

NOTICE  
SPECIAL MEETING OF COUNCIL

Clerk's Office, Brook Park, Ohio

April 29, 2016

TO: COUNCIL MEMBERS TROYER, MENCINI, POWERS, SCOTT, BURGIO, McCORMICK, SALVATORE, COUNCIL PRESIDENT ASTORINO, MAYOR COYNE, LAW DIRECTOR HORVATH, FINANCE DIRECTOR CINGLE

YOU ARE HEREBY NOTIFIED THAT A SPECIAL MEETING OF COUNCIL  
HAS BEEN CALLED FOR THE PURPOSE OF:

XXX COUNCIL MEETING

CAUCUS MEETING

XXX EXECUTIVE SESSION

OTHER (Specify)

Such special meeting will accordingly be held on TUESDAY, the 3<sup>rd</sup> day of

MAY, IMMEDIATELY FOLLOWING THE REGULAR COUNCIL MEETING at the place of holding regular meetings. (\*Refer to Rules of Council, No. 4, if applicable.)

**SUBJECT:**

A. **ROLL CALL OF MEMBERS**

B. **PLEDGE OF ALLEGIANCE**

L. **REMARKS FROM THE AUDIENCE ON THE ORDINANCES AND/OR RESOLUTIONS THAT PERTAIN TO THE AGENDA**

M. **INTRODUCTION OF RESOLUTIONS AND ORDINANCES (FIRST READING):**

SEE ATTACHED SHEET

P. **ADJOURNMENT**

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk of Council

**NOTE: EXECUTIVE SESSION – PERSONNEL MATTERS**

**M. INTRODUCTION OF RESOLUTIONS AND ORDINANCES: (FIRST READING):**

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE LODGE NO. 15 (PATROL OFFICERS) AND DECLARING AN EMERGENCY Introduced by Mayor Coyne
2. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE BROOK PARK POLICEMEN, OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (SERGEANTS AND LIEUTENANTS) AND DECLARING AN EMERGENCY Introduced by Mayor Coyne
3. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MUNICIPAL FOREMENS' AND LABORERS' UNION LOCAL 1099 AND DECLARING AN EMERGENCY Introduced by Mayor Coyne
4. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE TEAMSTERS UNION LOCAL 436 AND DECLARING AN EMERGENCY Introduced by Mayor Coyne
5. AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE ADMINISTRATIVE CODE TO PROVIDE ADJUSTMENTS IN COMPENSATION FOR EMPLOYEES OF THE CITY, OTHER THAN ELECTED OFFICIALS OR THOSE COVERED UNDER NEGOTIATED LABOR CONTRACTS AND DECLARING AN EMERGENCY Introduced by Mayor Coyne

CITY OF BROOK PARK, OHIO

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT  
WITH THE FRATERNAL ORDER OF POLICE LODGE NO. 15  
(PATROL OFFICERS),  
AND DECLARING AN EMERGENCY

WHEREAS, a contract between the City and The Fraternal Order of Police Lodge No. 15 (Patrol Officers) has been negotiated by the Mayor and presented to Council pursuant to the provisions of Chapter 4117 of the Ohio Revised Code; and

WHEREAS, said contract shall be effective January 1, 2016 through December 31, 2018

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract on behalf of the City with The Fraternal Order of Police Lodge No. 15 (Patrol Officers) effective January 1, 2016 through December 31, 2018 a copy of said contract is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein.

SECTION 2: The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated for said purpose.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and inhabitants thereof, such emergency existing for the further reason that the previous contract with The Fraternal Order of Police Lodge No. 15 (Patrol Officers) will be extended through December 31,

2018; ; provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

APPROVED: \_\_\_\_\_  
MAYOR

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS

  
\_\_\_\_\_  
DIRECTOR OF LAW

\_\_\_\_\_  
DATE

**AN AGREEMENT**

**between**

**THE CITY OF BROOK PARK**

**and**

**THE FRATERNAL ORDER OF POLICE,  
LODGE NO. 15**

**(PATROL OFFICERS)**

**Effective: January 01, 2016**  
**Expires: December 31, 2018**

## AGREEMENT

This Agreement is made and entered into by and between the City of Brook Park (hereinafter referred to as the "Employer") and the Fraternal Order of Police, Lodge No. 15 (hereinafter referred to as "FOP" or "Association").

### ARTICLE I INTENT OF THE AGREEMENT

**1.01** The Employer has recognized the FOP as the representative of employees of the Division of Police, both parties now desire to enter into a new Agreement to supersede all previous agreements, and to provide for the peaceful adjustment of any differences that may arise from time to time during the term of this Agreement without resort to strike, and to set forth clearly the terms and conditions of employment and responsibilities of each party and to promote harmony and efficiency to the end that the citizens of Brook Park, Ohio will enjoy uninterrupted police protection and service during the term of this Agreement.

### ARTICLE II RECOGNITION

**2.01** The Employer hereby recognizes the FOP as the exclusive representative for negotiating wages, hours and other terms and conditions of employment for all sworn full-time employees of the Division of Police occupying the positions of patrol officers and detectives, excluding sergeants, lieutenants, the Captain, Chief of Police, all part-time, seasonal and temporary employees, and all other full-time and part-time employees of the Employer.

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

### ARTICLE III MANAGEMENT RIGHTS

**3.01** Except as specifically limited by explicit provisions of the Agreement, the Employer reserves and retains, solely and exclusively, all rights, powers and authority, including the right to determine and fulfill the mission of the Division of Police of the Department of Public Safety, determine staffing policy and in all other respects to plan, manage, evaluate, administer, govern, control and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

(a) To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Employer, standards of service, overall budget, utilization of technology and organizational structure;

(b) To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance;

- (c) To determine the size, composition, structure and adequacy of the work force;
- (d) To establish and determine job qualifications and duties and to establish, modify, consolidate and abolish jobs or job classifications;
- (e) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, and for just cause demote, discipline, suspend and discharge employees;
- (f) To lay off employees in the event of lack of work or lack of funds or under conditions where the Employer determines that the continuation of such work is unnecessary;
- (g) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- (h) To determine the location of facilities and to introduce new and/or improved equipment and methods;
- (i) To determine the financial policies and procedures of the Employer, including the exclusive right to allocate and expend all funds of the Employer;
- (j) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

**ARTICLE IV**  
**DUES DEDUCTION**

**4.01** During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the FOP and the regular monthly FOP dues from the wages of those employees who have individually and voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees in the Division of Police for whom the Employer is currently deducting dues.

**4.02** 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 Employer the amounts due and owing from the employees involved.

**4.03** The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. Employee has no pay due on the pay date, such amounts deducted from the next or subsequent pay.

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

**4.05** 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 V** **AGENCY SHOP**

**5.01** All members of the bargaining unit, as identified in Article II of this Agreement, shall either (1) maintain their membership in the FOP; (2) become members of the FOP; or (3) pay a service fee to the FOP in an amount not greater than the annual dues for membership in the FOP, as a condition of employment, all in accordance with Ohio Rev. Code Sect. 4117.09.

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

#### **ARTICLE VI** **ASSOCIATION REPRESENTATION**

**6.01** The parties recognize that it may be necessary for an employee representative of the FOP to leave a normal work assignment while acting in the capacity of representative. The FOP recognizes the operational needs of the employer and will cooperate to keep to a minimum time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the Chief. The Employer will compensate a representative at the normal rate for the time spent in the good-faith processing of grievances, and at any meetings at which the Employer requests a representative to be present, but only for such time expended during normal working hours.

**6.02** Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours, without loss of pay.

**6.03** Department representatives and Officers of the Fraternal Order of Police shall be afforded eighty (80) hours time off per year to attend Association meetings. There shall be no carryover of hours from one calendar year to the next.

#### **ARTICLE VII** **NO STRIKE**

**7.01 No Strike.** Neither the FOP nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of

this Agreement. A breach of this section shall be grounds for discipline. The FOP shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the FOP meets all of its obligations under this Article.

**7.02** The FOP shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

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

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

## **ARTICLE VIII** **DISCIPLINE**

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

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

**8.03** Any disciplinary action against a non-probationary employee shall be processed in accordance with the Grievance and Arbitration Procedure in Article IX of this Agreement beginning at Step 3 (Police Chief level) of the Grievance Procedure.

## **ARTICLE IX** **GRIEVANCE AND ARBITRATION PROCEDURE**

### **9.01 Definitions.**

A "grievance" is a dispute or difference between the Employer and the FOP or the Employer and an employee concerning the interpretation or application of any provision of this Agreement.

For the purpose of this Article, "working days" means Monday through Friday. In the event the Employer or its representatives does not respond in accordance with the time limitations as set forth herein, the grievance will automatically move to the next step of the Grievance Procedure.

## **9.02 Grievance Procedure.**

(a) Step 1. An employee who has a grievance may take it up orally with the Lieutenant (or at the next rank level above where the discipline was meted out), either alone or with a representative of the FOP, within one calendar week after the events occur which gave rise to the grievance. The Lieutenant will respond orally or in writing within two (2) working days after the grievance is presented. If there is no rank of Lieutenant, the grievance should be taken up orally with the Captain in accordance with Step 2.

(b) Step 2. If the grievance is not satisfactorily settled at Step 1, it shall be taken up orally with the Captain within three (3) working days after receipt of the Step 1 answer. The Captain will respond orally or in writing within two (2) working days after the grievance is presented.

(c) Step 3. If the grievance is not satisfactorily settled at Step 2, it shall be reduced to writing with details and remedy requested and submitted to the Police Chief on forms provided by the Employer within five (5) working days after receipt of the Step 2 answer. The Chief will meet with the employee and with representatives of the FOP within three (3) working days of the receipt of the grievance and will provide the FOP with a written answer within two (2) working days after the meeting.

(d) Step 4. If the grievance is not satisfactorily settled at Step 3, the employee may appeal in writing to the Director of Public Safety on forms provided by the Employer within five (5) working days after receipt of the Step 3 answer. The Director will meet with the employee and with representatives of the FOP within three (3) working days of the receipt of the grievance and will provide the FOP with a written answer within two (2) working days after the meeting.

(e) Step 5. If the grievance is not satisfactorily settled at Step 4, the employee may appeal, in writing, to the Mayor on forms provided by the Employer within five (5) working days of the receipt of the Step 4 answer. The Mayor, or his designee, shall respond in writing within five (5) working days of the receipt of the appeal.

(f) Step 6. If the grievance is not satisfactorily settled at Step 5, the FOP may submit the grievance to arbitration by notice to the Employer within fifteen (15) working days of the Step 5 answer. The parties will promptly meet to select an arbitrator from the panel of arbitrators herein contained and will choose one by the alternative strike method. Fees and expenses of the arbitrator so selected will be shared equally by the parties.

**9.03 Attendance at Arbitration.** An employee or Employer official requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending the arbitration proceeding. Any request made by either party for the attendance of witnesses shall be made in good faith. At no time shall the number of employees in attendance exceed three (3) employees at any one time.

**9.04 Policy Grievance.** A grievance which affects a substantial number of employees may be initiated at Step 3 of the Grievance Procedure.

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

**9.06 Binding Arbitration.** The grievance procedure set forth herein is the exclusive method of resolving disputes and all decisions of arbitrators or settlements of grievances reached prior to arbitration shall be final and binding on the Employer and the FOP; provided that the withdrawal of any grievance at any stage shall not be prejudicial to the positions of the parties as they relate to that grievance or any future grievance.

**9.07** There is hereby created a panel of arbitrators for the selection of an arbitrator pursuant to this procedure. The arbitrators shall be: 1) James Mancini; 2) Dennis Minni; 3) David Pincus; 4) Robert Stein; and, 5) Nels Nelson.

## **ARTICLE X** **DUTY HOURS**

**10.01** The regular work week for employees in the Division of Police will be forty (40) hours.

**10.01a** Effective February 8<sup>th</sup> 2015, and pursuant to the order of the Chief of Police, the Patrol Division schedule shall convert to a twelve (12) hour work day whereby each member assigned to patrol duty shall work six (6), 12-hour days and one (1), 8-hour day within a two week pay period. Overtime shall be calculated for any hours worked in excess of twelve (12) hours on a scheduled 12-hour shift, or in excess of eight (8) hours on a scheduled 8-hour shift.

**10.02** All Patrolmen who adjust their schedules four (4) times per year for training ( in-service or otherwise departmental approved), court, schedule adjustment to fit manpower needs or for other operational need, shall receive twenty (20) hours of pay, to be paid in the first pay period of December each year and will be in a separate check and distinct from any other regular compensation.

## **ARTICLE XI** **PERMANENT SHIFTS**

**11.01** There shall be permanent shifts for non-probationary patrol officers. The FOP will be responsible to balance shifts among senior and junior members. In that regard, FOP members will make an annual shift selection by seniority and submit the same to the Employer for review. Shift assignments will not be used as a form of discipline. This provision is applicable to patrol officers, except all employees assigned to special units. Employees, if any, in the motorcycle unit and K-9 unit can only select those shifts authorized for such units or his designee (i.e., motorcycle unit cannot bid for midnight shift and K-9 unit cannot bid for day shift). Employees within the detective bureau will have their shifts assigned by the Employer.

**11.02** The City shall have the right to request that an officer be removed from his/her selected shift for good cause. After such request, the parties shall meet and negotiate before the City makes a final decision as to such removal. The Employer will make every effort not to switch an officer's shift during the calendar year; provided, however, that if a shift discrepancy occurs during the year, the Employer will meet with the FOP before it makes any final decision. Nevertheless, affected individuals shall have the right to file a grievance regarding such shift change directly at Step 5 (Mayor's level) of the Grievance Procedure. No action on shift change will be taken until the Mayor or his designee provides a written response in accordance with Step 5 of the grievance procedure.

**11.03** Officers will not be required to switch shifts to fill a manpower need unless an officer's absence will be greater than fourteen (14) days. The Employer will seek volunteers to fill shift discrepancies. If there are no volunteers, the Employer agrees to make every effort to fill shift discrepancies by reverse seniority.

## **ARTICLE XII** **OVERTIME**

**12.01** When a full-time employee is required to work in excess of their regularly scheduled work day, overtime will be computed on a daily rather than weekly basis, such employee shall receive an overtime payment at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for each hour worked beyond the regularly scheduled tour of duty. Time spent for required and approved school, training, staff meetings and court appearances (outside of regular duty time) will be paid at time and one-half (1-1/2), provided, however, that the employee shall receive a minimum of three (3) hours' pay for each such appearance (whichever is greater). For purposes of court appearances, in the event that any portion of the actual court appearance falls within the officer's regular shift time, or if the actual court time is scheduled within thirty (30) minutes of the regularly scheduled shift, the officer shall be entitled to additional compensation for only that amount of time actually spent outside of his regularly scheduled shift.

**12.02** Overtime will be computed by including all items such as longevity, cost-of-living, and extra training pay.

**12.03** Employees shall be eligible to receive either compensatory time or overtime at the rate of time and one-half as noted above. The employee compensatory time system will be set-up as a two (2) bank system referred to as the (A) bank, and the (B) bank. Employees may accumulate no more than one hundred twenty (120) hours of compensatory time in either one of the two banks. Employees eligible for such time shall have the right to receive overtime pay or compensatory pay as they choose.

**12.04** Employees will be able to accrue compensatory time in the (A) bank not to exceed one hundred twenty (120) hours at any time. This compensatory time bank will carry over year to year, but shall not exceed one hundred twenty (120) hours at any time. Employees will be able to accrue a separate annual bank, the (B) bank, of up to one hundred twenty (120) hours of compensatory time to either be utilized or paid in the calendar year as follows:

(a) Any approved compensatory time as time off shall not be used to create or result in overtime payments to other officers.

(b) Compensatory time not utilized and approved by the Employer prior to the payout periods set forth in this paragraph will be paid out and the account paid to a zero (0) balance twice per year, payable in July and December each year. Payouts under this provision will be made for compensatory time accumulated more than two (2) pay periods to the payout.

(c) Payouts of accumulated compensatory time shall be non-pensionable as set forth in the Police and Fire Pension statute and the Ohio Administrative Code Rules.

However, when an employee accumulates one hundred twenty (120) hours of compensatory time, he/she must take overtime pay at the applicable rate of pay for that year.

All employees shall receive eight (8) hours of compensatory time during the first pay period of each year, which shall be added to their compensatory time (B) bank. If such time creates the compensatory time bank to exceed the one hundred twenty (120) hour limit, then this time must be used in such year causing the bank to drop back to the one hundred twenty (120) hour limit.

**12.05** Employees who currently have more than one hundred twenty (120) hours of compensatory time in each of the (A) + (B) banks will not be eligible to receive additional compensatory time and must receive overtime pay until their one of the compensatory time "banks" is reduced to below one hundred twenty (120) hours.

**12.06** The use of compensatory time may not create an overtime situation elsewhere in the department.

### **ARTICLE XIII** **LEAVES**

**13.01 Sick Leave.** Each employee shall be credited with sick leave at the rate of ten (10) hours for each completed month of service. Employees may use sick leave, upon the approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury or death in the employee's immediate family. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's balance on the basis of one hour for every hour of absence from previously scheduled work. An employee using sick leave shall furnish a satisfactory written signed statement justifying its use. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal. This section shall be uniformly administered as to all employees. No sick leave may be granted to an employee upon or after his retirement or termination of employment.

### **13.02 Conversion of Unused Sick Leave.**

(a) An employee who retires shall be entitled, as part of the employee's final pay, to a lump sum payment of one-half (1/2) of all of the employee's accrued and unused sick leave not to exceed a maximum payout of 1200 hours (1/2 of 2400 hours equals 1200 hours maximum payout). The payment will be based upon the employee's hourly rate on the last date of employment and will eliminate all accrued and unused sick leave. To be eligible, an employee must have at least ten (10) years of full-time employment with the Employer. "Retirement" means disability or service retirement under any state retirement system.

(b) Any current employee who has accumulated over 1920 hours of sick leave as of January 01, 2005, will be paid one-half (1/2) of all accumulated sick leave (with no maximum) at the rate of pay at the time of retirement or death. Such conversion shall take place as soon as possible after the effective date of retirement, but not later than sixty (60) days thereafter. Current employees who have not accumulated over 1920 hours of sick leave as of the effective date of this agreement are not eligible for the additional sick leave payment (i.e. are subject to the maximum payout of 1200 hours).

(c) The above sick leave conversion payment will be paid after a member retires, or paid to his estate upon his death.

**13.03 Funeral Leave.** A full-time employee shall be granted a leave of absence with pay, not to be charged against sick leave, in the event of the death of his spouse, mother, father, legal guardian within the family environment, child, stepchild, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, or sister-in-law. The attendance of funerals for other family members as approved by the Chief of Police shall be charged against sick leave. The employee will be granted three (3) working tours leave for the following: legal guardian within the family environment, stepchild, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, and sister-in-law. To be eligible, the employee must notify the Employer in the manner it will establish and must attend the funeral. Failure to do so or misrepresentation of the facts relating to funeral leave shall be grounds for disciplinary action, including discharge. Eighty (80) hours of leave shall be granted to a member of the Department whose spouse, parent, or child dies. Employees may utilize sick leave for additional time in excess of the time off granted.

**13.04 Jury Duty Leave.** Any full-time member of the Division of Police who is called for jury duty and any full-time employee who is called and actually serves on the jury in any court, either federal, county or municipal, shall be paid his or her regular salary less any compensation received from such court for jury duty as provided for in the Ohio Revised Code.

**13.05 Wage Continuation/Transitional Work Policy.** All employees are subject to the Employer's Wage Continuation/Transitional Work Policy which is on file at the Human Resources Commissioner's Office.

### **13.06 Leave of Absence Without Pay.**

The Chief of Police may grant a leave of absence without pay to employees. The employee must request in writing all leaves of absence without pay. The request shall state the reason(s) for taking such leave of absence and the dates for which leave is requested. The leave may be granted for a maximum duration of six (6) months. This leave is in addition to any leave provided by the Family and Medical Leave Act or other provisions of this collective bargaining agreement. If it is determined that the leave is not actually being used for the purpose it was granted, the Chief of Police may cancel the leave and direct the employee to return to work.

(a) An employee who fails to return to service from a leave of absence without pay may be removed from service. A member who fails to return to duty and is subsequently removed from service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

(b) Upon completion of a leave of absence, the member is to be returned to his/her classification formally occupied. Time spent on authorized leaves of absence without pay will count toward seniority, layoff purposes and for computing the amount of vacation leave, provided the member is properly returned to service and is not serving a probationary period.

(c) Members that do not return to service from a personal leave of absence shall not receive service credit for the time spent on such leave.

(d) This provision is not subject to the grievance procedure.

(g) Except for seniority, no other employee benefits, including health care, are accrued under this provision.

**13.07 Leave Donation Program.** Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-employees who are in critical need of leave due to a serious illness or injury of the employee or a member of his or her immediate family. An employee may not donate paid leave if it will result in the employee having less than forty (40) hours of accrued leave. An employee is not entitled to receive donated paid leave until he first exhausts all of his accumulated leave time. Employees may not actively solicit donations for paid leave.

**13.08 Sick Leave Bonus.** Effective January 01, 2012, any employee who does not utilize any paid sick leave for a period of three (3) consecutive months shall be entitled to ten (10) hours of compensation. At the employee's option, this compensation is to be ten (10) hours of straight time placed into the employee's compensatory time (B) bank or paid in cash in the first pay period following each three month period. The cash payment shall be in a separate check and distinct from any other regular compensation. The consecutive month periods shall be:

- 1) January, February, and March.
- 2) April, May, and June.
- 3) July, August, and September.
- 4) October, November, and December.

**13.09 Family and Medical Leave Act.** Employee may request and be granted time off without pay pursuant to the Family and Medical Leave Act of 1993 (FMLA). Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave, the employees shall continue to receive health insurance benefits with the same conditions as set forth in Article XVII. Employees are subject to the Employer's FMLA policy.

#### ARTICLE XIV VACATION

**14.01** All full-time employees shall be granted the following vacation leave, with pay, for each year based on length of service with the Employer. Vacations shall be taken from January 01 through December 31 and shall be selected by employees in December preceding the year the vacation is to be taken based upon seniority and classification.

<u>Years of Service</u>	<u>Length of Vacation</u>
After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 18 years	5 weeks

**14.02** Compensation for vacation shall be based upon forty (40) hours of pay at the employee's regularly hourly rate for each week of vacation.

**14.03** Any break in service by an employee will result in a forfeiture of all accumulated years of service. Break in service shall mean retirement or resignation by an employee or termination by the Employer, which is final.

**14.04 Accumulation.** Vacation shall be taken in the calendar year following the calendar year in which it is earned, except that all employees of the Division of Police may accumulate up to three times their annual vacation provided that in no event shall such accumulation exceed ten (10) weeks. Accrued vacation time in excess of accumulation permitted by the preceding paragraph, and carried over to the following calendar year, shall be forfeited.

**14.05** Employees may be permitted to take their earned vacation time (1-5 weeks), one day at a time provided that permission for such vacation has been secured from the Chief or his designee and further provided that such vacation does not cause overtime.

**14.05a** Employees may be permitted to take their earned vacation time (1-5 weeks), in hour increments provided that permission for such time off has been secured from the Chief or his designee and further provided that such time off does not create overtime.

**ARTICLE XV**  
**HOLIDAYS**

**15.01** All full-time employees who work the following holidays shall be compensated at the overtime rate for all hours worked:

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

In lieu of holidays, employees shall be credited with eighty (80) hours of time off and such time off shall be taken according to departmental rules, except that should any holiday be taken prior to the actual date of the holiday, an employee shall be liable for repayment of the holiday pay to the Employer if the employee ceases to be an employee of the Employer by the date of the holiday.

**15.02** Any full-time employee who actually works on one of the holidays enumerated in Section 1 will be compensated at the overtime rate defined in Article XII, Section 1, for the hours actually worked on the holiday. Any full-time employee who is working overtime on one of the holidays enumerated in Section 1 will be compensated an additional one-half (1/2) of their normal rate.

**15.03** All full-time employees shall be entitled to twenty-four (24) personal hours. Time off shall be taken according to departmental rules.

**15.04 Holiday Time Cash-Out** All full-time employees who are not on the department's sick leave abuse program shall be entitled to exchange up to eighty (80) hours holiday leave each year for cash compensation. The employee must inform the Employer of the number of holiday hours, if any, he wants to exchange for cash compensation by December 1<sup>st</sup> of each year. The payment for the exchanged holiday leave hours will be in the first pay period of December and will be in a separate check and distinct from any other regular compensation.

**15.05 Mental Health / Stress Day** Any employee desiring to take time off which will interfere with shift manpower requirements may have another bargaining member work the shift for which the time off is requested. The employee working these hours will be paid the normal overtime rate. Each bargaining unit member will be permitted to use this benefit three times per calendar year. This time off request must be made with at least a three (3) hour notice, to enable the shift supervisor to fill these overtime hours.

Time for this will be deducted from the employee's sick time bank, and will not be counted against the employee in regards to the Sick Time Bonus, (Section 13.08). If the employee does not have at least twelve (12) hours in their sick time bank, Mental Health / Stress Day will not be granted.

Only one bargaining member per shift will be permitted to use this Mental Health / Stress Day at a time. Consideration will be granted to multiple requests depending on the time frame such request was made, and the ability to fill multiple openings.

Any employee not utilizing this annual benefit shall receive a check for two hundred dollars (\$200.00) for each day not utilized in the preceding year. Such payment to be issued by January 31<sup>st</sup>, and will be in a separate check and distinct from any other regular compensation.

**ARTICLE XVI**  
**COMPENSATION**

**16.01** Effective January 1<sup>st</sup> of each year, the salary paid to patrol officers shall be as follows:

	<b>2016</b>	<b>2017</b>	<b>2018</b>
Start	\$56,017	\$57,137	\$58,280
After 24 months	\$62,669	\$63,922	\$65,200
After 36 months	\$65,105	\$66,407	\$67,735
After 48 months	\$67,539	\$68,890	\$70,268
After 5 years	\$67,769	\$69,124	\$70,506
After 10 years	\$68,155	\$69,518	\$70,908
After 15 years	\$68,542	\$69,913	\$71,311
After 20 years	\$68,929	\$70,308	\$71,714
After 25 years	\$69,316	\$70,702	\$72,121

The wages shown above include the \$200.00 cost-of-living bonus which has been rolled into the base rate.\*

**16.02 Shift Differential.** Effective February 8, 2015, for members assigned to the 0700hrs to 1900hrs shifts shall receive a payment of \$210 for shift differential. Members assigned to the 1900hrs to 0700hrs shifts shall receive a payment of \$624. All members assigned to the Detective Bureau shall receive a shift differential of \$185. All payments shall be evenly divided into their bi-weekly pay. These amounts shall also be paid in 2016, 2017, and 2018.

**16.03 Professional Pay** In order to encourage continuing professional training and proficiency, all employees who undertake training and are granted accreditation or certification in three (3) of the following fields:

- \*\*Firearms Proficiency
- LEADS Certification
- Blood Alcohol Analysis
- Radar and/or Laser Certification
- \*\*AED Trained

Shall be paid an annual professional wage supplement in the amount of Seven Hundred Fifty Dollars (\$750.00) annually provided, however, that such employees shall maintain such accreditation or certification in three (3) of the above fields respectively under professional guidelines and requirements established by the State of Ohio or the Chief of Police for the City of Brook Park.

The payment for the Professional Pay will be in the first pay period of July and will be in a separate check and distinct from any other compensation.

\*\* The categories (Firearms Proficiency + AED Trained) must be two of the three (3) fields in which the accreditation or certification is maintained.

#### **16.04 Extra Training Pay.**

(a) All full-time employees who have completed forty-four (44) credit hours in Law Enforcement courses with a grade of "C" or better in each course shall, receive two (2%) percent of the top Patrolmen salary in addition to their annual salary as an incentive for completing such Law Enforcement courses.

(b) All full-time employees who have completed the course and who have received an Associate Degree in Law Enforcement shall receive four (4%) percent of the top Patrolmen salary in addition to their annual salary as an incentive for obtaining such degree.

(c) All full-time employees who earn a degree above an Associate Degree in Law Enforcement, such as a bachelor or master degree, and provided the courses taken to earn such degree are job related to police technology, shall receive four (4%) percent of the top Patrolmen salary in addition to their annual salary as an incentive for obtaining such degree.

(d) The payment referred to in paragraphs (a), (b), and (c) of this Section are to be made at the time the required degree is received and also during the first pay period of July of each subsequent year; however, if an employee receives a two (2%) percent payment in July of any year for completing Law Enforcement courses and later in the same year qualifies for a four (4%) percent payment for receipt of a degree under paragraph (b) or (c), the Employer shall pay the individual an additional two (2%) percent upon receipt of such degree.

(e) The maximum payment per year for any employee under this Section will be four (4%) percent of the top Patrolmen salary in addition to an employee's annual salary.

(f) All full-time employees who desire to attend classes for extra training pay under this Section shall attend classes on their own time and/or compensatory time previously earned. Such employees shall not be awarded overtime for classes attended on their own time.

1) If an employee wishes to attend classes when scheduled for duty, using compensatory time, it shall first be determined by the Chief of Police, with concurrence of the Safety Director, that sufficient manpower is available, but if the employee has not accumulated compensatory time and still desires to attend classes during the scheduled working hours, the employee must agree to reimburse the Employer for the time missed while attending classes.

2) The agreement to reimburse the Employer must be in the form of a notarized affidavit signed by the employee. The reimbursement must take place within ten (10) months from the date the employee first missed work to attend classes or prior to termination of employment with the City of Brook Park, whichever occurs earlier.

(g) No payment will be made under this Section until satisfactory evidence that the courses have been completed or the degree has been earned is submitted to the Audit Department through the Chief of Police, who shall determine the validity of such evidence presented by the employee.

(h) Said payment shall be made by separate check.

**16.05** In the event that the Chief or his designee appoints the senior available patrol officer as the replacement, that patrol officer will be considered the officer-in-charge and will receive the Sergeant's rate of pay for such fill-in period.

**16.06** If there is sufficient manpower available, an employee may be permitted by the Chief to attend duty-related classes while on duty with no charge against his accumulated time record.

## ARTICLE XVII LONGEVITY

**17.01** All employees shall receive longevity in the following amounts at the time period so specified, which shall be divided into the employees bi-weekly pay and included in the calculation of overtime rates.

<u>Length of Service</u>	<u>Amount</u>
5 years	\$560.00
10 years	\$1,271.00
15 years	\$1,986.00
20 years	\$2,697.00
25 years	\$3,410.00

**ARTICLE XVIII**  
**INSURANCE**

**18.01 Hospitalization Insurance.**

- (a) The Employer will provide and pay for 85% of the premium for the attached plan marked Exhibit A and 90% of the premium for the attached plan marked Exhibit B on behalf of each full-time employee for single and family hospitalization, medical service coverage and prescription coverage under the current plan or a substantially similar plan.

These rates will be in effect for 2016. Thereafter the rate will be negotiated for 2017 and 2018. All deductions will be made on a pre tax basis. Prescription coverage shall be as follows under the current plan or a substantially similar plan.

- 1) Tier 1 - \$10.00 deductible
- 2) Tier 2 - \$20.00 deductible
- 3) Tier 3 - \$35.00 deductible
- 4) Maintenance drugs — by mail order only; mandatory program.

The Employer shall have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussion with the Association, provided that the benefits in such new policy are substantially similar to the current policy.

**18.02 Dental Insurance.** The Employer will provide each member of the Division dental insurance coverage under the current plan or substantially similar plan and/or other delivery systems which includes a fifty (\$50.00) dollar deductible with eighty (80%) percent payment in all services to one thousand (1,000.00) dollars per year and sixty (60%) percent payment toward orthodontia care to a lifetime maximum of one thousand five hundred (\$1,500.00) dollars. The Employer will pay the equivalent of the premium for employee and family coverage and orthodontia coverage.

**18.03 Life Insurance.**

(a) The Employer will provide and pay the full premium for all full-time employees for a convertible life insurance policy in the face value of twenty-five thousand (\$25,000.00) dollars.

(b) The Employer will provide and pay the full premium for a paid up life insurance policy in the face amount of five thousand (\$5,000.00) dollars, for each employee covered by this Agreement upon such employee's retirement.

**18.04 Vision Care.** The Employer shall provide a vision care program, under the current program or a substantially similar program as follows:

<u>Coverage</u>	<u>Age 18 and Under</u>	<u>Age 19 and Over</u>
Exam	Every 12 months	Every 12 months
Frames to \$60	Every 12 months	Every 24 months
Lenses	Every 12 months	Every 12 months
Contact Lenses to \$100	Every 12 months	Every 12 months

**ARTICLE XIX**  
**CLOTHING ALLOWANCE**

**19.01** Employees shall be provided an annual clothing allowance of one thousand one hundred (\$1,100.00) dollars in January of each year.

**19.02** Employees who are assigned to the motorcycle unit will receive an additional three hundred (\$300.00) dollars annually for the purpose of purchasing uniforms and accessories specific to their unit.

**19.03** Employees who are transferred to the Detective Bureau and back from the Detective Bureau will have their clothing allowance accelerated at the Chiefs discretion.

**19.04** The Employer agrees to continue to provide soft body armor for all employees. Employees agree to wear soft body armor. Soft body armor will be replaced in the event the specifications for soft body armor change or the soft body armor has manufacturer defects or it is compromised in any way. The Employer will replace soft body armor prior to its expiration date.

**ARTICLE XX**  
**MISCELLANEOUS**

**20.01 Medical Examinations.** 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.

**20.02 Telephones.** During the term of this Agreement, the Employer shall not change the provision of Ordinance Number 5134-1977, requiring police and fire employees to install a telephone in their residence. However, a cellular telephone may be used in lieu of an installed telephone line.

**20.03 Suits Against Employees.** Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action or inaction by such employee in the scope of employment. The Employer shall also provide legal counsel and pay all expenses for the defense of any claim or suit brought against any such employee arising from or because of any action or inaction by such employee actually or allegedly committed in the scope of employment.

**20.04 Disciplinary Notices.** For purposes of disciplinary action only, a disciplinary notice shall remain in the employee's personnel folder for only two (2) years, except for time off for suspension incidents.

**20.05 Service Weapon.** Employees shall be permitted to purchase their service firearm and back-up firearm in the condition such weapon was used. Upon retirement each weapon may be purchased for one (\$1.00) dollar each, providing such retirement is not due to any mental disability.

**20.06 FTO Pay.** Any employee who acts as a Field Training Officer shall be compensated one (1) additional hour at time and one-half for each eight (8) hour tour of duty as a Field Training Officer in addition to time worked. If the employee works less than an eight (8) hour shift in the capacity of Field Training Officer, additional compensation shall be reduced on a pro-rata basis. Overtime pay can be converted to compensatory time upon employee's request.

## **ARTICLE XXI** **LAYOFF PROCEDURE**

**21.01** If a layoff of police officers becomes necessary, it shall be made in order of seniority (most junior first) and recall shall be in the inverse order of seniority. If a layoff of police officers should become necessary, the Employer shall pay the police officers laid off the following: (1) regular overtime pay due; (2) compensatory time, if any, due; and (3) accrued but unused vacation time.

It is further understood that before any full-time police officers may be laid off under this Article, all part-time work must first have been eliminated and that no civilian employee shall be hired to do any work currently performed by members of the bargaining unit if such hiring would cause the layoff of a member of the bargaining unit.

## **ARTICLE XXII** **NON-DISCRIMINATION**

**22.01** The Employer and the FOP agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or disability.

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

**ARTICLE XXIII**  
**GENDER AND PLURAL**

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

**ARTICLE XXIV**  
**HEADINGS**

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

**ARTICLE XXV**  
**"PICK-UP" PAYMENTS**

**25.01** Within a reasonable period from the ratification of this contract, the Employer shall initiate a pension "pick-up" plan. Specifically, the members' gross salary shall be reduced by the full amount of said contribution. The members' contributions which are "picked up" by the Employer shall be treated in the same manner as contributions made by members prior to the commencement of the "pick-up" program and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this contract. The Employer's contribution to the Police and Fire Disability Pension Fund will be calculated on the full salary of members before the "pick-up" is deducted from gross salary.

**ARTICLE XXVI**  
**LABOR MANAGEMENT COMMITTEE**

**26.01** It is agreed by and between the City of Brook Park and FOP that it is in the best interests of the parties to create a Labor Management Committee for the purpose of discussing areas of mutual concern.

**26.02** The Labor Management Committee shall consist of the Mayor or his designated representative and the Brook Park Chief of Police and two representatives of the FOP. Said committee shall meet at least once every three (3) months for the purpose of discussing or attempting to resolve any mutual work-related problems.

**26.03** Any member of the Labor Management Committee may put a matter on the committee's agenda at least five (5) working days in advance of a scheduled meeting. Both the Employer and the FOP shall make every effort to implement the unanimous decisions of the committee.

**26.04** This committee is not intended to resolve grievances, but is intended to discuss matters of general concern.

**26.05** Employee members shall have the right to attend such meetings without loss of pay.

**ARTICLE XXVII**  
**SAVINGS CLAUSE**

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

**ARTICLE XXVIII**  
**SHIFT TRADE / RESCHEDULING**

**28.01** Employees may trade scheduled workdays or shifts with approval of their shift sergeants. Approval for such shift trades or workday trades shall not be unreasonably denied. Each scheduled workday or shift trade can only be done between pay periods.

**28.02** During any given pay period, employees may change scheduled days off with the approval of the shift sergeant as long as such request does not create overtime.

**28.03** Shift trades by employees shall be limited to thirty (30) days in a calendar year.

**ARTICLE XXIX**  
**MOTORCYCLE UNIT**

**29.01** There shall be a motorcycle unit, to which up to two (2) patrol officers working in the Division of Police shall be assigned. The Employer shall only discontinue the motorcycle unit if maintaining the unit causes substantial financial detriment to the Employer or for other good cause shown by the Employer.

**29.02** The Employer will provide patrol officers presently assigned to the motorcycle unit with an initial supply of uniforms, to include, in management's discretion, helmets, gloves, goggles, boots, pants and jackets. Thereafter, it will be the officers' responsibility to purchase additional or replacement articles using their uniform allowance per Article XVIII.

**ARTICLE XXX**  
**PROBATIONARY PERIOD**

**30.01** All newly hired employees will be required to serve a probationary period of two (2) years. During said period, the Employer shall have the right to discipline or discharge such employees and any such action shall not be appealable through the disciplinary, grievance or arbitration procedures herein contained or to any Civil Service Commission. Employees shall have no seniority during such probationary period. However upon completion of the probationary period, seniority shall start from date of hire.

**30.02** If a new employee is discharged or quits while on probation, and is later rehired, he shall be considered a new employee.

**ARTICLE XXXI**  
**DURATION OF AGREEMENT**

**31.01** This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the FOP and except as otherwise noted herein shall become effective on January 01, 2016, and shall remain in full force and effect until December 31, 2018. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2018, notice of such a desire shall be given prior to November 01, 2018. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract. If no notice seeking modification is given, then the Agreement shall remain in effect for another year, although notice may be given in any subsequent year prior to November 01, and the procedure stipulated herein shall then take effect.

**31.02** This Agreement shall be subject to a "me too" agreement relating to any changes regarding increases, in wages or economic benefits in the Agreement between the Employer and the Ohio Patrolman's Benevolent Association, International Association of Fire Fighters, AFL-CIO, during the 2016 - 2018 collective bargaining agreement.

This Agreement is signed this 7 day of April, 2016.

CITY OF BROOK PARK

FRATERNAL ORDER OF POLICE,  
LODGE #15

BY: [Signature]

BY: DET. DJ [Signature] #6

BY: \_\_\_\_\_

BY: [Signature] #113

BY: \_\_\_\_\_

BY: [Signature] #26

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Approved as to form:

[Signature]  
Robert M. Phillips

(A)

OPTION 1

Medical Plan containing a \$400/\$800 deductible, along with a 15% Employee contribution towards the premium

	MONTHLY COST	MONTHLY COST PER EMPLOYEE	PER PAY (26 PAYS)
Employee	\$536.08	\$80.41	\$37.11
Employee + Spouse	\$1,036.71	\$155.51	\$71.77
Employee + Child(ren)	\$893.42	\$134.01	\$61.85
Family	\$1,469.66	\$220.45	\$101.75

(B)

OPTION 2

Medical Plan containing a \$1000/\$2000 deductible, along with a 10% Employee contribution towards the premium

	MONTHLY COST	MONTHLY COST PER EMPLOYEE	PER PAY (26 PAYS)
Employee	\$536.08	\$53.61	\$24.74
Employee + Spouse	\$1,036.71	\$103.67	\$47.85
Employee + Child(ren)	\$893.42	\$89.34	\$41.23
Family	\$1,469.66	\$146.97	\$67.83

CITY OF BROOK PARK, OHIO

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT  
WITH THE BROOK PARK POLICEMEN,  
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
(SERGEANTS AND LIEUTENANTS),  
AND DECLARING AN EMERGENCY

WHEREAS, a contract between the City and the Brook Park and the Brook Park Policemen, Ohio Patrolmen's Benevolent Association (Sergeants and Lieutenants) has been negotiated by the Mayor and presented to Council pursuant to the provisions of Chapter 4117 of the Ohio Revised Code; and

WHEREAS, said contract shall be effective January 1, 2016 through December 31, 2018.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

**SECTION 1:** The Mayor is hereby authorized to enter into a contract on behalf of the City with the Brook Park Policemen, Ohio Patrolmen's Benevolent Association (Sergeants and Lieutenants) effective January 1, 2016 through December 31, 2018, a copy of said contract is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein.

**SECTION 2:** The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated for said purpose.

**SECTION 3:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 4:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and inhabitants thereof, such emergency existing for the further reason

that the previous contract with Brook Park Policemen, Ohio Patrolmen's Benevolent Association (Sergeants and Lieutenants) will be extended through December 31, 2018; provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS

  
\_\_\_\_\_  
DIRECTOR OF LAW

An  
AGREEMENT

between

THE CITY OF BROOK PARK

THE BROOK PARK POLICEMEN  
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
(SERGEANTS AND LIEUTENANTS)

Effective January 1, 2016 through December 31, 2018

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## AGREEMENT

This Agreement is made and entered into by and between the City of Brook Park (hereinafter referred to as the "Employer") and the Brook Park Policemen, Ohio Patrolmen's Benevolent Association (Sergeants and Lieutenants) (hereinafter referred to as "OPBA").

### ARTICLE I INTENT OF THE AGREEMENT

Section 1 The Employer has recognized the OPBA as the representative of employees of the Employer's Division of Police (Sergeants and Lieutenants), both parties now desire to enter into a new Agreement to supersede all previous agreements, and to provide for the peaceful adjustment of any differences that may arise from time to time during the term of this Agreement without resort to strike, and to set forth clearly the terms and conditions of employment and responsibilities of each party and to promote harmony and efficiency to the end that the citizens of Brook Park will enjoy uninterrupted police protection and service during the term of this Agreement.

### ARTICLE II RECOGNITION

Section 1 The Employer agrees that it has and will continue to recognize the OPBA as the exclusive representative for negotiating wages and salaries, hours, of work, and all other terms and conditions of employment for all employees of the City's Division of Police (Sergeants and Lieutenants) as described below:

All sergeants and lieutenants, but excluding all other police employees and the chief of the department and those individuals who, in the absence of the chief, are authorized to exercise the authority and perform the duties of the chief of the department, deputy chief of police, patrolmen who have not completed their probationary period, dispatchers, matrons, animal wardens, clericals, utility employees, janitors, telephone operators, all part-time seasonal and temporary employees, professionals as defined by Ohio Senate Bill 133 and all other full-time and part-time employees.

These employees are the employees covered by the terms of this Agreement. The City and the Association agree to continue to negotiate with each other in good faith on all matters concerning the employment of said employees in the Division of Police.

Section 2 The Employer will furnish the OPBA upon request, with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

Section 3 The Employer shall maintain a sufficient number of bargaining unit employees to provide adequate supervision within the department. To the extent practical, bargaining unit

employees will be given first opportunity to cover for a fellow officer before offering such opportunity to patrol officers as officers in charge.

ARTICLE III  
MANAGEMENT RIGHTS

Section 1 Except as specifically limited by explicit provisions of this Agreement, the Employer reserves and retains, solely and exclusively, all rights, powers and authority, including the right to determine and fulfill the mission of the Department of Public Safety, Division of Police, determine staffing policy and in all other respects to plan, manage, evaluate, administer, govern, control and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

- (a) To determine matters of inherent, managerial policies which include policy areas of discretion such as the functions and programs of the Employer, standards of service, overall budget, utilization of technology and organizational structure;
- (b) To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance;
- (c) To determine the size, composition, structure and adequacy of the work force;
- (d) To establish and determine job qualifications and duties and to establish, modify, consolidate and abolish jobs or job classifications;
- (e) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, and for just cause demote, discipline, suspend and discharge employees;
- (f) To lay off employees in the event of lack of work or lack of funds or under conditions where the Employer determines that the continuation of such work is unnecessary;
- (g) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- (h) To determine the location of facilities and to introduce new and/or improved equipment and methods;
- (i) To determine the financial policies and procedures of the Employer, including the exclusive right to allocate and expend all funds of the Employer;
- (j) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

ARTICLE IV  
DUES DEDUCTION

Section 1 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have individually and voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees in the Division of Police for whom the Employer is currently deducting dues.

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

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

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

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

ARTICLE V  
UNION RIGHTS

Section 1 All members of the bargaining unit, as identified in Article II of this Agreement, shall either (1) maintain their membership in the OPBA; (2) become members of the OPBA; or (3) pay a service fee to the OPBA in an amount not greater than the annual dues for membership in the OPBA, as a condition of employment, all in accordance with Ohio Rev. Code Sect. 4117.09.

Section 2 In the event that a service fee is to be charged to a member Employer shall deduct such fee in the same manner as dues are deducted as specified in Article IV of this Agreement, entitled "Dues Deduction".

ARTICLE VI  
ASSOCIATION REPRESENTATION

Section 1 The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the employer and will cooperate to keep to a minimum time lost from work by representatives. Before leaving an assignment pursuant to this

section, the representative must obtain approval from the Chief. The Employer will compensate a representative at the normal rate for the time spent in the good-faith processing of grievance, and at any meetings at which the Employer requests a representative to be present, but only for such time expended during normal working hours.

Section 2 Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours, without loss of pay.

Section 3 Director(s) of the OPBA shall be allowed three (3) hours per month off, with pay, for the purpose of attending OPBA Director meetings.

## ARTICLE VII NO STRIKE

Section 1 Neither the OPBA nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this section shall be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section provided that the OPBA meets all of its obligations under this Article.

Section 2 Association Cooperation The Association shall at all times cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

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

Section 5 Lockout prohibited The Employer shall not lock out any employees for the duration of this Agreement.

## ARTICLE VIII DISCIPLINE

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

Section 2 Disciplinary action taken by the Employer shall only be for reasonable or good cause.

Section 3 Any disciplinary action against a non-probationary employee shall be processed in accordance with the Grievance and Arbitration Procedure in Article IX of this Agreement beginning at Step 4 (Mayor's level) of the Grievance Procedure.

ARTICLE IX  
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 Definitions:

(a) A "grievance" is a dispute or difference between the Employer and the OPBA or the Employer and an employee covered by the terms of this Agreement, concerning the interpretation or application of any provision, of this Agreement except those matters within the exclusive jurisdiction of the Civil Service, i.e., appointments and promotions.

(b) For the purpose of this Article, "working days" means Monday through Friday. In the event the Employer or its representatives does not respond in accordance with the time limitations as set forth herein, the grievance will automatically move to the next step of the Grievance Procedure.

Section 2. Grievance Procedure

(a) Step 1 An employee who has a grievance may take it up orally with the Captain, either alone or with a representative of the OPBA, within one calendar week after the events occur which gave rise to the grievance. The Captain will respond orally or in writing within two (2) working days after the grievance is presented.

(b) Step 2 If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing with details and remedy requested and submitted to the Police Chief on forms provided by the Employer within five (5) working days after receipt of the Step 1 answer. The Chief will meet with the employee and with representatives of the OPBA within three (3) working days of the receipt of the grievance and will provide the OPBA with a written answer within two (2) working days after the meeting.

(c) Step 3 If the grievance is not satisfactorily settled at Step 2, the employee may appeal in writing to the Director of Public Safety on forms provided by the Employer within five (5) working days after receipt of the Step 2 answer. The Director will meet with the employee and with representatives of the OPBA within three (3) working days of the receipt of the grievance and will provide the OPBA with a written answer within two (2) working days after the meeting.

(d) Step 4 If the grievance is not satisfactorily settled at Step 3, the employee may appeal, in writing, to the Mayor on forms provided by the Employer within five (5) working

days of the receipt of the Step 3 answer. The Mayor, or his designee, shall respond in writing within five (5) working days of the receipt of the appeal.

(e) Step 5 If the grievance is not satisfactorily settled at Step 4, the OPBA may submit the grievance to arbitration by notice to the Employer within fifteen (15) working days of the Step 4 answer. The parties will promptly meet to select an arbitrator from the panel of arbitrators herein contained and will choose one by the alternative strike method. Fees and expenses of the arbitrator so selected will be shared equally by the parties.

Section 3. Attendance at Arbitration An employee or Employer official requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending the arbitration proceeding.

Section 4 Policy Grievance A grievance which affects a substantial number of employees may be initiated at Step 3 of the Grievance Procedure.

Section 5 Authority of Arbitrator The arbitrator shall have no power or authority to add to or subtract from or modify in any way the provisions of this Agreement, or to make an award in conflict with law.

Section 6 Binding Arbitration The grievance procedure set forth herein is the exclusive method of resolving disputes and all decisions of arbitrators or settlements of grievances reached prior to arbitration shall be final and binding on the Employer and the OPBA; provided that the withdrawal of any grievance at any stage shall not be prejudicial to the positions of the parties as they relate to that grievance or any future grievance.

Section 7 There is hereby created a panel of arbitrators for selection of an arbitrator pursuant to this procedure. The arbitrators shall be: 1) James Mancini; 2) Robert Stein 3) Thomas Nowell 4) Jonathan Klein and 5) Nels Nelson. A new arbitrator will be selected upon the permanent unavailability of the preceding arbitrators.

## ARTICLE X DUTY HOURS

Section 1 The average regular work week for Sergeants and Lieutenants in the Division of Police will be forty (40) hours. Members assigned to the Patrol Division shall work six (6) 12 hour and one eight (8) shift within a two week pay period. Overtime shall be calculated for any hours worked in excess of twelve (12) hours on a scheduled twelve hour shift or in excess of eight (8) hours on a scheduled eight hour shift.

Section 2 The Chief shall establish four 12-hour shifts, two day shifts and two night shifts. There shall be three supervisors assigned to each shift. Two of the supervisors so assigned, one on day and night shift, shall be designated as a float supervisor. The float supervisor shall set a schedule when they work, but when given at least a fourteen (14) day notice, shall adjust their

schedule to work the days that a shift supervisor from the same shift takes off. If the float supervisor is unable to adjust their schedule to a certain day(s) with at least a fourteen (14) day notice, they shall schedule themselves for the shift and then use their benefit time to secure time off.

Section 3 All Sergeants and Lieutenants, who adjust their schedules four (4) times per year for training (in-service or otherwise departmental approved), court, and schedule adjustment to fit manpower needs or for other operational need, shall receive twenty (20) hours of pay in the first pay period of December each year.

Section 4 If at any time the City should change its' patrols back to eight (8) hour shifts, the OPBA will retain the option of converting to their previous ten (10) hour shift schedule and practice.

## ARTICLE XI OVERTIME

Section 1 When a Sergeant or Lieutenant is required to work in excess of his regularly scheduled work hours under Article X of this Agreement, such employee shall receive an overtime payment at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for each hour worked based on the employee's regularly scheduled tour of duty. Time spent for required and approved school, training, staff meetings and court appearances (outside of regular duty time) will be paid at time and one-half (1 1/2), provided, however, that the employee shall receive a minimum of three (3) hours' pay for each such appearance (whichever is greater). For purposes of court appearances, in the event that any portion of the actual court appearance falls within the officer's regular shift time, or if the actual court time is scheduled within thirty (30) minutes of the regularly scheduled shift, the officer shall be entitled to additional compensation for only that amount of time actually spent outside of his regularly scheduled shift.

Section 2 Overtime will be computed by including all items such as longevity, cost-of living and extra training pay.

Section 3 All employees shall receive (8) hours of compensatory time during the first pay period of each year, which shall be added to their compensatory bank.

Section 4 The City shall establish a two separate compensatory time bank systems; consisting of an A bank and a B bank. Both banks shall have a 120 hour limit but when paid out it will not have a corresponding pension contribution.

## ARTICLE XII LEAVES

Section 1 Sick Leave Each employee shall be credited with sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours paid, excluding overtime. Employees may use sick leave, upon the approval of the responsible administrative officer of the employing unit,

for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury or death in the employee's immediate family. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every hour of absence from previously scheduled work. An employee using sick leave shall furnish a satisfactory written signed statement justifying its use. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal. This section shall be uniformly administered as to all employees. No sick leave may be granted to an employee upon or after his retirement or termination of employment.

### Section 2. Conversion of Unused Sick Leave.

(a) An employee who was promoted into the bargaining unit prior to January 1, 2005 and who retires shall be entitled, as part of the employee's final pay, to a lump sum payment of one half (1/2) of all the employee's accrued and unused sick leave. The payment will be based upon the employee's hourly rate on the last date of employment and will eliminate all accrued and unused sick leave. Any patrol employee promoted into the bargaining unit on January 1, 2005 or later and who has less than 2,400 accumulated such hours as of January 1, 2005 shall be entitled to a lump sum payment upon retirement of one half of accumulated unused sick leave to a maximum payment of 1,200 hours. To be eligible, an employee must have at least ten (10) years of full-time employment with the Employer. "Retirement" means disability or service retirement under any state retirement system.

(b) The above sick leave conversion payment will be paid after a member retires, or paid to his estate upon his death.

Section 3. Funeral Leave A full-time employee shall be granted a leave of absence with pay, not to be charged against sick leave, in the event of the death of his spouse, mother, father, or legal guardian within the family environment, child, stepchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparents. The attendance of funerals for other family members as approved by the Chief of Police shall be charged against sick leave. The employee will be granted three (3) working tours leave for the following: legal guardian within the family environment, stepchild, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, and sister-in-law. To be eligible, the employee must notify the Employer in the manner it will establish and must attend the funeral. Failure to do so or misrepresentation of the facts relating to funeral leave shall be grounds for disciplinary action, including discharge. Eighty (80) hours of leave shall be granted to a member of the Department whose spouse, parent or child dies. Employees may utilize sick leave for additional time in excess of the time off granted.

Section 4 Jury Duty Leave Any full-time member of the Division of Police who is called for jury duty and any full-time employee who is called and actually serves on the jury in

any court, either federal, county or municipal, shall be paid his or her regular salary less any compensation received from such court for jury duty as provided for in the Ohio Revised Code.

Section 5. Wage Continuation/Transitional Work Policy All employees are subject to the Employer's Wage Continuation/Transitional Work Policy which is on file at the Human Resources Commissioner's office. The OPBA will be notified of any changes in the policy prior to their implementation.

Section 6. Leave Donation Policy Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-employees who are in critical need of leave due to a serious illness or injury of the employee or a member of his or her immediate family. An employee may not donate paid leave if it will result in the employee having less than forty (40) hours of accrued leave. An employee is not entitled to receive donated paid leave until he first exhausts all of his accumulated leave time. Employees may not actively solicit donations for paid leave. Recipients of donated time shall not be required to reimburse the donating employee.

Section 7 Sick Leave Bonus Any employee who does not utilize any paid sick leave for a period of three (3) consecutive months (January through March, April through June, July through September and October through December) shall be entitled to ten (10) hours of compensation. At the employee's option, this compensation is to be ten (10) hours of straight time placed into the employee's compensatory time bank or paid in cash in the first pay period following each three month period. The cash payment shall be in a separate check and distinct from any other regular compensation.

### ARTICLE XIII VACATION

Section 1 All full-time employees shall be granted the following vacation leave, with pay, for each year based on length of service with the Employer. Vacations shall be taken from January 1 through December 31 and shall be selected by employees in December preceding the year the vacation is to be taken based upon seniority.

<u>Years of Service</u>	<u>Length of Vacation</u>
After 1 year	2 weeks (80 hours)
After 5 years	3 weeks (120 hours)
After 10 years	4 weeks (160 hours)
After 18 years	5 weeks (200 hours)

Section 2 Compensation for vacation shall be based upon forty (40) hours of pay at the employee's regularly hourly rate for each week of vacation.

Section 3 Any break in service by an employee will result in a forfeiture of all accumulated years or service. Break in service shall mean retirement or resignation by an employee or termination by the Employer which is final.

Section 4 Accumulation Vacation shall be taken in the calendar year following the calendar year in which it is earned, except that all employees of the Division of Police may accumulate up to three times their annual vacation provided that in no event shall such accumulation exceed ten (10) weeks (400 hours).

Accrued vacation time in excess or accumulation permitted by the preceding paragraph, and carried over to the following calendar year, shall be forfeited.

Section 5 Employees may be permitted to take their earned vacation time (1-5 weeks / 80-200 hours) in hourly increments provided that permission for such vacation has been secured from the Chief or his designee and further provided that such vacation does not cause overtime.

#### ARTICLE XIV HOLIDAYS

Section 1 All full-time employees shall be entitled to a total eighty (80) hours of paid holidays representing the following days:

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

Time off for each holiday shall be taken according to divisional rules, except that should any holiday be taken prior to the actual date of the holiday, an employee shall be liable for repayment of the holiday pay to the Employer if the employee ceases to be an employee of the Employer by the date of the holiday.

Section 2 Any full-time employee who actually works on one of the holidays enumerated in Section 1 will be compensated at the overtime rate defined in Article XI, Section 1, for the hours actually worked on the holiday. Any full-time employee who is working overtime on one of the holidays enumerated in Section 1 will be compensated an additional one-half (½) of their normal rate.

Section 3 Any full-time employees shall be entitled to twenty-four (24) personal hours. Time off shall be taken according to Departmental rules.

Section 4 All full-time employees who are not on the Department's sick leave abuse program shall be entitled to exchange up to eighty (80) hours holiday leave each year for cash compensation. The employee must inform the Employer of the number of holiday hours, if any, he wants to exchange for cash compensation by December 1 of each year. The payment for the exchanged holiday leave hours will be in the first pay period of December and will be separate and distinct from any other regular compensation to be received.

Section 5    Mental Health / Stress Day Any employee desiring to take time off which will interfere with shift manpower requirements may have another bargaining member work the shift for which the time off is requested. The employee working these hours will be paid the normal overtime rate. Each bargaining unit member will be permitted to use this benefit three (3) times per calendar year. This time off request must be made with at least a three (3) hour notice, to enable the shift supervisor to fill these overtime hours.

Time for this will be deducted from the employee's sick time bank. If the employee does not have at least twelve (12) hours in their sick time bank, Mental Health / Stress Day will not be granted. Only one (1) bargaining member per shift will be permitted to use this Mental Health / Stress Day at a time. Consideration will be granted to multiple requests depending on the time frame such request was made, and the ability to fill multiple openings.

Section 6    Any employee not utilizing this annual benefit shall receive a check for two hundred dollars (\$200.00) for each day not utilized in the preceding year (to a maximum of \$600 per year). Such payment to be issued by January 31<sup>st</sup>, and will be in a separate check and distinct from any other regular compensation.

ARTICLE XV  
COMPENSATION

Section 1.    Effective January 1, 2016, the salary paid to Sergeants and Lieutenants shall be as follows:

2% increase

SERGEANTS (+14% of Patrolmen Certificate of Proficiency rate)

After 24 Months	\$71,443
After 5 years	\$77,257
After 10 years	\$77,697
After 15 years	\$78,138
After 20 years	\$78,579
After 25 years	\$79,020

LIEUTENANTS (+14% of Sergeant rate)

After 24 Months	\$81,445
After 5 years	\$88,072
After 10 years	\$88,575
After 15 years	\$89,077
After 20 years	\$89,580
After 25 years	\$90,083

Section 2 Effective January 1, 2017, the salary paid to Sergeants and Lieutenants shall be as follows:

2% increase

SERGEANTS (+14% of Patrolmen Certificate of Proficiency rate)

After 24 Months	\$72,871
After 5 years	\$78,801
After 10 years	\$79,251
After 15 years	\$79,701
After 20 years	\$80,151
After 25 years	\$80,600

LIEUTENANTS (+14% of Sergeant rate)

After 24 Months	\$83,073
After 5 years	\$89,833
After 10 years	\$90,346
After 15 years	\$90,859
After 20 years	\$91,372
After 25 years	\$91,884

Section 3 Effective January 1, 2018, the salary paid to Sergeants and Lieutenants shall be as follows:

2% increase

SERGEANTS (+14% of Patrolmen Certificate of Proficiency rate)

After 24 Months	\$74,328
After 5 years	\$80,377
After 10 years	\$80,835
After 15 years	\$81,295
After 20 years	\$81,754
After 25 years	\$82,218

LIEUTENANTS (+14% of Sergeant rate)

After 24 Months	\$84,734
After 5 years	\$91,630
After 10 years	\$92,152
After 15 years	\$92,676
After 20 years	\$93,200
After 25 years	\$93,729

In 2017 and 2018, there shall be a "reopener" for healthcare, and increases in professional pay and rank differential only. The wages reflected above include the \$200.00 cost-of living bonus which has been rolled into the base rate.

Section 2      Shift Differential      Employees assigned to the 0700 to 1900 hour shifts shall receive an annual payment of \$210 for shift differential. Members assigned to the 1900 to 0700 hours shift shall receive an annual payment for shift differential of \$624. All members assigned to the Detective Bureau shall receive an annual payment for shift differential of \$185. All payments shall be evenly divided into employee's bi-weekly pay.

Section 3      Extra Training Pay

(a)      All full-time employees who have completed forty-four (44) credit hours in Law Enforcement courses with a grade of "C" or better in each course shall receive two (2%) percent of his/her salary in addition to their annual salary as an incentive for completing such Law Enforcement courses.

(b)      All full-time employees who have completed the course and who have received an Associate Degree in Law Enforcement shall receive four (4%) percent of his/her salary in addition to their annual salary as an incentive for obtaining such degree.

(c)      All full-time employees who earn a degree above an Associate Degree in Law Enforcement, such as a bachelor or master degree, and provided the courses taken to earn the degree are job related to police technology, shall receive four (4%) percent of his/her salary in addition to their annual salary as an incentive for obtaining such degree.

(d)      The payment referred to in paragraphs (a), (b) and (c) of this Section are to be made at the time the required degree is received and also during the first pay period of July of each subsequent year; however, if an employee receives a two (2%) percent payment in July of any year for completing Law Enforcement courses and later in the same year qualifies for a four (4%) percent payment for receipt of a degree under paragraph (b) or (c), the Employer shall pay the individual an additional two (2%) percent upon receipt of such degree.

(e)      The maximum payment per year for any employee under this Section will be (4%) percent of his/her salary in addition to an employee's annual salary.

(f)      All full-time employees who desire to attend classes for extra training pay under this Section shall attend classes on their own time and/or compensatory time previously earned. Such employees shall not be awarded overtime for classes attended on their own time.

If an employee wishes to attend classes when scheduled for duty, using compensatory time, it shall first be determined by the Chief of Police, with concurrence of the Safety Director, that sufficient manpower is available, but if the employee has not accumulated compensatory time and still desires to attend classes during the scheduled working hours, the employee must agree to reimburse the Employer for the time missed while attending classes.

The agreement to reimburse the Employer must be in the form of a notarized affidavit signed by the employee. The reimbursement must take place within ten (10) months from the

date the employee first missed work to attend classes, or prior to termination of employment with the City of Brook Park, whichever occurs earlier.

(g) No payment will be made under this Section until satisfactory evidence that courses have been completed or the degree has been earned is submitted to the Audit Department through the Police Chief, who shall determine the validity of such evidence presented by the employee.

(h) Said payment shall be made by separate check.

(i) Sergeants shall have extra training pay based upon their salary.

Section 3 If there is sufficient manpower available, an employee may be permitted by the Chief to attend duty-related classes while on duty with no charge against his accumulated time record.

Section 4 Professional Pay.

In order to encourage continuing professional training and proficiency, all employees who undertake training and are granted accreditation or certification in three (3) of the following fields:

\*\*Firearms Proficiency/AED  
LEADS Certification  
Blood Alcohol Analysis  
Radar and/or Laser Certification

Shall be paid an annual professional wage supplement in the amount of Seven Hundred Fifty Dollars (\$750.00) provided, however, that such employees shall maintain such accreditation or certification in three (3) of the above fields respectively under professional guidelines and requirements established by the State of Ohio or the Chief of Police for the City of Brook Park.

The payment for the Professional Pay will be in the first pay period of July and will be in a separate check and distinct from any other compensation.

\*\* These categories (Firearms Proficiency/AED) must be maintained. And shall be considered as two of the three (3) fields in which the accreditation or certification is maintained.

ARTICLE XVI  
LONGEVITY

1.01 All employees shall receive longevity in the following amounts at the time period so specified, which shall be divided into the employees bi-weekly pay and included in the calculation of overtime rates.

Length of Service	Amount
5 years	\$ 560.00
10 years	\$ 1,271.00
15 years	\$ 1,986.00
20 years	\$ 2,697.00
25 years	\$ 3,410.00

ARTICLE XVII  
INSURANCE

16.01 Hospitalization Insurance.

(a) Healthcare: The City shall provide coverage as noted in Appendix A on the following basis:

\$400/\$800 deductible plan – employees match 15%  
\$1000/\$2000 deductible plan – employee match 10%

Option 1 - Medical Plan 1 \$400/\$800 Deductible - 15% Employee Contribution

	Monthly cost	Monthly Cost	Per Pay (26 pays)
Employee	\$536.08	\$80.41	\$37.11
Employee + Spouse	\$1,036.71	\$155.51	\$71.77
Employee + Child(ren)	\$893.42	\$134.01	\$61.85
Family	\$1,469.66	\$220.45	\$101.75

Option 2 - Medical Plan 1 \$1000/\$2000 Deductible - 10% Employee Contribution

	Monthly cost	Monthly Cost	Per Pay(26 pays)
Employee	\$536.08	\$53.61	\$24.74
Employee + Spouse	\$1,039.71	\$103.67	\$47.85
Employee + Child(ren)	\$893.42	\$89.34	\$41.23
Family	\$1,469.66	\$146.97	\$67.80

These rates will be in effect in 2016 only. Thereafter the rate will be negotiated for 2017 and 2018. All deductions will be made on a pre tax basis. Prescription coverage shall be as follows under the current plan or a substantially similar plan.

Prescription Co-pays are as follows:

- 1) Tier 1 - \$10.00 deductible - 90 Day Supply- \$20.00
- 2) Tier 2 - \$20.00 deductible - 90 Day Supply- \$40.00
- 3) Tier 3 - \$35.00 deductible - 90 Day Supply- \$70.00
- 4) Maintenance Drugs - by mail order or at CVS Pharmacy; mandatory program.

The City shall have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussion with the Union, provided that the benefits in such new policy are substantially similar or better than the current policy.

(b) Finally, the City and all of its constituent unions and employees shall form a committee to review health care and shall determine, on an annual basis, whether or not coverage as written shall be maintained. Additionally, the purpose of this committee shall be to review and help to contain health care costs.

Section 2      Dental Insurance      The Employer will provide each member of the Division dental insurance coverage under the current plan or a substantially similar or better plan which includes fifty (\$50.00) dollars deductible with eighty (80%) percent payment in all services to one thousand (\$1,000.00) dollars per year and sixty (60%) percent payment toward orthodontia care to a lifetime maximum of one thousand five hundred (\$1,500.00) dollars. The Employer shall pay the equivalent of the premium for employee and family cover age and orthodontia coverage, per existing plan.

Section 3      Life Insurance.

(a) The Employer will provide and pay the full premium for all full-time employees for a convertible life insurance policy in face value of twenty-five thousand (\$25,000.00) dollars.

(b) The City will provide and pay the full premium for a paid up life insurance policy in the face amount of five thousand (\$5,000.00) dollars for each employee covered by this Agreement upon such employee's retirement.

Section 4      Vision Care. The Employer shall provide a vision care program under the current program or a substantially similar or better plan as follows:

<u>Coverage</u>	<u>Age 18 and Under</u>	<u>Age 19 and Over</u>
Exam	Every 12 months	Every 12 months
Frames to \$60	Every 12 months	Every 24 months
Lenses	Every 12 months	Every 12 months
Contact Lenses to \$100	Every 12 months	Every 12 months

Article XVIII  
CLOTHING ALLOWANCE

Section 1 Employees shall be provided an annual clothing allowance payment of one thousand one hundred (\$1,100.00) dollars in the first pay period of January each year.

Section 2 Employees who are assigned to the Motorcycle and K-9 units will receive an additional three hundred (\$300.00) dollars in purchase orders annually for the purpose of purchasing uniforms and accessories specific to their unit.

Section 3 Employees who are transferred to the Detective Bureau and back from the Detective Bureau will have their clothing allowance accelerated at the Chiefs discretion.

Section 4 The Employer agrees to continue to provide soft body armor for all employees. Employees agree to wear soft body armor where practicable. Soft body armor will be replaced in the event the specifications for soft body armor change or the soft body armor has manufacturer defects or it is compromised in any way. The Employer will replace vests prior to its expiration date.

ARTICLE XIX  
MISCELLANEOUS

Section 1 Medical Examinations 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.

Section 2 Telephones During the term of this Agreement, the Employer shall not change the provision of Ordinance Number 5134-1977, requiring police and fire employees to install a telephone in their residence. However, a cellular telephone may be used in lieu of an installed line.

Section 3 Suits Against Employees Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action or inaction by such employee in the scope of employment. The Employer shall also provide legal counsel and pay all expenses for the defense of any claim or suit brought against any such employee arising from or because of any action or inaction by such employee actually or allegedly committed in the scope of employment.

Section 4 For purposes of disciplinary action only, a disciplinary notice shall remain in the employee's personnel folder for only two (2) years, except for time off for suspension incidents.

Section 5 Employees will give the Chief of Police and Safety Director a six month notice of retirement where practicable. Upon receipt of a retirement notice, the employee and the Employer, through the Human Resources Commissioner or designee, will conduct a retirement or "exit" interview to discuss and produce an acknowledgement on the method and projected amount of contract severance benefits. Severance benefits to be communicated in writing to the employee no less than ninety (90) days prior to projected retirement date, subject to final adjustment.

Section 6 Police officers retiring with a service retirement (not disability retirement) shall have the option of purchasing their service and/or back up weapon for \$1.00 each providing there is no issue of mental disability.

ARTICLE XX  
LAYOFF PROCEDURE

Section 1 If a layoff of a Sergeant or Lieutenant becomes necessary, it shall be made in order of seniority (most junior first) and recall shall be in the inverse order of seniority. If a layoff of a Sergeant or Lieutenant should become necessary, the Employer shall pay the Sergeant or Lieutenant laid off the following: (1) regular overtime pay due; (2) compensatory time, if any, due; and (3) accrued but unused vacation time.

ARTICLE XXI  
NON-DISCRIMINATION

Section 1 The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age or sex.

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

ARTICLE XXII  
GENDER AND PLURAL

Section 1 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 or feminine genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXIII  
HEADINGS

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

ARTICLE XXIV  
"PICK-UP" PAYMENTS

Section 1. Within a reasonable period from the ratification of this contract, the Employer shall initiate a pension "pick-up" plan. Specifically, the members' gross salary shall be reduced by the full amount of said contribution. The members' contributions which are "picked up" by the Employer shall be treated in the same manner as contributions made by members prior to the commencement of the "pick-up" program and will, therefore, be included in for the purposes of the Police and Fire Disability and Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and of members as set forth in this contract. The Employer's contribution to the Police and Fire Disability Pension Fund will be calculated on the full salary of members before the "pick-up" is deducted from gross salary.

ARTICLE XXV  
LABOR MANAGEMENT COMMITTEE

Section 1. It is agreed by and between the City of Brook Park and OPBA that it is in the best interests of the parties to create a Labor Management Committee for the purpose of discussing areas of mutual concern.

Section 2. The Labor Management Committee shall consist of the Mayor or his designated representative and the Brook Park Chief of Police and two representatives of the OPBA. Said committee shall meet at least once every three (3) months for the purpose of discussing or attempting to resolve any mutual work-related problems.

Section 3. Any member of the Labor Management Committee may put a matter on the committee's agenda at least five (5) working days in advance of a scheduled meeting. Both the Employer and the OPBA shall make every effort to implement the unanimous decisions of the committee.

Section 4. This committee is not intended to resolve grievances, but is intended to discuss matters of general concern.

Section 5. Employee members shall have the right to attend such meetings without loss of pay.

ARTICLE XXVI  
SAVINGS CLAUSE

Section 1 In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

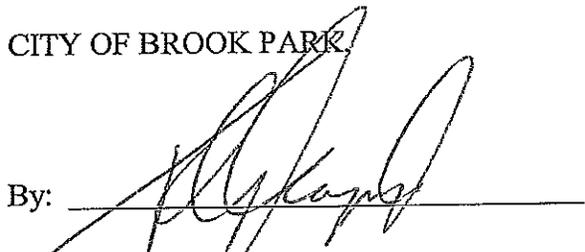
ARTICLE XXVII

DURATION OF AGREEMENT

Section 1 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective on January 1, 2016 and shall remain in full force and effect until December 31, 2018. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2018, notice of such a desire shall be given prior to November 1, 2018. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract, or either party subsequent to December 31, 2018 delivers a written notice to the other party stating this Agreement shall terminate forty-eight (48) hours after receipt of that notice. If no notice seeking modification is given, then the Agreement shall remain in effect for another year, although notification may be given in any subsequent year prior to November 1, and the procedure stipulated herein shall then take effect.

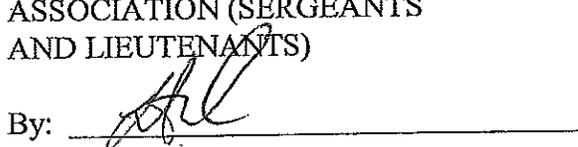
This Agreement is signed this 19 day of April, 2016.

CITY OF BROOK PARK

By: 

By: David P. Byrnes

OHIO PATROLMEN' S BENEVOLENT  
ASSOCIATION (SERGEANTS  
AND LIEUTENANTS)

By: 

By: James Stepish

By: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Brook Park (Employer) and Ohio Patrolmen's Benevolent Association (Union) and sets forth the following agreement with regard to accrual, utilization and payouts of compensatory time. The parties agree as follows:

1. Supervisors (Sergeants and Lieutenants) who have compensatory time accrued and recorded with the Employer shall be permitted to retain and utilize such compensatory time and are otherwise "grandfathered officers" under this memorandum of understanding. Utilization of compensatory time under this provision shall not result or create overtime payments to other officers. Any grandfathered officer who has 120 or more hours of accrued compensatory time shall not be permitted to accrue any further compensatory time except as expressly permitted in Paragraph 3.

2. Any grandfathered officer (Supervisor) who has less than 120 hours of compensatory time will be able to accrue compensatory time in a bank not to exceed 120 hours at any time. This compensatory time bank will carry over year to year, but shall not exceed 120 hours at any time. Pursuant to this agreement, no compensatory time will be used to create or result in overtime payments to other officers.

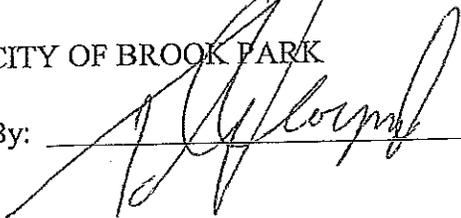
3. All employees of the Supervisors Bargaining Unit will be allowed to accrue a separate annual bank of up to 120 hours of compensatory time to either be utilized or paid in the calendar year as follows:

- (a) Any approved compensatory time as time off shall not be used to create or result in overtime payments to other officers.
- (b) Compensatory time not utilized and approved by the Employer prior to the payout periods set forth in this paragraph will be paid out and the account paid to a zero (0) balance twice per year, payable in July and December each year. Payouts under this provision will be made for compensatory time accumulated more than two (2) pay periods prior to the payout.
- (c) Payouts of accumulated compensatory time shall be non-pensionable as set forth in the Police and Fire Pension statute and Ohio Administrative Code Rules.

This Memorandum of Understanding is entered into this 4<sup>th</sup> day of April, 2005.

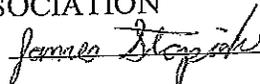
CITY OF BROOK PARK

By: \_\_\_\_\_



OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

By: \_\_\_\_\_



CITY OF BROOK PARK, OHIO

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT  
WITH MUNICIPAL FOREMENS' AND LABORERS' UNION LOCAL 1099,  
AND DECLARING AN EMERGENCY

WHEREAS, a contract between the City and the Brook Park Municipal Foremens' and Laborers' Union, Local 1099, has been presented to Council; and

WHEREAS, said contract shall be effective January 1, 2016 through December 31, 2018.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract on behalf of the City with the Municipal Foremens' and Laborers' Union 1099, effective January 1, 2016 through December 31, 2018, a copy of said contract is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein.

SECTION 2: The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated for said purpose.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and inhabitants thereof, such emergency existing for the further reason that the previous contract with Municipal and Foremens' Laborers' Union, Local 1099 will be extended through December 31, 2018; provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

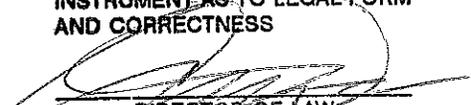
\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

APPROVED: \_\_\_\_\_  
MAYOR

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
DIRECTOR OF LAW

An

AGREEMENT

between

THE CITY OF BROOK PARK

and

THE MUNICIPAL FOREMEN AND  
LABORERS' UNION LOCAL NO. 1099

Effective: January 1, 2016  
Expires: December 31, 2018

ARTICLE

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## PREAMBLE

This Contract is entered into by and between the City of Brook Park (hereinafter referred to as the "Employer") and the Municipal Foremen and Laborers' Union, Local No. 1099, AFL-CIO (hereinafter referred to as the "Union").

### **ARTICLE I**

#### **INTENT OF THE CONTRACT**

1.01 Purpose. The Employer and the Union both desire to enter into a new Contract to supersede all previous Contracts, and to provide for the peaceful adjustment to any differences that may arise from time to time without resort to strike, and to set forth clearly the terms and conditions of employment and responsibilities of each party, and to promote harmony and efficiency to the end that the citizens of Brook Park, Ohio, will enjoy uninterrupted City Service.

### **ARTICLE II**

#### **RECOGNITION**

2.01 Recognition. The Employer recognizes the Union as the exclusive bargaining representative of all hourly-rated employees occupying the positions of Service Worker, Foreman, Mechanic/Welder/Body Repair, Maintenance Craftsman, Janitor, Maintenance Mechanic, Vehicle Maintenance Foreman, Shop Dispatcher and Animal Warden, but excluding all casual part-time, temporary and seasonal employees. All other employees of the Employer are excluded.

### **ARTICLE III**

#### **UNION SECURITY**

3.01 Membership Requirement. The Employer agrees to require each new employee who is hired to the classification contained herein and who completes the probationary period, who is not a member of the Union, as a condition of employment, to pay to the Union by way of payroll deduction a fair share fee as determined by the secretary/treasurer of the Union, but not to exceed the initiation fees, dues and/or assessments paid by Union members.

Any individual employee who objects to joining or financially supporting a Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, and has historically held such objection, and is tax exempt, will be required to inform the Employer and Union of his objection. The employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to Union dues, initiation fees and assessments to a non-religious charity. The employee shall furnish written proof to the Employer and the Union that this has been done.

3.02 Authority to Deduct. During the existence of this Contract and insofar as permitted by State and Federal laws, the Employer will continue to deduct initiation fees, Union dues and any assessments levied, out of current net earnings of employees in the bargaining unit who are members of the Union and who individually and voluntarily execute in writing an authorization satisfactory to the Employer and the Union for such deductions. No new authorization will be required from those employees for whom the Employer is currently deducting dues.

3.03 Amount of Deduction. The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved. The Union will indemnify and hold harmless the employer from any liability for deductions so authorized.

3.04 Manner of Payment. The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next pay. The Employer will deduct the initiation fee for all new employees in three equal installments for the next three pay periods following membership in the Union.

#### ARTICLE IV

#### MANAGEMENT BY THE EMPLOYER

4.01 Except as specifically limited by explicit provisions of this Agreement, the Employer reserves and retains, solely and exclusively, all rights, powers and authority, including the right to determine and fulfill the mission of the Department of Public Service, determine staffing policy and in all other respects to plan, manage, evaluate, administer, govern, control and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

- (a) To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Employer, standards of service, overall budget, utilization of technology and organizational structure;
- (b) To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance;
- (c) To determine the size, composition, structure and adequacy of the work force;
- (d) To establish and determine job qualifications and duties and to establish, modify, consolidate and abolish jobs or job classifications;
- (e) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, and for just cause demote, discipline, suspend and discharge employees;
- (f) To lay off employees in the event of lack of work or lack of funds or under conditions where the Employer determines that the continuation of such work is unnecessary;
- (g) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- (h) To determine the location of facilities and to introduce new and/or improved equipment and methods;

- (i) To determine the financial policies and procedures of the Employer, including the exclusive right to allocate and expend all funds of the Employer;
- (j) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in the Agreement.

## **ARTICLE V**

### **UNION RIGHTS**

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

## **ARTICLE VI**

### **SUBCONTRACTING**

6.01 The Employer shall have the right to privatize or subcontract services provided that sixty (60) calendar days prior to such action, the Employer shall meet and confer with the Union if the subcontracting will result in the layoff of employees. At such meeting, the Employer will disclose the nature and costs of the subcontract. When the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have thirty (30) calendar days to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to privatization or subcontracting, the City will accept the Union's alternative. The union will have the right to grieve and arbitrate, pursuant to Article XXIII, the issue of whether or not its offer meets the above criteria. Provided, however, the City will not implement any subcontracting proposal until the arbitration process has been completed.

The Employer will make its best efforts to retain affected employees. In the event the Employer cannot continue the employment of such affected employees, the Employer will submit the names of the affected employees to the subcontractor for consideration.

## **ARTICLE VII**

### **NON-DISCRIMINATION**

7.01 Both the Employer and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws and fair employment practice laws. Neither the Employer nor the union will discriminate or show favoritism in any manner in the interpretation or application of this Contract on the basis of race, age, color, religion, national origin, sex, or disability.

7.02 Neither the Employer nor the Union shall discriminate against any employee because of Union membership or lack thereof and lawful Union activity.

## ARTICLE VIII

### NO STRIKE/NO LOCKOUT

8.01 It is the desire of the Employer and the Union to avoid work stoppages and strikes. Accordingly, neither the Union nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, picketing or interference in any other manner with the normal operations of the Employer for the duration of this Contract. Any disciplinary action taken as a result of this Section is subject to the grievance procedure up to arbitration.

8.02 Union Cooperation. The Union shall at all times cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the Union shall promptly notify all employees in a reasonable manner with the strike, work stoppage or slowdown, picketing or other interference with normal operations of the Employer is in violation of this Contract, unlawful and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

8.03 Lockout. The Employer shall not lock out any employees for the duration of this Contract.

## ARTICLE IX

### STEWARDS AND UNION REPRESENTATION

9.01 Stewards. The Employer recognizes the right of the Union and employees to elect stewards to aid in the enforcement of this Contract and to represent an employee, on request, in grievance meetings concerning the interpretation and application of this Contract. The employees shall hold an election after every new contract to elect stewards.

9.02 The parties recognize that it may be necessary for a steward to leave his normal work assignment while acting in his capacity of a steward. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work in processing grievance by stewards. Before leaving his assignment pursuant to the Section, the steward will notify his immediate supervisor and if necessary wait a reasonable length of time for a replacement.

The Employer will compensate a steward at his normal rate for the time spent in the good-faith processing of grievances through the second step, but only for such time expended during normal working hours.

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

9.04 The City shall pay Union Steward(s) for meetings that go beyond business hours and or quitting time at the employees' overtime rate.

## ARTICLE X

### SENIORITY

10.01 Definition. Seniority shall be an employee's uninterrupted length of continuous service with the Employer within the bargaining unit. Length of service shall be computed from the last date of hire.

10.02 Probationary Employees. New employees hired after the effective date of this Contract shall be on probation for one hundred eighty (180) days or, for all employees other than Janitors, until the employee obtains a CDL, whichever is later, and shall not acquire seniority until the end of the probationary period. During the probationary period, new employees may be disciplined or discharged without the employee having any rights to appeal such discipline or discharge action to the Grievance Procedure or to any Civil Service Commission. After the probationary period, an employee's seniority date will be his date of hire.

10.03 Break in Seniority. Seniority shall be broken only when an employee:

- (a) Is discharged for just cause;
- (b) Quits or resigns;
- (c) Is laid off for a period of more than five (5) years, except that employees with less than twenty-four (24) months seniority shall have recall rights only for the same number of months as their seniority.
- (d) Fails to report to work or notify of intent to return when recalled from layoff within ten (10) working days after issuance of notice sent to him by registered or certified mail to the last known address as shown on the Employer records.
- (e) Is absent without leave for three (3) or more consecutive days, unless proper excuse for the absence is shown; is absent without notice to the Employer on three (3) or more occasions in one calendar year; or overstays a leave of absence, gives false reason for a leave of absence or engages in other employment during a leave of absence.

10.04 Part-time Employees. Part-time, temporary or seasonal employees have no seniority rights.

10.05 Seniority List. The Employer will maintain and make available to the Union an accurate seniority list which shall include the date of hire, classification and rate of pay of each employee covered by this Contract.

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

## ARTICLE XI

### EXERCISE OF SENIORITY RIGHT

11.01 Layoff. Whenever it become necessary because of lack of work or funds, or whenever the Employer determines it is advisable in the interests of the economy or efficiency to reduce the working force of the Service Department, the employee within the lowest amount of seniority within the classification affected shall be laid off first, providing all part-time employees are laid off. The City agrees that it will meet with the Union and discuss any layoffs, job demotions and/or any job related issues regarding reductions due to lack of work and/or funds in the interest of the economy.

11.02 Bumping Rights. An employee, whose job is closed down for any of the reasons enumerated in Section 1 above, may exercise his seniority in the next lower classification provided the employee is qualified to perform the job. If an employee is not eligible or qualified to bump into the next lower classification, he may exercise his seniority right in any other lower classification where he is eligible and qualified.

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

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

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

11.06 Recall. Employees shall be recalled in the reverse order of layoff. If an employee on layoff is unqualified or unable to perform the job available, the next most senior employee will be recalled. A laid-off employee unable to qualify for recall will retain his position on the recall list for the next available opening. Nothing in this contract will prevent the Employer from employing part-time, temporary, or seasonal employees while a recall is being effectuated, provided that the work is first offered to an employee on layoff. Any laid-off employee who accepts a part-time, temporary, or seasonal position will still enjoy all recall rights as a regular full-time employee. Employees shall have recall rights for five (5) years from the date of layoff.

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

11.08 Notice Requirements. The Employer will give to regular full-time employees two (2) weeks advance notice in writing of layoff, indicating the circumstances which make layoff necessary.

## ARTICLE XII

### LEAVE OF ABSENCE

12.01 Funeral Leave. A regular full-time employee shall be granted a leave of absence with pay, not to be charged against sick leave in the event of a death of his/her spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or legal guardian within the family environment. The employee will be granted three (3) days leave. To be eligible, the employee must notify the Employer in the manner it will establish, and attend the funeral. Failure to do so or misrepresentation of facts relating to funeral leave shall be grounds for disciplinary action. Employees may use sick leave for additional funeral leave.

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

12.03 Military Leave. An employee shall be granted an extended leave of absence without pay for military duty in accordance with the law, and after discharge from the service shall be restored to employment with the Employer if so requested and in accordance with law.

12.04 Jury Duty Leave. An employee serving on jury duty will be excused with pay, less any compensation received for jury duty, for the time lost during his basic work week provided he turns in to the Finance Director any pay received for such jury service and presents a receipt from the Finance director to his supervisor.

12.05 Sick Leave. (a)(1) Members of the bargaining unit and probationary employees shall be credited with sick leave, with pay, at the rate of 4.6 hours for every eighty (80) hours worked. Unused paid sick leave shall be cumulative and available for future use up to a maximum of twelve hundred (1200) hours.

(2) Upon retirement, an employee shall be entitled, as part of his final pay, to a lump sum payment of one half (1/2)) of all of the employee's accrued and unused sick leave, not to exceed a maximum payout of 1,200 hours. In the event of an employee's death prior to retirement, the employee's heirs and beneficiaries shall be entitled to said lump sum payment. The payment will be based upon the employee's hourly rate on the last date of employment and will eliminate all accrued and unused sick leave. To be eligible, an employee must have at least ten (10) years of full-time employment with the Employer. Retirement means "disability or service retirement under any state retirement system."

12.06 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

(b) Misuse of Sick Leave. Employees shall submit a signed statement on forms provided by the City to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name, address and phone number of the attending physician. An employee who is absent for three (3) or more consecutive days, because of sickness or injury,

will be required to present a doctor's certificate, or in the case of sickness or injury of less than three (3) days if an employee:

- (1) Has a habitual absence record;
- (2) Frequently takes sick leave for one (1) to three (3) days; and
- (3) Has been notified in writing of these regulations. An employee will not be placed on the habitual list without first being informed of the problem.

### Tardiness Policy

Tardiness will be reviewed every 4 months. If an employee is tardy (punched in later than seven (7) minutes after scheduled starting time) more than four (4) times in the four (4) month period, the employee will be notified in writing of excessive tardiness. The employee will be put on notice that if this behavior continues they will be placed on the habitually tardy list.

2<sup>nd</sup> 4 months- If problem continues you will be placed on the habitually tardy list and will remain on there for the next four (4) months.

3<sup>rd</sup> 4 months- If problem has been corrected, you will be removed from list. If problem has continued, disciplinary action will be taken.

1<sup>st</sup> Step- 1 day suspension

2<sup>nd</sup> Step- 3 day suspension

3<sup>rd</sup> Step- 10 working day suspension

4<sup>th</sup> Step-Termination

Any employee who has been placed on this habitual list, for that four (4) month period, sick time will not be used in the calculation of overtime.

### Sick Time Policy

Sick Time will be reviewed every four (4) months. At that time employees who have used more than four (4) unexcused\*\* sick days or instance of use, will be notified in writing that there is a problem. They will be put on notice that if this behavior continues they will be placed on the habitual sick leave use list.

\*\*At any time a valid medical excuse from a physician is provided to substantiate absence, this will be considered an excused absence and not count against you under this policy.

2<sup>nd</sup> 4 months- Continued behavior as defined above will result in employee being placed on the habitual sick time abuse list and will remain there until the next four (4) month review. If

at the next four (4) month review the problem has been corrected, the employee will be removed from the list. If the problem has continued, disciplinary action will be taken.

1<sup>st</sup> Step- 1 day suspension

2<sup>nd</sup> Step- 3 day suspension

3<sup>rd</sup> Step- 10 working day suspension

4<sup>th</sup> Step- Termination

Any employee who has been placed on this habitual list, for that four (4) month period, sick time will not be used in the calculation of overtime.

If an employee is on the sick leave or tardiness abuse list, there will be no daily overtime. Only weekly overtime will apply and the employee must actually work forty (40) hours per week before receiving overtime pay.

12.07 Sick Leave Without Pay. After an employee has exhausted his/her sick leave with pay, he/she may, at the Employer's discretion, be granted a leave of absence not to exceed six (6) months because of personal illness, injury or pregnancy (including post partum recovery periods). Such leave must be supported by satisfactory medical evidence that the employee has an illness, injury or pregnancy. If the illness, injury or pregnancy, as defined above, continues beyond the six (6) month period, the Employer may, at its sole discretion, grant additional sick leave upon request. Under no circumstances will an employee be permitted more than one (1) year of sick leave without pay. It is the employee's responsibility to inform the Employer of his/her prognosis as circumstances allow.

12.08 Sick Leave With Pay. Employees may utilize paid sick leave for personal pregnancy leaves, actual illness or injury, confinement by reason of contagious sickness or visits to a doctor or dentist for medical care of the employee or member of his/her immediate family. For the purpose of sick leave, immediate family shall only include employee's spouse, children and parents residing with the employee.

12.09 Benefit for Unused Sick Leave. Any employee who does not use any sick leave and who is not habitually tardy for four (4) consecutive months of a calendar year will receive eight (8) hours pay. Any employee who does not use any sick leave and who is not habitually tardy for the next four (4) months of a calendar year will receive eight (8) hours pay. For purposes of this Section, an employee will be considered habitually tardy if he/she punches in later than seven (7) minutes after the scheduled starting time more than once per calendar month.

12.10 Sick Leave Donation:

(a) Employees may donate paid sick leave to a fellow employee, up to a maximum of one eight (80) hours, who is an approved FMLA leave of absence once all other paid time off (sick, vacation, etc.) has been used. The intent of the leave donation program is to allow employees to

voluntarily provide assistance to their co-employees within their bargaining unit who are in critical need of leave due to a serious illness or injury of the employee or a member of his or her immediate family. An employee may not donate leave if it will result in the employee having less than one hundred (100) hours of accrued sick leave. An employee is not eligible to receive donated sick leave until he first exhausts all of his accumulated leave time (i.e. Sick, vacation and personal). Employees may not actively solicit donations.

(b) Any agreement to contribute must be in writing and signed by the contributing employee and his union representative and subject to the final approval of the Mayor. A copy of the agreement will be placed in each employee's file.

(c) The City may, at its election, cancel this program by serving notice to the Union three (3) months in advance of said cancellation date. Said cancellation shall not be done on an arbitrary or capricious basis.

12.11 At the request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment, as follows:

- (a) Any request for leave must be made at least five (5) days prior to the date of such leave. However, any request for a leave of thirty (30) days or more must be made at least ten (10) days prior to the date of such leave.
- (b) Any Union leave shall not extend beyond one (1) year, unless the Union leave is on a recurring, intermittent basis, then it shall extend beyond one (1) year. Any leave which is not for consecutive days shall be considered leave on a recurring, intermittent basis.
- (c) The approval and authorization of any Union leave shall be contingent upon operational needs as determined by the Employer.

12.12 An employee elected to a full-time Union office shall be granted a leave of absence for the full term of such office.

12.13 The City shall assign the Union's principal officer (i.e., Business Manager) to perform on a full-time basis, duties related to the administration of the parties' Labor Contract in handling matters of mutual concern to the Employer and Union. It is understood that this individual shall be included in the Union's bargaining committee for which the Employer shall grant time away from duty while participating in collective bargaining.

12.14 The City shall assign the Union's Secretary Treasurer or Field Agent to perform on a part-time basis (two days each week: Tuesday and Thursday), duties related to the administration of the parties' Labor Contract and handling matters of mutual concern of Employer and Union. This individual shall be included in the Union's bargaining committee for which the Employer shall grant time away from duty while participating in collective bargaining.

**ARTICLE XIII**

**HOURS OF WORK**

13.01 Work Week. The normal hours of work for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hour days, exclusive of the time allotted for meals. The Employer retains the right to set different hours or schedule additional shifts to meet changes in operation or emergencies.

13.02 Nothing above shall be construed as a guarantee of hours worked per day.

13.03 Employees who work a regular work day (e.g. eight (8) hours) shall be allowed not less than thirty (30) minutes for a scheduled lunch period. There shall be two (2) fifteen (15) minute rest periods during each shift of the work day. Said rest periods, to the extent practicable, will be scheduled during the middle of the shift, but they shall not be scheduled immediately before or after the meal period or at the start or end of the shift.

**ARTICLE XIV**

**WAGE AND CLASSIFICATIONS**

14.01 General Classifications and Wage Rates. Effective 1/1/2016 the Employees classified below and covered by this Contract shall be paid as follows:

	<b>HMO LIGHT</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
		<b>2016</b>	<b>2017</b>	<b>2018</b>
Start		\$21.17	\$21.59	\$22.02
After 1 year		\$21.29	\$21.71	\$22.15
After 2 years		\$23.24	\$23.70	\$24.17
After 3 years		\$24.99	\$25.49	\$26.00
After 5 years		\$25.17	\$25.68	\$26.19
After 10 years		\$25.33	\$25.83	\$26.35
After 15 years		\$25.48	\$25.99	\$26.51
After 20 years		\$25.62	\$26.13	\$26.66
After 25 years		\$25.78	\$26.29	\$26.82

	<b>HMO HEAVY*</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
		<b>2016</b>	<b>2017</b>	<b>2018</b>
Start		\$22.70	\$23.15	\$23.61
After 1 year		\$22.82	\$23.27	\$23.74
After 2 years		\$24.77	\$25.26	\$25.77
After 3 years		\$26.52	\$27.05	\$27.59
After 5 years		\$26.70	\$27.24	\$27.78
After 10 years		\$26.86	\$27.39	\$27.94
After 15 years		\$27.01	\$27.55	\$28.10
After 20 years		\$27.15	\$27.70	\$28.25

After 25 years	\$27.31	\$27.85	\$28.41
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Employees must have five (5) or more years of service in order to be eligible for the positions of Foreman and General Foreman.\*

	<b>GENERAL FOREMAN*</b>		
	<b>2%</b>	<b>2%</b>	<b>2%</b>
	<b>2016</b>	<b>2017</b>	<b>2018</b>
Start	\$28.17	\$28.74	\$29.31
After 1 year	\$29.06	\$29.64	\$30.23
After 2 years	\$30.14	\$30.74	\$31.36
After 3 years	\$31.95	\$32.59	\$33.24
After 5 years	\$32.12	\$32.76	\$33.42
After 10 years	\$32.29	\$32.94	\$33.60
After 15 years	\$32.47	\$33.12	\$33.78
After 20 years	\$32.63	\$33.28	\$33.95
After 25 years	\$32.81	\$33.47	\$34.14

	<b>FOREMAN</b>		
	<b>2%</b>	<b>2%</b>	<b>2%</b>
	<b>2016</b>	<b>2017</b>	<b>2018</b>
Start	\$26.87	\$27.40	\$27.95
After 1 year	\$27.81	\$28.36	\$28.93
After 2 years	\$28.64	\$29.21	\$29.80
After 3 years	\$29.52	\$30.11	\$30.71
After 5 years	\$29.66	\$30.25	\$30.86
After 10 years	\$29.84	\$30.43	\$31.04
After 15 years	\$30.01	\$30.61	\$31.22
After 20 years	\$30.17	\$30.78	\$31.39
After 25 years	\$30.37	\$30.97	\$31.59

	<b>TRADE CRAFT*</b>		
	<b>2%</b>	<b>2%</b>	<b>2%</b>
	<b>2016</b>	<b>2017</b>	<b>2018</b>
Start	\$23.93	\$24.41	\$24.90
After 1 year	\$24.77	\$25.26	\$25.77
After 2 years	\$25.51	\$26.02	\$26.54
After 3 years	\$26.60	\$27.13	\$27.68
After 5 years	\$27.69	\$28.25	\$28.81
After 10 years	\$28.05	\$28.61	\$29.18
After 15 years	\$28.20	\$28.77	\$29.34
After 20 years	\$28.39	\$28.95	\$29.53
After 25 years	\$28.57	\$29.14	\$29.72

	2%	2%	2%
	2016	2017	2018
Start	\$16.02	\$16.34	\$16.67
After 1 year	\$16.59	\$16.92	\$17.26
After 2 years	\$17.09	\$17.43	\$17.78
After 3 years	\$19.11	\$19.50	\$19.89
After 5 years	\$19.26	\$19.64	\$20.04
After 10 years	\$19.40	\$19.79	\$20.18
After 15 years	\$19.56	\$19.95	\$20.35
After 20 years	\$19.68	\$20.07	\$20.47
After 25 years	\$19.81	\$20.20	\$20.61

	2%	2%	2%
	2016	2017	2018
Start	\$18.55	\$18.92	\$19.30
After 1 year	\$19.20	\$19.58	\$19.97
After 2 years	\$19.77	\$20.16	\$20.57
After 3 years	\$21.83	\$22.26	\$22.71
After 5 years	\$21.98	\$22.42	\$22.87
After 10 years	\$23.49	\$23.96	\$24.44
After 15 years	\$23.68	\$24.16	\$24.64
After 20 years	\$25.26	\$25.76	\$26.28
After 25 years			

	2%	2%	2%
	2016	2017	2018
Start	\$20.90	\$21.32	\$21.74
After 1 year	\$21.62	\$22.06	\$22.50
After 2 years	\$22.29	\$22.73	\$23.19
After 3 years	\$24.17	\$24.66	\$25.15
After 5 years	\$24.32	\$24.80	\$25.30
After 10 years	\$24.46	\$24.95	\$25.45
After 15 years	\$24.59	\$25.08	\$25.59
After 20 years	\$24.74	\$25.23	\$25.73
After 25 years	\$24.88	\$25.38	\$25.88

\* The position of General Foreman, Trades Craft and HMO Heavy are appointed positions that serve at the pleasure of the Mayor.

**VEHICLE MAINTENANCE  
FOREMAN**

	<b>2%</b>	<b>2%</b>	<b>2%</b>
	<b>2016</b>	<b>2017</b>	<b>2018</b>
Start	\$28.17	\$28.74	\$29.31
After 1 year	\$29.06	\$29.64	\$30.23
After 2 years	\$30.14	\$30.74	\$31.36
After 3 years	\$31.95	\$32.59	\$33.24
After 5 years	\$32.12	\$32.76	\$33.42
After 10 years	\$32.29	\$32.94	\$33.60
After 15 years	\$32.47	\$33.12	\$33.78
After 20 years	\$32.63	\$33.28	\$33.95
After 25 years	\$32.81	\$33.47	\$34.14

**MECHANIC/WELDER/BODY  
REPAIR**

	<b>2%</b>	<b>2%</b>	<b>2%</b>
	<b>2016</b>	<b>2017</b>	<b>2018</b>
Start	\$23.93	\$24.41	\$24.90
After 1 year	\$24.77	\$25.26	\$25.77
After 2 years	\$25.51	\$26.02	\$26.54
After 3 years	\$27.69	\$28.25	\$28.81
After 5 years	\$27.88	\$28.43	\$29.00
After 10 years	\$28.05	\$28.61	\$29.18
After 15 years	\$28.21	\$28.78	\$29.35
After 20 years	\$28.39	\$28.95	\$29.53
After 25 years	\$28.57	\$29.14	\$29.72

**MAINTENANCE CRAFTSMAN**

	<b>2%</b>	<b>2%</b>	<b>2%</b>
	<b>2016</b>	<b>2017</b>	<b>2018</b>
Start	\$23.93	\$24.41	\$24.90
After 1 year	\$24.77	\$25.26	\$25.77
After 2 years	\$25.51	\$26.02	\$26.54
After 3 years	\$26.60	\$27.13	\$27.68
After 5 years	\$27.69	\$28.25	\$28.81
After 10 years	\$28.05	\$28.61	\$29.18
After 15 years	\$28.20	\$28.77	\$29.34
After 20 years	\$28.39	\$28.95	\$29.53
After 25 years	\$28.57	\$29.14	\$29.72

14.02 The City and Union agree that effective July 1, 2014, for all employees hired after that date, the City may maintain an aggregate of one third (1/3) of the bargaining unit, at a new employee's rate of seventy-five per cent (75%) of the applicable "regular" employee rate.

For example, if there are 60 employees in the unit, the city may make 20 new hires at the revised rate; however, at no time will the percentage of new "75%" hires exceed one third (1/3) of the bargaining unit..

#### 14.03 Premium Pay

(A) In the event the Employer finds it necessary to establish a night crew, all employees permanently assigned to these shifts shall be paid a nightly premium as follows:

\$ .25 second shift (from 3:30 pm to 11:00 pm)

\$ .30 third shift (from 11:00 pm to 7:00 am)

14.04 Pay for Temporary Assignment. If an employee is temporarily required to perform the work of a higher classification for more than four (4) consecutive hours, he/she shall be paid at the rate of such higher classification. If an employee is temporarily required to perform the work of a lower classification, he/she shall be paid at the rate of his former classification.

14.05 Pay Days. The Employer will pay every other Friday.

14.06 An employee who serves more than one (1) year in a classification on a temporary assignment will be given a permanent job position provided he or she has maintained their capabilities and skills to perform the task required.

## **ARTICLE XV**

### **OVERTIME**

15.01 Authority of the Employer. The Employer shall be the sole judge of the necessity for overtime, to determine weekly and daily work schedules and the number of shifts required.

15.02 Daily Overtime. Employees shall receive time and one-half (1- ½) their regular rate of pay for all hours worked in excess of eight (8) hours in any one day, unless the employee is on an abuse list.

15.03 Weekly Overtime. Employees shall receive time and one- half their regular rate of pay for all hours worked in excess of forty (40) hours in any one week. Holiday pay, vacation time and sick leave shall be counted as time worked in computing overtime, unless the employee is on an abuse list, where sick leave will not be used in the calculation of overtime.

15.04 Holiday Pay. When an employee is assigned to a regular or standard shift and such employee work on an actual holiday, as noted in Article XV, that employee shall receive double time and one-half (2- ½) pay for all hours worked. Employees who are required to work on an observed holiday shall be paid time and one-half (1- ½) their straight time pay for all hours worked.

15.05 Call-in Pay. If an employee is called in to work at a time when he is not scheduled to work, he will be compensated at one and one-half (1- ½) times the rate provided above for hours, including shift premium, but in no event for less than two (2) hours.

15.06 Equalization of Overtime. For the purpose of equalization of overtime, employees refusing to work overtime will be charges overtime as if they had worked it. All overtime hours will be posted on a weekly basis.

15.07 Overtime procedure. Employees shall be permitted to sign up for possible overtime work on weekends for either Saturday or Sunday (or for either Monday or Tuesday for those who work on weekends) and such employees will be selected for such overtime based upon availability of work, classification and skill and ability.

In the event of an emergency, such as severe weather conditions (snow, rain, high winds or other natural disaster), or any other condition that creates a safety or health hazard as determined by the Director of Public Service or Mayor of the Employer, including a considerable shortage of staff, such number of employees as determined by the Employer shall be called out and expected to work until the emergency situation has been abated, and any failure to do so may subject the employee to discipline.

In the event there is a need for non-emergency overtime, employees will be selected based upon the overtime requirements of the job and seniority. If a situation exists where non-emergency overtime must be performed and all employees who are asked refuse, the Employer may assign the overtime based upon reverse seniority (least senior employee first) among those qualified to perform the work.

## ARTICLE XVI

### HOLIDAYS

16.01 Holidays. All regular full-time employees shall be entitled to nine (9) paid holidays as follows:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
President's Day	Christmas Day
Memorial Day	Independence Day
Labor Day	

16.02 Eligibility. To be entitled to holiday pay, an employee must work the last regular work day preceding the holiday and the first regular work day following the holiday unless his absence is excused because of bona fide illness, injury or funeral leave.

16.03 Vacation. If a holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday, either at the beginning or end of the vacation period.

16.04 If any of the above holidays fall on a Saturday or Sunday, the following Monday shall be observed as the holiday.

16.05 Personal Hours. All non-probationary employees shall also be entitled to twenty-four (24) personal hours. Time off shall be taken according to departmental rules.

## ARTICLE XVII VACATIONS

17.01 Vacations. All regular full-time employees shall be granted the following vacation leave with pay each year based upon their length of service with the Employer. Vacations shall be taken at a time mutually convenient to the Employer and employee based upon the operational needs of the Employer.

<u>Years of Service</u>	<u>Length of Vacation</u>
After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 18 years	5 weeks

17.02 Pay. Compensation shall be computed on the basis of the employee's regular rate of pay times forty (40) hours for each week of vacation.

17.03 When Taken. All employees must take their vacations. The Employer will not pay additional compensation in lieu of vacation leave. Vacation time cannot be accumulated until a subsequent year. The vacation period shall extend from January 1<sup>st</sup> to December 31<sup>st</sup> of each year. An employee entitled to three (3) or more weeks vacation is required to take at least one week in the winter season unless this requirement is waived by the Employer.

17.04 Vacation Application. During the month of November of each year, employees will be given an opportunity to indicate on a form supplied by the Employer their vacation leave references. All forms will be due December 15<sup>th</sup>, and promptly thereafter the Employer will post a vacation schedule giving priority to employees according to seniority and classification and consistent with operational requirements. Any employee who fails to make his vacation application during November will be assigned a vacation time without regard to seniority based upon when his application was made. Once the schedule is posted, it cannot be changed without the written consent of the Employer and the employee's involved.

**ARTICLE XVIII**

**HOSPITALIZATION**

In 2017 and 2018, there shall be a “reopener” for healthcare.

18.01 Section 1. Hospitalization Insurance.

(a) The Employer will provide on behalf of each full-time employee for single or family hospitalization and medical service coverage pursuant to the following schedule:

- 1) Tier 1 - \$10.00 deductible
- 2) Tier 2 - \$20.00 deductible
- 3) Tier 3 - \$35.00 deductible
- 4) Maintenance drugs – by mail order only; mandatory program.

The City shall have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussion with the Association, provided that the benefits in such new policy are substantially similar to the current policy.

(b) Finally, the Employer and all of its constituent unions and employees will form a committee to review health care and shall determine, on an annual basis, whether or not coverage as written shall be maintained. Additionally, the purpose of this committee shall be to review and help to contain health care costs.

Section 2: Health Insurance – Effective September 22, 2014

Health Insurance plans costs will be as follows for 2016 thereafter, the costs will be determined by the usage.

Option 1 – Medical Plan 1 \$400/\$800 Deductible  
15% Employee Contribution

	Monthly cost	Monthly Cost Per Employee	Per Pay (26 pays)
Employee	\$536.08	\$80.41	\$37.11
Employee + Spouse	\$1,036.71	\$155.51	\$71.77
Employee + Child(ren)	\$893.42	\$134.01	\$61.85
Family	\$1,469.66	\$220.45	\$101.75

Option 2 - Medical Plan 1 \$1000/\$2000 Deductible  
10% Employee Contribution

	Monthly cost	Monthly Cost Per Employee	Per Pay (26 pays)
Employee	\$536.08	\$53.61	\$24.74
Employee + Spouse	\$1,039.71	\$103.67	\$47.85
Employee + Child(ren)	\$893.42	\$89.34	\$41.23
Family	\$1,469.66	\$146.97	\$67.83

Section 3. Dental Insurance. The Employer will provide each member of the Division dental insurance coverage under the current plan or substantially similar plan and/or other delivery systems which includes a fifty (\$50.00) dollar deductible with eighty (80%) percent payment in all services to one thousand (\$1,000.00) dollars per year and sixty (60%) percent payment toward orthodontia care to a lifetime maximum of one thousand five hundred (\$1,500.00) dollars. The Employer will pay the equivalent of the premium for employee and family coverage and orthodontia coverage.

Section 4. Life Insurance.

(a) The Employer will provide and pay the full premium for all full-time employees for a convertible life insurance policy in the face value of twenty-five thousand (\$25,000.00) dollars.

(b) The City will provide and pay the full premium for a paid up life insurance policy in the face amount of five thousand (\$5,000.00) dollars for each employee covered by this Agreement upon such employee's retirement.

Section 5. Vision Care. The Employer shall provide a vision care program, under the current program or a substantially similar program as follows:

Coverage	Age 18 and Under	Age 19 and Over
Exam	Every 12 months	Every 12 months
Frames to \$60	Every 12 months	Every 24 months
Lenses	Every 12 months	Every 12 months
Contact Lenses to \$100	Every 12 months	Every 12 months

**ARTICLE XIX**

**LIFE INSURANCES**

19.01 The Employer will provide all regular full-time employees with a convertible life insurance policy in the face value of twenty-five thousand (\$25,000.00) dollars.

19.02 Paid up Life Insurance. The Employer will provide a paid-up life insurance policy in the face amount of five thousand (\$5,000.00) dollars for each employee classified herein upon such employee's retirement.

## ARTICLE XX

## PENSION AND UNEMPLOYMENT

### 20.01

(a) P.E.R.S. The Employer will make all contributions required by law to the Public Employees Retirement System and the State of Ohio Unemployment Compensation Fund on behalf of all employees classified and covered by this Contract.

(b) Pension "Pick Up" Payments. Within a reasonable period from the ratification of this Contract, the Employer shall initiate a pension "pick up" plan. Specifically, the employees' gross salary shall be reduced by the full amount of said contribution. The employees' contributions which are "picked up" by the Employer shall be treated in the same manner as contributions made by employees prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Public Employees Retirement System pension fund benefit calculations (PERS), and for the purposes of the parties in fixing salaries and compensation of employees as set forth in this Contract. The Employer's contribution to PERS will be calculated on the full salary of members before the pick up is deducted from gross salary.

(c) The Employer will continue to reimburse retirees and/or their surviving spouse, who retired prior to January 1, 2012, on a semi-annual basis, for the health insurance premium that is deducted monthly from the PERS stipend on behalf of the retiree and/or his surviving spouse only. The maximum annual reimbursement to retirees who retired prior to January 1, 2012 shall not exceed the amount of annual reimbursements received by the retiree in 2011. Those retirees and/or their surviving spouses who retire in 2012 prior to August 1, 2012 shall receive the healthcare reimbursement on the same terms as those who retired prior to January 1, 2012. If a retiree ceases to participate in the state offered health care plan or elects an alternative plan (i.e. Medicare or other supplemental insurance) the retiree shall no longer be eligible for any reimbursement. No other employees or retirees retiring on or after August 1, 2012, are eligible for any reimbursement toward healthcare under this paragraph.

## ARTICLE XXI

## PROTECTIVE CLOTHING

### 21.01 Clothing Allowance.

(A) Employees shall be provided a clothing allowance of Six Hundred Fifty (\$650.00) Dollars payable in January of each year for the calendar year for the purchase of uniforms, outer wear, foot wear and foul weather gear. The Employer reserves the right to designate the type of uniforms, outer wear or foot wear that employees may purchase, as well as the source of such purchase. The Employer expects all employees to wear protective clothing as provided.

(B) Dispatchers are required to dress business casual. The dispatchers will receive the same total clothing allowance set forth in the previous section.

## **ARTICLE XXII**

### **SAFETY COMMITTEE**

22.01 A Safety Committee is hereby established with representation from various branches of the Service Department. The Safety Committee shall meet once in each calendar quarter to review the safety status of Employer equipment and write up any safety defects which appear to need repair. Another of the functions of the Safety Committee will be to encourage employees to engage in safe conduct in their daily operation and be safety conscious.

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

## **ARTICLE XXIII**

### **GRIEVANCE/ARBITRATION PROCEDURE**

23.01 Discipline. An employee who is suspended, demoted or discharged shall be given written notice regarding the reason for the disciplinary action. In the case of suspension or discharge, the employee shall be advised that he has the right to have his union steward present and confer with him prior to leaving the premises. Any disputes regarding disciplinary actions shall be subject to this procedure, only. The City has five (5) days from the point of knowledge to discipline an employee or to contact the Union and make them aware that an investigation is in progress.

(a) Verbal and written reprimands are subject to the grievance procedure but are not subject to arbitration; however with mutual agreement by both parties, a mediator may be used to resolve the issue, provided there is no cost to the Employer.

23.02 Grievance. A grievance is a dispute or difference between the Employer and the Union or the Employer and an employee, concerning the interpretation or application of any provision of this Contract.

23.03 Grievance Procedure.

(A) Step 1. An employee who has a grievance may take it up orally with his/her immediate supervisor; either alone or with his steward, within five (5) working days after the events occur which gives rise to the grievance. The supervisor will respond orally or in writing within five (5) working days after the grievance is presented to him.

(B) Step 2. If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing with details and remedy requested and submitted to the Director of Public Service within five (5) working days after receipt of the Step 1 answer. The Director will meet with the employee and with representatives of the Union with five (5) working days of the receipt of the grievance.

(C) Step 3. If the grievance is not satisfactorily settled at Step 2, the employee may appeal in writing to the Mayor with seven (7) working days of the receipt of the Step 2 answer.

The Mayor, or his designee, shall respond in writing within seven (7) working days of the receipt of the appeal.

(D) Step 4. If the grievance is not satisfactorily settled at Step 3, the Union and the Employer may agree within two (2) working days of the Step 3 answer to submit the matter to non-binding mediation before SERB or another mediation agency. The mediation shall remain confidential, and nothing from the mediation can be used against either party in arbitration or any proceeding.

(E) Step 5. If the grievance is not satisfactorily settle at Step 4, the Union may request that the grievance be submitted to arbitration within fifteen (15) working days of the Step 3 answer. The parties shall use the Federal Mediation and Conciliation Service for the purpose of requesting a panel of National Academy arbitrators Upon notice of the request to arbitrate, the parties will promptly choose one of the following permanent panel of arbitrators by the alternative strike method. Fees and expenses of the arbitrator so selected will be shared equally by the Employer and the Union.

23.04 Attendance at Arbitration. Any employee or City Official requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending an arbitration proceeding. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

23.05 Policy Grievance. A grievance which affects a substantial number of employees may be initiated at Step 2 of the Grievance Procedure.

23.06 Authority of Arbitrator. The arbitrator shall have jurisdiction only over disputes arising out of the grievance as to the interpretation and/or application of the provisions of the Contract. The arbitration shall have no power or authority to add to or subtract from or modify in any way the provisions of the Contract, or to make an award in conflict with the law.

23.07 Binding Arbitration. The grievance set forth herein is the exclusive method of resolving disputes and all decisions of arbitrators or settlements of grievances reached prior to arbitration shall be final and binding on Employer, the Union and the grievant; provided that the withdrawal of any grievance at any stage shall not be prejudicial to the positions of the parties as they relate to that grievance or any future grievance.

## ARTICLE XXIV

### LABOR-MANAGEMENT COMMITTEE

24.01 It is agreed by and between the Employer and the Union that it is in the best interests of the parties to create a Labor-Management Committee for the purpose of discussing areas of mutual.

24.02 The Labor-management Committee shall consist of the Mayor or his designated representative and two representatives of Local 1099. Said committee shall have a mandatory meeting each quarter unless it is agreed to by both the Employer and the Union that a meeting

that quarter is not necessary. The purpose of these meeting is to discuss and/or attempt to resolve any mutual work-related problems.

24.03 Any member of the Labor-Management Committee may put a matter on the committee's agenda at least five (5) working days in advance of a scheduled meeting. Both the Employer and the Union shall make every effort to implement the unanimous decisions of the committee.

24.04 This committee is not intended to resolve grievance, but is intended to discuss matters of general concern.

24.05 Employee members shall have the right to attend such meetings without loss of pay.

## ARTICLE XXV

## MISCELLANEOUS

25.01 Disciplinary Notice. A disciplinary notice may remain in an employee's Personnel Folder for two (2) years.

25.02 Contract Handbooks. Contract handbooks will be distributed to the Union members no later than four (4) months from the date of signing.

25.03 CDL. All Employees, other than those listed within Janitor classification, must retain a CDL with proper endorsements, as a condition of employment. In the event an Employee's CDL is suspended, revoked or restricted, the Employer shall have the right to take disciplinary action against the Employee, up to and including termination. An Employee is obligated to immediately report any deficiencies against his/her CDL to the Employer. The Employer will run random checks on an Employee's CDL. The Employer will reimburse the Employee for the costs for initially obtaining, renewing, or upgrading the CDL, charged by the Ohio Bureau of Motor Vehicles.

25.04 The Employer will pay for all necessary Hepatitis prevention and rabies vaccinations upon request of the Employee.

25.05 Substance Abuse Policy. The Employer and the Union shall maintain a substance abuse policy.

25.06 Any employee assigned to drive a truck for all or part of a shift must drive the truck himself. Any employee assigned to drive a truck who gives authorization to another to drive the truck for all or part of a shift, without the prior approval of the Supervisor, shall be subject to disciplinary action for the first offense. Any subsequent offense shall be reason for dismissal. This section shall apply to the offending truck driver and any other Employee who drives a truck, without the prior approval of the Supervisor. The purpose of this section is to prevent any Employee from disregarding his assigned duty to drive a truck, and will not ordinarily give rise to discipline when another employee briefly moves a truck to assist the driver or for workplace efficiency.

**ARTICLE XXVI     WAGE CONTINUATION/TRANSITIONAL WORK POLICY**

26.01 All employees are subject to the Employer's Wage Continuation/Transitional Work Policy.

**ARTICLE XXVII     NON-PROMOTIONAL JOB OPENINGS**

27.01 The Employer agrees to post non-promotional job openings for five (5) working days, Monday through Friday. The posting shall contain the job title of the vacancy, a brief description and a rate of pay. The Employer does however, while the job is posted, reserve the right to make assignment pending selection. Non-promotional assignments shall be based upon merit and ability. The Employer will give consideration to seniority if two (2) or more employees are rated equally on merit and ability. Supervision will make its selection after interviewing each employee who signed for the open job. At that time the Employer will notify the Union of its selection. If there are no applicants for the position, the Employer reserves the right to assign. The goal of the Employer is to cross-train all employees in each classification.

**ARTICLE XXVIII     SAVINGS CLAUSE**

28.01 Severability. Should any provision of this Contract be deemed illegal pursuant to any present or future law, such provision shall be deemed separate and distinct from the remainder of this Contract and shall not invalidate the remaining parts. In the event some provision is declared unlawful, the Employer and Union, upon request of either party, shall promptly meet to negotiate a lawful alternative provision.

**ARTICLE XXIX     TOTAL AGREEMENT**

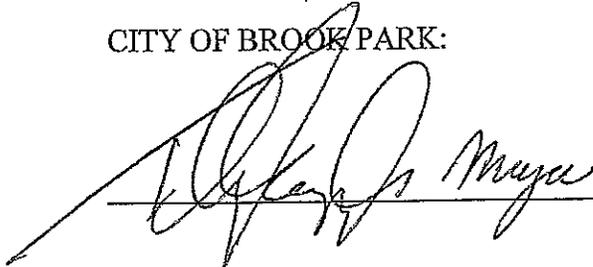
29.01 This agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, or applicable arbitration decision, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer. The wages, hours, terms and conditions of employment in this Agreement supersede any related Ohio Laws, including specifications under or related to those laws.

**ARTICLE XXX     DURATION OF CONTRACT**

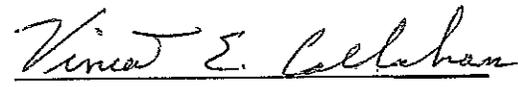
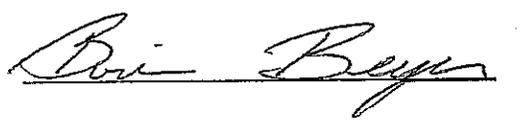
30.01 This Contract represents the complete Contract on all matters subject to bargaining between the Employer and the Union. It shall become effective January 1, 2016, and shall remain in full force and effect until December 31, 2018, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives written notice to the other of an intent to negotiate on any or all provisions. If such notice is given, negotiations shall be promptly commenced with a view to arriving at a new Contract prior to the expiration of this Contract. This Contract supersedes any other previously agreed to Contract.

This Contract is signed this 31 day of March, 2016.

CITY OF BROOK PARK:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

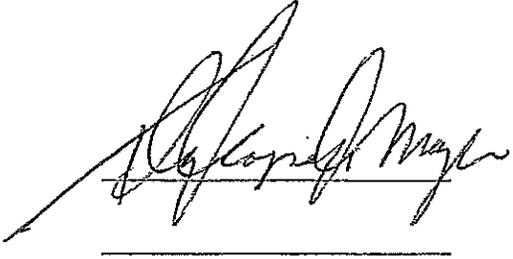
THE MUNICIPAL FOREMEN AND  
LABORERS UNION, LOCAL 1099

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

Memorandum of Understanding  
Me Too

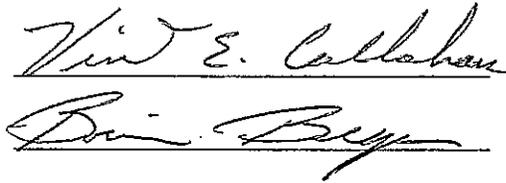
If any other Union receives better wages or benefit(d) greater than it currently , then such wage or benefit will be made applicable to the members of the bargaining unit.

City Of Brook Park, Ohio

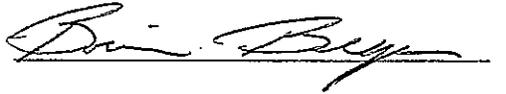


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THE MUNICIPAL FOREMEN AND  
LABORERS UNION, LOCAL 1099



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CITY OF BROOK PARK, OHIO

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT  
WITH THE TEAMSTERS UNION LOCAL 436,  
AND DECLARING AN EMERGENCY

WHEREAS, a contract between the City and the Brook Park Teamsters Union Local 436, has been presented to Council; and

WHEREAS, said contract shall be effective January 1, 2016 through December 31, 2018.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract on behalf of the City with the Teamsters Union Local 436, effective January 1, 2016 through December 31, 2018, a copy of said contract is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein.

SECTION 2: The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated for said purpose.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and inhabitants thereof, such emergency existing for the further reason that the Teamsters Union Local 436 wanted to extend their contract through December 31, 2018; provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

APPROVED: \_\_\_\_\_  
MAYOR

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

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INTRODUCED BY: MAYOR COYNE

AN ORDINANCE  
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PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

APPROVED: \_\_\_\_\_  
MAYOR

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
DIRECTOR OF LAW

**AN AGREEMENT**

**BETWEEN**

**THE CITY OF BROOK PARK**

**AND**

**TEAMSTERS UNION LOCAL NO. 436**

**Effective: January 1, 2016**  
**Expires: December 31, 2018**

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## CONTRACT

This Contract is made and entered into by and between the City of Brook Park (hereinafter referred to as the "Employer") and Teamsters Union Local No. 436 (hereinafter referred to as the "Union")

### **ARTICLE I**            INTENT OF THE CONTRACT

1.01    The Employer and the Union now desire to enter into a new Contract to supersede all previous Contracts, and to provide for the peaceful adjustment of any differences that may arise from time to time without resort to strike, and to set forth clearly the terms and conditions of employment and responsibilities of each party, and to promote harmony and efficiency to the end that the citizens of Brook Park, Ohio, will enjoy uninterrupted Employer Service.

### **ARTICLE II**           RECOGNITION

2.01    The Employer recognizes the Union as the exclusive bargaining representative of all employees occupying the classifications of Administrative Assistants, Administrator of Office of Aging, Secretaries, Finance Clerk, Financial Analyst, Office Specialist, Asst. Superintendents, Superintendents, Assistant Service Director, Assistant Building Commissioner, Inspectors, Program Coordinators, Community Center Supervisor, Deputy Tax Director, Assistant Deputy Finance Director and Information and Data Processing Specialist; but excluding Building Commissioner, Commissioner of Economic Development, Commissioner of Human Resources, Clerk of Courts, Assistant Finance Director, Directors, and all other employees.

### **ARTICLE III**          UNION SECURITY

3.01    The Employer agrees to deduct the regular monthly Union membership dues, initiation fees or re-initiation fees from the wages in the first paycheck of those employees who have voluntarily signed union dues deduction authorization forms permitting said deductions.

After thirty-one (31) days of the effective date of this Agreement, or thirty-one (31) days after a new employee is hired, those employees who have not signed union dues authorization forms shall pay a fair share fee not to exceed the amount of union dues. The fair share fee shall be deducted from the employee's first paycheck of each month automatically, without authorization from the employee.

If insufficient funds exist in the employee's first paycheck, the balance of the Union membership dues or the fair share fee shall be deducted from the employee's second paycheck.

3.02    A check in the amount of the total dues or fair share fees withheld shall be tendered to the treasurer of the Union within fifteen (15) days from the date of the deduction.

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

3.04 The Union shall certify the rate at which dues and fair share fees are to be deducted to the City Finance Director during January of each year.

3.05 Failure or refusal by an employee on grounds not provided by law to pay authorized dues or an automatic fair share fee shall be grounds for termination of employment.

#### **ARTICLE IV            MANAGEMENT BY THE EMPLOYER**

4.01 The Employer shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations, subject to the restrictions and provisions of this Contract governing the exercise of these rights. Among the Employer's management rights, but not by way of limitation, are the rights to hire, transfer, discipline and discharge for just cause, lay off and promote; to promulgate and enforce reasonable work rules; to reorganize, discontinue or enlarge any department, to introduce new equipment, methods of performing work, or facilities; to determine the size, duties and qualifications of the work force, the number of shifts required, and work schedules.

No new rule will be enforced until the Union has been notified and the rule posted seven (7) days before it is enforced.

#### **ARTICLE V            UNION RIGHTS**

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

#### **ARTICLE VI           SUBCONTRACTING**

6.01 The Employer shall have the right to privatize or subcontract services provided that sixty (60) calendar days prior to such action, the Employer shall meet and confer with the Union. At such meeting, the Employer will disclose the nature and costs of the subcontract. When the Employer's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have thirty (30) calendar days to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to privatization or subcontracting, the Employer will accept the Union's alternative. The Union will have the right to grieve and arbitrate, pursuant to Article XXIV, the issue of whether or not its offer meets the above criteria. Provided, however, the Employer will not implement any subcontracting proposal until the arbitration process has been completed.

In the event the Union cannot successfully compete with the subcontractor, the Employer will make its best efforts to retain affected employees. In the event it is not feasible for the Employer to continue the employment of such affected employees, the Employer will submit the names of the affected employees to the subcontractor for consideration.

#### **ARTICLE VII           NON-DISCRIMINATION**

7.01 Both the Employer and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws and fair employment practice laws. Neither the Employer nor the Union will discriminate or show favoritism in any manner in the interpretation or application of this Contract on the basis of race, age, color, religion, national origin, sex or disability. Neither the Employer nor the Union will discriminate against any employee due to Union membership or non-membership or lawful Union activity.

## **ARTICLE VIII      NO STRIKE/NO LOCKOUT**

8.01 In conformance with the Ohio Revised Code Section 4117 et. seq., the Employer and Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Contract. It is the desire of the Employer and the Union to avoid work stoppages and strikes. Accordingly, neither the Union nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, picketing or interference in any other manner with the normal operations of the Employer for the duration of this Contract. Any disciplinary action taken as a result of a breach of this Section is subject to the grievance procedure up to arbitration.

8.02 Union Cooperation. The Union shall at all times cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

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

8.03 Lockout. The Employer shall not lock out any employees for the duration of this contract.

## **ARTICLE IX      STEWARDS AND UNION REPRESENTATION**

9.01 Stewards. The Employer recognizes the right of the Union and employees to select stewards to aid in the enforcement of this Contract and to represent an employee, on request, in grievance meetings concerning the interpretation and application of this Contract.

9.02 The parties recognize that it may be necessary for a steward to leave his normal work assignment while acting in his capacity of a steward. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work in processing grievances by stewards. Before leaving his assignment pursuant to this Section, the steward will notify his immediate supervisor and if necessary wait a reasonable length of time for a replacement.

The Employer will compensate a steward at his normal rate for the time spent in the good-faith processing of grievances through the second step, but only for such time expended during normal working hours.

9.03 Union Representation. Upon due notice to the Mayor or his representative, a staff representative of the Union shall be permitted to enter the Employer's premises or any work site during working hours, provided that such visitation does not unduly interfere with the work requirements of any employee or disrupt operations in any way.

9.04 Union stewards will be allowed to attend seminars and conferences and shall be allotted a total of eighty (80) hours total for attendance at such seminars and conferences.

## **ARTICLE X            SENIORITY**

10.01 Definition. Seniority shall be an employee's uninterrupted length of continuous service with the Employer in a job classification governed by this Contract. Length of service shall be computed from the last date of hire, provided however, that if any employee is rehired within one year from leaving employment, his/her seniority shall be calculated from the original date of hire.

10.02 Probationary Employees. New employees hired after the effective date of this Contract shall be on probation for one hundred eighty (180) days and shall not acquire seniority until one hundred eighty (180) days after their date of hire. During the probationary period, new employees shall have only those rights specifically provided under this Contract. If a probationary employee is discharged, only claims of discrimination may be taken up as a grievance. After the probationary period, an employee's seniority date will be his date of hire under this contract.

10.03 Break in Seniority. Seniority shall be broken only when an employee:

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

10.04 Part-time Employees. Part-time, temporary or seasonal employees have no seniority rights.

10.05 Seniority List. The Employer will maintain and make available to the Union an accurate seniority list which shall include the date of hire, classification and rate of pay of each employee covered by this Contract.

10.06 Employees accepting management positions shall maintain and accrue seniority during such appointments up to a maximum of six (6) months. Such employee shall have reverting rights to his prior position.

## **ARTICLE XI            EXERCISE OF SENIORITY RIGHTS**

11.01 Layoff. Whenever it becomes necessary because of lack of work or funds, or whenever it is advisable in the interests of economy or efficiency to reduce the working force of the Employer, the employee with the lowest amount of seniority within the classification affected shall be first laid off.

11.02 Bumping Rights. An employee whose job is closed down for any of the reasons enumerated in Section 1 above may exercise his seniority in a lower rated classification, provided the employee is qualified to perform the job under this contract.

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

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

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

11.06 Recall. Employees shall be recalled in the reverse order of layoff within the affected classification. If an employee on layoff is unqualified or unable to perform the job available, the next most senior employee will be recalled. A laid-off employee unable to qualify for recall will retain his position on the recall list for the next available opening. Nothing in this Contract will prevent the employer from employing temporary employees while a recall is being effectuated up to a maximum of five (5) workdays. Employees shall have recall rights for two (2) years from the date of layoff.

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

11.08 Notice Requirements. When reasonably possible, the Employer will give to regular full-time employees three (3) weeks' advance notice in writing of layoff, indicating the circumstances which make layoff necessary.

## **ARTICLE XII            LEAVE OF ABSENCE**

12.01 Funeral Leave. A regular full-time employee shall be granted a leave of absence with pay, not to be charged against sick leave in the event of the death of his spouse, mother, father,

child (including step children) , brother, sister, mother-in-law or father-in-law, brother-in-law or sister-in-law, grandparent, grandchild or legal guardian within the family environment. The employee will be granted three (3) days' leave. To be eligible, the employee must notify the Employer in the manner it will establish, and attend the funeral. Failure to do so or misrepresentation of facts relating to funeral leave shall be grounds for disciplinary action. In the event of the death of a spouse, child or parent the employee shall be given a ten (10) day leave with pay. Employees may utilize sick leave for additional funeral leave.

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

12.03 Military Leave. An employee shall be granted an extended leave of absence without pay for military duty in accordance with law, and after discharge from the service shall be restored to employment with the Employer if so requested and in accordance with law.

12.04 Jury Duty Leave. An employee serving on jury duty will be excused with pay, less any compensation received for jury duty, for the time lost during his basic workweek provided he turns in to the Finance Director any pay received for such jury service and presents a receipt from the Finance Director to his supervisor.

12.05 Sick Leave.

- (1) Members of the bargaining unit and probationary employees shall be credited with sick leave, with pay, at the rate of 4.6 hours for every eighty (80) hours worked. Unused paid sick leave shall be cumulative and available for future use.
- (2) Upon retirement, an employee shall be entitled, as part of his final pay, to a lump sum payment of one half (1/2) of up to a maximum of 1,200 hours of the employee's accrued and unused sick leave. In the event of an employee's death prior to retirement, the employee's heirs and beneficiaries shall be entitled to said lump sum payment. The payment will be based upon the employee's hourly rate on the last date of employment and will eliminate all accrued and unused sick leave. To be eligible, an employee must have at least ten (10) years of full-time employment with the Employer. Retirement means "disability or service retirement under any state retirement system.

12.06 Before an absence may be charged against accumulated sick leave, the Department Director may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated and paid for by the Employer. In any event, an employee absent for three (3) or more consecutive work days must supply a physician's report to be eligible for paid sick leave, unless waived by the Department Director.

12.07 The Department Director may require an employee who has been absent due to personal illness or injury prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

12.08 If an employee fails to submit adequate proof of illness or injury or in the event such proof as is submitted or upon the request of medical examination, the Department Director finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

12.09 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

12.10 Misuse of Sick Leave. Employees shall submit a signed statement on forms provided by the Employer to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name, address and phone number of the attending physician. An employee who is absent three (3) or more consecutive days, because of sickness or injury, will be required to present a doctor's certificate, or in the case of sickness or injury of less than three (3) days if an employee:

- (1) has a habitual absence record;
- (2) frequently takes sick leave for one (1) to three (3) days; and
- (3) has been notified in writing of these regulations. An employee will not be placed on the habitual list without first being informed of the problem. Also, the Union shall be notified prior to taking any such action.

12.11 Sick Leave Without Pay. After an employee has exhausted his/her sick leave with pay, he/she may, at the Employer's discretion, be granted a leave of absence not to exceed six (6) months because of personal illness, injury or pregnancy (including postpartum recovery periods). Such leave must be supported by satisfactory medical evidence that the employee has an illness, injury or pregnancy. If the illness, injury or pregnancy, as defined above, continues beyond the six-(6) month period, the Employer may, at its sole discretion, grant additional sick leave upon request. Under no circumstances will an employee be permitted more than one year of sick leave without pay. It is the employee's responsibility to inform the Employer of his/her prognosis as circumstances allow.

12.12 Sick Leave with Pay. Employees may utilize paid sick leave for personal pregnancy leaves, actual illness or injury, confinement by reason of contagious sickness or visits to a doctor or dentist for medical care of the employee or member of his/her immediate family. For the purposes of sick leave, immediate family shall only include the employee's spouse, children and parents.

12.13 Benefit for Unused Sick Leave. Any employee who does not use any paid sick leave and who is not habitually tardy for a period of four (4) consecutive months shall be entitled to eight (8) hours of compensation. At the employee's option, this compensation is to be eight (8) hours of straight time placed into the employee's compensatory time bank or paid in cash in the first pay period following each four month period. The cash payment shall be in a separate check and distinct from any other regular compensation. Approval of this benefit must be timely submitted by the department head to payroll. The consecutive month periods shall be:

January, February, March, April

May, June, July, August

September, October, November, December

**ARTICLE XIII      HOURS OF WORK**

13.01 Workweek. The normal hours of work for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hour days, inclusive of the time allotted for meals. The Employer retains the right to set different hours or schedule additional shifts to meet changes in operation or emergencies. Provided that the Union shall be given seven (7) days' notice of such change and that the parties shall meet and discuss shift differential, if any. The Program Coordinator positions require a flexible schedule based on programming and operational needs as directed by the Director of Recreation.

13.02 Nothing above shall be construed as a guarantee of hours worked per day per week.

13.03 Employees who work a regular workday (i.e., eight (8) hours) shall be allowed not less than thirty (30) minutes for a scheduled lunch period. There shall be two (2) fifteen (15) minute rest periods during each shift of the workday. Said rest periods, to the extent practicable, will be scheduled during the middle of the shift, but they shall not be scheduled immediately before or after the meal period or at the start or end of the shift unless approved by the department director.

Position	2016			2017			2018		
	Start	6 months	1 year	Start	6 months	1 year	Start	6 months	1 year
Administrative Assistant	\$56,970.64	\$59,344.42	\$61,817.10	\$58,110.05	\$60,531.30	\$63,053.44	\$59,272.25	\$61,741.93	\$64,314.51
Admin/Office of Aging	\$46,799.49	\$48,749.47	\$50,780.70	\$47,735.48	\$49,724.46	\$51,796.31	\$48,690.19	\$50,718.95	\$52,832.24
Secretaries	\$46,799.49	\$48,749.47	\$50,780.70	\$47,735.48	\$49,724.46	\$51,796.31	\$48,690.19	\$50,718.95	\$52,832.24
Finance Clerk	\$46,799.49	\$48,749.47	\$50,780.70	\$47,735.48	\$49,724.46	\$51,796.31	\$48,690.19	\$50,718.95	\$52,832.24
Financial Analyst	\$51,596.45	\$53,746.30	\$55,985.73	\$52,628.38	\$54,821.23	\$57,105.44	\$53,680.95	\$55,917.65	\$58,247.55
Office Specialist	\$40,854.73	\$42,557.01	\$44,330.22	\$41,671.83	\$43,408.15	\$45,216.82	\$42,505.26	\$44,276.31	\$46,121.16
Asst. Superintendents	\$28.54	\$29.73	\$30.97	\$29.11	\$30.32	\$31.59	\$29.69	\$30.93	\$32.22
Superintendents	\$64,241.79	\$66,918.53	\$69,706.80	\$65,526.62	\$68,256.90	\$71,100.94	\$66,837.16	\$69,622.04	\$72,522.95
Assistant Service Director	\$65,802.24	\$68,544.00	\$71,400.00	\$67,118.28	\$69,914.88	\$72,828.00	\$68,460.65	\$71,313.18	\$74,284.56
Asst. Building Commissioner	\$78,210.66	\$81,469.44	\$84,864.00	\$79,774.88	\$83,098.83	\$86,561.28	\$81,370.37	\$84,760.81	\$88,292.51
Inspectors	\$63,596.92	\$66,246.80	\$69,007.08	\$64,868.86	\$67,571.73	\$70,387.22	\$66,166.24	\$68,923.17	\$71,794.97
Program Coordinators	\$61,862.40	\$64,440.00	\$67,125.00	\$63,099.65	\$65,728.80	\$68,467.50	\$64,361.64	\$67,043.38	\$69,836.85
Community Ctr. Supervisor	\$46,768.47	\$48,717.16	\$50,747.04	\$47,703.84	\$49,691.50	\$51,761.98	\$48,657.92	\$50,685.33	\$52,797.22
Deputy Tax Director	\$65,504.76	\$68,234.12	\$71,077.21	\$66,814.85	\$69,598.80	\$72,498.75	\$68,151.15	\$70,990.78	\$73,948.73
Assistant Deputy Finance Director	\$49,139.47	\$51,186.95	\$53,319.74	\$50,122.26	\$52,210.69	\$54,386.13	\$51,124.71	\$53,254.90	\$55,473.86
Information & Data Processing Specialist	\$44,292.43	\$46,137.95	\$48,060.36	\$45,178.28	\$47,060.70	\$49,021.57	\$46,081.84	\$48,001.92	\$50,002.00

**ARTICLE XIV      WAGE AND CLASSIFICATIONS**

14.01 General Classifications and Wage Rates. Employees classified below and covered by this Contract shall be paid as follows:

14.02 Pay Days. The Employer will pay every other Friday.

14.03 The Employer will make appointments to classifications from the eligibility list where it exists. Employees appointed to temporary assignment duties will be taken from the existing list, if any.

14.04 An employee who serves more than one (1) year in a classification on a temporary assignment will be given a permanent job position provided he has complied with all Civil Service requirements.

**ARTICLE XV      LONGEVITY PAY**

15.01 Each full-time employee of the Employer shall be entitled to longevity pay as a bonus to his annual salary, to be calculated as follows:

For each five (5) consecutive years of full-time continuous service the amount of two hundred (\$200.00) dollars to a maximum of one thousand (\$1,000.00) dollars. Any periods of continuous part-time service immediately prior to or between periods of full-time service shall be computed pro rata based on a forty (40) hour work week, but shall not be considered a break in continuity.

15.02 Each full-time employee shall be entitled to a cost of living allowance, as a bonus to his annual salary, payable on or about December 1<sup>st</sup> of each calendar year in the amount of two hundred (\$200.00) dollars, except those employees with less than one (1) year continuous full-time service who shall, as of the date of payment, receive sixteen dollars and fifty cents (\$16.50) per month for each month of continuous full-time employment.

15.03 Any full-time or part-time employee who resigns his employment with the Employer shall forfeit all accumulated longevity time. Under no circumstances shall previously accumulated longevity time of an employee who has resigned his employment with the City, be placed to his credit upon his re-employment.

**ARTICLE XVI      OVERTIME**

16.01 Authority of the Employer. The Employer shall be the sole judge of the necessity for overtime, to determine weekly and daily work schedules and the number of shifts required.

16.02 Weekly Overtime. Non-exempt employees shall receive time and one-half their regular rate of pay for all hours worked in excess of forty (40) hours in any one (1) week. Holiday pay shall be counted as eight (8) hours worked in computing eligibility for weekly overtime. Sick leave shall be counted as time worked when computing overtime unless the employee has been notified that they are abusing sick time. In this case, sick time will not be used in the calculation

of overtime. Exempt employees may be granted compensatory time at the sole discretion of the Mayor. Non-exempt employees shall be eligible to receive either compensatory time or overtime at the rate of time and one-half (1 ½). The use of compensatory time may not create an overtime situation elsewhere in the department. Employees shall be cashed out the actual dollar amount for accumulated compensatory time on the last full pay cycle of each year.

16.03 Holiday Pay. When an employee is assigned to a regular or standard shift and such employee works on an actual holiday, as noted in Article XVI, that employee shall receive double time and one-half (2-1/2) pay for all hours worked. Employees who are required to work on an observed holiday shall be paid time and one-half (1-1/2) their straight-time pay for all hours worked.

16.04 Call-in Pay. If an employee is called in to work at a time when he is not scheduled to work, he will be compensated at one and one-half (1-1/2) times the rate provided above for hours worked, including shift premium, but in no event for less than two (2) hours, providing such time does not abut the employee's work day.

16.05 Equalization of Overtime. For the purpose of equalization of overtime employees refusing to work overtime will be charged overtime as if they had worked it. All overtime hours will be posted on a bi-weekly basis.

16.06 Overtime Procedure. Employees shall be permitted to sign up for possible overtime work on weekends for either Saturday or Sunday, and such employees will be selected for such overtime based upon availability of work, seniority and skill and ability.

In the event there is a need for non-emergency overtime, employees will be selected based upon seniority. If a situation exists where non-emergency overtime must be performed and all employees who are asked refuse, the Employer may assign the overtime based upon reversed seniority (least senior employee first)

## **ARTICLE XVII     HOLIDAYS**

17.01 Holidays. All regular full-time employees shall be entitled to ten (10) paid holidays as follows:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	
Labor Day	

17.02 Eligibility. To be entitled to holiday pay, an employee must work the last scheduled regular workday preceding the holiday and the first regular scheduled workday following the holiday unless his absence is excused because of bona fide illness, injury or funeral leave.

17.03 Vacation. If a holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of holiday, either at the beginning or end of the vacation period.

17.04 If any of the above holidays falls on a Saturday or Sunday, the following Monday shall be observed as the holiday.

17.05 Each full-time employee shall also receive sixteen (16) personal hours. Time off for those personal hours shall be taken in accordance with departmental rules.

**ARTICLE XVIII. VACATIONS**

18.01 Vacations. All regular full-time employees shall be granted the following vacation leave with pay for each year based upon their length of service with the Employer. Vacations shall be taken at a time mutually convenient to the Employer and employee based upon the operational needs of the Employer.

<u>Years of Service</u>	<u>Length of Vacation</u>
After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 18 years	5 weeks

18.02 Pay. Compensation shall be computed on the basis of the employee's regular rate of pay times forty (40) hours for each week of vacation.

18.03 When Taken. All employees must take their vacations except in special circumstances. The Employer will not pay additional compensation in lieu of vacation leave. Vacation time cannot be accumulated until a subsequent year. The vacation period shall extend from January 1st to December 31st of each year.

18.04 Vacation Application. During the month of January of each year, employees will be given an opportunity to indicate on a form supplied by the Employer their vacation leave preferences. All forms will be due February 15, and promptly thereafter the Employer will post a vacation schedule giving priority to employees according to classification, seniority and consistent with operational requirements. Any employee who fails to make his vacation application during January will be assigned a vacation time without regard to seniority based upon when his application was made. Once the schedule is posted, it cannot be changed without the written consent of the Employer and of the employees involved.

**ARTICLE XVIII HOSPITALIZATION**

In 2017 and 2018, there shall be a "reopener" for healthcare only.

19.01 Healthcare. The City shall provide coverage as noted in Appendix A on the following basis:

\$400/\$800 deductible plan – employees match 15%

\$1,000/\$2,000 deductible plan – employee match 10%

Option 1 - Medical Plan 1 \$400/\$800 Deductible  
15% Employee Contribution

	Monthly cost	Monthly Cost Per Employee	Per Pay (26 pays)
Employee	\$536.08	\$80.41	\$37.11
Employee + Spouse	\$1,036.71	\$155.51	\$71.77
Employee + Child(ren)	\$893.42	\$134.01	\$61.85
Family	\$1,469.66	\$220.45	\$101.75

Option 2 - Medical Plan 1 \$1000/\$2000 Deductible  
10% Employee Contribution

	Monthly cost	Monthly Cost Per Employee	Per Pay (26 pays)
Employee	\$536.08	\$53.61	\$24.74
Employee + Spouse	\$1,039.71	\$103.67	\$47.85
Employee + Child(ren)	\$893.42	\$89.34	\$41.23
Family	\$1,469.66	\$146.97	\$67.83

These rates will be in effect in 2016, thereafter the rate will be determined by actual costs.  
Prescription coverage shall be as follows under the current plan or a substantially similar plan.

- 1) Tier 1 - \$10.00 deductible
- 2) Tier 2 - \$20.00 deductible
- 3) Tier 3 - \$35.00 deductible
- 4) Maintenance drugs — by mail order only; mandatory program.

19.02 Dental Insurance. The Employer will provide each member of the Division dental insurance coverage under the current plan or a substantially similar plan. The Employer will pay the equivalent of the premium for employee and family coverage and orthodontia coverage, per existing plan.

19.03 Vision Care. The Employer shall provide a vision care program through the current program or a substantially similar program.

## ARTICLE XIX LIFE INSURANCES

20.01 The Employer will provide all regular full-time employees with a convertible life insurance policy in the face value of Twenty-five Thousand Dollars (\$25,000.00)

20.02 Paid up Life Insurance. The Employer will provide a paid-up life insurance policy in the face amount of Five Thousand Dollars (\$5,000.00) for each employee classified herein upon such employee's retirement.

**ARTICLE XX      PENSION AND UNEMPLOYMENT**

21.01

- (a) P.E.R.S. The Employer will make all contributions required by law to the Public Employees Retirement System and the State of Ohio Unemployment Compensation Fund on behalf of all employees classified and covered by this Contract.
- (b) Pension "Pick Up" Payments. Within a reasonable period from the ratification of this Contract, the Employer shall initiate a pension "pick up" plan. Specifically, the employees' gross salary shall be reduced by the full amount of said contribution. The employees' contributions which are "picked up" by the Employer shall be treated in the same manner as contributions made by employees prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Public Employees Retirement System pension fund benefit calculations (PERS), and for the purposes of the parties in fixing salaries and compensation of employees as set forth in this Contract. The Employer's contribution to PERS will be calculated on the full salary of members before the pick up is deducted from gross salary.
- (c) The Employer will continue to reimburse retirees and/or their surviving spouse, who retired prior to January 1, 2012, on a semi-annual basis, for the health insurance premium that is deducted monthly from the PERS stipend on behalf of the retiree and/or his surviving spouse only. The maximum annual reimbursement to retirees who retired prior to January 1, 2012 shall not exceed the amount of annual reimbursements received by the retiree in 2011. Those retirees and/or their surviving spouses who retire in 2012 prior to August 1, 2012 shall receive the healthcare reimbursement on the same terms as those who retired prior to January 1, 2012. If a retiree ceases to participate in the state offered health care plan or elects or is mandated to an alternative plan (i.e. Medicare or other supplemental insurance) the retiree shall no longer be eligible for any reimbursement. No other employees or retirees retiring on or after August 1, 2012, are eligible for any reimbursement toward healthcare under this paragraph

**ARTICLE XXI      SAFETY COMMITTEE**

22.01 Safety Committee is hereby established with two (2) employees from the bargaining unit appointed by the Mayor. The Safety Committee shall meet once in each calendar quarter to review the safety status of Employer equipment and write up any safety defects which appear to need repair. Another of the functions of the Safety Committee will be to encourage employees to engage in safe conduct in their daily operation and to be safety conscious.

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

## **ARTICLE XXII     AUTOMOBILES**

23.01 Any employee assigned to a car to drive must drive the car him/her self. Any employee assigned to drive a car who gives authorization to another to drive the car, without the prior approval of the Supervisor, shall be subject to disciplinary action for the first offense. Any subsequent offense shall be reason for dismissal. This section shall apply to the offending car and any other employee who drives a car without the prior approval of the Supervisor.

## **ARTICLE XXIII    DISCIPLINE**

24.01 Discipline. An employee who is suspended, demoted or discharged shall be given written notice as soon as practicable regarding the reason for the disciplinary action. In the case of suspension or discharge, the employee shall be advised that he has the right to have his steward present and confer with him prior to leaving the premises and this matter shall be referred to Step 3 of the grievance procedure.

## **ARTICLE XXIV     GRIEVANCE/ARBITRATION PROCEDURE**

25.01 Grievance. A grievance is a dispute or difference between the Employer and the Union or the Employer and an employee, concerning the interpretation or application of any provision of this Contract.

### 25.02 Grievance Procedure.

- (A) Step 1. An employee who has a grievance may take it up orally with his immediate supervisor, which shall mean the department head, either alone or with his steward, within five (5) working days after the events occur which give rise to the grievance or when the grievant knew or when he/she should have reasonably known of the event giving rise to the alleged grievance. The department head will respond orally or in writing within five (5) working days after the grievance is presented to him.
- (B) Step 2. If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing with details and remedy requested and submitted to the Commissioner of Human Resources on forms provided by the Employer within five (5) working days after receipt of the Step 1 answer. The Commissioner will meet with the employee and with representatives of the Union within five (5) working days of the receipt of the grievance.
- (C) Step 3. If the grievance is not satisfactorily settled at Step 2, the employee may appeal in writing to the Mayor on forms provided by the Employer within seven (7) working days of the receipt of the Step 2 answer. The Mayor, or his designee, shall respond in writing within seven (7) working days of the receipt of the appeal.
- (D) Step 4. If the grievance is not satisfactorily settled at Step 3, the Union may request that the grievance be submitted to arbitration within fifteen (15) working days of the Step 3 answer.

Upon notice of request to arbitrate, the parties will select an arbitrator from the following panel of arbitrators: James Mancini and David Pincus. Fees and expenses of the arbitrator so selected will be shared equally by the parties.

25.03 Attendance at Arbitration. Any employee or Employer official requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending an arbitration proceeding. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

25.04 Policy Grievance. A grievance which affects a substantial number of employees may be initiated at Step 2 of the Grievance Procedure.

25.05 Authority of Arbitrator. The arbitrator shall have jurisdiction only over disputes arising out of grievance as to the interpretation and/or application of the provisions of this Contract. The arbitrator shall have no power or authority to add to or subtract from or modify in any way the provisions of this Contract, or to make an award in conflict with law.

25.06 Binding Arbitration. The grievance procedure set forth herein is the exclusive method of resolving disputes and all decisions of arbitrators or settlements of grievances reached prior to arbitration shall be final and binding on the Employer, the Union and the grievant; provided that the withdrawal of any grievance at any stage shall not be prejudicial to the positions of the parties as they relate to that grievance or any future grievance.

## **ARTICLE XXV      LABOR-MANAGEMENT COMMITTEE**

26.01 It is agreed by and between the Employer and the Union that it is in the best interests of the parties to create a Labor-Management Committee for the purpose of discussing areas of mutual concern.

26.02 The Labor-Management Committee shall consist of the Mayor or his designated representative and two representatives of the Union. Said committee shall meet at least once every three (3) months for the purpose of discussing or attempting to resolve any mutual work-related problems.

26.03 Any member of the Labor-Management Committee may put a matter on the committee's agenda at least five (5) working days in advance of a scheduled meeting. Both the Employer and Union shall make every effort to implement the unanimous decisions of the committee.

26.04 This committee is not intended to resolve grievances, but is intended to discuss matters of general concern.

26.05 Employee members shall have the right to attend such meetings without loss of pay.

**ARTICLE XXVI MISCELLANEOUS**

27.01 Disciplinary Notice. A disciplinary notice may remain in an employee's Personnel Folder for two (2) years for a suspension and eighteen (18) months for a verbal or written disciplinary notice.

27.02 Contract Handbooks. Contract handbooks will be distributed to Union members no later than four (4) months from the date of signing of contract.

27.03 The Employer will pay for all necessary Hepatitis prevention and rabies vaccinations upon request of the employee.

27.04 Disciplinary/Substance Abuse Policy. The Employer and Union shall maintain a substance abuse policy.

27.05 Suits Against Employees. The Employer shall provide legal counsel and pay all expenses for the defense of any claim or suit brought against any employee arising from or because of any action or inaction by such employee actually or allegedly committed in the scope of employment. The Employer shall indemnify and hold harmless all employees for any liability arising from or because of any claim or suit brought against an employee because of any action or inaction by the employee within the scope of employment. This provision shall not apply where an employee is found by a trier of fact to have acted outside the scope of employment and/or in a willful, wanton or malicious manner, and in such case, the employee shall indemnify and reimburse the Employer for all damages, costs and expenses, including attorney fees.

**ARTICLE XXVII SAVINGS CLAUSE**

28.01 Severability. Should any provision of this Contract be deemed illegal pursuant to any present or future law, such provision shall be deemed separate and distinct from the remainder of this Contract and shall not invalidate the remaining parts. In the event some provision is declared unlawful, the Employer and Union, upon request of either party, shall promptly meet to negotiate a lawful alternative provision.

**ARTICLE XXVIII CLOTHING ALLOWANCE**

29.01 Effective in 2017, the City will provide a uniform to any employee required to wear one as part of his/her position.

**ARTICLE XXIX EDUCATION REIMBURSEMENT**

30.01 The Employer shall reimburse each Union member for classes taken for work-related courses up to a maximum of \$1,000.00 per year.

**ARTICLE XXX      TRANSITIONAL WORK POLICY**

31.01 All employees shall be subject to the Employer's Wage Continuation/Transitional Work Policy which will be kept on file in the Human Resources Department.

**ARTICLE XXXI      OBLIGATION TO NEGOTIATE**

32.01 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/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.

32.02 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 the parties at the time they negotiated and signed this Agreement. This Agreement represents the entire agreement between the Employer and the Union.

32.03 Modifications of this Agreement may be made only by mutual agreement of the parties. The party proposing to modify the Agreement shall so notify the other in writing. Within thirty (30) days thereafter, the parties shall meet to discuss the proposed modification.

**ARTICLE XXXII      TOTAL AGREEMENT**

33.01 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, or applicable arbitration decisions, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer. The wages, hours, terms and conditions of employment in this Agreement supersede any related Ohio laws, including specifications under or related to those laws.

**ARTICLE XXXIII      DURATION OF CONTRACT**

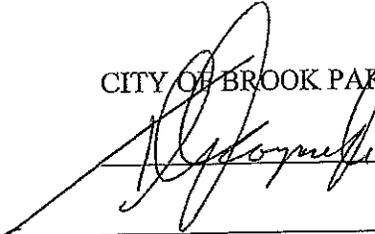
34.01 This Contract represents the complete Contract on all matters subject to bargaining between the Employer and the Union. It shall become effective January 1, 2016, and shall remain in full force and effect until December 31, 2018, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives written notice to the other of an intent to negotiate on any or all provisions. If such notice is given, negotiations shall be promptly commenced with a view to arriving at a new Contract prior to the expiration of this Contract. This Contract supersedes any other previously agreed to Contract.

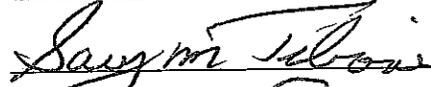
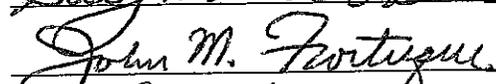
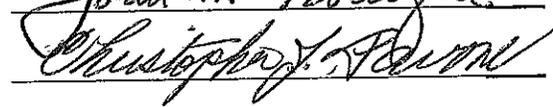
35.02 Effective for the duration of this Agreement, any wage or benefit that is given or awarded to any other collective bargaining unit shall be offered to the Teamsters Union Local 436.

This Contract is signed this 18 day of April, 2016.

CITY OF BROOK PARK:

TEAMSTERS UNION LOCAL NO. 436:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE  
AMENDING CERTAIN SECTIONS OF THE ADMINISTRATIVE  
CODE TO PROVIDE ADJUSTMENTS IN COMPENSATION FOR  
EMPLOYEES OF THE CITY, OTHER THAN ELECTED OFFICIALS OR  
THOSE COVERED UNDER NEGOTIATED LABOR CONTRACTS  
AND DECLARING AN EMERGENCY

WHEREAS, it is the desire of the Council of the City of Brook Park to provide adjustment in compensation for employees of the City, other than elected officials, who are not specifically covered in negotiated labor contracts, and also to provide adjustment in rates covering employees; and

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

**SECTION 1:** The Salary Schedules for the years 2016 through 2018 are attached hereto and marked Exhibit "A," and made a part hereof as if fully rewritten herein and are hereby adopted. Those said Sections of the Codified Ordinances specifically enumerated in the attached "Salary Schedules" are hereby amended accordingly.

**SECTION 2:** : The compensation provided in "Salary Schedules for the years 2016 through 2018 shall remain in effect until duly changed.

**SECTION 3:** The "Salary Schedule 2014--2015" as enacted by Ordinance 9915-2014, passed June 3, 2014 is hereby specifically repealed.

**SECTION 4:** The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated or to be appropriated for said purpose.

**SECTION 5:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 6:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to provide adjustments in compensation without undue delay; provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

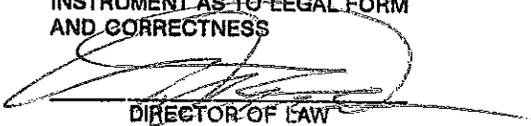
PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

APPROVED: \_\_\_\_\_  
MAYOR

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS



\_\_\_\_\_  
DIRECTOR OF LAW

\_\_\_\_\_  
DATE

SALARY SCHEDULE

Ordinance Title	Current		Proposed		Proposed		Proposed	
	2016 Minimum	2016 Maximum	2016 Minimum	2016 Maximum	2017 Minimum	2017 Maximum	2017 Minimum	2017 Maximum
121.02 (b) Clerk Of Council	\$52,768.22	\$62,768.22	\$53,823.58	\$64,023.58	\$54,900.06	\$65,304.06	\$54,900.06	\$65,304.06
121.03 (b) Assistant Clerk Of Council	\$39,785.36	\$49,785.36	\$40,581.07	\$50,781.07	\$41,392.69	\$51,796.69	\$41,392.69	\$51,796.69
121.08 (b) Part-time Assistant Clerk of Council	\$10.00	\$16.56	\$10.20	\$16.89	\$10.40	\$17.23	\$10.40	\$17.23
131.03 (b) Executive Assistant to the Mayor	\$60,079.10	\$70,079.10	\$61,280.68	\$71,480.68	\$62,506.30	\$72,910.30	\$62,506.30	\$72,910.30
131.06 (b) Temporary Clerical	\$10.00	\$16.56	\$10.20	\$16.89	\$10.40	\$17.23	\$10.40	\$17.23
131.07 (a) C.O.E. Assistant Office Clerk	\$7.70	\$12.14	\$8.10	\$12.38	\$10.00	\$12.14	\$10.00	\$12.14
131.08 (c) Commissioner of Admin. Services (H.R.)	\$68,210.81	\$78,210.81	\$69,575.03	\$79,775.03	\$70,966.53	\$81,370.53	\$70,966.53	\$81,370.53
131.09 (c) Clerk of Mayor's Court	\$50,605.28	\$60,605.28	\$51,617.38	\$61,817.38	\$52,649.73	\$63,033.73	\$52,649.73	\$63,033.73
131.11 (d) Commissioner of Purchasing	\$68,210.81	\$78,210.81	\$69,575.03	\$79,775.03	\$70,966.53	\$81,370.53	\$70,966.53	\$81,370.53
131.13 (c) Commissioner of Economic Development	\$73,200.64	\$83,200.64	\$74,664.66	\$84,864.66	\$76,157.95	\$86,561.95	\$76,157.95	\$86,561.95
133.02 (c) Assistant Law Director	\$38,381.14	\$48,381.14	\$39,148.76	\$49,348.76	\$39,931.73	\$50,335.73	\$39,931.73	\$50,335.73
133.03 (c) Administrative Assistant to the Law Director	\$50,605.28	\$60,605.28	\$51,617.38	\$61,817.38	\$52,649.73	\$63,033.73	\$52,649.73	\$63,033.73
133.061 (c) Part-time Assistant Law Director-Class #2	\$12,000.00	\$30,480.24	\$12,240.00	\$31,089.85	\$12,484.80	\$31,711.64	\$12,484.80	\$31,711.64
133.07 (b) Law Department Clerk	\$10.00	\$16.56	\$10.20	\$16.89	\$10.40	\$17.23	\$10.40	\$17.23
133.062 Assistant Law Director- Class #3	\$57,123.97	\$67,123.97	\$58,266.45	\$68,466.45	\$59,431.78	\$69,835.78	\$59,431.78	\$69,835.78
137.02 (b) Assistant Finance Director	\$73,565.00	\$83,200.00	\$75,036.30	\$84,864.00	\$76,537.03	\$86,561.28	\$76,537.03	\$86,561.28
139.01 (b) Director of Public Safety	\$85,311.37	\$95,311.37	\$87,017.59	\$97,217.59	\$88,757.95	\$99,161.95	\$88,757.95	\$99,161.95
139.07 (c) School Crossing Guards	\$7,524.76	\$9,406.44	\$7,675.26	\$9,594.57	\$7,824.76	\$9,406.44	\$7,824.76	\$9,406.44
139.11 Safety Forces High Risk Board	\$1,885.51	\$1,885.51	\$1,923.22	\$1,923.22	\$1,885.51	\$1,885.51	\$1,885.51	\$1,885.51
140.03 (b) Electrical Inspector	\$20,385.54	\$20,385.54	\$20,793.25	\$20,793.25	\$20,385.54	\$20,385.54	\$20,385.54	\$20,385.54
140.04 (b) Plumbing Inspector	\$20,385.54	\$20,385.54	\$20,793.25	\$20,793.25	\$20,385.54	\$20,385.54	\$20,385.54	\$20,385.54
141.03 (a) Police Chief	\$89,667.76	\$99,667.76	\$91,461.11	\$101,000.00	\$93,290.33	\$110,160.00	\$93,290.33	\$110,160.00
141.03 (a) Police Captain	\$83,147.11	\$93,147.11	\$84,810.05	\$94,810.05	\$86,506.25	\$103,020.00	\$86,506.25	\$103,020.00
142.07 (c) Auxiliary Police	\$10.00	\$18.76	\$10.20	\$19.14	\$10.40	\$19.52	\$10.40	\$19.52
143.03 (a) Fire Chief	\$89,667.76	\$99,667.76	\$91,461.11	\$101,000.00	\$93,290.33	\$110,160.00	\$93,290.33	\$110,160.00
143.03 (a) Assistant Fire Chief	\$83,147.11	\$93,147.11	\$84,810.05	\$94,810.05	\$86,506.25	\$103,020.00	\$86,506.25	\$103,020.00
145.01 Director of Public Service	\$85,311.37	\$95,311.37	\$87,017.59	\$97,217.59	\$88,757.95	\$99,161.95	\$88,757.95	\$99,161.95
145.15 (b) Summer Grass Cutters	\$7.70	\$12.14	\$8.10	\$12.38	\$10.00	\$12.63	\$10.00	\$12.63
146.08 (c) Part-time Assistant of Public Property (PT Janitors)	\$7.70	\$12.14	\$8.10	\$12.14	\$10.00	\$12.38	\$10.00	\$12.38
147.01 (g) Commissioners of Parks and Playgrounds *	\$2,732.87	\$2,732.87	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
147.02 (c) Director of Recreation	\$77,662.38	\$87,662.38	\$79,215.63	\$89,415.63	\$80,799.94	\$91,203.94	\$80,799.94	\$91,203.94
147.08 (b) Playground Supervisor	\$7.70	\$15.00	\$8.10	\$15.00	\$10.00	\$15.30	\$10.00	\$15.30
147.12 (b) Pool Lifeguard	\$7.70	\$15.00	\$8.10	\$15.00	\$10.00	\$15.30	\$10.00	\$15.30
147.12 (b) Lifeguard w/ Safety Instructor Card W.S.I.	\$7.70	\$15.00	\$8.10	\$15.00	\$10.00	\$15.30	\$10.00	\$15.30
147.13 (b) Front Counter Attendant	\$7.70	\$15.00	\$8.10	\$15.00	\$10.00	\$15.30	\$10.00	\$15.30
147.14 (b) Roving Supervisor	\$7.70	\$15.00	\$8.10	\$15.00	\$10.00	\$15.30	\$10.00	\$15.30
147.15 (b) Arts and Crafts Instructor	\$10.00	\$16.56	\$8.10	\$16.56	\$10.00	\$16.89	\$10.00	\$16.89
147.16 (b) Asst. Arts and Crafts Instructor	\$7.70	\$15.00	\$8.10	\$15.00	\$10.00	\$15.30	\$10.00	\$15.30
147.17 (b) Athletic Program Instructor	\$7.70	\$15.30	\$8.10	\$15.00	\$10.00	\$15.30	\$10.00	\$15.30
147.18 (b) Part-time Parks and Playground Instructor	\$7.70	\$15.00	\$8.10	\$15.00	\$10.00	\$15.30	\$10.00	\$15.30

Ordinance	Title	Current		Proposed		Proposed		Proposed	
		2016 Minimum	2016 Maximum	2016 Minimum	2016 Maximum	2017 Minimum	2017 Maximum	2017 Minimum	2017 Maximum
147.20 ©	Part-Time Concession Stand Supervisor	\$7.70	\$15.00	\$8.10	\$15.00	\$10.00	\$15.30	\$10.00	\$15.30
147.21 ©	Asst. Part-time Concession Stand Manager	\$7.70	\$15.00	\$8.10	\$15.00	\$10.00	\$15.30	\$10.00	\$15.30
147.23 ©	Recreation Building Attendant	\$7.70	\$15.00	\$8.10	\$15.00	\$10.00	\$15.30	\$10.00	\$15.30
147.28 ©	Recreation Cleaning Supervisor	\$7.70	\$15.00	\$8.10	\$15.00	\$10.00	\$15.30	\$10.00	\$15.30
147.28 ©	Recreation Cleaning Supervisor	\$7.70	\$15.00	\$8.10	\$15.00	\$10.00	\$15.30	\$10.00	\$15.30
147.33(d)	Commissioner of Leisure Time Activities	\$62,000.00	\$70,000.00	\$62,000.00	\$70,000.00	\$62,000.00	\$70,000.00	\$62,000.00	\$70,000.00
149.03	Civil Service Commission *	\$2,679.63	\$2,679.63	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
149.04 (c)	Permanent Part-time Civil Service Secretary	\$15.00	\$20.81	\$15.30	\$21.22	\$15.61	\$21.65	\$15.61	\$21.65
149.06 (b)	Civil Service Legal Advisor	\$17,650.26	\$17,650.26	\$17,650.26	\$17,650.26	\$17,650.26	\$17,650.26	\$17,650.26	\$17,650.26
1101.06	Planning Commission *	\$2,679.63	\$2,679.63	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
	Board of Zoning Appeals *	\$2,679.63	\$2,679.63	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
1725.01 (a)	Tax Review Board Member *	\$1,885.51	\$1,885.51	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
1729.02 (b)	Director of Taxation	\$77,662.38	\$87,662.38	\$77,662.38	\$87,662.38	\$77,662.38	\$87,662.38	\$77,662.38	\$87,662.38
1729.06 (b)	Assistant Part-time Tax Clerk	\$7.70	\$15.00	\$8.10	\$15.00	\$10.00	\$15.30	\$10.00	\$15.30
1929.05 (d)	Permanent Part-time Tax Clerk	\$7.70	\$15.00	\$8.10	\$15.00	\$10.00	\$15.30	\$10.00	\$15.30
171.03	Magistrate	\$27,284.96	\$27,284.96	\$27,830.66	\$27,830.66	\$28,387.27	\$28,387.27	\$28,387.27	\$28,387.27
171.04	Mediator	\$10,000.00	\$14,000.00	\$10,200.00	\$14,280.00	\$10,404.00	\$14,565.60	\$10,404.00	\$14,565.60
141.15	Full Time Jailor	\$31,616.00	\$41,616.00	\$32,248.32	\$42,448.32	\$32,893.29	\$43,297.29	\$32,893.29	\$43,297.29
141.16	Part Time Jailor	\$15.00	\$20.81	\$15.00	\$21.22	\$15.30	\$21.65	\$15.30	\$21.65
140.02	Building Commissioner	\$77,662.39	\$87,662.39	\$79,215.64	\$89,415.64	\$80,799.95	\$91,203.95	\$80,799.95	\$91,203.95
139.093	Part time Clerks Safety Department	18.26	21.15	18.26	21.15	18.26	21.15	18.26	21.15

\*Boards & Commissions effective date of annual \$1,200.00 per year (\$100.00 per month) shall be May 2, 2016