submit to a medical examination or the physician examining him/her reports that the Employee/s injury does not prevent him/her from duty.

22.11 The City of Brunswick may require an employee be examined by a certified physician chosen by the City Manager/Safety Director or his/her designee.

22.12 The City of Brunswick may, based on the recommendation of either or both physicians, require the Employee to report for duty to perform the job that is compatible with recommendations of either physicians. A refusal of duty as above described will terminate the Employee's eligibility for line of duty injury leave.

22.13 The City of Brunswick is committed to a strong return to work program. Therefore, every effort to develop transitional duty for all injured Employees will be made within a physician's imposed work restrictions. When the Employee is assigned to transitional work status, he/she is no longer on line of duty injury leave benefits.

22.14 While on line of duty injury leave, an Employee will continue to accrue fringe benefits, including seniority assigned to his/her normal position. Any holiday or vacation time which would have been scheduled during a line of duty injury leave shall be rescheduled within a reasonable time period following the Employee's return to full duty.

ARTICLE XXIII

WELLNESS PROGRAM

23.01 The Union and the Administration desire to promote health and fitness for its employees.

23.02 A Wellness Program has been designed with certain criteria. It is the responsibility of each employee who wishes to participate in the program to comply with

all criteria required in order to receive the wellness payment. A report will be received from a Third Party Administrator as to who has complied with the required criteria.

2020	2021	2022	<u>2023</u>	<u>2024</u>
\$800	\$800	\$800	<u>\$800</u>	<u>\$800</u>

All or part of the following criteria will be considered for 2017 and 2018: Health Risk Assessment, Tobacco Certification, Physical, Biometrics and Lunch and Learn. The Union and Health Care Committee will have input into the required criteria for 2019.

Beginning in 2020 Six (6) criteria as approved by the Health Care Committee will be required. The required six (6) criteria will be: (1) Health Risk Assessment, (2) Tobacco Affidavit, (3) Physical, (4) Biometric Screening, (5) Lunch and Learn, (6) Wellness Challenge.

Starting in 2021, employees with family medical insurance coverage could receive an additional \$250.00 stipend if their spouse is a covered person under the city medical insurance plan and participates in BE WELL by completing a yearly physical and yearly biometrics screening. The employee must successfully complete the requirements to receive the annual stipend for their spouse. If spouses are employed by the city, each spouse can only qualify for one wellness stipend from this article. The additional spouse participation stipend is voluntary.

23.03 Participation in the program will not be held in a punitive nature against any employee. There will no longer be a nicotine mandate or fitness test associated with Wellness.

23.04 Payment for meeting program criteria will be made one (1) time by October 31st.

23.05 The Union and the City recognize that firefighters are at an elevated risk for cancer and will meet through the Labor-Management Safety Committee with the goal of addressing this elevated risk.

ARTICLE XXIV

TEXT MESSAGES

24.01 The City shall pay an annual stipend of \$120.00 to FireMedics for receiving text messages on their personal cell phones as pages. In order to receive this stipend, a FireMedic must have a cell phone and it must be able to send/accept text messages. If a Lieutenant uses a City cell phone, this stipend is not available to them. A Lieutenant must

declare by January 1st if they will carry a City cell phone or a personal cell phone. The payment of One Hundred Twenty dollars (\$120.00) is payable by October 31st of each year for that year. Such payment shall be prorated upon separation.

ARTICLE XXV**USE OF CITY VEHICLES**

25.01 All employees are subject to the Employer's Use of City Vehicles Policy, and all amendments or revisions.

ARTICLE XXVI**CONFORMITY TO LAW**

26.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

26.02 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 but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provisions(s) thereof had not been included herein.

ARTICLE XXII**TOTAL AGREEMENT**

27.01 This Agreement represents the entire agreement between the Employer and the IAFF 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. The Employer agrees that it will not exercise its rights under this Article in any arbitrary or capricious manner.

ARTICLE XXVIII**OBLIGATION TO NEGOTIATE**

28.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or 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.

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

28.03 This Article shall not operate to bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate.

ARTICLE XXIX**GENDER AND PLURAL**

29.01 Whenever the context so requires, the use of 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 gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXX**HEADINGS**

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

ARTICLE XXXI**LEGISLATIVE APPROVAL**

31.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XXXII**DURATION**

32.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2023 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2024.

32.02 All Union negotiations shall follow Ohio Revised Code 4117 for commencing negotiations.

32.03 All negotiation sessions shall be closed to the public and media and conducted during a time mutually agreed upon by the respective parties, and the parties agree to not "go public" with the issues of the negotiations without giving the other party prior notice of such intent.

32.04 In the event the parties are unable to reach agreement by December 31st, or a date mutually agreed upon, all of the terms in each Article of this Agreement shall be deemed exhausted, provided the parties may extend the Agreement and/or this section by mutual agreement.

ARTICLE XXXIII**GRIEVANCE PROCEDURE**

33.01 Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and, except for Step 1, shall have the right to be represented by a person of his/her 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 lowest step of this procedure.

33.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation or alleged violation of only the specific and express written provision of this Agreement.
- b) Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- 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 aggrieved party.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

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

- a) Except at Step 1, all grievances shall include: 1) the name and position of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the grievance; 3) the time and place where the alleged events or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 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 aggrieved party 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 2 (City Manager/Safety Director).
- d) The preparation of grievances shall be conducted only during non-working hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with

the terms of this Agreement and the employee shall follow the chain of command for purposes of notification only. Such notification shall not be construed as request to go further. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

- f) The grievant may choose whomever he/she wishes to represent him/her at any step of the grievance procedure. The Union shall have the right to be present at any step of this procedure, even though such presence is not requested by the Employee.
- g) This procedure shall be the sole and exclusive procedure available for disputes concerning any type of discipline or discharge actions.
- h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- i) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

33.04 All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1:

An employee who believes he/she may have a grievance shall notify the Chief of Fire in writing of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief and/or his designee will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved at Step 1, it may be presented as a grievance to the City Manager/Safety Director within five (5) days of the informal meeting or notification of the Chief's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Chief fails to give the aggrieved party an answer. Copies of the written decisions shall be submitted with the appeal. The City Manager/Safety Director or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The City Manager/Safety Director or his designee, shall issue a written decision to the employee, with a copy to the employee's representative, if any, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 2, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

33.05 A copy of all communications shall be sent to the Union.

ARTICLE XXXIV**DISCIPLINARY PROCEDURE**

34.01 This procedure shall only apply to all non-probationary employees covered by this agreement.

34.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) working days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

34.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

34.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

34.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

34.06 Discipline shall not be implemented until either:

- A. the matter is settled, or
- B. the employee fails to file a grievance within the time frame provided by this procedure, or
- C. the penalty is upheld by the City Manager/Safety Director after a pre-disciplinary hearing, or
- D. the Employer, at its discretion, may impose discipline after an arbitration award in the event the Union submits such disciplinary grievance to arbitration.

34.07 Disciplinary actions that are more than five (5) years old, shall not be used in future disciplinary actions.

ARTICLE XXXV

ARBITRATION PROCEDURE

35.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision at Step 2, or a time limit default by the Employer at Step 2, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will attempt to mutually select an arbitrator. In the event the parties can not reach an agreement on the selection of an arbitrator, the Union will file for an

arbitration panel from the Federal Mediation and Conciliation Service (FMCS) which shall specifically request only names of arbitrators from the State of Ohio, Metropolitan Region. Within fifteen (15) days of receipt of the arbitration panel, the parties shall select an arbitrator through the alternative strike method with the Union striking first.

35.02 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.

35.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

35.04 The hearing(s) shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.

35.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. In the event the arbitrator renders a split decision by neither denying nor sustaining the grievance in full, the costs of the arbitration shall be split equally between the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

35.06 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.

35.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

35.08 An arbitrator shall be agreed upon by both parties.

35.09 When an Employee is notified of his/her termination from the Division of Fire by the City Manager/Safety Director, the City shall pay the employee five (5) tours of duty (not to include a Kelly Day) with medical benefits and continuation of pension benefits.

35.10 If an Employee/Union takes the termination to arbitration and an arbitrator affirms the termination by the City, the Employee shall be responsible for reimbursing the City shall pay and benefits (health care premium and pension) that the City paid the Employee or on behalf of the Employee (5 tours of duty).

35.11 The City will hold in abeyance, until the arbitrator renders an opinion and award, any vacation, holiday pay or other paid benefits due the employee to offset monies owed the City due to affirmation of the termination by an arbitrator. If there are not enough monies available, the employee shall be responsible for paying the entire restitution to the City within thirty (30) days from the date of the affirmation.

35.12 In the event such payment is not made within the thirty (30) days, and the City files with a court of law for restitution, the Employee shall also be responsible for the payment of filing fees, attorney fees and interest (including pre and post judgment interest).

ARTICLE XXXVI

FAMILY MEDICAL LEAVE

36.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 (FMLA), and as set forth herein below.

36.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave. Any paid or unpaid leave shall be included in the computation of FMLA leave herein. If spouses work for the Employer, the twelve (12) weeks used for FMLA shall be in a combined fashion.

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

36.03 The annual twelve (12) month period shall commence and be measured forward from the date of the employee first uses the leave set forth above.

36.04 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

36.05 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

36.06 Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

36.07 Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

ARTICLE XXXVII

LEAVE OF ABSENCE

37.01 The nature of our operations is such that attendance on the job is critical. Employees who do not maintain good attendance records can be subject to disciplinary action. In unusual circumstances, however, employees are required to be away from their work for extended periods of time. If such a situation occurs, the City may make available the following Leave of Absence policies for employees who have been employed for more than six (6) continuous months:

1. **MILITARY LEAVE:** Employees drafted into the Armed Forces of the U.S. government, or otherwise conscripted by the Government, shall be granted a Leave of Absence for their duration with the Government. Upon termination of service with the Government, the employee shall be returned to work at his/her regular job with all his/her rights and privileges enjoyed including seniority accrued to the date of termination, provided he/she is able to do such work physically, and that he/she applied for re-instatement within ninety (90) days' time limit specified in the Universal Military Training and Service Act.

2. **LEAVE OF ABSENCE:** Upon any written application, any employee who has been actively and continuously employed by the City for two (2) years may be granted a Leave of Absence without pay, for a period not to exceed sixty (60) days. Except in emergency situations, the employee must make application for such leave, at least two (2) weeks prior to the date leave is to commence. The City, in its discretion, can extend a

leave of Absence for a period not to exceed an additional sixty (60) days. Leave of Absence will be granted only where the requirements permit, except for actual emergencies. Employees securing leave of Absence under false pretenses shall be discharged immediately. Employees granted a Leave of Absence shall notify their superior two (2) days in advance if they desire to return to work before the expiration of Leave. A Leave of Absence not in excess of thirty (30) days shall be included as active and continuous employment for vacation purposes.

3. EMPLOYMENT WHILE ON LEAVE OF ABSENCE: Any employee who is on Leave of Absence and engages employment without the written consent of the City during the time he is on such Leave of Absence, shall lose his seniority and/or be subject to discharge.

ARTICLE XXXVIII

COURT APPEARANCE

38.01 Off duty FireMedics when appearing in Court as a witness for Fire related testimony shall be paid a minimum of four (4) hours pay on a scheduled day off. Payment shall be made at the appropriate rate under the provisions of this agreement.

ARTICLE XXXIX

POLYGRAPHS

39.01 If a member of the Division of Fire is required to take a polygraph test due to charges brought from an outside source, that individual making the charge will first be required to take a polygraph. If the individual making the charge is found to be lying, the City will attempt to prosecute.

39.02 If the charge is from an internal investigation, the Division of Fire employee may be required to submit to a polygraph.

39.03 If the polygraph indicates the Division of Fire employee is not truthful, a second polygraph and/or voice stress analyzer test will be given to the employee.

ARTICLE XL

OFFICER IN CHARGE

40.01 Whenever possible, a Lieutenant or other ranking officer shall be scheduled for shift supervision. If a Lieutenant or ranking officer is not available due to vacation,

Kelly days, compensatory days, schools, etc., then a Firefighter OIC will be assigned from those who have completed the OIC training program approved by the Fire Chief or his designee.

40.02 When a firefighter is assigned as an OIC, he/she shall assume the duties of an OIC and receive an additional \$3.00 per hour for the hours worked as an OIC.

40.03 When a lieutenant is designated as Acting Chief or Acting Assistant Chief, they shall receive an additional \$2.25 per hour. A maximum number of eight (8) hours will be paid, if needed, per day.

ARTICLE XLI

UNIFORM ALLOWANCE

41.01 Employee shall be given a clothing allowance as follows:

2020	2021	2022	2023	2024
\$950.00	\$950.00	\$950.00	<u>\$950.00</u>	<u>\$950.00</u>

annually to be provided through City purchase order. To be issued on January 1st of each year and expire December 31st of each year. The City shall order (buy) a full complement of uniforms and order (buy) or supply a full set of “turn out” gear to each newly hired employee within thirty (30) days of hire, unless unavailable for delivery.

41.02 Uniform allotment to be issued within thirty (30) days of hire:

- 5 Shirts (short sleeve/golf shirt)
- 5 Pairs of trousers
- 1 Belt
- 5 Tee Shirts
- 1 Light weight jacket

41.03 All newly hired and newly promoted employees will be supplied a Class “A” Dress Coat and Pants, including a name plate, 3 badges, a hat badge and hat, and 1 (One) tie. All employees will also be supplied an approved reflective jacket. All uniforms and equipment shall be returned to the City upon termination of employment.

41.04 Any changes to uniforms shall be phased in, such that employees shall have one year from the time the new uniform items become available to order new items.

ARTICLE XLII**TIME EXCHANGE**

42.01 With prior approval of the Fire Chief or his designee, Employees may have the right to exchange time subject to the following provisions:

A. Under no circumstances shall the City of Brunswick be required or obligated to insure repayment of time under provisions of this Article.

42.02 The total number of hours worked in a given work period shall not, for the purpose of computing overtime pay, include hours worked as a result of a trade of time.

42.03 Time exchange made under this Article shall not result in payment of overtime to any employee.

Article XLIII**RECREATION CENTER MEMBERSHIP**

43.01 A single membership to the Brunswick Community Recreation and Fitness Center will be offered to Fire/Medics and Fire Lieutenants. Employees deciding to accept the membership will be required to sign up for the benefit. This membership is not mandatory nor is it automatic. If a single membership is accepted, the value of this membership will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

43.02 If an employee chooses to enroll in a family membership, the single membership amount will be deducted from the total family amount. The employee would be required to pay the difference between the single and family membership. The single membership amount will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

ARTICLE XLIV**SEVEN MEMBERS ON DUTY**

44.01 When seven (7) members are on duty and report to the Station for duty, a member may ask the Lieutenant, or Officer in Charge for the day, if they may leave and go home for the day and use vacation, compensatory time or holiday hours to get paid for the time.

44.02 In order to be able to do this, seven (7) members must have reported to the station; that a member must ask to leave by 8:30 a.m.; that leaving may not cause overtime; time off will be on a seniority rotation basis; that a member is not entitled to "call out pay" for the one-half hour of time prior to 8:30 a.m., and that being able to leave or not leave is not grievable.

44.03 Any overtime worked and earned may be split between compensatory time earned or overtime paid at 1-1/2 times an employee's regular rate of pay, at the sole discretion of the Employer.

44.04 This Article does not create a precedent or procedure with regard to minimum staffing. The determination of minimum staffing is and remains exclusively a management right and this Article does not create any contractual obligation of the City to maintain a minimum staffing in the Division of Fire.

ARTICLE XLV

PURCHASE OF FIRE HELMET AT RETIREMENT

45.01 When a FireMedic is pensionable and chooses to retire in good standing, the retiree may purchase his/her fire helmet for the cost of one dollar (\$1.00). In the event the helmet is two (2) years or less from its issue, the Chief may, at his/her sole discretion, make an alternate helmet available for purchase.

45.02 The Fire Chief, at his/her sole discretion may refuse to allow the sale of a fire helmet to a retiree. This decision is final and may not be grieved.

ARTICLE XLVI

TRANSITIONAL WORK

46.01 The City may, at its discretion, temporarily assign employees to transitional work in accordance with the City's Transitional Work Policy. Employees' assigned transitional work shall be subject to the hourly rates listed at the end of this article.

46.02 Scheduled holidays, vacation or compensatory time during a transitional work week will be rescheduled.

46.03 Any employee who works and completes a 40-hour work week in a transitional work program will be construed to have worked a 48-hour work week for

purposes of overtime calculation under Section 10.02 during a recurring twenty-one (21) calendar day period which the employee works 144 hours.

Firefighter/Medic Transitional Work Hourly Pay Rates

Year	Hours	Start	6 Months	1 Year	2 Year	3 Year	4 Year
2020	2080	23.95	25.22	26.49	28.67	31.39	34.26
2021	2080	24.79	26.11	27.42	29.68	32.48	35.46
2022	2080	25.54	26.89	28.24	30.57	33.46	36.53
2023	2080	26.30	27.70	29.09	31.48	34.46	37.62
2024	2080	27.03	28.46	29.89	32.35	35.41	38.66

Fire Lieutenant Transitional Work Hourly Pay Rates

Year	Hours	Start	6 Months	1 Year	2 Year
2020	2080	37.05	37.47	38.27	39.38
2021	2080	38.35	38.79	39.61	40.76
2022	2080	39.50	39.95	40.80	41.98
2023	2080	40.68	41.15	42.02	43.24
2024	2080	41.80	42.28	43.18	44.43

ARTICLE XLVII

LABOR MANAGEMENT SAFETY COMMITTEE

47.1 There shall be a Labor-Management/Safety Committee consisting of up to three (3) Union representatives and up to three (3) Employer representatives.

47.2 The committee shall meet at the request of either party or at least quarterly, unless mutually waived, to discuss matters of mutual concern, excluding those issues subject to the Grievance Procedure or collective bargaining.

47.3 The committee shall have the authority to make recommendations to the Union and Employer.

ARTICLE XLVIII

EXECUTION

48.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 20__.

FOR THE IAFF:

FOR THE EMPLOYER:

Micah Potts

Carl S. DeForest
City Manager/Safety Director

Paul Morselli

Matthew Agar

Donald Schrubb

DIRECTOR OF FINANCE CERTIFICATE

I, Todd Fischer, hereby certify that sufficient funds are in the City Treasury, or in the process of collection, to the credit of proper fund, free of any outstanding encumbrances or obligations. This certificate is based on current information.

Todd R. Fischer
Director of Finance

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into between the City of Brunswick (Employer) and the Brunswick Firefighters, IAFF Local 3568 (Union) and memorializes the following understandings and agreements:

1. The parties are signatories to a three-year collective Bargaining Agreement (CBA) commencing on January 1, 2020 and expiring on December 31, 2022.
2. The parties further agree to a one-year CBA extension inclusive of January 1, 2023 through December 31, 2023.
3. The terms of the 2020-2022 shall be extended through December 31, 2023 except for wages and professional pay. With regard to wage increases, the IAFF bargaining unit will receive the same percent wage increase paid to (received by) the Fraternal Order of Police, Lodge #15 (Patrol) unit. In addition to any base pay increase as the FOP, this IAFF bargaining unit shall also receive an additional one-half percent (0.5%) base increase over any increase granted/awarded to the FOP in an effort to achieve closer parity between the base wages of the police and fire bargaining units.

Further, in the event the FOP members (Patrol) receive an increase in Professional Pay in calendar year 2023, the same amount of Professional Pay increase will be awarded to the IAFF bargaining unit.

This MOA is entered into this _____ day of _____, 2020.

FOR THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 3568:

FOR THE CITY OF BRUNSWICK:

PROPOSED LEGISLATION



DATE: 10/25/2021

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Jim Foster

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 102-2021** - An ordinance accepting an extension of the Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical Employees of the Division of Fire) for a period of two (2) years effective January 1, 2023 through December 31, 2024. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl Deforest*)

BACKGROUND: The current Collective Bargaining Agreement with the International Brotherhood of Teamsters (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical employees of the Division of Fire) expires on December 31, 2022; and the City of Brunswick and the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical employees of the Division of Fire) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement Extension effective January 1, 2023 through December 31, 2024

PURPOSE AND EXPLANATION: To provide wages and benefits for union employees

IMPLEMENTATION SCHEDULE: Ordinance shall take effect and be in force from and after the earliest period allowed by law

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The 2023 and 2024 budgets will be compiled at a later date. The budget must follow the requirements of budgetary laws contained in the City Charter and ORC Section 5705. Costs associated with the Collective Bargaining Agreement are required to be appropriated by City Council in order to be paid.

RECOMMENDED ACTION:

One Reading	No
-------------	----

Two Readings	No
Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?
Ordinance to be read three (3) times

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 102-2021

BY: Committee-of-the-Whole

AN ORDINANCE ACCEPTING AN EXTENSION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 52 (DIVISION OF FINANCE, PARKS AND RECREATION, PERMITS AND INSPECTIONS AND CLERICAL EMPLOYEES OF THE DIVISION OF FIRE) FOR A PERIOD OF TWO (2) YEARS EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2024.

WHEREAS: The current Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical Employees of the Division of Fire) will expire on December 31, 2022; and

WHEREAS: The City of Brunswick and the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical Employees of the Division of Fire) have bargained collectively and agreed to the terms and conditions of an extension of the Collective Bargaining Agreement effective January 1, 2023 through December 31, 2024.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the Council of the City of Brunswick hereby accepts the extension of the Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical Employees of the Division of Fire) for a period of two (2) years effective January 1, 2023 through December 31, 2024, as attached hereto as Exhibit "A".

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

AN AGREEMENT

between

THE CITY OF BRUNSWICK

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 52

**FOR EMPLOYEES OF THE DIVISION OF FINANCE,
PARKS & RECREATION, PERMITS & INSPECTIONS
AND CLERICAL EMPLOYEES OF THE DIVISION OF FIRE**

EFFECTIVE: January 1, 2020

EXPIRES: December 31, 2022

EXTENSION: January 1, 2023 to December 31, 2024

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ARTICLE I**PREAMBLE**

1.01 This Agreement is hereby entered into by and between the City of Brunswick, hereinafter referred to as the "Employer" and the International Brotherhood of Teamsters Local 52, hereinafter referred to as the "Union".

ARTICLE II**MISCELLANEOUS**

2.01 Notwithstanding any other provision in this Agreement, the Union may request discussions with the Employer once annually regarding staffing concerns and the utilization of part-time, seasonal or casual personnel. If requested, the Employer shall meet with the Union for such discussions within fourteen (14) days of such request. Nothing in this Article shall affect or limit management's rights.

ARTICLE III**RIGHTS OF THE PARTIES**

3.01 The City reserves and retains solely and exclusively, all of its common law rights to manage the business of the City, as such rights existed prior to the execution of this Agreement subject, however, to the provisions of this Agreement. Matters of inherent management policy which are not abridged by this Agreement, shall include, but are not entitled to such areas of discretion or policy as the functions and programs of the City's standard of service, its overall budget, utilization of technology, organizational structure and selection and direction of personnel, determination of the number of hours per day or per week operations shall be carried on, determination of the number of employees required, the assignment of such work to employees in accordance with the requirement termed by the City, the establishment and change of work schedules, the right to make and enforce reasonable rules for maintenance of discipline, the right to suspend, discharge or otherwise discipline employees for cause, the right to contract out work, and otherwise to take such measures as the City may determine to be necessary for the orderly and efficient operation of City business.

3.02 For the purpose of administering this agreement and ascertaining whether or not this agreement is being observed by the parties, representatives of the Union shall only be permitted access to the City's facilities at reasonable times to confer with the City and employees, with prior approval of the City Manager or his designated representative.

3.03 The City shall provide a bulletin board for the purpose of posting Union notices.

3.04 The City will attempt to make available to the Union a suitable meeting facility at City Hall during non-work hours, which does not interfere with City operations, for the purpose of conducting local Union meetings.

3.05 The City shall post on the Union bulletin board, two (2) days in advance to the institution of new rules or changes in existing rules.

3.06 A list of bargaining unit employees, designated by name, address and current wage classifications shall be made available to the Union and Steward on a reasonable request basis.

3.07 The Union shall have the right to inspect and audit, at the City's premises at a mutually agreed upon time, where such records are customarily maintained, all payroll records, time sheets and other records or documents which relate to any filed grievance under this Agreement.

ARTICLE IV

RECOGNITION

4.01 The City recognizes International Brotherhood of Teamsters Local 52 as the sole and exclusive representative for regular full-time employees of City Hall, excluding casual employees, seasonal employees, student employees employed during their vacations, management level employees, supervisors, first level supervisors, confidential employees and elected officials of the following divisions and departments:

- a. Department of Public Service, Division of Permits and Inspections
- b. Department of Finance
- c. Department of Parks and Recreation
- d. Clerical employees of the Division of Fire

Specifically excluded Employees:

- a. Confidential Employees
- b. Supervisors

ARTICLE V**NON-DISCRIMINATION**

5.01 No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

5.02 Neither the City nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on the basis of race, color, religion, creed, national origin, age, sex, or disability.

ARTICLE VI**DUES DEDUCTIONS**

6.01 The Finance Director is hereby authorized to deduct from compensation payroll to Union employees covered by this agreement, such amount as may be authorized by said employee, in writing, for the purpose of payment to International Brotherhood of Teamsters Local 52 for dues.

6.02 The employer agrees to deduct monthly Union dues, and/or Union assessments of the local Union from the first pay of each month, from any employee from whose written authorization is received and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made.

6.03 Dues check off authorization is to be voluntary, but once given, it may not be revoked until fifteen (15) days prior to the expiration of this Agreement.

6.04 The Union agrees to indemnify and save the employer harmless from any and all claims, suits, and other forms of liability arising out of actions taken by the employer for the purpose of complying with provisions of this article.

6.05 New Employees who do not become members within thirty-one (31) days following the beginning of their employment may voluntarily consent to pay a fair share fee as a voluntary contribution toward administration of the agreement. An employee is not required to pay fair share fees unless the employee voluntarily consents to do so and the Union shall provide the Employer with evidence that the employee voluntarily consents to pay fair share fees through payroll deduction. Voluntary fair share fees shall be deducted and remitted during the same period of dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction.

Deductions under this provision may be revoked in the same manner and under the same time frame as Union dues set forth in Section 6.03 above.

6.06 If a new employee declines to become a member of the Union, the City will inform the Union and will permit a representative of the Union to meet with the newly hired employee, for no more than fifteen (15) minutes, to discuss with the new employee what the Union does and the benefits of Union membership. This time will be considered paid time for the employee. If the Union representative is also an on-duty employee within the bargaining unit, the Union representative will also be paid for this time at their normal hourly rate and without penalty.

ARTICLE VII

CERTIFICATIONS

7.01 The City and the Parks Department recognizes the importance of herbicide and pesticide control within the City of Brunswick. In order to encourage the development of our employees in this area, the City will pay each employee of the Parks Department Five Hundred Dollars (\$500.00) annually for obtaining and retaining certification in herbicide and pesticide control. In order for payment to be made, a copy of an employee's certification must be presented to the Parks and Recreation Director, Payroll and Administrative Services by October 1st. Payment shall be made by October 31st. Beginning in the year 2021, the annual certifications pay will be Six Hundred Dollars (\$600.00).

ARTICLE VIII

NO-STRIKE

8.01 There will be no strikes or lockouts over disputes involving the interpretation or application of the expressed terms of this Agreement. Such disputes will be resolved through the grievance procedures of this Agreement.

8.02 The City shall provide safe access on and off City property during the deployment of a primary picket line at the employee's place of employment.

ARTICLE IX

PROBATIONARY PERIOD

9.01 Seniority for newly hired employees shall accrue from the original date of hire once a probationary period of one hundred eighty (180) days has been satisfied.

ARTICLE X**WORK WEEK AND HOUR REGULATIONS**

10.01 A normal work week for City Hall and Building Department consists of five (5) days, Monday through Friday from 8:30 a.m. to 5:00 p.m. A normal work week for the Parks Department consists of five (5) days, Monday through Friday from 7:00 a.m. to 3:30 p.m. One-half ($\frac{1}{2}$) hour is provided each day for lunch along with two (2) ten (10) minute coffee breaks.

10.02 When production requirements necessitate, six (6) days of work, Saturday will be part of the normal work week. The City will attempt to give twenty-four (24) hour notice of its intentions to operate on Saturday and/or Sunday.

10.03 The employee lunchroom shall not be used during regular working hours for closed meetings which would interfere with employee lunch periods and coffee breaks unless the Employer notifies employees on the prior work day.

10.04 Overtime shall be paid at a rate of time and one-half for all hours worked over eight (8) hours per day. Same overtime hours worked may be taken as compensatory time off, at a rate of one and one-half hours off for each hour worked, at the discretion of the Department Head. Each employee must make a choice of pay or compensatory time upon submission of their time sheet for that pay period. Compensatory time must be used one (1) year from the date it is earned. If an employee is unable to use their compensatory time within the one (1) year limit because of work load, sickness, or other circumstances arising within the operation, the Department Head may grant an extension of time for the usage of same compensatory time.

10.05 Overtime shall be distributed as equitable as practicable within work units. Permanent employees, in the work unit, shall be offered overtime before overtime is offered to temporary employees.

10.06 Any employee who continually fails to report to work on time or leaves his work station early, during normal work hours and/or during overtime, shall have his pay reduced according to the following schedule:

- a. Loss of six (6) to twelve (12) minutes of work: .2 hrs. of pay deduction
- b. Loss of thirteen (13) to eighteen (18) minutes of work: .3 hrs. of pay deduction
- c. Loss of nineteen (19) to twenty-four (24) minutes of work: .4 hrs. of pay deduction
- d. Loss of twenty-five (25) to thirty (30) minutes of work: .5 hrs. of pay deduction
- e. Loss of thirty-one (31) to thirty-six (36) minutes of work: .6 hrs. of pay deduction

- f. Loss of thirty-seven (37) to forty-two (42) minutes of work: .7 hrs. of pay deduction
- g. Loss of forty-three (43) to forty-eight (48) minutes of work: .8 hrs. of pay deduction
- h. Loss of forty-nine (49) to fifty-four (54) minutes of work: .9 hrs. of pay deduction
- i. Loss of fifty-five (55) minutes of work: One (1) hour of pay deduction

10.07 The overtime rate of one and one-half (1-1/2) times the regular straight time rate for the job being performed will be paid for all hours or parts of hours in the following instances:

- 1. Work in excess of eight (8) hours in one (1) regular work day
- 2. Work in excess of forty (40) hours in one (1) regular work week
- 3. On a scheduled Holiday (in addition to Holiday pay)

10.08 There shall be no excessive overtime within a work unit while employees within that unit are on a lay-off.

10.09 Except for an emergency, it shall not be considered a refusal to work overtime if the notice to work overtime was made less than five (5) hours prior to the beginning of the overtime.

10.10 Employees may elect to take off compensatory time in lieu of premium pay for overtime worked at the discretion of the Department Head. Such compensatory time shall be earned at a rate commensurate to the applicable hourly overtime rate.

10.11 Maximum accrual of compensatory leave shall not exceed one hundred sixty (160) hours at any one time. If compensatory time cannot be granted within one (1) calendar year from which it is earned, it shall be paid at the rate it was earned. When an Employee has accrued the maximum compensatory one hundred sixty (160) hours, all overtime worked shall be paid at the applicable rate.

ARTICLE XI

HOLIDAYS

11.01 Employees shall observe thirteen (13) holidays per calendar year. In addition to the holidays listed below, each Employee may take a "floating" holiday. The date selected for this holiday must be approved by the appropriate Department Head.

2020

1	Wednesday	New Year's Day	January 1
2	Monday	President's Day	February 17
3	Friday	Good Friday	April 10
4	Monday	Memorial Day	May 25
5	Friday	Independence Day	July 3
6	Monday	Labor Day	September 7
7	Monday	Columbus Day	October 12
8	Thursday	Thanksgiving Day	November 26
9	Friday	Day After Thanksgiving	November 27
10	Thursday	Christmas Eve	December 24
11	Friday	Christmas Day	December 25
12	Thursday	New Year's Eve	December 31
13	_____	Floating Holiday	_____

2021

1	Friday	New Year's Day	January 1
2	Monday	President's Day	February 15
3	Friday	Good Friday	April 2
4	Monday	Memorial Day	May 31
5	Monday	Independence Day	July 5
6	Monday	Labor Day	September 6
7	Monday	Columbus Day	October 11
8	Thursday	Thanksgiving Day	November 25
9	Friday	Day After Thanksgiving	November 26
10	Friday	Christmas Eve	December 24
11	Monday	Christmas Day	December 27
12	Friday	New Year's Eve	December 31
13	_____	Floating Holiday	_____

2022

1	Monday	New Year's Day	January 3
2	Monday	President's Day	February 21
3	Friday	Good Friday	April 15
4	Monday	Memorial Day	May 30
5	Monday	Independence Day	July 4
6	Monday	Labor Day	September 5
7	Monday	Columbus Day	October 10
8	Thursday	Thanksgiving Day	November 24
9	Friday	Day After Thanksgiving	November 25
10	Friday	Christmas Eve	December 23
11	Monday	Christmas Day	December 26
12	Friday	New Year's Eve	December 30
13	_____	Floating Holiday	_____

2023

1	Monday	New Year's Day	January 2
2	Monday	President's Day	February 20
3	Friday	Good Friday	April 7
4	Monday	Memorial Day	May 29
5	Tuesday	Independence Day	July 4
6	Monday	Labor Day	September 4
7	Monday	Columbus Day	October 9
8	Thursday	Thanksgiving Day	November 23
9	Friday	Day After Thanksgiving	November 24
10	Friday	Christmas Eve	December 22
11	Monday	Christmas Day	December 25
12	Friday	New Year's Eve	December 29
13		Floating Holiday	

2024

1	Monday	New Year's Day	January 1
2	Monday	President's Day	February 19
3	Friday	Good Friday	March 29
4	Monday	Memorial Day	May 27
5	Thursday	Independence Day	July 4
6	Monday	Labor Day	September 2
7	Monday	Columbus Day	October 14
8	Thursday	Thanksgiving Day	November 28
9	Friday	Day After Thanksgiving	November 29
10	Tuesday	Christmas Eve	December 24
11	Wednesday	Christmas Day	December 25
12	Tuesday	New Year's Eve	December 31
13		Floating Holiday	

11.02 Labor Day shall not be worked except in cases of extreme urgency when life or property is in imminent danger.

11.03 All employees covered by this Agreement who are not required to work on one of the recognized holidays, will receive eight (8) hours pay at their regular straight time hourly rate provided they meet the following requirements:

Employees must have worked their last regularly scheduled workday prior to the holiday and the next regularly scheduled work day after the holiday, unless on an excused paid absence or illness substantiated by a doctor's certificate.

11.04 Any Employee who is required to work on a recognized holiday shall receive holiday pay, plus time and one-half (1-1/2) his regular straight time wage rate for all hours worked on such holiday.

11.06 Holidays falling on Saturday will be celebrated on the preceding Friday. Holidays falling on Sunday will be celebrated on the following Monday.

ARTICLE XII VACATIONS

12.01 Each full-time employee shall earn and be entitled with a yearly paid vacation in according with the following schedule:

<u>Upon completion of</u>	<u>VACATION</u>
One (1) year but less than five (5) years	2 weeks off
Five (5) years but less than eleven (11) years	3 weeks off
Eleven (11) years but less than fifteen (15) years	4 weeks off
Fifteen (15) years but less than twenty five (25) years	5 weeks off
Twenty five (25) years or more	6 weeks off

12.02 Employees may use vacation at a minimum of two (2) hour increments. Vacation must be approved by the Department/Division Head prior to taking.

12.03 If an approved holiday occurs within the normal base work week during the employee's vacation, an additional vacation day will be granted either in conjunction with the vacation that is being taken or at another date as requested by the employee and approved by the Department Head.

12.04 No pay will be made in lieu of vacation.

12.05 Vacation periods shall be selected on the basis of continued service with the department.

12.06 Employees with less than five (5) years of service may carry over one (1) week vacation for a one (1) year period so that three (3) weeks may be possible to be used for a vacation during this calendar year. In case of an emergency, the City reserves the right to extend the length of time an employee may utilize his vacation period.

12.07 The Year 2005 will be considered the conversion year from anniversary date to calendar year for current full-time employees. The Year 2005 will be the first time vacation is computed on a calendar year basis.

12.08 Any full-time employee who does not have a full year of service on December 31, their conversion period will not be until the first full year after the employee's one-year anniversary.

12.09 In the event an employee with one or more years of service is absent for any reason, he shall be eligible for full vacation pay as long as, in the eligibility years his days absent do not exceed the sick days for which he is eligible. If the days of absence exceed the sick days for which he is eligible, and is for any reason other than the occupational injury, vacation days will be reduced by the equivalent days absent in the year after sick leave is terminated. This provision does not apply to vacation days earned in the previous year.

12.10 Each employee will be granted vacation based on the number of years of continuous service. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). In case of emergency, the city reserves the right to extend the length of time in which any employee must utilize his vacation time.

12.11 An employee shall be deemed to have earned his vacation pay as of his anniversary date, even though he does not take vacation or receive vacation pay at that time. Further, if the employee with one (1) or more years of service is terminated prior to his anniversary date, he shall receive vacation pay pro-rated in accordance with the number of months he had worked since his proceeding eligibility date.

12.12 If any employee quits his job without two (2) weeks written notice, or is discharged for just cause, the employee shall only be granted the unused earned vacation from the previous year.

ARTICLE XIII

SICK LEAVE

13.01 Employees, after thirty (30) calendar days, shall be entitled to paid sick leave earned at the rate of 4.6 hours for each eighty (80) hours of employment, retroactive to date of hire.

13.02 In any case where an employee has accumulated the sixty (60) sick days, as provided in the above and in the following calendar year, he/she is entitled to fifteen (15) days for the year and, as an incentive to said employee not to use the sick days beyond the sixty (60) days, he/she is to be reimbursed, at the end of said year for sick days not used in excess of the sixty (60) days, at the rate of one-half ($\frac{1}{2}$) day's pay for each sick day not used. One-half ($\frac{1}{2}$) day's pay will be the employee's base hourly rate, at which it was earned, times four (4) hours. This provision does not prohibit an employee from accumulating more than sixty (60) days, but once he/she exercises his/her option to keep the sick days, in any one year, he cannot be reimbursed for that years' time. Payment of these hours shall be made by January 31st.

13.03 Any employee who is unable, by sickness, injury or other disability to perform his/her duties, must call his Supervisor each day he/she is off, unless said employee is hospitalized. If the employee fails to call prior to 9:00 a.m. on the day in which he is to work, he will be docked one (1) day's pay for that day. Sick leave should not be used for office visits or treatments which could be scheduled during non-working hours.

13.04 After three (3) consecutive days of non-hospital leave, or eight (8) total days of sickness in any one year, a doctor's certificate shall be presented by the employee for each absence. It should be understood that if an employee is sick three (3) consecutive days or a total of eight (8) days, a sick slip must be presented for the three (3) days, or the eighth (8th) day immediately upon returning to work and for any days thereafter. Employees submitting a doctor's excuse for an absence, will not be considered to have used any of the eight (8) days.

13.05 Any employee who becomes disabled from a non-occupational illness or accident and same employee cannot perform his or her duties, one (1) year after the termination of all sick time shall be dropped from the City employee roster and same position shall be filled by management. At no time may an employee refuse to use sick time simply to circumvent this rule.

13.06 Sick leave may be used by employees in the event of illness or scheduled surgery to a member of the immediate family as provided in Civil Service law.

13.07 A patterned use of sick leave or excessive use is sufficient grounds for disciplinary action. A patterned use of sick leave is three (3) events that would indicate a direction, tendency, or characteristic behavior of an individual as it pertains to sick time use.

ARTICLE XIV**BEREAVEMENT LEAVE**

14.01 When an employee is absent due to death in his immediate family, the employee shall be paid for a maximum of three (3) days earnings at the employee's regular rate of pay. Such three (3) days will be any three (3) consecutive days which must include the date of the funeral. No payment will be made for any of the three (3) days which is a day the Employee would not ordinarily be scheduled to work, or occurs during the Employee's vacation. A member of the immediate family shall be considered an employee's spouse, parents, children, grandparents, siblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, foster parents, step-parents step children, a legal guardian or other person who stands in the place of a parent, or any other relative residing in the same household.

14.02 Immediate family may also include any other individual designated as "other relative" at the sole discretion of the Department Head and/or his designee. Denials of a designation of "other relative" by the Employer for purposes of bereavement pay shall not be grievable.

14.03 In the event of the death of a grandmother-in-law or grandfather-in-law, the Employee shall be paid for the absence on the day of the funeral.

14.04 In the case of the death of an Aunt, Uncle, Niece or Nephew, the Employee may take the day of the funeral off with pay with the approval of the Department Head by using a vacation day or a personal day.

14.05 The intent of this provision shall be to protect the employees from loss of earnings. The maximum of three (3) days in the event of a death in your immediate family is not a guarantee of three (3) days off. The days used as bereavement pay will not be deducted from sick time. An Employee may use up to two (2) sick days in conjunction with bereavement days. These two (2) days will not be counted toward the eight (8) total days of sick leave for doctor's certificate purposes as required in the above paragraph under sick leave.

14.06 If an Employee's above relative dies while the Employee is on vacation, and said Employee uses his/her vacation time to attend the funeral, said Employee shall be credited the vacation used for bereavement leave.

ARTICLE XV**ARMED SERVICE RESERVE DUTY**

15.01 Military Leave. Members who serve in the National Guard, U.S. Air Force Reserve, or the U.S. Army Reserve, U.S. Marine Corps Reserve, U.S. Coast Guard Reserve or U.S. Naval Reserve will be granted military leave of absence without loss of pay when ordered to temporary active duty, inactive duty training or when ordered to military training exercises conducted in the field for a period not to exceed twenty-two (22) eight (8) hour work days, or one hundred seventy six (176) tours during each federal fiscal year. "Federal fiscal year" means the beginning on the first day of October and ending on the thirtieth day of September. Such a leave of absence will not affect a person's right to vacation leave, sick leave, or seniority under the applicable collective bargaining agreement.

15.02 Any member who is entitled to military leave as provided in this Section and who is called to military duty for a period in excess of twenty (22) eight (8) hour work days or one hundred seventy six (176) hours in a federal fiscal year, for each fiscal year in which military duty is performed, because of an executive order signed by the President of the United States or an act of Congress is entitled to additional paid leave during the period designated in the order or act. The amount of payment during each month of this additional leave shall be the lesser of:

- (1) The difference between the member's gross monthly wage as a City employee and the sum of his/her gross military pay and allowances received that month; or,
- (2) Five hundred dollars (\$500).

15.03 However, no member shall receive payment if the sum of his/her gross military pay and allowances received in the month exceeds his/her gross monthly wage or salary as a City employee.

15.04 Re-employment of a member who leaves the employment of the City to serve in the armed forces of the United States of America or any branch therefore, shall be governed by the following principles:

- (1) An eligible member shall be re-employed in the position which the member would have been employed if the continuous employment of the member had not been interrupted by the period of military service, or an equivalent position, provided the member is qualified to perform such position.

- (2) Any member must request restoration of the position within ninety (90) days of receiving an honorable discharge from the armed services or the position shall be declared vacant. Nothing contained in this subsection shall obligate the City to pay a member who is on military leave of absence.
- (3) The term “armed forces of the United States” shall be deemed to include such services as designated by the Congress of the United States.
- (4) Nothing contained in this subsection shall obligate the City to re-employ a member whose accumulative absence for military service exceeds five (5) years.
- (5) This subsection shall be interpreted and applied in a manner consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. §43.01 *et seq.* and/or Section 5923.05 of the Ohio Revised Code, as applicable.

ARTICLE XVI

INSURANCE

16.01 Effective January 1, 2020, all employees are required to contribute towards the employee’s total premium of the Plan per month as follows: The per month payment would be applicable regardless of another alternative plan selected by the employee or whether the employee selects single or family coverage.

	2020	2021	2022	<u>2023</u>	<u>2024</u>
Plan 1	16%	16%	16%	<u>16%</u>	<u>16%</u>
Plan 2	16%	16%	16%	<u>16%</u>	<u>16%</u>
Plan 3	12%	12%	12%	<u>12%</u>	<u>12%</u>

Effective January 1, 2019, seventeen percent (17%) for employees not in the Wellness Program – for each Plan.

Any new employee hired after January 1, 2015, shall pay sixteen percent (16%) towards the premium per month for any plan selected beginning January 1, 2019.

16.02 The employee's contribution towards the premium will be deducted per pay period from the employee's pay. In the event an employee does not have enough funds available to contribute towards the premium, the employee will be required to make the employer whole.

16.03 In the event an employee resigns or is terminated, that employee will be required to make the employer whole in the amounts owed by the employee for premium contribution pursuant to the City's election form. This amount will be deducted from the employee's final paycheck from the City.

16.04 Employees will be eligible for insurance coverage beginning on the first of the month in which the employee's 90th day of employment falls within. Each employee will receive a booklet prepared by the Hospitalization program setting forth, in detail, the extent of the terms of their coverage.

16.05 In case an employee is absent from work due to layoff, the City will pay for his insurance coverage, for a thirty (30) day period from the date of said layoff. The employee has the option to make total self-pay premium payments.

16.06 The Employer reserves the right to change insurance carriers or coverage during the term of this Agreement so long as the benefit levels are the same for Major Medical, Major Dental, Prescription Drug Service and Vision Care insurance.

16.07 In the case of an employee's absence from work due to illness or injury, the City will pay for his insurance for a period of ninety (90) days after sick time terminates.

16.08 In the case where the employee is absent due to a work related injury that is covered under worker's compensation, the City will pay for his/her insurance for a period of twelve (12) months after sick time terminates.

16.09 The City will provide major medical coverage for the employees in the following manner:

- A. Single Coverage: \$50.00 Deductible - \$50.00 Co-insurance payments when using providers in the network. \$100.00 Deductible - \$150.00

Co-insurance payments when using non-network providers.

- B. Family Coverage: \$100 Deductible - \$100.00 Co-insurance payments when using providers in-network. \$200.00 Deductible and \$300.00 Co-insurance payments when using non-network providers.

16.10 An employee may decline the use of the City's hospitalization, surgical and major medical plans if satisfactory proof is submitted and accepted by the City that the employee is covered by an adequate hospitalization plan. An employee's spouse (if applicable) must also agree to this provision. The City will pay the employee One thousand five hundred dollars (\$1,500.00) for requesting to be completely removed from the City's hospitalization plan, or pay the employee Six hundred dollars (\$600.00) for changing from a family plan to a single plan. Initial payments for dropping or reducing the above coverage will be based on the number of months the coverage is not used and based on the date Administrative Services is notified of the opting out. Payment shall be made once annually by October 31st.

16.11 The City will provide a fully paid life insurance policy for each employee. The policy will cover \$1,000 life insurance for every \$1,000 the employee makes under a normal work schedule. The City will round the coverage to the next highest \$10,000 value. i.e., \$64,000 base hourly pay = \$70,000. New employees will receive this benefit the first day following the first ninety (90) days from their day of hire.

ARTICLE XVII

LONGEVITY

17.01 In addition to such annual salary, employees shall receive yearly longevity pay in accordance with the following schedule, and subject to the following terms and conditions:

17.02 Employees shall be eligible for Longevity Pay on the amount shown on a calendar year basis. The Year 2005 was the conversion year from anniversary date to calendar year. Only continuous years of service as an employee for the City shall be used in determining the eligibility for the Longevity Pay. Payments to be made one time annually by October 31st.

YEARS OF CONTINUOUS SERVICE COMPLETED	2020	2021	<u>2022</u>	<u>2023</u>	<u>2024</u>
<u>0-3</u>	N/A	N/A	<u>\$ 2,500.00</u>	N/A	N/A
4-5	\$ 300.00	\$ 300.00	<u>\$ 2,800.00</u>	<u>\$ 300.00</u>	<u>\$ 300.00</u>
6-7	\$ 500.00	\$ 500.00	<u>\$ 3,000.00</u>	<u>\$ 500.00</u>	<u>\$ 500.00</u>
8-9	\$ 700.00	\$ 700.00	<u>\$ 3,200.00</u>	<u>\$ 700.00</u>	<u>\$ 700.00</u>
10-11	\$1,000.00	\$1,000.00	<u>\$ 3,500.00</u>	<u>\$1,000.00</u>	<u>\$1,000.00</u>
12-13	\$1,200.00	\$1,200.00	<u>\$ 3,700.00</u>	<u>\$1,200.00</u>	<u>\$1,200.00</u>
14-15	\$1,400.00	\$1,400.00	<u>\$ 3,900.00</u>	<u>\$1,400.00</u>	<u>\$1,400.00</u>
16-17	\$1,600.00	\$1,600.00	<u>\$ 4,100.00</u>	<u>\$1,600.00</u>	<u>\$1,600.00</u>
18-19	\$1,800.00	\$1,800.00	<u>\$ 4,300.00</u>	<u>\$1,800.00</u>	<u>\$1,800.00</u>
20-21	\$2,100.00	\$2,100.00	<u>\$ 4,600.00</u>	<u>\$2,100.00</u>	<u>\$2,100.00</u>
22	\$2,300.00	\$2,300.00	<u>\$ 4,800.00</u>	<u>\$2,300.00</u>	<u>\$2,300.00</u>
23	\$2,500.00	\$2,500.00	<u>\$ 5,000.00</u>	<u>\$2,500.00</u>	<u>\$2,500.00</u>
24	\$2,700.00	\$2,700.00	<u>\$ 5,200.00</u>	<u>\$2,700.00</u>	<u>\$2,700.00</u>
25	\$2,900.00	\$2,900.00	<u>\$ 5,400.00</u>	<u>\$2,900.00</u>	<u>\$2,900.00</u>
26	\$3,000.00	\$3,000.00	<u>\$ 5,500.00</u>	<u>\$3,000.00</u>	<u>\$3,000.00</u>
27	\$3,100.00	\$3,100.00	<u>\$ 5,600.00</u>	<u>\$3,100.00</u>	<u>\$3,100.00</u>
28	\$3,200.00	\$3,200.00	<u>\$ 5,700.00</u>	<u>\$3,200.00</u>	<u>\$3,200.00</u>
29	\$3,300.00	\$3,300.00	<u>\$ 5,800.00</u>	<u>\$3,300.00</u>	<u>\$3,300.00</u>
30	\$3,400.00	\$3,400.00	<u>\$ 5,900.00</u>	<u>\$3,400.00</u>	<u>\$3,400.00</u>

(\$2,500.00 added to longevity for the 2022 year only and then revert back to previous schedule.)

ARTICLE XVIII

WAGES

18.01 The City agrees to pay the Clerks and Assistant Bookkeeper a one (1) time wage adjustment of one and one-half percent (1.5%) for the Year 2004 only.

18.02 The City agrees to pay the employees of the Parks Department a one (1) time wage adjustment of three percent (3%) for the Year 2004 only.

18.03 In 2010 skilled trades pay was eliminated and \$1.00 was added to the Park Maintenance Technician base hourly wages.

18.04 Due to the fact it is difficult to identify what hours Parks employees worked during the Year 2004 in the above trades, the City agrees to pay each Park employee a sum of Three Hundred Dollars (\$300.00). This payment is for the Year 2004 only.

18.05 In the event the City and/or the Union determine other skilled tasks should be added or deleted, a Letter of Understanding shall be entered into delineating the tasks to be added or deleted and approved by both the Union Representative for the Parks Department in the bargaining unit, the Director of Parks and Recreation and the City Manager. Such addition or deletion of skilled tasks contained in the Letter of Understanding shall not be grievable.

18.06 When an employee of the Parks Department works on a project with a member of the Division of Streets, doing the same task, that employee shall receive the same pay as the Division of Streets employee for all hours worked on the project.

18.07 Payment for Concrete/Carpenter's wages will be issued for the following work in the Division of Parks & Recreation for sawing, building, fitting together and installing wood forms for any concrete work. Sawing and building wood headwalls. Any other work that would come under the trade of a carpenter. While installing concrete forms. After any matching work is done, and hand work that needs to be done for forms to fit. Pouring and mixing or use of concrete, mortar mix, water plug or any related materials. Finishing, brooming or other types of edging. Sealing of catch basins. Sealing of sewer pipes, inside or outside brick or block work. Use of concrete saw (man using saw only). Use of concrete grinder (man using grinder only). Welding work.

2020	2021	2022	<u>2023</u>	<u>2024</u>
\$33.40	\$34.24	\$35.10	<u>\$35.97</u>	<u>\$36.96</u>

18.08 Preventative Maintenance: The City agrees to pay an employee who performs maintenance to City equipment beyond the preventative maintenance stage, the hourly rate listed below for all hours performing this maintenance.

2020	2021	2022	<u>2023</u>	<u>2024</u>
\$31.48	\$32.27	\$33.08	<u>\$33.90</u>	<u>\$34.83</u>

18.09 Certified Electrical Inspectors hired before January 1, 1992, may elect to acquire a Class III Certification. If Class III Certification is achieved, the City shall compensate those persons at a one-time proficiency pay of \$1,000.00.

18.10 It shall be mandatory for all full-time employees of this Union to have their bi-weekly pay checks directed deposited.

18.11 Park Laborers shall have their classification changed to Park Maintenance Technician.

(Wage tables reflect increase of: 2023 2 ½ % and 2024 2 ¾%)

Clerk I	<u>Year</u>	<u>Hourly Start</u>	<u>Hourly 6 Months</u>	<u>Hourly 1 Year</u>	<u>Hourly 2 Year</u>	<u>Hourly 3 Year</u>	<u>Hourly 4 Year</u>
	2020	14.16	14.90	15.69	16.37	17.08	18.29
	2021	14.51	15.27	16.08	16.78	17.50	18.75
	2022	14.88	15.65	16.48	17.20	17.94	19.22
	<u>2023</u>	<u>15.25</u>	<u>16.04</u>	<u>16.90</u>	<u>17.63</u>	<u>18.39</u>	<u>19.70</u>
	<u>2024</u>	<u>15.67</u>	<u>16.48</u>	<u>17.36</u>	<u>18.11</u>	<u>18.89</u>	<u>20.24</u>

Clerk II	<u>Year</u>	<u>Hourly Start</u>	<u>Hourly 6 Months</u>	<u>Hourly 1 Year</u>	<u>Hourly 2 Year</u>	<u>Hourly 3 Year</u>	<u>Hourly 4 Year</u>
	2020	16.96	17.87	18.79	19.50	20.37	21.21
	2021	17.39	18.31	19.26	19.99	20.87	21.74
	2022	17.82	18.77	19.74	20.49	21.40	22.28
	<u>2023</u>	<u>18.27</u>	<u>19.24</u>	<u>20.24</u>	<u>21.00</u>	<u>21.93</u>	<u>22.84</u>
	<u>2024</u>	<u>18.77</u>	<u>19.77</u>	<u>20.79</u>	<u>21.58</u>	<u>22.53</u>	<u>23.47</u>

Assistant Bookkeeper

<u>Year</u>	<u>Hourly Start</u>	<u>Hourly 6 Months</u>	<u>Hourly 1 Year</u>	<u>Hourly 2 Year</u>	<u>Hourly 3 Year</u>	<u>Hourly 4 Year</u>
2020	19.20	20.21	21.28	22.24	23.23	24.29
2021	19.68	20.72	21.81	22.79	23.81	24.90
2022	20.18	21.23	22.36	23.36	24.41	25.52
<u>2023</u>	<u>20.68</u>	<u>21.76</u>	<u>22.92</u>	<u>23.94</u>	<u>25.02</u>	<u>26.16</u>
<u>2024</u>	<u>21.25</u>	<u>22.36</u>	<u>23.54</u>	<u>24.60</u>	<u>25.70</u>	<u>26.88</u>

Uncertified Inspector, Building and Zoning Inspector

<u>Year</u>	<u>Hourly Start</u>	<u>Hourly 6 Months</u>	<u>Hourly 1 Year</u>	<u>Hourly 2 Year</u>	<u>Hourly 3 Year</u>	<u>Hourly 4 Year</u>
2020	24.12	25.39	26.73	28.12	29.52	31.35
2021	24.72	26.02	27.39	28.83	30.26	32.13
2022	25.34	26.67	28.08	29.55	31.01	32.94
2023	25.97	27.34	28.78	30.29	31.79	33.76
2024	26.68	28.09	29.57	31.12	32.66	34.69

Certified Building Inspector or Certified Electrical Inspector or Certified Plumbing Inspector

<u>Year</u>	<u>Hourly Start</u>	<u>Hourly 6 Months</u>	<u>Hourly 1 Year</u>	<u>Hourly 2 Year</u>	<u>Hourly 3 Year</u>	<u>Hourly 4 Year</u>
2020	25.16	26.49	27.88	29.35	30.79	32.71
2021	25.79	27.15	28.57	30.08	31.56	33.52
2022	26.44	27.83	29.29	30.83	32.35	34.36
2023	27.10	28.53	30.02	31.60	33.16	35.22
2024	27.84	29.31	30.84	32.47	34.07	36.19

**Certified Building Inspector and Certified in Electrical; Certified Electrical Inspector and Certified in HVAC; Certified Building Inspector and Certified Plumbing Inspector;
Certified Electrical Inspector and Certified Class I CBO; Certified Class III Inspector and Certified Class I CBO**

<u>Year</u>	<u>Hourly Start</u>	<u>Hourly 6 Months</u>	<u>Hourly 1 Year</u>	<u>Hourly 2 Year</u>	<u>Hourly 3 Year</u>	<u>Hourly 4 Year</u>
2020	28.81	30.32	31.92	32.88	34.52	35.56
2021	29.53	31.08	32.72	33.70	35.39	36.45
2022	30.27	31.86	33.54	34.54	36.27	37.36
2023	31.03	32.65	34.38	35.41	37.18	38.30
2024	31.88	33.55	35.32	36.38	38.20	39.35

Park Maintenance Technician

<u>Year</u>	<u>Hourly Start</u>	<u>Hourly 6 Months</u>	<u>Hourly 1 Year</u>	<u>Hourly 2 Year</u>	<u>Hourly 3 Year</u>	<u>Hourly 4 Year</u>
2020	22.27	23.36	24.58	25.17	25.79	27.10
2021	22.82	23.94	25.19	25.80	26.44	27.77
2022	23.39	24.54	25.82	26.45	27.10	28.47
2023	23.98	25.15	26.47	27.11	27.77	29.18
2024	24.64	25.84	27.19	27.85	28.54	29.98

18.12 The city will agree for a one-time payment of educational/training attainment for a building inspector who obtains an additional certification that is authorized and approved by the city and beneficial to the operational needs. The payment will be made in the calendar year in which it is obtained, unless such date is after December 1st, at which time the payment may be made in the following calendar year is necessary for payment processing. The payment of \$300 for one such additional educational/training attainment per employee per year will be the maximum allowed per calendar year.

ARTICLE XIX OHIO PUBLIC EMPLOYEE'S RETIREMENT SYSTEM

19.01 The City will maintain the Ohio Public Employee's Retirement System Plan.

19.02 The City will pay the Employee's retirement contribution up to a maximum amount of 10.5%.

19.03 The City will provide deferred compensation retirement plans to include ICMA or PERS.

ARTICLE XX LAY-OFF AND RECALL

20.01 Seniority shall prevail and apply to lay-off and recall according to O.R.C. 124.321.

ARTICLE XXI COMMERCIAL DRIVERS LICENSE

21.01 All Current Park employees who are members of the Teamsters Local #52 bargaining unit shall be allowed to acquire a commercial driver's license with an "A" endorsement. The City will reimburse an employee for the permanent license and temporary license when proof they were obtained and receipts are submitted to the City. Approval must be made by the Parks and Recreation Director and Administrative Services prior to reimbursement.

21.02 The City will provide a vehicle for training and testing in order for the current Parks Department employees to obtain their CDL-A license.

21.03 Effective January 1, 2004, all new full-time hires into the Parks Department will be required to have a CDL-A license in order to be hired and to retain their position in the Department.

21.04 The City will reimburse the employees of the Park Department the renewal fee for their Commercial Driver's License. Proof of renewal and receipt must be submitted to the Parks and Recreation Director and Administrative Services for approval prior to reimbursement. Annually, a current copy of each employee's driver's license and renewal, if applicable, must be submitted to the Parks & Recreation Director and to Administrative Services for verification.

21.05 All bargaining unit employees who have a CDL-A shall receive an equal rate of pay with those employees who are working in the Service Department when they are operating equipment that requires a CDL-A.

ARTICLE XXII

LINE OF DUTY INJURY LEAVE

22.01 A full-time employee's absence from work is necessitated because of an illness or injury that incurred while on the job with the city and said illness or injury is compensable under the Ohio Worker's Compensation Law, injury leave may be granted at the discretion of the City Manager, or his/her designee, for a period of time not to exceed thirty (30) calendar days.

22.02 Such leave may be granted by the City Manager, or his/her designee, based upon the recommendation of the employee's Department/Division Head and upon submittal by the employee of a statement from a licensed physician justifying that the employee is unable to return to full work status due to the injury/illness.

22.03 Such leave shall not be charged against the employee's sick leave balance unless it is determined that the illness or injury is a non-work related illness or injury and is not compensable under Ohio Worker's Compensation Law.

22.04 In order to be eligible for injury leave, the employee must report the illness/injury to his/her supervisor within twenty-four (24) hours of the incident giving rise to the illness/injury.

22.05 Any employee who receives a paid leave under this Article shall not be entitled nor will apply for either temporary total disability or permanent and total

disability benefits under Ohio Worker's Compensation Laws. This provision does not prohibit an employee from receiving other available worker's compensation benefits. If an employee received either temporary total disability or permanent and total disability while receiving injury wage continuation benefits under this section, the employee agrees to reimburse the City for all sums in excess of what the employee received under this section.

22.06 The injury leave pay set forth in this Article is cumulative for the duration of this Agreement in regard to the injury, i.e., successive "injuries" to the same both part(s) shall not constitute separate injuries and all related worker's compensation and related claims to the same or similar body parts shall be construed as one (1) injury and eligible for total leave time under this Article.

ARTICLE XXIII

WELLNESS PROGRAM

23.01 The Union and the Administration desire to promote health and fitness for its employees.

23.02 A Wellness Program has been designed with certain criteria. It is the responsibility of each employee who wishes to participate in the program to comply with all criteria required in order to receive the wellness payment. A report will be received from a Third Party Administrator as to who has complied with the required criteria. Payment shall be made one time annually by October 31st.

2020	2021	2022	<u>2023</u>	<u>2024</u>
\$800	\$800	\$800	<u>\$800</u>	<u>\$800</u>

Three (3) out of the following five (5) criteria will be required in 2017 for successful completion of the Wellness Program. Five (5) out of the five (5) following criteria will be required in 2018 for successful completion of the Wellness Program. Health Risk Assessment, Tobacco Certification, Physical, Biometric Screening and Lunch and Learn. The Union and Health Care committee will have input into the required criteria for 2019. If no mutual agreement is reached in 2019, the above listed five (5) criteria will remain. Six (6) criteria as approved by the Health Care Committee will be required in 2020. Seven (7) criteria will be required in 2021 and eight (8) criteria will be required in 2022. Six (6) criteria in 2023 and 2024.

Starting in 2021, employees with family medical insurance coverage could receive an additional \$250.00 stipend if their spouse is a covered person under the city medical insurance plan and participates in BE WELL by completing a yearly physical and yearly biometrics screening. The employee must successfully complete the requirements to receive the annual stipend for their spouse. If spouses are employed by the city, each spouse can only qualify for one wellness stipend from this article.

23.03 Participation in the program will not be held in a punitive nature against any employee. There will no longer be a nicotine mandate or fitness test associated with Wellness.

ARTICLE XXIV

PERFORMANCE EVALUATIONS

24.01 Employees of this Unit shall be evaluated on a scheduled basis by Administration. Each employee shall be afforded every opportunity to provide written comments about the evaluation, and affix the comments to the evaluation. Evaluations shall be filed in the individual's personnel file in Civil Service.

ARTICLE XXV

RECREATION CENTER MEMBERSHIP

25.01 A single membership to the Brunswick Community Recreation and Fitness Center will be offered to members of this bargaining unit. Employees deciding to accept the membership will be required to sign up for the benefit. This membership is not mandatory nor is it automatic. If a single membership is accepted, the value of this membership will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

25.02 If an employee chooses to enroll in a family membership, the single membership amount will be deducted from the total family amount. The employee would be required to pay the difference between the single and family membership. The single membership amount will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

ARTICLE XXVI**PARKS LEAD PERSON**

26.01 The assignment of Parks Lead Person shall be established with the following guidelines:

1. The Parks Lead Person will have authority over all employees in the Parks Department, with no disciplinary authority, reporting directly to the Parks & Recreation Director.
2. The Parks Lead Person will be responsible for scheduling employees in the Parks Department and assigning tasks.
3. The Parks Lead Person will be responsible for administrative functions in the Parks Department, i.e., timesheets, ordering of supplies, etc.
4. The Parks Lead Person position will be assigned to one (1) individual and shall not be assigned temporarily to different employees due to the Parks Lead Person being out for vacations or illness. Employee must possess a CDL-A.
5. The employee assigned to the position of Parks Lead Person shall be paid an additional amount per hour for performing these duties while being paid the Park Maintenance Technician rate.

2020	2021	2022	<u>2023</u>	<u>2024</u>
\$2.90	\$2.95	\$3.00	<u>\$3.08</u>	<u>\$3.16</u>

ARTICLE XXVII**TOTAL AGREEMENT**

27.01 All disputes regarding the interpretation or application of the express provisions of this Agreement shall be settled in accordance with a grievance procedure. There shall be no strikes or cessation of work by the employee, or lockouts by the City during the term of this Agreement.

27.02 Should there be any such disputes or differences between the City and the Union, or between the City and any of the employees, such grievances shall be reduced

in writing within five (5) days (working days) for the day of the alleged occurrence and submitted to the other party.

27.03 This Agreement represents the entire Agreement between the City and the Union.

ARTICLE XXVIII This Article is meant to be left blank.

ARTICLE XXIX **GENDER AND PLURAL**

29.01 The use of male or female pronouns in the agreement is not intended to describe any specific employee, but is intended to refer to all employees regardless of sex.

ARTICLE XXX **LEGAL STATUS AND SEPARABILITY CLAUSE**

30.01 If any provision of this Agreement is found to be in violation of any applicable Federal or State law by the court of highest authority, from which no appeal is taken, such provision shall now be placed into effect until the contravening law or order has expired, or until it may otherwise be legal to do so. The remaining provisions of this agreement shall not be affected and shall remain in full force and effect for its duration. In the event that any Article or Section is held invalid or enforcement or compliance with which has been restrained as set forth above. The parties shall enter into immediate collective bargaining negotiations, upon the request of the Union or City, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXXI This Article is meant to be left blank.

ARTICLE XXXII **DURATION**

32.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2023, and shall continue in full force and effect until midnight, December 31, 2024.

32.02 Unless either party notifies the other in writing of a desire to change the terms of the Agreement at least sixty (60) days and not more than one hundred twenty (120) days prior to the expiration date, this Agreement will automatically continue in effect for the succeeding twelve (12) months, and will continue each twelve (12) months thereafter, unless change is requested as specified herein.

32.03 If negotiations continue after December 31, 2024, or any year in which the contract is in effect, the existing contract shall remain in full force and effect until such negotiations are impasse or until a new agreement has been mutually accepted.

ARTICLE XXXIII

GRIEVANCE PROCEDURE

33.01 Having a desire to create and maintain harmonious labor relations between them, the parties hereto agree that they will promptly attempt to adjust all grievances. Should a grievance arise, the aggrieved party shall use the following procedures as the sole means of settling such grievance.

33.02 Grievance within the meaning of this grievance procedure shall consist only of disputes about the interpretation or application of a particular article of this agreement and about alleged violations of the agreement.

- Step 1: When verbal agreement between the Employee and the Supervisor cannot be reached, the Employee aggrieved and the Union Steward shall review the grievance and, if required, shall give written notice to the Supervisor within five (5) working days of the occurrence. The Supervisor shall answer the grievance in writing within five (5) working days of receipt of the grievance. If settlement is not reached, then;
- Step 2: The employee and Union Steward, if desired, may present the grievance to his/her Director, within five (5) working days of receipt of Supervisor's answer in Step 1. The Director shall attempt to resolve the grievance within five (5) working days of receipt of the grievance. The Director's answer will be in writing. If settlement is not reached, then;
- Step 3: The grievance may be submitted by the Steward within five (5) working days of receipt of the answer in Step 2 to the City

Manager/Safety Director or his designated representative, who shall attempt to resolve such grievance within ten (10) working days of receipt of the grievance.

ARTICLE XXXIV**ARBITRATION PROCEDURE**

34.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision at Step 3, or a time limit default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet in an attempt to mutually select an arbitrator. In the event the parties cannot reach an agreement on the selection of an arbitrator, the Union will file for an arbitration panel from the Federal Mediation and Conciliation Service (FMCS). They will request only names from the State of Ohio, Metropolitan Region. Within fifteen (15) days of receipt of the arbitration panel, the parties shall select an arbitrator through the alternative strike method, with the Union striking first.

34.02 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.

34.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

34.04 The hearing(s) shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.

34.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. In the event the arbitrator renders a split decision by neither denying nor sustaining the grievance in full, the costs of the arbitration shall be split equally between the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

34.06 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.

34.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his/her rights as provided by the Grievance and Arbitration procedures herein contained.

34.08 The Arbitrator will be agreed upon by both parties.

ARTICLE XXXV

ASSISTANT BOOKKEEPER BACK-UP PLAN

35.01 In the event the Assistant Bookkeeper cannot fulfill his/her responsibilities in completing the payroll process, a back-up plan has been established. It may be necessary for more than one (1) Clerk II be trained in the process.

35.02 One or more Clerk II's shall be selected to be trained in completing the payroll process. This Clerk II could be either a full-time employee or a part-time employee.

35.03 During the training of this complete payroll process the Clerk II in training shall be paid at the Assistant Bookkeeper four (4) year rate.

35.04 When a trained Clerk II is utilized to complete the payroll process, that Clerk II shall be paid at the Assistant Bookkeeper four (4) year rate. The complete payroll process does not consist of just entering time sheets into the system. The complete payroll process, or significant part thereof, shall be defined by the Finance Director. This is non-grievable.

ARTICLE XXXVI

FAMILY MEDICAL LEAVE

36.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 (FMLA), and as set forth herein below.

36.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks

of leave during the twelve (12) month period commencing with the first use of the leave. Any paid or unpaid leave shall be included in the computation of FMLA leave herein.

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

36.03 The annual twelve (12) month period shall commence and be measured forward from the date of the employee first uses the leave set forth above.

36.04 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

36.05 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

36.06 Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

36.07 Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

ARTICLE XXXVII

LEAVE OF ABSENCE

37.01 The nature of our operations is such that attendance on the job is critical. In unusual circumstances, however, employees are required to be away from their work for extended periods of time. If such a situation occurs, the City may make available the following Leave of Absence policies for employees who have been employed for more than six (6) continuous months:

MILITARY LEAVE: Employees drafted into the Armed Forces of the U.S. government, or otherwise conscripted by the Government, shall be granted a Leave of Absence for their duration with the Government. Upon termination of service with the

Government, the employee shall be returned to work at his regular job with all his rights and privileges enjoyed including seniority accrued to the date of termination, provided he is able to do such work physically, and that he applied for re-instatement within ninety (90) days' time limit specified in the Universal Military Training and Service Act.

LEAVE OF ABSENCE: Upon any written application, any employee who has been actively and continuously employed by the City for two (2) years may be granted a Leave of Absence without pay, for a period not to exceed sixty (60) days. Except in emergency situations, the employee must make application for such leave, at least two (2) weeks prior to the date leave is to commence. The City, in its discretion, can extend a leave of Absence for a period not to exceed an additional sixty (60) days. Leave of Absence will be granted only where the requirements of the City permit, except for actual emergencies. Employees securing leave of Absence under false pretenses shall be discharged immediately. Employees granted a Leave of Absence shall notify their superior two (2) days in advance if they desire to return to work before the expiration of Leave. A Leave of Absence not in excess of sixty (60) days shall be included as active and continuous employment for seniority purposes.

ADMINISTRATIVE LEAVE: The Employer will provide Administrative Leave to all Employees covered by this agreement for the purpose of taking promotional or qualification tests for the City of Brunswick. Compensatory time may be used for this purpose.

EMPLOYMENT WHILE ON LEAVE OF ABSENCE: Any employee who is on Leave of Absence and engages in gainful employment without the written consent of the City during the time he is on such Leave of Absence, shall lose his seniority and/or be subject to discharge.

ARTICLE XXXVIII This Article is meant to be left blank.

ARTICLE XXXIX **JURY DUTY**

39.01 All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors, will receive their regular pay less their pay as juror for each hour worked while on jury duty, which shall not include "on call" jury time when employees are able to be at work. All benefits will accrue during jury duty time.

The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the supervisor.

ARTICLE XL CALL BACK AND SHOW-UP PAY

40.01 When any Employee is called back to work before or after, but not continuous with his regular shift, he will be paid a minimum of four (4) hours at the appropriate overtime rate.

ARTICLE XLI UNIFORMS - CLEANING ALLOWANCE

41.01 The City will provide five (5) uniform changes per week for Park Employees (including shorts during the summer months for Park Employees) and Building Inspectors.

41.02 The City will provide winter coats and spring coats for Building Inspectors. The Service Director/Chief Building Official will establish a policy for these purchases.

41.03 The City will provide winter coats and bibs for Park Employees. The Parks & Recreation Director will establish a policy for these purchases.

41.04 The City will provide raincoats, rain pants and boots for Park Employees and Building Inspectors.

41.05 All bargaining unit employees, excluding clerical employees, starting in the year 2020 shall receive a Two Hundred Dollars (\$200.00) boot/safety equipment allowance per year. The benefit will increase to Two Hundred Fifty Dollars (\$250.00) in 2022, 2023 and 2024. Boots and/or shoes purchased by the employee must be designated "safety" article by the manufacturer. Safety equipment such as gloves, hats, cold weather or work gear, must also be approved of in advance by the Employer. Eligible employees will be reimbursed up to the yearly allowance benefit as follows: the employee will submit a request for safety boots or safety equipment and the Director or designee shall approve or deny the request within five (5) work days. If approved, the employee will then purchase the safety boots, shoes or safety equipment and will submit the receipt to the Employer for reimbursement. Any monies not spent will not be extended over into the next calendar year. If the request for purchase is denied, such denial shall not be grievable.

41.06 The Employer agrees to pay the Clerks and Assistant Bookkeeper a one (1) time wage adjustment of one and one-half percent (1.5%) for the Year 2004 only. (In lieu of the cleaning allowance.) The rates listed include this wage adjustment.

41.07 Due to the fact that on June 1, 2004, the Clerks and Assistant Bookkeeper received one-half (½) payment of their cleaning allowance, the City will increase their 2003 rate by the one and one-half percent (1.5%) and paying the net amount between the one and one-half percent (1.5%) amount and the One Hundred Seventy-Five Dollars (\$175.00) already paid.

ARTICLE XLII

PERSONNEL FILES

42.01 A copy of any material to be placed in an Employee's personnel file shall be presented to the Employee within three (3) working days after receipt in the Civil Service Office or Director's file. No anonymous or unsigned information will be placed in an Employee's personnel file.

42.02 The Employee may have access to his personnel file during regular working hours.

42.03 Material not in an Employee's file, at the time of a disciplinary action is taken, shall not be used against the Employee during grievance proceedings.

42.04 Disciplinary actions that are more than three (3) years old shall not be used for further disciplinary action.

ARTICLE XLIII

WORK BREAKS

43.01 All Employees shall be given a paid ten (10) minute break. The first shall be as near as practical, midway through the first half of the shift and the second as near as practical, midway through the second half of the shift during regular work hours.

43.02 Paid ten (10) minute breaks will also be given in the following instances:

- a. At the end of the regular work shift when overtime is scheduled
- b. In between every two (2) hours of overtime

43.03 If any Employee is required to work through or skip a scheduled lunch period, at the request of his supervisor, such Employee shall be paid at the applicable pay rate in lieu of taking lunch.

ARTICLE XLIV

JOB CLASSIFICATION

44.01 The Employer shall make available to the Union all applicable job specifications for all employees covered by this agreement.

- a. Job descriptions shall be written for every job classification covered by this Agreement.

ARTICLE XLV

STEWARD

45.01 The Union shall appoint a Chief Steward and an Assistant Steward from among the bargaining unit employees.

45.02 The Employer shall not hinder, coerce, restrain or interfere with the stewards during their performance of official Union business. Union business will not be conducted during working hours unless approved by the City.

45.03 Employees shall have the right to have a Steward present at any time disciplinary action is given by any Department Head.

45.04 In the event of a work place injury or illness, the Employee shall immediately notify the Employer and the Employer shall assume the responsibility to take care of the Employee's personal belongings and to assure proper emergency medical care.

45.05 The Steward shall have the right to use the Employer's telephone regarding Union business at Union expense during non-working hours. Telephones may be used to coordinate meetings with another bargaining unit member.

ARTICLE XLVI

EDUCATION REIMBURSEMENT

46.01 The City will agree to reimburse an employee for training programs specifically related to their employment position and pre-approved by the Department Head.

ARTICLE XLVII**SENIORITY**

47.01 Seniority shall be defined as the length of time an employee has been employed by the City of Brunswick in a full-time capacity. Seniority for newly hired employees shall accrue from the original date of hire once a probationary period of one hundred eighty (180) days has been satisfied.

47.02 Seniority shall prevail and apply to lay-off and recall according to O.R.C. 124.321.

47.03 The Employer shall post a notice of all Civil Service vacancies. Employees shall be given ten (10) working days in which to make application to fill the vacancy or new position created.

47.04 Promotions to Civil Service vacancies will be in accordance with O.R.C. 124.31.

47.05 Employees shall not suffer any loss of pay for applying for or taking any promotion test for the City of Brunswick.

47.06 Promotions to classified positions for City Employees shall be in accordance with O.R.C. 124.26©).

47.07 No new full-time, part-time, temporary Employee in the same classification will be hired, or part-time Employee retained, while regular full-time employees in the same classification are on lay-off status or working less than a regular work week.

47.08 Continuous service with the Employer shall not be considered broken unless the Employee:

1. Resigns
2. Is discharged for just cause
3. Is absent due to a lay-off for more than twelve (12) months
4. Absent from work two (2) days without notifying the City
5. Any unexcused absence, if absence is asked for and refused

6. Any laid off Employee who is called back to work and fails to contact Department Head five (5) days after return notice is sent to the Employee by Certified Mail by the City to his last known address appearing on City records

ARTICLE XLVIII

PERSONAL HOURS

48.01 An Employee may use up to sixteen (16) hours of sick time hours for personal hours. A maximum of eight (8) hours and a minimum of one (1) hour can be used on any given day.

ARTICLE XLIX

EXECUTION

49.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 20____.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 52:

FOR THE EMPLOYER:

David D. Dudas
Principal Officer

Carl S. DeForest
City Manager/Safety Director

Thomas Adams

Jeanne Barlow

Drew Flood

DIRECTOR OF FINANCE CERTIFICATE

I, Todd Fischer, Finance Director, hereby certify that sufficient funds are in the City Treasury, or in the process of collection, to the credit of the proper fund, free of any outstanding encumbrances or obligations. This Certificate is approved based on current information.

Todd R. Fischer
Finance Director

PROPOSED LEGISLATION



DATE: 10/25/2021

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Jim Foster

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 103-2021** - An ordinance accepting an extension of the Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Streets) for a period of two (2) years effective January 1, 2023 through December 31, 2024. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

BACKGROUND: The current Collective Bargaining Agreement expires on December 31, 2022; The City of Brunswick and the International Brotherhood of Teamsters Local 52 (Division of Streets) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement Extension effective January 1, 2023 through December 31, 2024.

PURPOSE AND EXPLANATION: To provide wages and benefits for union employees

IMPLEMENTATION SCHEDULE: Ordinance shall take effect and be in force from and after the earliest period allowed by law

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The 2023 and 2024 budgets will be compiled at a later date. The budget must follow the requirements of budgetary laws contained in the City Charter and ORC Section 5705. Costs associated with the Collective Bargaining Agreement are required to be appropriated by City Council in order to be paid.

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?
Ordinance to be read three (3) times

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 103-2021

BY: Committee-of-the-Whole

AN ORDINANCE ACCEPTING AN EXTENSION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 52 (DIVISION OF STREETS) FOR A PERIOD OF TWO (2) YEARS EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2024.

WHEREAS: The current Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Streets) will expire on December 31, 2022; and

WHEREAS: The City of Brunswick and the International Brotherhood of Teamsters Local 52 (Division of Streets) have bargained collectively and agreed to the terms and conditions of an extension of the Collective Bargaining Agreement effective January 1, 2023 through December 31, 2024.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the Council of the City of Brunswick hereby accepts the extension of the Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Streets) for a period of two (2) years effective January 1, 2023 through December 31, 2024, as attached hereto as Exhibit "A".

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

i
AGREEMENT

between

THE CITY OF BRUNSWICK

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 52

DIVISION OF STREETS

EFFECTIVE: January 1, 2020

EXPIRES: December 31, 2022

EXTENSION: January 1, 2023 to December 31, 2024

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ARTICLE I**PREAMBLE**

1.01 This Agreement is hereby entered into by and between the City of Brunswick, State of Ohio, hereinafter referred to as the "Employer" and the International Brotherhood of Teamsters, Local 52, hereinafter referred to as the "Union".

ARTICLE II**MISCELLANEOUS**

2.01 Notwithstanding any other provision in this Agreement, the Union may request discussions with the Employer once annually regarding staffing concerns and the utilization of part-time, seasonal or casual personnel. If requested, the Employer shall meet with the Union for such discussions within fourteen (14) days of such request. Nothing in this Article shall affect or limit management's rights.

ARTICLE III**MANAGEMENT RIGHTS**

3.01 The city reserves and retains solely and exclusively, all of its common law rights to manage the business of the City, as such rights existed prior to the execution of this Agreement, subject, however, to the provisions of this Agreement.

3.02 Matters of inherent management policy, which are not abridged by this Agreement, shall include, but are not limited to, such areas of discretion of policy, as the functions, and programs of the City, standards of service and its overall budget, utilization of technology, organizational structure and selection and direction of personnel, determination of the number of hours per day per week operations shall be carried on, determination of the number of employees required, the assignment of such work to employees in accordance with the requirements termed by the City, the establishment and change of work schedules, the right to take and enforce reasonable rules for maintenance of discipline, the right to suspend, discharge, or otherwise discipline employees for cause, the right to contract out work, and otherwise to take such measures as the City may determine to be necessary for the orderly and efficient operation of the City business, provided, however, that subletting of work shall not be used for the purpose of discriminating against members of the bargaining unit as the bargaining unit existed as of January 1, 1976.

3.03 Nothing herein contained shall be construed to limit the power of the City to suspend, or discharge any employee, or to terminate any employment for disciplinary reasons. Nothing herein contained shall be construed to limit the power of the City to lay off because of lack of work or shortage of available funds appropriated for payment of wages. Seniority shall prevail.

ARTICLE IV

RECOGNITION

4.01 The City hereby recognizes the Union as the sole and exclusive bargaining representative of its regular full-time employees of the Division of Public Properties, excluding casual employees, students employed during vacation, management level employees, supervisors, first level supervisors, confidential employees.

ARTICLE V

NON-DISCRIMINATION

5.01 No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

5.02 Neither the City nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, color, creed, age, sex, handicap, or national origin.

ARTICLE VI

DUES DEDUCTIONS

6.01 The Finance Director is hereby authorized to deduct from compensation payroll to Union employees of the Service Department, such amount as may be authorized by said employee, in writing, for the purpose of payment to International Brotherhood of Teamsters Local 52 for dues.

6.02 The employer agrees to deduct monthly Union dues, and/or Union assessments of the local Union from the first pay of each month, from any employee from whose written authorization is received and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made.

6.03 Dues check off authorization is to be voluntary, but once given, it may not be revoked until fifteen (15) days prior to the expiration of this Agreement.

6.04 The Union agrees to indemnify and save the employer harmless from any and all claims, suits, and other forms of liability arising out of actions taken by the employer for the purpose of complying with provisions of this article.

6.05 New Employees who do not become members within thirty-one (31) days following the beginning of their employment may voluntarily consent to pay a fair share fee as a voluntary contribution toward administration of the agreement. An employee is not required to pay fair share fees unless the employee voluntarily consents to do so and the Union shall provide the Employer with evidence that the employee voluntarily consents to pay fair share fees through payroll deduction. Voluntary fair share fees shall be deducted and remitted during the same period of dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. Deductions under this provision may be revoked in the same manner and under the same time frame as Union dues set forth in Section 6.03 above.

6.06 If a new employee declines to become a member of the Union, the City will inform the Union and will permit a representative of the Union to meet with the newly hired employee, for no more than fifteen (15) minutes, to discuss with the new employee what the Union does and the benefits of Union membership. This time will be considered paid time for the employee. If the Union representative is also an on-duty employee within the bargaining unit, the Union representative will also be paid for this time at their normal hourly rate and without penalty.

ARTICLE VII This Article is meant to be left blank.

ARTICLE VIII **NO-STRIKE**

8.01 All disputes regarding the interpretation or application of the express provisions of this Agreement shall be settled in accordance with a grievance procedure. There shall be no strikes or cessation of work by the employee, or lockouts by the City during the term of this Agreement.

8.02 Should there be any such disputes or differences between the City and the Union, or between the City and any of the employees, such grievances shall be reduced

in writing within five (5) days (working days) from the day of the alleged occurrence and submitted to the other party.

ARTICLE IX

PROBATIONARY PERIOD

9.01 All newly hired employees shall be considered probationary employees for a period of six (6) months from the beginning of employment, during which time, they shall have no seniority. Probationary employees will be eligible for insurance coverage beginning on the first of the month in which the employee's 90th day of employment falls within. A new employee may be summarily dismissed during such probationary period at the sole discretion of the City.

9.02 If such employee is retained beyond the probationary period, he shall immediately thereafter be classified as a regular employee and his seniority shall commence as of the date of his appointment unless previous agreements are agreed to by both the Union and the City.

ARTICLE X

WORK WEEK AND HOUR REGULATIONS

10.01 A normal work week consists of five days, Monday through Friday, from 7:30 a.m. to 4:00 p.m., except as may be provided by additional shift scheduled during winter operations. Winter shift operations shall commence between November 15 and December 15 and shall end on a Friday, between February 15 and March 31. This shift shall start at 11:30 p.m. and end at 8:00 a.m. All employees will be offered this shift, on a seniority basis, every four (4) weeks. The City will provide twenty-four (24) hour notice to the employees prior to the implementation of the winter shift at the start of each winter season.

10.02 One (1) half hour is provided each day for lunch. This half (½) hour period will start between 11:00 a.m. - 1:30 p.m. Employees may be required to eat on the job site.

10.03 Two (2) ten (10) minute coffee breaks per 8 hour shift are to be taken on the job site. If an employee needs to use the restroom during their break, that employee may leave the job site to drive to a facility. The ten (10) minute break is inclusive of any travel time. Late departure to the work site or early return to the garage, unless authorized, shall be cause for disciplinary action. Early return shall mean more than ten

(10) minutes before lunch or quitting time. Any employee who continually fails to report for work on time or leaves his work station early, shall have his pay reduced according to the following schedule:

- a. Loss of 6 to 12 minutes of work = .2 hour of pay deduction
- b. Loss of 13 to 18 minutes of work = .3 hours of pay deduction
- c. Loss of 19 to 24 minutes of work = .4 hours of pay deduction
- d. Loss of 25 to 30 minutes of work = .5 hours of pay deduction
- e. Loss of 31 to 36 minutes of work = .6 hours of pay deduction
- f. Loss of 37 to 42 minutes of work = .7 hours of pay deduction
- g. Loss of 43 to 48 minutes of work = .8 hours of pay deduction
- h. Loss of 49 to 54 minutes of work = .9 hours of pay deduction
- i. Loss of 55 to 60 minutes of work = one (1) hour of pay deduction

10.04 All employees will receive time and one half pay for all hours worked outside of the scheduled work day (Monday through Friday, 7:30 a.m. to 4:00 p.m., and during winter shift operations). If an employee fails to work eight (8) hours on a scheduled work day due to no fault of the City, he will not receive time and one-half pay until he completes eight (8) hours of work. All employees will receive time and one-half for all hours worked on Saturday and Sunday.

10.05 All hours worked beyond twelve (12) hours in a day, shall be paid double time an employee's regular rate of pay. Such twelve hours worked in a day must be consecutive hours worked in order to be eligible for the double time overtime pay. This payment cannot be converted into compensatory time.

10.06 Employees may elect to take off compensatory time in lieu of premium pay for overtime worked at the sole discretion of the Division Head. Such compensatory time shall be earned at a rate commensurate to the applicable hourly overtime rate.

10.07 Each employee must make a choice of pay or compensatory time upon submission of their time sheet for that pay period. If an employee does not make this choice, he shall be paid time and a half.

10.08 Maximum accrual of compensatory leave shall not exceed one hundred eighty (180) hours at any one time. When an employee has accrued the maximum compensatory time off of one hundred eighty (180) hours, all overtime worked shall be paid at the applicable rate.

10.09 For each employee, the City will pay out eligible comp hours earned as of the last work day of the first payroll period ending in November. Finance will provide employees with their available balance in November. Employees must have their comp carryover selection to Payroll, in writing, no later than fourteen (14) days after notification of balance by Finance. If written carryover selection is not received by Payroll by the previously mentioned deadline, any balance up to the maximum amount of forty-eight (48) hours will be automatically carried forward. Any hours over the carryover amount will be paid accordingly. Payment will occur as early as practically possible, but no later than December 20th. Accumulation of compensatory time will begin on the first day after the first payroll period ending in November and continue for 365 days. Hours paid shall be at the employee's current rate of pay as of the last work day of the last payroll period ending in November.

All employees must use their accrued compensatory time prior to December 15th of each calendar year. However, the City will allow for a maximum of forty-eight (48) hours of compensatory time to be carried into the next calendar year. All accrued compensatory time not used by December 15th or carried forward shall be paid to the employee at time and one-half.

ARTICLE XI

HOLIDAYS

11.01 Employees will observe thirteen (13) holidays.

11.02 Employees will be paid eight (8) hours pay at straight time for a holiday not worked. If they work, they will be paid the Holiday plus double time (2X) for hours worked on the holiday.

11.03 Holiday pay will be paid if the employee works the full workday preceding, and the next full workday after said Holiday, unless excused because of illness, substantiated by a certificate signed by a doctor, at the discretion of the Department Director. The following Holidays will be observed:

2020

1	Wednesday	New Year's Day	January 1
2	Monday	President's Day	February 17
3	Friday	Good Friday	April 10
4	Monday	Memorial Day	May 25
5	Friday	Independence Day	July 3
6	Monday	Labor Day	September 7
7	Monday	Columbus Day	October 12
8	Thursday	Thanksgiving Day	November 26
9	Friday	Day After Thanksgiving	November 27
10	Thursday	Christmas Eve	December 24
11	Friday	Christmas Day	December 25
12	Thursday	New Year's Eve	December 31
13	_____	Floating Holiday	_____

2021

1	Friday	New Year's Day	January 1
2	Monday	President's Day	February 15
3	Friday	Good Friday	April 2
4	Monday	Memorial Day	May 31
5	Monday	Independence Day	July 5
6	Monday	Labor Day	September 6
7	Monday	Columbus Day	October 11
8	Thursday	Thanksgiving Day	November 25
9	Friday	Day After Thanksgiving	November 26
10	Friday	Christmas Eve	December 24
11	Monday	Christmas Day	December 27
12	Friday	New Year's Eve	December 31
13	_____	Floating Holiday	_____

2022

1	Monday	New Year's Day	January 3
2	Monday	President's Day	February 21
3	Friday	Good Friday	April 15
4	Monday	Memorial Day	May 30
5	Monday	Independence Day	July 4
6	Monday	Labor Day	September 5
7	Monday	Columbus Day	October 10
8	Thursday	Thanksgiving Day	November 24
9	Friday	Day After Thanksgiving	November 25
10	Friday	Christmas Eve	December 23
11	Monday	Christmas Day	December 26
12	Friday	New Year's Eve	December 30
13	_____	Floating Holiday	_____

2023

1	Monday	New Year's Day	January 2
2	Monday	President's Day	February 20
3	Friday	Good Friday	April 7
4	Monday	Memorial Day	May 29
5	Tuesday	Independence Day	July 4
6	Monday	Labor Day	September 4
7	Monday	Columbus Day	October 9
8	Thursday	Thanksgiving Day	November 23
9	Friday	Day After Thanksgiving	November 24
10	Friday	Christmas Eve	December 22
11	Monday	Christmas Day	December 25
12	Friday	New Year's Eve	December 29
13		Floating Holiday	

2024

1	Monday	New Year's Day	January 1
2	Monday	President's Day	February 19
3	Friday	Good Friday	March 29
4	Monday	Memorial Day	May 27
5	Thursday	Independence Day	July 4
6	Monday	Labor Day	September 2
7	Monday	Columbus Day	October 14
8	Thursday	Thanksgiving Day	November 28
9	Friday	Day After Thanksgiving	November 29
10	Tuesday	Christmas Eve	December 24
11	Wednesday	Christmas Day	December 25
12	Tuesday	New Year's Eve	December 31
13		Floating Holiday	

11.04 If any of the Holidays fall on a Sunday, the following Monday will be considered the Holiday. If a Holiday falls on a Saturday, the preceding Friday will be considered a Holiday.

11.05 When scheduling "floating holidays" adequate coverage in the Department must be maintained.

ARTICLE XII**VACATIONS**

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

Upon completion of:	<u>VACATION</u>
One (1) year but less than five (5) years	2 weeks off
Five (5) years but less than eleven (11) years	3 weeks off
Eleven (11) years but less than fifteen (15) years	4 weeks off
Fifteen (15) years but less than twenty five (25) years	5 weeks off
Twenty five (25) years or more	6 weeks off

12.02 Employees with one (1) year, but less than five (5) years of service, may take vacation one (1) day at a time up to a total of five (5) days. Employees with five (5) or more years of service may take vacation one (1) day at a time up to a total of ten (10) days. These five (5) or ten (10) days must be taken in whole day increments and must be requested a minimum of five (5) days prior to taking same and must be approved by the Department Head. The remaining vacations must be taken in minimum of one (1) week.

12.03 If an approved Holiday occurs within the normal base work week during the employee's vacation, an additional vacation day will be granted either in conjunction with the vacation that is being taken or at another date as requested by the employee and approved by the Department Head.

12.04 No pay will be made in lieu of vacation.

12.05 Vacation periods shall be selected on the basis of continued service within the Department.

12.06 Each employee will be granted vacation based on the number of years of service. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). In case of an emergency, the City reserves the right to extend the length of time an employee may utilize his vacation period.

12.07 The Year 2005 will be considered the conversion year from anniversary date to calendar year for current full-time employees. The Year 2005 will be the first time vacation is computed on a calendar year basis.

12.08 Any full-time employee who does not have a full year of service on December 31, their conversion period will not be until the first full year after the employee's one-year anniversary.

12.09 Each employee shall be deemed to have earned his vacation and pay as of his eligibility date, even though he does not take vacation or receive vacation pay at the

time. Further, if the employment of an employee with one (1) or more years of service is terminated prior to his eligibility date, he shall receive vacation pay pro-rated in accordance with the number of months he had worked since his preceding eligibility date. However, if an employee quits his job without two (2) weeks' notice, he shall forfeit his termination vacation pay. Twenty-five percent (25%) of the employees will be permitted on vacation at any one time.

ARTICLE XIII

SICK LEAVE

13.01 Each employee will begin accumulating 1-1/4 sick days per month or 4.6 hours per eighty (80) hours worked after the first month of hire. Each employee will continue to accumulate sick leave at the rate of 1-1/4 days per month or 4.6 hours per eighty (80) hours worked.

13.02 In any case where an employee has accumulated sixty (60) days, provided in the above, and in the following calendar year, he/she is entitled to a minimum accumulation of fifteen (15) sick days, as an incentive to said man/woman not to use the sick days beyond the maximum, he/she shall be reimbursed at the end of said year for sick days not used in excess of sixty (60) days at a rate of ½ day's pay for each sick day not used. One-half (½) day's pay will be the employee's base hourly rate times four hours. Payment of these hours shall be made by January 31st.

13.03 Any employee who is unable by sickness, injury or other disability, to perform his duties, must call the City office and talk to his supervisor each day he is off. If the employee, or spouse, fails to call prior to his scheduled starting time on the days in which he is to work, he will be docked one (1) day's pay for that day.

13.04 Sick leave should not be used for office visits or treatments which could be scheduled during non-working hours.

13.05 After three (3) consecutive days of non-hospital leave, or eight (8) total days of sickness in any one year, a doctor's certificate shall be presented by the employee for each absence. It should be understood that if an employee is sick three (3) consecutive days or a total of eight (8) days, a sick slip must be presented for the three (3) days or the eighth (8) day, immediately upon returning to work and for any days thereafter. Employees submitting a doctor's certificate for an absence will be considered to have not used any of the eight (8) days.

13.06 An employee may use up to sixteen (16) hours of sick time hours for personal hours. A maximum of eight (8) hours and a minimum of one (1) hour can be used on any given day.

13.07 A patterned use of sick leave or excessive use is sufficient grounds for disciplinary action. A patterned use of sick leave is three (3) events that would indicate a direction, tendency, or characteristic behavior of an individual as it pertains to sick time use.

ARTICLE XIV

BEREAVEMENT LEAVE

14.01 When an employee is absent due to death in his immediate family, he shall be paid a maximum of three (3) days earnings at his regular rate. Such three (3) days will be any three (3) consecutive days which must include the day of the funeral. A member of the immediate family shall be considered an employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step siblings, or a legal guardian or other person who stands in the place of a parent. Immediate family may also include any other individual designated as "other relative" at the sole discretion of the Department Head and/or his designee. Denials of a designation of "other relative" by the Employer for purposes of bereavement pay shall not be grievable.

14.02 No payment will be made for any of the three (3) days which is a day the employee would not ordinarily be scheduled to work.

14.03 In the event of the death of a, grandparent-in-law, the employee shall be paid for the absence on the day of the funeral.

14.04 The intent of this provision shall be to protect the employer of lost earnings. Thus, the maximum of three (3) days in the event of a death in your immediate family is not a guarantee of three (3) paid days off. The days used as Funeral Pay will not be deducted from Sick Time.

14.05 If an employee's above relative dies while an employee is on vacation, and said employee uses his/her vacation time to attend the funeral, said employee shall be credited the vacation used for bereavement leave.

ARTICLE XV**ARMED SERVICE RESERVE DUTY**

15.01 Military Leave. Members who serve in the National Guard, U.S. Air Force Reserve, or the U.S. Army Reserve, U.S. Marine Corps Reserve, U.S. Coast Guard Reserve or U.S. Naval Reserve will be granted military leave of absence without loss of pay when ordered to temporary active duty, inactive duty training or when ordered to military training exercises conducted in the field for a period not to exceed twenty-two (22) eight (8) hour work days, or one hundred seventy six (176) tours during each federal fiscal year. "Federal fiscal year" means the beginning on the first day of October and ending on the thirtieth day of September. Such a leave of absence will not affect a person's right to vacation leave, sick leave, or seniority under the applicable collective bargaining agreement.

15.02 Any member who is entitled to military leave as provided in this Section and who is called to military duty for a period in excess of twenty (22) eight (8) hour work days or one hundred seventy six (176) hours in a federal fiscal year, for each fiscal year in which military duty is performed, because of an executive order signed by the President of the United States or an act of Congress is entitled to additional paid leave during the period designated in the order or act. The amount of payment during each month of this additional leave shall be the lesser of:

- (1) The difference between the member's gross monthly wage as a City employee and the sum of his/her gross military pay and allowances received that month; or,
- (2) Five hundred dollars (\$500).

15.03 However, no member shall receive payment if the sum of his/her gross military pay and allowances received in the month exceeds his/her gross monthly wage or salary as a City employee.

15.04 Re-employment of a member who leaves the employment of the City to serve in the armed forces of the United States of America or any branch therefore, shall be governed by the following principles:

- (1) An eligible member shall be re-employed in the position which the member would have been employed if the continuous employment of the member had not been interrupted by the period of military service, or an equivalent position, provided the member is qualified to perform such position.

- (2) Any member must request restoration of the position within ninety (90) days of receiving an honorable discharge from the armed services or the position shall be declared vacant. Nothing contained in this subsection shall obligate the City to pay a member who is on military leave of absence.
- (3) The term “armed forces of the United States” shall be deemed to include such services as designated by the Congress of the United States.
- (4) Nothing contained in this subsection shall obligate the City to re-employ a member whose accumulative absence for military service exceeds five (5) years.
- (5) This subsection shall be interpreted and applied in a manner consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. §43.01 *et seq.* and/or Section 5923.05 of the Ohio Revised Code, as applicable.

ARTICLE XVI

INSURANCE

16.01 Effective January 1, 2020, all employees under the City plan are required to contribute towards the employee’s total premium of the plan per month as follows: The per month payment would be applicable regardless of another alternative plan selected by the employee or whether the employee selects single or family coverage.

	2020	2021	2022	<u>2023</u>	<u>2024</u>
Plan 1	16%	16%	16%	<u>16%</u>	<u>16%</u>
Plan 2	16%	16%	16%	<u>16%</u>	<u>16%</u>
Plan 3	12%	12%	12%	<u>12%</u>	<u>12%</u>

Effective January 1, 2019, seventeen percent (17%) for employees **not** in the Wellness Program – for each Plan.

Any new employee hired after January 1, 2015, shall pay sixteen percent (16%) towards the premium per month for any plan selected beginning January 1, 2019.

16.02 The employee's contribution towards the premium will be deducted per pay period from the employee's pay. In the event an employee does not have enough funds available to contribute towards the premium, the employee will be required to make the employer whole in what had been paid for the year for the employee in insurance premiums.

16.03 In the event an employee resigns or is terminated, that employee will be required to make the employer whole in the amounts owed by the employee for premium contribution pursuant to the City's election form. This amount will be deducted from the employee's final paycheck from the City.

16.04 Employee will be eligible for insurance coverage beginning on the first of the month in which the employee's 90th day of employment falls within. Each employee will receive a booklet prepared by the Hospitalization program setting forth, in detail, the extent of the terms of their coverage.

16.05 In case an employee is absent from work due to layoff or leave of absence, the Employer will not be obligated to pay for insurance coverage beyond the end of the month in which such action begins.

16.06 The Employer reserves the right to change insurance carriers or coverage during the term of this Agreement so long as the benefits are same.

16.07 When an employee is returned to work following an absence from work due to illness or injury, which is not the result of their work, their insurance will commence the first date of his return to work.

16.08 One of the most important benefits an employee working for the City receives is Group Hospitalization and Group Surgical Plan along with a Major Medical Plan. In addition, the City agrees to provide the following insurance:

- Major Dental Program
- Prescription Drug Service Program
- Visual Care Program
- Flexible Plan beginning in 1999

16.09 The City will provide Major Medical coverage for the employees in the following manner:

A. Single Coverage: \$50.00 Deductible and \$50.00 co-insurance payments when using providers in-network. \$100.00 Deductible and \$150.00 co-insurance payments when using non-network providers.

B. Family Coverage: \$100.00 Deductible and \$100.00 co-insurance payments when using providers in-network. \$200.00 Deductible and \$300.00 co-insurance payments when using non-network providers.

16.10 An employee may decline the use of the City's hospitalization, surgical and major medical plans if satisfactory proof is submitted and accepted by the City that the employee is covered by an adequate hospitalization plan. An employee's spouse (if applicable) must also agree to this provision. The City will pay the employee One thousand five hundred dollars (\$1,500.00) for requesting to be completely removed from the City's hospitalization plan, or pay the employee Six hundred dollars (\$600.00) for changing from a family plan to a single plan. Initial payments for dropping or reducing the above coverage will be based on the number of months the coverage is not used and based on the date Administrative Services is notified of the opting out. Payment shall be made once annually by October 31st.

16.11 The City will provide a fully paid Life Insurance Policy for each full-time employee. The policy will cover \$1,000 life insurance for every \$1,000 the employee earns under a normal work schedule. The City will round the coverage to the next highest \$10,000 value. i.e., \$64,000 base hourly pay = \$70,000. New employees will receive this benefit the first day following the first full ninety (90) days from their date of hire.

ARTICLE XVII

LONGEVITY

17.01 In addition to such annual salary, employees shall receive yearly longevity pay in accordance with the following schedule, and subject to the following terms and conditions:

17.02 Employees shall be eligible for Longevity Pay on the amount shown on a calendar year basis. The Year 2005 was the conversion year from anniversary date to calendar year. Only continuous years of service as an employee for the City shall be used in determining the eligibility for the Longevity Pay. Payments to be made one time annually by October 31st of each year.

YEARS OF CONTINUOUS SERVICE COMPLETED	2020	2021	<u>2022</u>	<u>2023</u>	<u>2024</u>
<u>0-3</u>	N/A	N/A	<u>\$ 2,500.00</u>	N/A	N/A
4-5	\$ 300.00	\$ 300.00	<u>\$ 2,800.00</u>	<u>\$ 300.00</u>	<u>\$ 300.00</u>
6-7	\$ 500.00	\$ 500.00	<u>\$ 3,000.00</u>	<u>\$ 500.00</u>	<u>\$ 500.00</u>
8-9	\$ 700.00	\$ 700.00	<u>\$ 3,200.00</u>	<u>\$ 700.00</u>	<u>\$ 700.00</u>
10-11	\$1,000.00	\$1,000.00	<u>\$ 3,500.00</u>	<u>\$1,000.00</u>	<u>\$1,000.00</u>
12-13	\$1,200.00	\$1,200.00	<u>\$ 3,700.00</u>	<u>\$1,200.00</u>	<u>\$1,200.00</u>
14-15	\$1,400.00	\$1,400.00	<u>\$ 3,900.00</u>	<u>\$1,400.00</u>	<u>\$1,400.00</u>
16-17	\$1,600.00	\$1,600.00	<u>\$ 4,100.00</u>	<u>\$1,600.00</u>	<u>\$1,600.00</u>
18-19	\$1,800.00	\$1,800.00	<u>\$ 4,300.00</u>	<u>\$1,800.00</u>	<u>\$1,800.00</u>
20-21	\$2,100.00	\$2,100.00	<u>\$ 4,600.00</u>	<u>\$2,100.00</u>	<u>\$2,100.00</u>
22	\$2,300.00	\$2,300.00	<u>\$ 4,800.00</u>	<u>\$2,300.00</u>	<u>\$2,300.00</u>
23	\$2,500.00	\$2,500.00	<u>\$ 5,000.00</u>	<u>\$2,500.00</u>	<u>\$2,500.00</u>
24	\$2,700.00	\$2,700.00	<u>\$ 5,200.00</u>	<u>\$2,700.00</u>	<u>\$2,700.00</u>
25	\$2,900.00	\$2,900.00	<u>\$ 5,400.00</u>	<u>\$2,900.00</u>	<u>\$2,900.00</u>
26	\$3,000.00	\$3,000.00	<u>\$ 5,500.00</u>	<u>\$3,000.00</u>	<u>\$3,000.00</u>
27	\$3,100.00	\$3,100.00	<u>\$ 5,600.00</u>	<u>\$3,100.00</u>	<u>\$3,100.00</u>
28	\$3,200.00	\$3,200.00	<u>\$ 5,700.00</u>	<u>\$3,200.00</u>	<u>\$3,200.00</u>
29	\$3,300.00	\$3,300.00	<u>\$ 5,800.00</u>	<u>\$3,300.00</u>	<u>\$3,300.00</u>
30	\$3,400.00	\$3,400.00	<u>\$ 5,900.00</u>	<u>\$3,400.00</u>	<u>\$3,400.00</u>

(\$2,500.00 added to longevity for the 2022 year only and then revert back to previous schedule.)

ARTICLE XVIII

WAGES

18.01 In consideration of mutual covenants herein contained, the parties agree as follows: Effective January 1, 2020 through December 31, 2024, compensation paid to the following Union employees at the Division of Public Properties shall be:

(Wage scales reflect increases of: 2023 2 ½% and 2024 2 ¾ ½%)

18.02 EQUIPMENT OPERATOR - One (1) man full-time, qualified to operate gradall, backhoe, loader, motorized rollers and compactors, durapatcher, skid steer, mini excavator, sewer vac truck, sewer camera, and tractor (berm mowing, drilling, grading) available all hours, and capable of supervising a crew in performing such jobs as assigned to them shall receive:

<u>Year</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
2020	27.05	28.44	29.95	30.27	30.47	31.48
2021	27.73	29.15	30.70	31.03	31.23	32.27
2022	28.42	29.88	31.47	31.80	32.01	33.08
2023	29.13	30.63	32.25	32.60	32.81	33.90
2024	29.93	31.47	33.14	33.49	33.71	34.83

18.03 MECHANIC - Minimum One (1) man available all hours qualified to maintain City equipment beyond the preventative maintenance stage, shall receive:

<u>Year</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
2020	27.05	28.44	29.95	30.27	30.47	31.48
2021	27.73	29.15	30.70	31.03	31.23	32.27
2022	28.42	29.88	31.47	31.80	32.01	33.08
2023	29.13	30.63	32.25	32.60	32.81	33.90
2024	29.93	31.47	33.14	33.49	33.71	34.83

18.04 MAINTENANCE MAN - Regular full-time employees available all hours, qualified to operate equipment or perform mechanical work shall receive the following rate of pay when operating equipment or performing mechanical work:

<u>Year</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
2020	27.05	28.44	29.95	30.27	30.47	31.48
2021	27.73	29.15	30.70	31.03	31.23	32.27
2022	28.42	29.88	31.47	31.80	32.01	33.08
2023	29.13	30.63	32.25	32.60	32.81	33.90
2024	29.93	31.47	33.14	33.49	33.71	34.83

18.05 When performing all other services, they shall receive:

<u>Year</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
2020	23.76	25.03	26.29	26.93	27.68	29.83
2021	24.35	25.66	26.95	27.60	28.37	30.57
2022	24.96	26.30	27.62	28.29	29.08	31.34
2023	25.58	26.95	28.32	29.00	29.81	32.12
2024	26.28	27.69	29.09	29.80	30.63	33.00

18.06 LABORER - All full-time employees available all hours, working as a Laborer, shall receive:

<u>Year</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
2020	20.37	21.47	22.62	23.20	23.79	25.05
2021	20.87	22.01	23.18	23.78	24.38	25.68
2022	21.40	22.56	23.76	24.38	24.99	26.32
<u>2023</u>	<u>21.93</u>	<u>23.13</u>	<u>24.35</u>	<u>24.98</u>	<u>25.62</u>	<u>26.98</u>
2024	22.53	23.76	25.02	25.67	26.32	27.72

18.07 Maintenance men shall receive Mechanic's pay while they are performing oil changes on trucks and heavy equipment.

18.08 Maintenance men shall receive Operator's pay while operating equipment from the time he leaves the garage until he returns, unless assigned to another job.

18.09 Mechanics will not operate heavy equipment on a job site if Maintenance men are available unless in case of an emergency.

18.10 While snow plowing, only one (1) man will be permitted in a truck unless otherwise directed by the City. A minimum of two (2) men will be called out during snow plowing operations.

18.11 CONCRETE AND CARPENTERS WAGES - Payments of Concrete and Carpenters wages will be issued for the following: Sawing, building, fitting together and installing wood forms for any concrete work. Sawing and building wood headwalls, while installing concrete forms. Any other work that would come under the trade of a carpenter. After any matching work is done, and hand work that needs to be done for forms to fit. Pouring, mixing or use of concrete, motar mix, water plug or any related materials. Finishing - brooming or other types of edging. Sealing of catch basins. Sealing of sewer pipes, inside and outside brick or block work. Use of concrete saw (man using saw only). Use of concrete grinder (man using grinder only). Confined space work (Only worker making repairs in the confined space).

The hourly rate for performing such work shall be:

2020	\$33.40
2021	\$34.24
2022	\$35.10
<u>2023</u>	<u>\$35.97</u>
<u>2024</u>	<u>\$36.96</u>

18.12 Any employee assigned to work during the designated winter shift hours, as set forth in Article X, shall be entitled to a winter shift differential based upon the actual number of hours worked of an amount of seventy-five cents (\$.75) per hour starting January 1, 2020. Effective January 1, 2023 the rate will increase to eighty cents (\$.80) per hour. This applies to any winter shift any day of the week.

18.13 It shall be mandatory for all full time employees of the Division of Streets to have their bi-weekly pay checks direct deposited.

18.14 Pesticide Control: The Service Director may select up to two (2) workers in the Streets Department to obtain and retain certification in herbicide and pesticide control within the City of Brunswick. In order to encourage the development of our employees in this area, the selected employee(s) of the Streets Department will be paid Three Hundred Dollars (\$300.00) annually and attend the training during normal work hours. In order for payment to be made, a copy of an employee's certification must be presented to the Service Director, Administrative Services and Pay Roll by October 1st. Payment shall be made by October 31st.

ARTICLE XIX

OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM

19.01 The City will continue the State mandated pension system.

19.02 The City will pay the Employee's retirement contribution up to a maximum amount of 10% for the duration of this Agreement.

19.03 The City will provide deferred compensation retirement plans.

ARTICLE XX

LAY-OFF AND RECALL

20.01 In all cases of lay-offs and recalls, seniority of the employees on the roster shall govern subject to the ability to perform a particular job and according to job classification.

20.02 Employees last hired shall be first laid off, provided those employees remaining are capable of performing the available work.

20.03 When the City recalls an employee, the employees on lay-off shall be called in reverse order in which they are laid off, provided such employees are capable of performing the available work.

20.04 The determination of the ability of an employee to perform the available work shall rest with the City, subject to the grievance procedure of this Agreement.

ARTICLE XXI

COMMERCIAL DRIVER'S LICENSE

21.01 The City will reimburse the employees of the Division of Streets the full renewal fee for their Commercial Driver's License. Proof of renewal and receipt must be submitted to the Service Director and Administrative Services for approval prior for reimbursement. Annually, a current copy of each employee's driver's license and renewal, if applicable, must be submitted to the Service Director and to Administrative Services for verification.

21.02 All bargaining unit employees who have a Class A CDL shall receive an additional fifty cents (\$.50) per hour when operating equipment that requires a Class A CDL endorsement.

ARTICLE XXII

LINE OF DUTY INJURY LEAVE

22.01 A full-time employee's absence from work is necessitated because of an illness or injury that incurred while on the job with the City and said illness or injury is compensable under the Ohio Worker's Compensation law, injury leave may be granted at the discretion of the City Manager, or his/her designee, for a period of time not to exceed thirty (30) calendar days.

22.02 Such leave may be granted by the City Manager, or his/her designee, based upon the recommendation of the employee's Department/Division Head and upon submittal by the employee of a statement from a licensed physician justifying that the employee is unable to return to full work status due to the injury/illness.

22.03 Such leave shall not be charged against the employee's sick leave balance unless it is determined that the illness or injury is a non-work related illness or injury and is not compensable under Ohio Worker's Compensation Law.

22.04 In order to be eligible for injury leave, the employee must report the illness/injury to his/her supervisor within twenty-four (24) hours of the incident giving rise to the illness/injury.

22.05 Any employee who receives a paid leave under this Article shall not be entitled nor will apply for either temporary total disability or permanent and total disability benefits under Ohio Worker's Compensation Laws. This provision does not prohibit an employee from receiving other available worker's compensation benefits. In an employee received either temporary total disability or permanent and total disability while receiving injury wage continuation benefits under this section, the employee agrees to reimburse the City for all sums in excess of what the employee received under this section.

22.06 The injury leave pay set forth in this Article is cumulative for the duration of this Agreement in regard to the injury, i.e., successive "injuries" to the same body part(s) shall not constitute separate injuries and all related worker's compensation and related claims to the same or similar body parts shall be construed as one (1) injury and eligible for total leave time under this Article.

ARTICLE XXIII

WELLNESS PROGRAM

23.01 The Union and the Administration desire to promote health and fitness for its employees.

23.02 A Wellness Program has been designed with certain criteria. It is the responsibility of each employee who wishes to participate in a program to comply with all criteria required in order to receive the wellness payment. A report will be received from a Third Party Administrator as to who has complied with the required criteria. Payment is to be made by October 31st.

<u>2020</u>	<u>2021</u>	2022	<u>2023</u>	<u>2024</u>
\$800	\$800	\$800	<u>\$800</u>	<u>\$800</u>

Three (3) out of the following five (5) criteria will be required in 2017 for successful completion of the Wellness Program. Five (5) out of the five (5) following criteria will be required in 2018 for successful completion of the Wellness Program. Health Risk Assessment, Tobacco Certification, Physical, Biometrics and Lunch and Learn. The Union

and the Health Care Committee will have input into the required criteria for 2019. If no mutual agreement is reached for 2019, the above listed five (5) criteria will remain. Six (6) criteria as approved by the Health Care Committee will be required in 2020. Seven (7) criteria will be required in 2021 and eight (8) criteria will be required in 2022. Six (6) criteria in 2023 and 2024.

Starting in 2021, employees with family medical insurance coverage could receive an additional \$250.00 stipend if their spouse is a covered person under the city medical insurance plan and participates in BE WELL by completing a yearly physical and yearly biometrics screening. The employee must successfully complete the requirements to receive the annual stipend for their spouse. If spouses are employed by the city, each spouse can only qualify for one benefit from this article.

23.03 Participation in the program will not be held in a punitive nature against any employee. There will no longer be a nicotine mandate or fitness test associated with Wellness.

ARTICLE XXIV

PERFORMANCE EVALUATIONS

24.01 Employees of the Division of Streets shall be evaluated on a scheduled basis by Administration. Each employee shall be afforded every opportunity to provide written comments about the evaluation.

ARTICLE XXV

USE OF CITY VEHICLES

25.01 Laborers shall be permitted to use ½, ¾ and one ton trucks for purposes of transportation of persons, tools or materials, but will not operate snow plows or dump beds.

ARTICLE XXVI

RECREATION CENTER MEMBERSHIP

26.01 A single membership to the Brunswick Community Recreation and Fitness Center will be offered to members of this bargaining unit. Employees deciding to accept the membership will be required to sign up for the benefit. This membership is not mandatory nor is it automatic. If a single membership is accepted, the value of this

membership will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

26.02 If an employee chooses to enroll in a family membership, the single membership amount will be deducted from the total family amount. The employee would be required to pay the difference between the single and family membership. The single membership amount will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

ARTICLE XXVII

EMERGENCY BACK-UP

27.01 During the winter months there can be snow events that may cause our Division of Street employees to work the maximum number of hours per the Department of Transportation and/or cause the drivers to be fatigued.

27.02 In an effort to insure the safety of the travelers in our City, and to insure the safety of our employees, it is imperative that we continue plowing and salting operations once the above has occurred.

27.03 The City and Union have agreed to employ seasonal truck drivers in the Service Department for the task of plowing snow and salting. These employees may be employed during the months of November 1 through March 31. These employees shall be utilized on an emergency basis only. It is agreed that these employees will be used to augment the full-time work force in cases where the full-time employees state they are exhausted or fatigued or they are unavailable for work. This language does not limit management's ability to make a reasonable determination of an employee's ability to perform the work.

27.04 This is not an administrative attempt to erode the Union and is designed to be mutually beneficial.

ARTICLE XXVIII

This Article is meant to be left blank.

ARTICLE XXIX**GENDER AND PLURAL**

29.01 The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee, but is intended to refer to all employees regardless of sex.

ARTICLE XXX This Article is meant to be left blank.

ARTICLE XXXI**SEPARABILITY AND SAVINGS CLAUSE**

31.01 If any article or section of this Agreement should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby. Any masculine terms as used herein shall include the feminine and vice-versa.

31.02 In the event that any article or section is held invalid or enforcement of, or compliance with, which has been restricted as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the City, for, the purpose of arriving at a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.

31.03 This Agreement is for the period January 1, 2023, through December 31, 2024. All monetary items and benefits are considered to be binding.

ARTICLE XXXII**DURATION**

32.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2023 and shall continue in full force and effect until midnight, December 31, 2024.

32.02 Negotiation procedures shall be in compliance with Chapter 4117 ORC. All negotiation sessions shall be closed to the public and media and conducted during a time

mutually agreed upon by the respective parties, and the parties agree not to “go public” with the issues of the negotiations without giving the other party prior notice of such intent.

ARTICLE XXXIII

GRIEVANCE PROCEDURE

33.01 A Grievance Committee shall be selected by the Union members within the Division of Public Properties consisting of not more than three (3) full-time employees who are members of the Union.

33.02 In the event of any controversy concerning the meaning or application of any provision of this Agreement, there shall be no suspension of work, but such controversy shall be treated as a grievance and shall be settled, if possible, by the Grievance Committee and the City in the following manner:

Step 1: In the event an employee, covered by this Agreement, has a grievance, he shall discuss such grievance with his immediate supervisor and attempt to rectify same grievance, either alone or accompanied by his Steward. If the employee so wishes.

Step 2: In the event the employee cannot resolve the grievance with his immediate supervisor, he shall submit same grievance in writing to the Grievance Committee, with a copy given to the Union. Said Grievance Committee shall review the grievance.

Step 3: If the Grievance Committee finds merit in the grievance, the Committee shall file said grievance in writing to the Service Director within ten (10) working days from the occurrence of the grievance. The Service Director shall meet in an attempt to settle said grievance within fifteen (15) working days from the date that the grievance is presented to the Service Director.

Step 4: In the event no agreement is reached in Step three, within fifteen (15) working days, it shall be submitted to the City Manager and/or his representative and they shall meet with representatives of the Union and attempt to settle said grievance. The party so designated shall meet and attempt to adjust the grievance within fifteen (15) working days from the date grievance is presented to the City Manager.

33.03 A copy of all communications shall be sent to the Union.

ARTICLE XXXIV**ARBITRATION PROCEDURE**

34.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) working days after the rendering of the decision at Step 4, or a time limit default by the Employer at Step 4, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet in an attempt to mutually select an arbitrator, the Union will file for an arbitration panel from the Federal mediation and Conciliation Service (FMCS). They will request only names from the State of Ohio, Metropolitan Region. Within fifteen (15) days of receipt of the arbitration panel, the parties shall select an arbitrator through the alternative strike method, with the Union striking first.

34.02 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.

34.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

34.04 The hearing(s) shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.

34.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. In the event the arbitrator renders a split decision by neither denying nor sustaining the grievance in full, the costs of the arbitration shall be split equally between the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

34.06 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.

34.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any

determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his/her rights as provided by the Grievance and Arbitration procedures herein contained.

34.08 The Arbitrator will be agreed upon by both parties.

ARTICLE XXXV This Article is meant to be left blank.

ARTICLE XXXVI **FAMILY MEDICAL LEAVE**

36.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 (FMLA), and as set forth herein below.

36.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave. Any paid or unpaid leave shall be included in the computation of FMLA leave herein.

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

36.03 The annual twelve (12) month period shall commence and be measured forward from the date of the employee first uses the leave set forth above.

36.04 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

36.05 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

36.06 Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

36.07 Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

ARTICLE XXXVII

LEAVE OF ABSENCE

37.01 The nature of our operations is such that attendance on the job is critical. Employees who do not maintain good attendance records can be subject to disciplinary action. In unusual circumstances, however, employees are required to be away from their work for extended periods of time when such a situation occurs. The City may make available the following Leave of Absence policies for employees who have been employed for more than six (6) continuous months:

MILITARY LEAVE: Employees drafted into the Armed Forces of the U.S. government, or otherwise conscripted by the Government, shall be granted a Leave of Absence for their duration with the Government. Upon termination of service with the Government, the employee shall be returned to work at his regular job with all his rights and privileges enjoyed including seniority accrued to the date of termination, provided he is able to do such work physically, and that he applied for reinstatement within ninety (90) days' time limit specified in the Universal Military Training and Service Act.

LEAVE OF ABSENCE: Upon any written application, any employee who has been actively and continuously employed by the City for two (2) years may be granted a Leave of Absence without pay, for a period not to exceed sixty (60) days. Except in emergency situations, the employee must make application for such leave, at least two (2) weeks prior to the date leave is to commence. The City, in its discretion, can extend a leave of Absence for a period not to exceed an additional sixty (60) days. Leave of Absence will be granted only where the requirements permit, except for actual emergencies. Employees securing leave of Absence under false pretenses shall be discharged immediately. Employees granted a Leave of Absence shall notify their superior two (2) days in advance if they desire to return to work before the expiration of Leave. A Leave of Absence not in excess of thirty (30) days shall be included as active and continuous employment for vacation purposes.

EMPLOYMENT WHILE ON LEAVE OF ABSENCE: Any employee who is on Leave of Absence and engages in gainful employment without the written consent of the City during the time he is on such Leave of Absence, shall lose his seniority and/or be subject to discharge.

ACTIVE PAY STATUS: When an employee is receiving a normal rate of pay for hours worked, including sick time, vacation pay, holiday pay and bereavement pay.

ARTICLE XXXVIII

This Article is meant to be left blank.

ARTICLE XXXIX

EMERGENCY CALL INS

39.01 All employees properly reporting for work shall be guaranteed a minimum of four (4) hours work, at time and one-half, at such assignment set forth by the Service Director or Supervisor. This shall pertain to emergency call-in only. All employees are expected to report for emergency call ins. Any employee not responding for emergency call in, may be cause for disciplinary action. Employees given City cell phones, or by the employee's choice has provided a single personal contact number, must answer when called for official duties or work-related issues, or provide a reasonable explanation as to why they were not available. Any costs related to the employee's personal contact number shall be borne by the employee.

ARTICLE XL

JOB STEWARD

40.01 The Employer recognizes the right of the Union to designate one (1) Job Steward and two (2) Alternates. The authority of the Job Steward and the Alternate so designated by the Union shall be limited to and not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information -

- a. have been reduced in writing; or,
- b. if not reduced in writing, are of a routine nature and does not involve work stoppages, refusal to handle goods, or any other interference with the City's business.

40.02 The Job Steward and Alternate have no authority to take strike action or any other action interrupting the City's business.

40.03 The City recognizes these limitations upon the authority of the Job Steward and his Alternate, and shall not hold the Union liable for any unauthorized acts. The City, in so recognizing such limitations, shall have the authority to impose discipline, including discharge, in the event the Job Steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

40.04 The Job Steward shall be permitted time off without pay to investigate, present and process grievances on or off the property of the City, but such time off shall not be granted at a time when it would unreasonable interfere with operations.

ARTICLE XLI UNIFORM ALLOWANCE

41.01 The City of Brunswick will provide a daily change of uniforms for each employee.

41.02 The City agrees to pay to each employee who has been on active duty for the past year, a uniform and equipment replacement allowance annually:

2020	2021	2022	<u>2023</u>	<u>2024</u>
\$125	\$125	\$125	<u>\$125</u>	<u>\$125</u>

In order to use this benefit, an employee must use a City of Brunswick purchase order. Only items on the approved purchase list designated by the Director may be made using these monies to include Carhart quality jackets, spring and winter jackets, gloves, rain gear, etc.

41.03 Safety reflective T-shirts may be worn in summer months.

41.04 All bargaining unit employees starting in the year 2020 shall receive a Two Hundred Dollars (\$200.00) shoe/boot allowance per year. The shoe/boot allowance will

increase to Two Hundred Fifty Dollars (\$250.00) in 2022, 2023 and 2024. Boots and/or shoes purchased by the employee must be a designated "safety" article by the manufacturer. Reimbursement will be made, to the employee for the purchase of shoes or boots upon submitting a receipt showing the amount paid and verifying they are a "safety" designated article by the manufacturer. Any amount in excess of the shoe/boot allowance stipend will be paid for by the employee. A reimbursement form shall be provided by the Employer. Monies not spent will not be extended over into the next calendar year.

ARTICLE XLII

WORKING FOREMAN

42.01 The non-union position of Working Foreman shall be established with the following guidelines:

1. This position will have supervisory authority over all employees governed by this contract.
2. This position may perform any of the jobs or functions; or operate any vehicles or equipment of the City provided that -
 - a. No union members who are eligible to perform the job or function, or operate vehicles or equipment, are available to perform these duties.
 - b. If a union member, who is eligible to perform the job or function, or operate the vehicle or equipment, becomes available to perform these duties, the Foreman shall cease to perform the work and assign it to a union member.
 - c. The position of Working Foreman will not be eligible for overtime in lieu of union members.

42.02 It is the intent of the City to establish the position of Working Foreman to provide competent supervision and an adequate working force. It is also the intent of the City to not displace any union member from earning a rate of pay for which he is eligible to perform. It is not the intent of the City to reduce the union working force by the establishment of this position.

ARTICLE XLIII**JOB PROTECTION**

43.01 Seniority shall commence from the date of hire by the City of Brunswick. However, there shall be a six (6) month probationary period for all employees.

43.02 Seniority will be considered ended and all seniority rights ended and terminated so that no period of employment will be counted as seniority for any of the following reasons:

1. Discharge
2. Volunteer Quitting
3. Absence from work two (2) days without notifying the City
4. Any laid-off employee who is called back to work and fails to contact the Department Head three (3) days after return notice is sent to employee by the City to his last known address appearing on the City's records
5. Lay-off for one (1) year

43.03 Promotions shall be based on the following factors:

- a) Skill and ability by an employee to fill the vacant job. Skill and ability will be of primary importance in determining the employee's right to a promotion where a vacancy exists. Skill and ability to be determined by the Department Head and shall meet the ability to do the available job in a workman like manner.
- b) Physical Fitness
- c) For those jobs covered by Civil Service, a Civil Service examination will be required and Civil Service policies will prevail.

ARTICLE XLIV**BLOOD DONATIONS**

44.01 Employees will be permitted two (2) hours off with pay each year to donate blood at the local bloodmobile or donation station. All donations will be credited to International Brotherhood of Teamsters Local 52. The two (2) hours shall be utilized in one (1) day.

ARTICLE XLV**CREDIT UNION**

45.01 The Finance Director is hereby authorized to deduct from compensation payroll to Union employees of the Service Department, such amount as may be authorized by said employee, in writing, for purpose of deposit in to Teamsters Credit Union providing all employees of the City are provided the opportunity to utilize the full services of the Credit Union. When such deduction is authorized by said employee, the amount so deducted shall be paid by the Finance Director to International Brotherhood of Teamsters Local 52 for the purpose specified. Authorized deductions may only be modified on January 1st and July 1st of each year.

ARTICLE XLVI**RULES AND REGULATIONS**

46.01 Any time you find an organization of people, you will also find they have established certain rules, regulations and procedures to protect the best interest of the group as a whole. We have these rules in our operating procedures in the City of Brunswick, and our employee relations policies. From time to time constructive disciplinary action is required to see that these regulations and rules are followed. Such action is taken to help the employee become a better employee and a more constructive member of our team. The City Council does not desire to invoke disciplinary penalties; however, we must recognize that certain acts on the part of an employee are so serious as to endanger the safety in job security for other employees; therefore, we are listing herein certain actions when engaged in by the employees that will subject them to disciplinary action or discharge.

46.02 City Council urges each employee to study these rules and at all times comply with them. It is the employee's responsibility to keep the rules for future reference. Failure to comply with them will not be excused because an employee is not familiar with the rules indicated below:

1. Reporting to Duty - Each employee must be ready at the garage to work at the scheduled starting time, and at the conclusion of lunch, and at this work station at the end of break periods, and must remain there until the scheduled quitting time, which may include overtime.
2. Absence - Employee's absence places a greater burden on the City to find someone to perform the duties of the absent employee. It also places a burden on your fellow employees by requiring someone else to do your job.

- a) An employee must not be absent without securing permission from the Street Superintendent, or his designee, no later than 12:00 Noon of the day before the absence for any other reason than sickness or emergency.
 - b) If an emergency arises after an employee leaves work, he must telephone the office prior to the next starting time and give them the cause and probably length of absence.
 - c) An employee will not leave work after reporting for work without securing permission of the Street Superintendent or his designee.
3. Address - Family Status - If an employee changes his address or telephone number, he must report the change to the Street Superintendent, or his designee, immediately. If marital status or dependents change, it must be reported to the Street Superintendent, or his designee, immediately.
4. Safety Rules - All accidents or injuries, however small, must be reported to the Street Superintendent, or his designee, immediately.

46.03 Rules of Conduct - In a City such as ours there are certain regulations which govern the conduct of the employees, just as there are regulations that cover citizens in the community. These regulations, which are an aid in making safe and desirable working conditions for everyone, are posted for general information and to assure uniform administration of disciplinary action if it is ever necessary. These regulations are divided into two (2) main groups, depending on the disciplinary action to be taken. For any violation of the City rules, a written report must be completed promptly by the Street Superintendent, or his designee, and submitted to the Service Director.

46.04 A violation of the following rules by the employee is inexcusable and will result in immediate discharge:

- 1. Deliberate damage to City property or property of other employees.
- 2. Stealing during working hours.
- 3. Fighting during working hours.
- 4. Carrying concealed weapons or any other violation of criminal laws.
- 5. Immoral conduct or indecencies.
- 6. Willful hampering of production or failure to carry out a definite instruction or assignment with forethought.
- 7. Gross insubordination, disobeying orders.
- 8. Falsification of records.

9. Hiding, concealing, or misappropriation of City property or the property of other employees.
10. Gambling or conducting gambling activities.
11. Sleeping on the job.
12. Punching time clock card of another employee.
13. Drinking during normal work days or on overtime.
14. Possession of intoxicants or illegal drugs, or reporting to work under the influence of intoxicants or drugs.

46.05 A violation of any of the following regulations by an employee is considered misconduct and is not to be tolerated:

The first offense will bring: A VERBAL REPRIMAND (Union to be notified in writing)

The second offense will bring: A WRITTEN REPRIMAND

The third offense will be punishable with three (3) days off without pay.

Any further offenses may be punishable with RELEASE

A reprimand will be issued within five (5) working days of the infraction.

1. Careless use of materials or equipment.
2. Insubordination.
3. Playing "pranks" or "horseplay".
4. Unauthorized soliciting or canvassing the public during work hours.
5. Disorderly conduct.
6. Possessing or producing defective work through carelessness or negligence.
7. Abusive or threatening language.
8. Excessive absence from work or habitual tardiness.
9. Improper language and manners to the public.
10. Discussing City business with unauthorized persons.
11. Use of City equipment other than for City work unless authorized.
12. The use of City equipment for personal use such as traveling to restaurants during lunch time, shopping, dropping paychecks at your home, etc., unless authorized.
13. Movement of City equipment over City, County or State roads, streets or highways at a speed greater than posted.
14. Transporting, driving, or causing to be driven, any equipment in the area of the City except where authorized by City supervision.
15. Use of City telephones for personal calls except in cases of emergencies without permission is granted.
16. Absent from work without permission or satisfactory excuse.
17. Malingering (shirking work)
18. Leaving garage area before end of shift.

19. Failure to report personal injury.
20. Smoking in prohibited areas.
21. Posting unauthorized notices, or tampering with bulletin boards.
22. Improper parking or improper operation of cars or trucks in or out of the City.
23. Unreported absence without just cause.
24. Loitering - the collection of friends or acquaintances in work areas for conversation.
25. Failure to maintain security, plants, garages, buildings, and equipment.
26. Any property (private) knowingly damaged by City equipment and not reported by the operator to the office as soon as possible will mean the operator will assume full responsibility for the cost of the restoration.
27. Any damage to City property, which is due to the negligence of the employee, must be paid for by the employee.
28. Transporting any individual, other than a City employee, in a City vehicle without permission.

46.06 Eighteen (18) months after an employee has received a written reprimand, that reprimand will not be considered in further disciplinary action.

46.07 Twenty-four (24) months after an employee has received a suspension, that suspension will not be considered in further disciplinary action.

ARTICLE XLVII

SENIORITY

47.01 Seniority is based on the length of continuous service the employee has with the City. Seniority shall be accumulated during absence due to illness of less than twelve (12) months, or Leave of Absence, as long as such seniority is not terminated in accordance with other provisions of this Agreement.

47.02 The City shall supply the Union with a seniority list of all employees in the Service Department. Such lists shall be kept up to date and shall be made available to the Union upon request.

ARTICLE XLVIII

EXECUTION

48.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 20_____.

FOR TEAMSTERS LOCAL 52
DIVISION OF STREETS:

FOR THE EMPLOYER:

David D. Dudas
Principal Officer

Carl S. DeForest
City Manager/Safety Director

Eric Jackson

Scott Watkins

DIRECTOR OF FINANCE CERTIFICATE

I, Todd Fischer, Finance Director, hereby certify that sufficient funds are in the City Treasury, or in the process of collection, to the credit of the proper fund, free of any outstanding encumbrances or obligations. This Certificate is approved based on current information.

Todd R Fischer
Finance Director

PROPOSED LEGISLATION



DATE: 10/25/2021

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 88-2021** - An ordinance establishing Chapter 866 of the City of Brunswick Codified Ordinances to regulate mobile foodservice operations. - **2nd Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)

BACKGROUND: Chapter 866 is being established to regulate mobile foodservice operations.

PURPOSE AND EXPLANATION: Due to an increase in requests from vendors to operate a mobile food service within the city, Chapter 866 is being created.

IMPLEMENTATION SCHEDULE: First reading on September 13, 2021; then refer to the Planning Commission for a public hearing.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?
Recommend approval.

ADDITIONAL

INFORMATION:

1
CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 88-2021

BY: Committee-of-the-Whole

AN ORDINANCE ESTABLISHING CHAPTER 866 OF THE CITY OF BRUNSWICK CODIFIED ORDINANCES TO REGULATE MOBILE FOOD SERVICE OPERATIONS.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That Chapter 866 of the Codified Ordinances, titled "Mobile Food Service Operation", is hereby established to read as follows:

866.01 DEFINITIONS

As used in this Chapter:

(a) "Food" shall mean a raw, cooked or processed edible substance, ice, beverage or ingredient used or intended for use or for sale in whole or part for human consumption.

(b) "Mobile food service operation" means a food service operation that is operated from a movable vehicle or portable structure.

(c) "Mobile food service operation permit" shall mean the permit issued by the Division of Building pursuant to this Chapter.

(d) "Food service operation license" means the official document issued by the Medina County Health Department or by any other governmental agency with the authority to license food service operations.

866.02 MOBILE FOOD SERVICE OPERATION PERMIT

(a) Applications for a mobile food service operation permit shall be filed with the Division of Building, no less than ten (10) days prior to the proposed event, on a form to be furnished which shall require at least the following information:

- (1) The name of the applicant and the applicant's physical description.
- (2) The home address of the applicant, social security number, driver's license number and the tax identification number of the employer, if applicable.
- (3) The name and address of the applicant's employer.
- (4) All places of residence of the applicant and all employment during the preceding year.
- (5) The nature and the character of the foods to be sold.
- (6) The City income tax form must also be completed and filed with the application.

- (7) Written permission from the property owner to operate on the private property where the mobile food service operation is proposed to be conducted.
 - (8) A site plan showing the proposed location of the mobile food service operation.
- (b) The applicant shall furnish a recent photograph.
- (c) A B.C.I. and F.B.I. Web check must be completed through the Medina County Sheriff's Office and provided with the original application.
- (d) If the Chief of Police determines after an investigation that the applicant proposes to engage in a lawful commercial or professional enterprise and neither the applicant nor the enterprise upon which the applicant proposes to engage constitutes a clear and present danger to the residents of the City and all requirements of this Chapter have been satisfied, the Division of Building shall issue a permit to the applicant.

866.03 PERMITTED ZONING DISTRICTS FOR OPERATION

Excluding private events not open to the public, a mobile food service operation is permitted to be operated in the following Zoning Districts in the City:

C-G General Commercial (non-residential only)
 C-N Neighborhood Commercial
 GW-C Gateway Commercial
 C-H Highway Interchange Commercial
 Brunswick Town Center SPD-2 (Main Street District only)

866.04 PERMIT FEE

For the permit to be issued under the provisions of this Chapter, each applicant shall pay to the City seventy-five dollars (\$75.00) per each individual application. All permits issued hereunder shall be valid for a period of ninety (90) days from the date of issuance.

866.05 HOURS OF OPERATION

No mobile food service operations shall be conducted before 9:00 a.m. or after 7:00 p.m. on weekdays, or before 11:00 a.m. or after 9:00 p.m. on Saturdays, Sundays and legal holidays.

866.06 GENERAL REQUIREMENTS

(a) All persons employed and/or entities operating a mobile food service operation shall:

- (1) Register with the City for a mobile food service operation permit and display the permit in the vehicle at all times while operating within the City.
 - (2) Be eighteen (18) years of age or older.
 - (3) Wear clean, washable outer garment or uniform disclosing the name of the employer thereon.
 - (4) Maintain themselves in a clean condition and free from contagious disease.
 - (5) Possess a valid driver's license if operating a motor vehicle.
 - (6) Quarterly file a revenue report with the City of Brunswick Finance Department for any income generated in the City. Reports must be filed within thirty (30) days of quarter end.
 - (7) Maintain all necessary food service licenses as required by law.
 - (8) Comply with all food service and/or health guidelines as required by law.
 - (9) Provide the name of the business and its owner(s), the mailing address of the business, and the mobile telephone number of the operator.
 - (10) Provide the make, model, year and current registered license number of the mobile food vehicle.
- (b) All vehicles used for mobile food service operation shall:
- (1) Be clearly marked with the company name and phone number on both sides in letters at least four (4) inches high;
 - (2) Carry a minimum of one million dollars (\$1,000,000) bodily injury and property damage insurance. A copy of this insurance coverage policy must be filed with the application.
 - (3) Be safety inspected annually with certification by a mechanic that the vehicle is in safe operating condition. A copy of this inspection must be filed with the Division of Building as part of the application.
 - (4) Be issued an annual "Food Service Mobile License" by the Medina County Health Department. A copy of this license must be filed with the application.
 - (5) The operation of the mobile food vehicles shall at all times be in compliance with all applicable governmental rules and regulations, including but not limited to those of the County Public Health Department and the State.
 - (6) Not operate on City owned property or within the public right of way unless authorized by the City in writing.
- (c) Music on mobile food service operation vehicles must not be audible in excess of fifty (50) feet from the vehicle and must be turned off while the vehicle is stopped for sales.
- (d) No mobile food service operation shall sell, attempt to sell or offer for sale any wares:
- (1) Within one hundred (100) feet of any street intersection.

- (2) Within two hundred fifty (250) feet of any school premises, day care center, playground, church or place of worship unless these entities or facilities request the service.
 - (3) Within five hundred (500) feet of a special event unless approved as part of that event.
- (e) The following actions, without limitation, by an owner/operator of a mobile food service vehicle are hereby declared to be nuisances and are prohibited in the City:
- (1) The frequent and repeated canvassing in any area or upon any street by representative of the same organization.
 - (2) Failure to keep and maintain the vehicles and containers used for the sale of food in a clean and sanitary condition.
 - (3) The sale of food by a person with a communicable disease.
 - (4) Any other violation of this Chapter.
 - (5) No mobile food vehicle shall make or cause to be make any excessive noise, lighting or other method of attracting the attention of the public that otherwise complies with the City's noise ordinance and any other applicable regulation.
 - (6) Mobile food vehicles shall not be permitted free-standing temporary signage except one (1) menu board, with a maximum of six (6) square feet, placed adjacent to the mobile food vehicle.
 - (7) The City reserves the right to relocate a mobile food vehicle to an alternate location as determined by the City if the approved location needs to be used for emergency purposes or other public benefit.

866.07 REVOCATION

Any violations or complaints of this Chapter will be reviewed and investigated by the Division of Police. In addition to any other penalties provided herein, the permit issued pursuant to this Chapter may be revoked by the City Manager for any violation of this Chapter. Upon revocation, the applicant and/or owner may not reapply for a permit under this Chapter for a period of six (6) months from the date of revocation.

866.08 PENALTY

Whoever violates any of the provisions of this chapter shall be fined not more than seven hundred fifty dollars (\$750.00). A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Fijabi Julien-Gallam, CMC

PROPOSED LEGISLATION



DATE: 10/25/2021

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 90-2021** - An ordinance amending section 1252.04(h) of the codified ordinances of the City of Brunswick by removing bed and breakfast establishments as conditionally permitted uses in the R-L Low Density Residential District. - **2nd Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: In order to regulate the location of bed and breakfast establishments, Section 1252.04(h) is hereby deleted in its entirety.

PURPOSE AND EXPLANATION: Section 1252.04(h) will be deleted in its entirety, which will remove bed and breakfast establishments as a conditionally permitted use in the R-L Low Density Residential District.

IMPLEMENTATION

SCHEDULE: First reading on September 13, 2021; then refer back to the Planning Commission for a public hearing.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?
Recommend approval.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 90-2021

BY: Mr. Delsanter, Mr. Hanek and Mr. Ousley

AN ORDINANCE AMENDING SECTION 1252.04(h) OF THE CODIFIED ORDINANCES OF THE CITY OF BRUNSWICK BY REMOVING BED AND BREAKFAST ESTABLISHMENTS AS CONDITIONALLY PERMITTED USES IN THE R-L LOW DENSITY RESIDENTIAL DISTRICT.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That Section 1252.04(h) is hereby deleted in its entirety.

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

PROPOSED LEGISLATION



DATE: 10/25/2021

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 91-2021** - An ordinance amending sections 1254.03(f), (g) and (i) of the Codified Ordinances of the City of Brunswick by removing cemeteries, privately-owned recreational facilities and bed and breakfast establishments as conditionally permitted uses in the R-M Medium Density Residential District. - **2nd Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: In order to regulate conditionally permitted uses in the R-M Medium Residential District, cemeteries, privately-owned recreational facilities and bed and breakfast establishments will be eliminated.

PURPOSE AND EXPLANATION: The proposed text amendments in the R-M Medium Residential District are in keeping with the recommendations of the 2020 Advance Brunswick Comprehensive Plan Update.

IMPLEMENTATION

SCHEDULE: First reading on September 13, 2021; then refer back to the Planning Commission for a public hearing.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?
Recommend approval.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 91-2021

BY: Mr. Delsanter, Mr. Hanek and Mr. Ousley

AN ORDINANCE AMENDING SECTIONS 1254.03(f), (g) and (i) OF THE CODIFIED ORDINANCES OF THE CITY OF BRUNSWICK BY REMOVING CEMETERIES, PRIVATELY-OWNED RECREATIONAL FACILITIES AND BED AND BREAKFAST ESTABLISHMENTS AS CONDITIONALLY PERMITTED USES IN THE R-M MEDIUM DENSITY RESIDENTIAL DISTRICT.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That Sections 1254.03(f), (g) and (i) are hereby deleted in their entirety.

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

PROPOSED LEGISLATION



DATE: 10/25/2021

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 92-2021** - An ordinance amending section 1260.04(o) of the Codified Ordinance of the City of Brunswick by removing Multifamily Dwellings as a conditionally permitted use in the C-G General Commercial District. - **2nd Reading** (To be brought from Planning & Zoning Committee, *Administration, Grant Aungst*)

BACKGROUND: In order to regulate the location of multifamily dwellings, Section 1260.04(o) shall be deleted in its entirety.

PURPOSE AND EXPLANATION: Multifamily dwellings are being removed as a conditionally permitted use in the C-G General Commercial District in keeping with the recommendations of the 2020 Advance Brunswick Comprehensive Plan Update.

IMPLEMENTATION

SCHEDULE: First reading on September 13, 2021; then refer back to the Planning Commission for a public hearing.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

Recommend approval.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 92-2021

BY: Mr. Delsanter, M. Hanek and Mr. Ousley

AN ORDINANCE AMENDING SECTION 1260.04(o) OF THE CODIFIED ORDINANCES OF THE CITY OF BRUNSWICK BY REMOVING MULTIFAMILY DWELLINGS AS A CONDITIONALLY PERMITTED USE IN THE C-G GENERAL COMMERCIAL DISTRICT.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That Section 1260.04(o) is hereby deleted in its entirety.

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

PROPOSED LEGISLATION



DATE: 10/25/2021

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 93-2021** - An ordinance amending the Design Guidelines for the Joint Development Overlay District. - **2nd Reading** (To be brought from Planning & Zoning Committee, Administration, Grant Aungst)

BACKGROUND: Section JDOD.3 has been amended to allow only conditionally permitted uses in the Joint Development Overlay District; there are no permitted uses.

PURPOSE AND EXPLANATION: In order to regulate development in the JDOD Districts, only conditionally permitted uses are allowed.

IMPLEMENTATION SCHEDULE: First reading on September 13, 2021; then refer back to the Planning Commission for a public hearing.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?
Recommend approval.

**ADDITIONAL
INFORMATION:**

1
CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 93-2021

BY: Mr. Delsanter, Mr. Hanek and Mr. Ousley

AN ORDINANCE AMENDING THE DESIGN GUIDELINES FOR THE JOINT DEVELOPMENT OVERLAY DISTRICT.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That Section JDOD.3 of the Design Guidelines shall be amended to read as follows:

“(a) Conditionally Permitted Uses: Townhomes, single-family attached units, single-family detached residential units, apartments (including studio apartments), work-live units, flats, home offices above garages, retail below apartments and hotels.

(b) ***

(c) There are no ~~conditionally~~-permitted uses in the Joint Development Overlay Districts.”

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

ORDINANCE NUMBER 105-2021

By Committee of the Whole

AN EMERGENCY ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS COMPONENTS OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION OF NEW LEGISLATION IN THE UPDATED REVISED CODIFIED ORDINANCES; AND TO REPEAL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS: Section 3.18b. of the City Charter provides for the general codification of all City ordinances and resolutions having the force and effect of law and requires that such codification be kept current; and

WHEREAS: The Walter H. Drane Co. has completed its updating and revision of the Codified Ordinances of the City; and

WHEREAS: Various ordinances of a general and permanent nature that have been enacted by Council since the date of the last updating and revision of the Codified Ordinances need to be include in the Codified Ordinances of the City; and

WHEREAS: Certain changes made in the Codified Ordinances to bring City law into conformity with State law.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the editing, arrangement and numbering or renumbering of the ordinances and parts of ordinances attached hereto as “Exhibit “A” as though fully herein written, are hereby approved as parts of the various component codes of the Codified Ordinances of the City of Brunswick, Ohio, so as to conform to the classification and numbering system of the Codified Ordinances.

SECTION 2: That the sections of the Traffic and General Offenses Codes, as amended and attached hereto as Exhibit “B” as though fully herein written, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly.

SECTION 3: That all ordinances and resolutions and parts thereof that are in conflict with any of the provisions of the new matter approved, adopted and listed on Exhibit “A” and in Section 1 are hereby repealed, except as follows:

- (a) The enactment of such matter shall not be construed to affect a right of liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or any action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision or to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and recodification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to September 13, 2021.

SECTION 4: That a copy of this ordinance shall be posted in the five public places set forth in Section 222.01 of the Codified Ordinances, together with notice as to where copies of the September 2021 Replacement Pages for the Codified Ordinances of the City, hereby approved, adopted and enacted, may be viewed and inspected by the public. A copy shall also be furnished to City Officers, Medina County Law Library and the Brunswick Public Library.

SECTION 5: That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare and for the additional reason that it is immediately necessary to have an up-to-date codification of the laws of the City, pursuant to Section 3.18b. of the City Charter, that is in conformity with State Law, where such conformity is required by Article XVIII, Section 3, of the Ohio Constitution, with which to administer the affairs of the City and to preserve law and order of the City. Therefore, this Ordinance and the September 2021 Replacement Pages for the Codified Ordinances, hereby approved, adopted and enacted, shall be in full force and effect from and after its passage by the required number of votes, as set forth in Section 3.16 of the City Charter.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
 Acting Clerk of Council
 Elana Green

EXHIBIT “A”

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
96-2020	2-8-21	1270.10(b)
17-2021	2-22-21	248.09
23-2021	4-26-21	Repeals 1266.04(d)
27-2021	5-24-21	1242.02(76.1)
28-2021	5-24-21	Repeals 1266.04(e)(f)
29-2021	5-24-21	Pt. 12 Appendix C
30-2021	3-22-21	February 2021 Replacement Pages
32-2021	6-14-21	Repeals Ch. 1264
33-2021	6-14-21	1270.10(a)(3), Ch. 1270 Tables A to C; Repeals 1270.06(c)
34-2021	6-14-21	1274.09(k)
35-2021	6-14-21	1280.06(c)(f)
47-2021	6-14-21	220.01(a)
51-2021	5-10-21	836.12

EXHIBIT “B”

Traffic Code

402.183	Low-Speed Micromobility Device. (Added)
402.22	Pedestrian. (Amended)
402.51	Vehicle. (Amended)
432.211	Report of Vehicle Failing to Yield Right of Way to Public Safety Vehicle. (Amended)
432.37	Driving Upon Sidewalks, Street Lawns or Curbs. (Amended)
434.03	Maximum Speed Limits. (Amended)
436.02	Permitting Operation Without Valid License; One License Permitted. (Amended)
436.021	Ohio Driver’s License Required for In State Residents.
(Amended)	
436.04	Certain Acts Prohibited. (Amended)
436.09	Display of License Plates or Validation Stickers; Temporary License Placard. (Amended)
472.13	Operation of Personal Delivery Device on Sidewalks and Crosswalks. (Added)
472.14	Low-Speed Micromobility Devices. (Added)
474.10	Motorized Bicycle Operation. (Amended)
474.12	Electric Bicycles. (Amended)

General Offenses Code

618.051	Cruelty to Companion Animals. (Amended)
606.20	Interfering with Civil Rights. (Amended)
624.01	Drug Abuse Control Definitions. (Amended)
636.21	Vehicular Homicide and Manslaughter. (Amended)
642.11	Criminal Mischief. (Amended)
642.12	Criminal Trespass. (Amended)
642.121	Aggravated Trespass. (Amended)
642.03	Property Exceptions as Felony Offense. (Amended)
642.14	Passing Bad Checks. (Amended)
648.09	Making False Alarms. (Amended)
666.08	Procuring; Engagement in Sexual Activity for Hire. (Amended)
666.09	Soliciting. (Amended)
666.091	Loitering to Engage in Solicitation. (Amended)
666.10	Prostitution. (Amended)
672.02	Carrying Concealed Weapons. (Amended)
672.07	Unlawful Transactions in Weapons. (Amended)

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

A RESOLUTION PERMITTING THE CITY ADMINISTRATION TO SELL, THROUGH PUBLIC INTERNET AUCTIONS, PERSONAL PROPERTY, INCLUDING MOTOR VEHICLES ACQUIRED FOR THE USE OF MUNICIPAL OFFICERS AND DEPARTMENTS, AND ROAD MACHINERY, EQUIPMENT, TOOLS, OR SUPPLIES, WHICH ARE NOT NEEDED FOR PUBLIC USE, OR ARE OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED, FOR THE YEAR 2022.

WHEREAS: Ohio Revised Code Section 721.15 permits municipalities to sell obsolete/unfit items by internet auction; and

WHEREAS: An annual Resolution adopted by City Council is required to permit the City to utilize the internet auction provision of ORC Section 721.15.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That this Council hereby permits the City Administration to utilize the internet auction for the sale of personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, or supplies, which are not needed for public use, or are obsolete or unfit for the use for which it was acquired for the year 2022.

SECTION 2: That the Clerk of Council shall cause notice of the adoption of this resolution to be published, in a newspaper of general circulation in the City, of the City's intent to sell unneeded, obsolete or unfit municipal personal property by internet auction. The notice shall include a summary of the information provided in this Resolution and shall be published at least two (2) times. The second and any subsequent notice shall be published not less than ten (10) nor more than twenty (20) days after the previous notice.

SECTION 3: That the Clerk of Council shall cause a notice to be posted continually throughout the calendar year in a conspicuous place in the offices of the Clerk of Council and the City Council and shall cause said notice to be posted continuously throughout the year on the City website.

SECTION 4: That the City shall conduct the internet auction via eBay (or other similar bidding site as long as notice is given) using the parameters provided by the auction site. Minimum price or reserve may be set, but is not required by law.

SECTION 5: That bidding shall continue for no less than fifteen (15) days, including Saturdays, Sundays and legal holidays, and shall be set for each item as noted on the internet auction site.

SECTION 6: That all terms and conditions of sale, including but not limited to pick-up and delivery, method of payment, sales tax, complete descriptions and/or pictures of the items, shall be specified for each item on the internet auction site.

SECTION 7: That the highest bidder upon the close of the open bidding period will be deemed to be the successful bidder of the internet auction. Upon the close of the auction, the City shall remit an invoice to the successful bidder for the amount of the bid. The successful bidder shall remit the entire payment within ten days of receipt of the invoice. Acceptable forms of payment include cashier's check, certified check, or money order. Other payment arrangements may be made by the City where circumstances warrant. Payment options such as on-line payment systems and PayPal or similar services are acceptable payment options. Notwithstanding the foregoing, all payment options are subject to the approval of the City's Finance Director.

SECTION 8: That all communication with the successful bidder shall occur in writing. Arrangements and costs associated with delivery to the successful bidder shall be the sole responsibility of the successful bidder. Risk of loss will be transferred to the successful bidder upon the tendering of the goods to the shipping company chosen by the successful bidder.

SECTION 9: That all items shall be sold without warranty in "AS IS" condition. All advertisements, listings, and notices shall be subject to the following language:

"The City of Brunswick, its officers, employers and agents offer this item for sale "AS IS" without any warranty or condition, express, implied or statutory. The City of Brunswick, its officers, employers and agents, specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement."

SECTION 10: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 11: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Acting Clerk of Council
Elana Green

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 106-2021

BY: Committee-of-the-Whole

A RESOLUTION PERMITTING THE CITY ADMINISTRATION TO SELL, THROUGH PUBLIC INTERNET AUCTIONS, PERSONAL PROPERTY, INCLUDING MOTOR VEHICLES ACQUIRED FOR THE USE OF MUNICIPAL OFFICERS AND DEPARTMENTS, AND ROAD MACHINERY, EQUIPMENT, TOOLS, OR SUPPLIES, WHICH ARE NOT NEEDED FOR PUBLIC USE, OR ARE OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED, FOR THE YEAR 2022.

WHEREAS: Ohio Revised Code Section 721.15 permits municipalities to sell obsolete/unfit items by internet auction; and

WHEREAS: An annual Resolution adopted by City Council is required to permit the City to utilize the internet auction provision of ORC Section 721.15.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That this Council hereby permits the City Administration to utilize the internet auction for the sale of personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, or supplies, which are not needed for public use, or are obsolete or unfit for the use for which it was acquired for the year 2022.

SECTION 2: That the Clerk of Council shall cause notice of the adoption of this resolution to be published, in a newspaper of general circulation in the City, of the City's intent to sell unneeded, obsolete or unfit municipal personal property by internet auction. The notice shall include a summary of the information provided in this Resolution and shall be published at least two (2) times. The second and any subsequent notice shall be published not less than ten (10) nor more than twenty (20) days after the previous notice.

SECTION 3: That the Clerk of Council shall cause a notice to be posted continually throughout the calendar year in a conspicuous place in the offices of the Clerk of Council and the City Council and shall cause said notice to be posted continuously throughout the year on the City website.

SECTION 4: That the City shall conduct the internet auction via eBay (or other similar bidding site as long as notice is given) using the parameters provided by the auction site. Minimum price or reserve may be set, but is not required by law.

SECTION 5: That bidding shall continue for no less than fifteen (15) days, including Saturdays, Sundays and legal holidays, and shall be set for each item as noted on the internet auction site.

SECTION 6: That all terms and conditions of sale, including but not limited to pick-up and delivery, method of payment, sales tax, complete descriptions and/or pictures of the items, shall be specified for each item on the internet auction site.

SECTION 7: That the highest bidder upon the close of the open bidding period will be deemed to be the successful bidder of the internet auction. Upon the close of the auction, the City shall remit an invoice to the successful bidder for the amount of the bid. The successful bidder shall remit the entire payment within ten days of receipt of the invoice. Acceptable forms of payment include cashier's check, certified check, or money order. Other payment arrangements may be made by the City where circumstances warrant. Payment options such as on-line payment systems and PayPal or similar services are acceptable payment options. Notwithstanding the foregoing, all payment options are subject to the approval of the City's Finance Director.

SECTION 8: That all communication with the successful bidder shall occur in writing. Arrangements and costs associated with delivery to the successful bidder shall be the sole responsibility of the successful bidder. Risk of loss will be transferred to the successful bidder upon the tendering of the goods to the shipping company chosen by the successful bidder.

SECTION 9: That all items shall be sold without warranty in "AS IS" condition. All advertisements, listings, and notices shall be subject to the following language:

"The City of Brunswick, its officers, employers and agents offer this item for sale "AS IS" without any warranty or condition, express, implied or statutory. The City of Brunswick, its officers, employers and agents, specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement."

SECTION 10: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 11: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Acting Clerk of Council
Elana Green