

**ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON TUESDAY, MARCH 19, 2019
6:30 P.M.**

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. DISCUSSION:

1. 2019 BUDGET

IV. FINANCE COMMITTEE - CHAIRMAN, SCOTT:

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE TEAMSTERS UNION LOCAL 436 AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.
2. 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 Gammella.
3. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (CITY OF BROOK PARK POLICE SERGEANTS AND LIEUTENANTS) AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

FINANCE COMMITTEE - CHAIRMAN, SCOTT: CONT.

4. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BROOK PARK FIREFIGHTERS ASSOCIATION, LOCAL 1141, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.
5. 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 Gammella.
6. A RESOLUTION ACCEPTING THE RECOMMENDATIONS AND APPROVING THE MINUTES OF THE HOUSING COUNCIL ON THE CITY OF BROOK PARK'S COMMUNITY REINVESTMENT AREA (CRA) AGREEMENTS AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

V. ADJOURNMENT:

Posted 3/15/19

CITY OF BROOK PARK, OHIO
3 YEARS DISBURSEMENTS &
APPROPRIATIONS FOR 2019

80/20

Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
100 GENERAL FUND					
110 COUNCIL					
513 PART TIME SALARIES	123,967.68	122,690.60	123,967.68	0.00	123,968.00
519 FRINGE BENEFITS	20,599.36	18,955.77	19,096.13	0.00	19,153.04
521 COMMUNICATIONS	8,942.35	5,931.25	9,247.98	0.00	10,000.00
523 PROFESSIONAL SERVICES	0.00	19,669.75	3,930.00	0.00	0.00
524 REPAIR & MAINTENANCE	245.09	0.00	4.89	0.00	300.00
525 TRAVEL & EDUCATION	540.62	519.35	548.87	0.00	1,500.00
526 OFFICE SUPPLIES	1,195.75	1,237.82	921.36	0.00	2,000.00
527 MISCELLANEOUS EXPENSES	512.82	303.68	1,210.43	0.00	500.00
528 TOOLS & MINOR EQUIPMENT	30.50	35.46	155.65	0.00	200.00
529 CONTRACTS	7,538.35	5,363.67	7,112.85	1,070.78	8,500.00
	<u>163,572.52</u>	<u>174,707.35</u>	<u>166,195.84</u>	<u>1,070.78</u>	<u>166,121.04</u>
111 CLERK OF COUNCIL					
511 REGULAR SALARIES	58,701.09	61,447.51	61,277.15	0.00	71,920.87
513 PART TIME SALARIES	15,988.01	23,122.00	50.00	0.00	12,000.00
519 FRINGE BENEFITS	19,195.37	18,249.85	14,678.33	0.00	18,886.68
521 COMMUNICATIONS	2,696.58	1,976.97	2,258.13	0.00	2,500.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
524 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00
525 TRAVEL & EDUCATION	45.00	160.00	61.35	0.00	1,500.00
526 OFFICE SUPPLIES	109.44	0.00	0.00	0.00	250.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	250.00
528 TOOLS & MINOR EQUIPMENT	34.76	0.00	0.00	0.00	50.00
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
	<u>96,770.25</u>	<u>104,956.33</u>	<u>78,324.96</u>	<u>0.00</u>	<u>107,357.55</u>
210 MAYOR'S COURT					
511 REGULAR SALARIES	62,161.92	63,625.35	63,421.29	0.00	67,668.89
513 PART TIME SALARIES	58,675.56	65,827.80	59,612.44	0.00	55,708.94
519 FRINGE BENEFITS	31,521.69	27,580.75	24,224.08	0.00	24,982.80
521 COMMUNICATIONS	7,612.90	5,221.27	4,689.99	0.00	5,800.00
522 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00
523 PROFESSIONAL SERVICES	0.00	0.00	300.00	0.00	250.00
524 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00
525 TRAVEL & EDUCATION	846.20	536.00	688.47	0.00	750.00
526 OFFICE SUPPLIES	1,389.19	2,049.94	668.28	0.00	1,500.00
527 MISCELLANEOUS EXPENSES	17.20	0.00	0.00	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	17.85	70.92	103.71	0.00	100.00
529 CONTRACTS	10,011.34	5,003.32	5,343.69	676.16	5,504.00
	<u>172,253.85</u>	<u>169,915.35</u>	<u>159,051.95</u>	<u>676.16</u>	<u>162,264.63</u>
211 MUNICIPAL COURT					
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
320 PLANNING COMMISSION					
511 COMMISSION SALARIES	8,511.00	5,200.00	6,000.00	0.00	6,000.00
519 FRINGE BENEFITS	1,471.26	803.40	927.00	0.00	927.00
526 OFFICE SUPPLIES	185.50	0.00	0.00	0.00	0.00
	<u>10,167.76</u>	<u>6,003.40</u>	<u>6,927.00</u>	<u>0.00</u>	<u>6,927.00</u>
325 COMMUNITY DEVELOPMENT					
511 REGULAR SALARIES	77,511.57	86,722.95	83,748.31	0.00	88,709.59
519 FRINGE BENEFITS	31,735.19	28,742.32	22,672.44	0.00	25,995.39
521 COMMUNICATIONS	471.48	231.97	63.98	0.00	500.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	250.00
524 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00
525 TRAVEL & EDUCATION	249.00	187.00	3,351.24	0.00	2,000.00
526 OFFICE SUPPLIES	26.68	48.95	132.49	0.00	250.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	0.00	0.00	0.00	100.00
529 CONTRACTS	21.13	81.17	80.67	0.00	0.00
	<u>110,015.05</u>	<u>116,014.36</u>	<u>110,049.13</u>	<u>0.00</u>	<u>117,804.98</u>

CITY OF BROOK PARK, OHIO
3 YEARS DISBURSEMENTS &
APPROPRIATIONS FOR 2019

80/20

Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
330 CIVIL SERVICE COMMISSION					
511 COMMISSION SALARIES	8,360.22	5,914.41	6,026.76	0.00	5,984.00
513 PART TIME SALARIES	16,085.20	17,462.50	17,675.86	0.00	18,850.00
519 FRINGE BENEFITS	4,028.99	3,611.65	3,662.01	0.00	3,836.86
521 COMMUNICATIONS	79.48	81.10	80.31	0.00	100.00
522 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
524 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00
525 TRAVEL & EDUCATION	368.00	0.00	0.00	0.00	100.00
526 OFFICE SUPPLIES	4.89	6.69	59.35	64.00	1,000.00
527 MISCELLANEOUS EXPENSES	0.00	860.00	0.00	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	34.29	0.00	0.00	9,200.00
529 CONTRACTS	0.00	846.70	10,140.67	0.00	0.00
	28,926.78	28,817.34	37,644.96	64.00	39,070.86
335 BOARD OF ZONING AND APPEALS					
511 COMMISSION SALARIES	9,799.20	6,400.00	7,200.00	0.00	8,400.00
519 FRINGE BENEFITS	1,701.52	988.80	1,112.40	0.00	1,297.80
526 OFFICE SUPPLIES	216.00	35.50	0.00	0.00	100.00
	11,716.72	7,424.30	8,312.40	0.00	9,797.80
340 RECREATION COMMISSION					
511 COMMISSION SALARIES	8,154.80	5,400.00	6,000.00	0.00	6,000.00
519 FRINGE BENEFITS	1,419.20	834.30	927.00	0.00	927.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
	9,574.00	6,234.30	6,927.00	0.00	6,927.00
341 RECREATION CENTER					
511 REGULAR SALARIES	280,893.86	324,796.11	345,284.31	0.00	356,384.36
512 OVERTIME	2,718.56	2,095.48	314.97	0.00	1,500.00
513 PART TIME SALARIES	89,799.93	71,842.50	93,692.57	0.00	99,600.00
519 FRINGE BENEFITS	113,187.66	98,416.30	102,670.99	0.00	107,137.64
520 UTILITIES	177,123.96	163,655.22	123,867.97	0.00	127,000.00
521 COMMUNICATIONS	25,201.15	16,774.74	19,061.16	168.11	20,300.00
522 EQUIPMENT RENTAL	402.70	458.75	646.73	0.00	650.00
523 PROFESSIONAL SERVICES	1,074.00	1,922.00	510.00	198.00	750.00
524 REPAIR & MAINTENANCE	32,957.42	19,590.55	14,221.33	1,302.34	15,000.00
525 TRAVEL & EDUCATION	27.50	27.50	27.50	0.00	50.00
526 OFFICE SUPPLIES	399.24	244.74	402.32	10.14	450.00
527 MISCELLANEOUS EXPENSES	6,854.05	4,727.22	8,751.06	0.00	10,500.00
528 TOOLS & MINOR EQUIPMENT	444.86	178.98	741.74	0.00	750.00
529 CONTRACTS	35,746.09	33,252.02	29,761.65	1,729.05	32,920.00
574 REFUNDS	240.83	520.00	137.50	0.00	250.00
	767,071.81	738,502.11	740,091.80	3,407.64	773,242.00
342 PARKS & PLAYGROUNDS					
511 REGULAR SALARIES	103,638.06	110,305.35	112,928.01	0.00	118,110.00
512 OVERTIME	155.07	563.59	333.63	0.00	400.00
513 PART TIME SALARIES	0.00	0.00	0.00	0.00	12,000.00
519 FRINGE BENEFITS	53,428.81	47,415.72	47,905.51	0.00	54,458.68
520 UTILITIES	46,118.93	42,569.30	43,455.15	0.00	46,250.00
521 COMMUNICATIONS	47.49	547.64	568.33	0.00	600.00
522 EQUIPMENT RENTAL	407.14	0.00	0.00	0.00	250.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
524 REPAIR & MAINTENANCE	39,090.13	31,043.91	27,853.83	3,895.25	32,663.00
525 TRAVEL & EDUCATION	45.75	0.00	44.75	0.00	100.00
527 MISCELLANEOUS EXPENSES	17,063.15	18,237.78	20,050.66	406.80	20,395.00
528 TOOLS & MINOR EQUIPMENT	309.48	553.23	326.96	0.00	450.00
529 CONTRACTS	9,748.00	10,763.00	10,763.00	0.00	11,200.00
	270,052.01	261,999.52	264,229.83	4,302.05	296,876.68
343 PUBLIC RECREATION					
511 REGULAR SALARIES	0.00	0.00	0.00	0.00	0.00
513 PART TIME SALARIES	19,748.16	21,807.50	15,704.92	0.00	19,515.83
519 FRINGE BENEFITS	3,033.76	3,369.60	2,432.73	0.00	3,015.20
521 COMMUNICATIONS	130.19	567.18	96.26	0.00	250.00
522 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00
523 PROFESSIONAL SERVICES	24,440.50	24,779.25	26,360.50	0.00	26,500.00
524 REPAIR & MAINTENANCE	742.40	0.00	0.00	0.00	0.00
525 TRAVEL & EDUCATION	0.00	0.00	0.00	0.00	0.00
526 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
527 MISCELLANEOUS EXPENSES	561.63	0.00	387.00	0.00	500.00
528 TOOLS & MINOR EQUIPMENT	119.98	0.00	0.00	0.00	0.00
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
	48,776.62	50,523.53	44,981.41	0.00	49,781.03

CITY OF BROOK PARK, OHIO
3 YEARS DISBURSEMENTS &
APPROPRIATIONS FOR 2019

80/20

Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
345 HOME DAYS CELEBRATION					1,441.73
511 REGULAR SALARIES	860.25	1,341.75	641.56	0.00	20,500.00
512 OVERTIME	11,956.43	15,600.35	20,043.66	0.00	2,119.00
519 FRINGE BENEFITS	1,302.02	1,723.38	1,975.22	0.00	1,700.00
520 UTILITIES	1,232.42	1,406.62	1,526.14	0.00	0.00
521 COMMUNICATIONS	0.00	0.00	0.00	0.00	1,500.00
522 EQUIPMENT RENTAL	1,360.00	1,200.00	960.00	0.00	42,750.00
523 PROFESSIONAL SERVICES	42,657.27	38,600.00	38,800.00	0.00	1,000.00
524 REPAIR & MAINTENANCE	1,982.73	511.94	423.48	0.00	500.00
527 MISCELLANEOUS EXPENSES	129.23	36.70	430.35	0.00	100.00
528 TOOLS & MINOR EQUIPMENT	112.96	49.98	19.92	0.00	0.00
529 CONTRACTS	0.00	0.00	0.00	0.00	71,610.73
	<u>61,593.31</u>	<u>60,470.72</u>	<u>64,820.33</u>	<u>0.00</u>	
351 CHARTER REVIEW COMMISSION					0.00
511 COMMISSION SALARIES	0.00	0.00	0.00	0.00	0.00
519 FRINGE BENEFITS	0.00	0.00	0.00	0.00	50.00
521 COMMUNICATIONS	0.00	0.00	0.00	0.00	0.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	250.00
526 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00
529 CONTRACTS	0.00	0.00	0.00	0.00	300.00
	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
400 MAYOR'S OFFICE					241,476.91
511 REGULAR SALARIES	201,777.00	231,933.69	236,280.53	0.00	0.00
512 OVERTIME	0.00	0.00	0.00	0.00	24,000.00
513 PART TIME SALARIES	17,141.46	25,463.15	14,444.19	0.00	81,346.67
519 FRINGE BENEFITS	47,140.58	50,004.00	74,128.29	0.00	4,500.00
521 COMMUNICATIONS	5,184.11	5,779.21	2,626.12	0.00	0.00
522 EQUIPMENT RENTAL	(113.60)	0.00	0.00	0.00	0.00
523 PROFESSIONAL SERVICES	0.00	140.00	0.00	0.00	0.00
524 REPAIR & MAINTENANCE	5.50	0.00	0.00	0.00	4,500.00
525 TRAVEL & EDUCATION	2,965.22	3,155.65	4,041.63	0.00	1,500.00
526 OFFICE SUPPLIES	2,208.60	1,644.94	1,050.76	2,029.64	1,500.00
527 MISCELLANEOUS EXPENSES	182.45	3.00	1,227.79	2,210.81	100.00
528 TOOLS & MINOR EQUIPMENT	79.50	79.78	0.00	0.00	3,738.00
529 CONTRACTS	4,937.55	4,530.99	1,417.99	1,634.26	362,661.58
	<u>281,508.37</u>	<u>322,734.41</u>	<u>335,217.30</u>	<u>5,874.71</u>	
402 HUMAN RESOURCES					83,401.36
511 REGULAR SALARIES	79,596.14	81,533.82	74,067.44	0.00	18,806.42
519 FRINGE BENEFITS	24,590.43	20,175.75	16,203.69	0.00	150.00
521 COMMUNICATIONS	202.90	113.19	71.31	0.00	0.00
522 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	4,495.00
523 PROFESSIONAL SERVICES	7,439.00	4,037.00	2,658.00	287.00	0.00
524 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	2,700.00
525 TRAVEL & EDUCATION	583.95	424.00	2,629.00	0.00	300.00
526 OFFICE SUPPLIES	189.92	135.88	483.53	0.00	150.00
527 MISCELLANEOUS EXPENSES	129.68	135.68	29.94	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	28.67	3.77	0.69	0.00	3,429.00
529 CONTRACTS	2,110.11	2,188.81	3,329.50	98.76	113,431.78
	<u>114,870.80</u>	<u>108,747.90</u>	<u>99,473.10</u>	<u>385.76</u>	
405 CORRECTIONAL FACILITY					45,756.90
511 REGULAR SALARIES	4,896.00	32,356.85	43,737.82	0.00	3,575.00
512 OVERTIME	0.00	655.70	3,421.49	0.00	122,144.00
513 PART TIME SALARIES	119,705.50	125,510.22	109,518.25	0.00	43,901.14
519 FRINGE BENEFITS	19,944.02	35,974.31	39,531.90	0.00	6,000.00
523 PROFESSIONAL SERVICES	6,000.00	6,000.00	6,000.00	1,000.00	100.00
524 REPAIR & MAINTENANCE	18.72	0.00	170.42	0.00	0.00
525 TRAVEL & EDUCATION	0.00	0.00	0.00	0.00	7,500.00
527 MISCELLANEOUS EXPENSES	10,317.79	9,483.99	5,869.50	3,907.06	0.00
528 TOOLS & MINOR EQUIPMENT	49.95	0.00	0.00	0.00	25,500.00
529 CONTRACTS	8,566.44	22,201.46	19,758.76	4,926.69	254,477.04
	<u>169,498.42</u>	<u>232,182.53</u>	<u>228,008.14</u>	<u>9,833.75</u>	

CITY OF BROOK PARK, OHIO
3 YEARS DISBURSEMENTS &
APPROPRIATIONS FOR 2019

80/20

Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
407 SAFETY TOWN					0.00
511 REGULAR SALARIES	0.00	0.00	0.00	0.00	0.00
519 FRINGE BENEFITS	0.00	0.00	0.00	0.00	3,000.00
523 PROFESSIONAL SERVICES	2,100.00	2,850.00	3,000.00	0.00	0.00
524 REPAIR & MAINTENANCE	0.00	210.62	0.00	0.00	1,000.00
527 MISCELLANEOUS EXPENSES	53.99	0.00	939.24	0.00	4,000.00
	<u>2,153.99</u>	<u>3,060.62</u>	<u>3,939.24</u>	<u>0.00</u>	
409 MECHANICS				0.00	455,930.94
511 REGULAR SALARIES	426,132.02	432,402.70	441,183.16	0.00	2,875.00
512 OVERTIME	2,593.51	2,359.93	3,328.14	0.00	0.00
513 PART TIME SALARIES	0.00	0.00	0.00	0.00	161,030.13
519 FRINGE BENEFITS	171,058.34	147,337.43	148,665.33	0.00	100.00
521 COMMUNICATIONS	418.00	91.81	0.00	0.00	500.00
524 REPAIR & MAINTENANCE	196.52	676.69	105.00	0.00	8,000.00
525 TRAVEL & EDUCATION	1,544.75	2,419.25	2,160.00	0.00	75.00
526 OFFICE SUPPLIES	63.61	26.99	19.66	0.00	1,175.00
527 MISCELLANEOUS EXPENSES	872.10	610.00	1,101.76	0.00	750.00
528 TOOLS & MINOR EQUIPMENT	902.06	766.06	343.70	0.00	0.00
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
	<u>603,780.91</u>	<u>586,690.86</u>	<u>596,906.75</u>	<u>0.00</u>	<u>630,436.07</u>
410 SAFETY DIRECTOR				0.00	0.00
511 REGULAR SALARIES	96,934.56	99,317.37	10,321.42	0.00	0.00
512 OVERTIME	0.00	0.00	0.00	0.00	0.00
519 FRINGE BENEFITS	29,259.60	26,127.21	416.63	0.00	0.00
521 COMMUNICATIONS	133.76	5.76	0.00	0.00	0.00
525 TRAVEL & EDUCATION	0.00	0.00	0.00	0.00	0.00
526 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
527 MISCELLANEOUS EXPENSES	1,925.00	0.00	0.00	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00
529 CONTRACTS	0.00	56.70	80.67	0.00	0.00
	<u>128,252.92</u>	<u>125,507.04</u>	<u>10,818.72</u>	<u>0.00</u>	<u>0.00</u>
411 SAFETY BUILDING				0.00	47,338.79
511 REGULAR SALARIES	316,391.24	93,579.99	44,518.48	0.00	200.00
512 OVERTIME	50,447.53	8.85	0.00	0.00	0.00
513 PART TIME SALARIES	18,656.71	0.00	0.00	0.00	12,955.84
519 FRINGE BENEFITS	88,673.67	26,714.25	11,991.99	0.00	55,700.00
520 UTILITIES	56,353.03	51,889.40	53,055.70	0.00	0.00
521 COMMUNICATIONS	142.44	0.00	0.00	0.00	0.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
524 REPAIR & MAINTENANCE	4,551.56	3,559.43	1,383.61	3,992.00	3,000.00
525 TRAVEL & EDUCATION	30.00	0.00	0.00	0.00	0.00
526 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
527 MISCELLANEOUS EXPENSES	77.00	0.00	0.00	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00
529 CONTRACTS	76,366.90	443,825.95	440,703.49	520,843.76	571,000.00
	<u>611,690.08</u>	<u>619,577.87</u>	<u>551,653.27</u>	<u>524,835.76</u>	<u>690,194.63</u>
412 POLICE DEPARTMENT				0.00	3,476,709.82
511 REGULAR SALARIES	3,114,004.83	3,275,402.03	3,393,969.56	0.00	245,000.00
512 OVERTIME	221,540.08	221,938.30	236,144.09	0.00	599,942.40
519 FRINGE BENEFITS	667,524.82	544,694.08	549,485.49	0.00	40,200.00
521 COMMUNICATIONS	51,788.45	32,307.64	36,874.80	3,179.00	600.00
522 EQUIPMENT RENTAL	573.97	504.00	504.00	16.00	0.00
523 PROFESSIONAL SERVICES	0.00	0.00	3,225.00	0.00	44,000.00
524 REPAIR & MAINTENANCE	38,969.35	42,833.87	41,072.30	2,589.72	10,000.00
525 TRAVEL & EDUCATION	3,600.67	4,321.60	10,509.33	875.00	8,000.00
526 OFFICE SUPPLIES	8,726.90	8,644.54	2,796.83	224.19	85,000.00
527 MISCELLANEOUS EXPENSES	73,984.39	70,263.14	82,992.47	468.50	500.00
528 TOOLS & MINOR EQUIPMENT	1,911.04	2,145.25	420.21	0.00	55,744.00
529 CONTRACTS	79,468.63	64,507.66	54,120.67	4,578.70	4,565,696.22
	<u>4,262,093.13</u>	<u>4,267,562.11</u>	<u>4,412,114.75</u>	<u>11,931.11</u>	

CITY OF BROOK PARK, OHIO
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Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
413 FIRE DEPARTMENT					
511 REGULAR SALARIES	2,491,892.03	2,647,401.27	2,748,815.57	0.00	3,010,833.19
512 OVERTIME	375,355.45	407,458.43	442,623.61	0.00	500,000.00
513 PART TIME SALARIES	21,902.27	23,988.04	10,185.76	0.00	0.00
519 FRINGE BENEFITS	544,729.63	441,957.12	461,670.11	0.00	541,349.38
520 UTILITIES	37,838.56	37,219.24	38,752.66	0.00	40,700.00
521 COMMUNICATIONS	24,507.98	24,181.40	27,523.98	1,764.50	29,000.00
522 EQUIPMENT RENTAL	1,324.80	1,344.80	1,468.80	405.60	1,600.00
523 PROFESSIONAL SERVICES	1,118.00	2,048.67	1,100.00	0.00	1,200.00
524 REPAIR & MAINTENANCE	43,262.01	33,644.95	34,164.95	7,339.30	40,000.00
525 TRAVEL & EDUCATION	6,595.49	7,967.50	7,097.07	0.00	10,000.00
526 OFFICE SUPPLIES	338.14	381.01	596.56	0.00	500.00
527 MISCELLANEOUS EXPENSES	24,866.17	30,737.09	32,909.16	675.10	34,500.00
528 TOOLS & MINOR EQUIPMENT	657.33	320.55	706.68	0.00	500.00
529 CONTRACTS	33,061.51	65,353.62	70,464.90	4,008.06	74,044.00
	<u>3,607,449.37</u>	<u>3,724,003.69</u>	<u>3,878,079.81</u>	<u>14,192.56</u>	<u>4,284,226.57</u>
414 DISASTER SERVICE					
511 REGULAR SALARIES	8,669.13	8,095.38	8,957.00	0.00	9,160.00
512 OVERTIME	645.11	0.00	433.09	0.00	500.00
519 FRINGE BENEFITS	1,353.29	1,278.44	1,388.47	0.00	1,422.47
520 UTILITIES	2,153.21	2,350.90	2,553.54	0.00	2,750.00
521 COMMUNICATIONS	47.49	0.00	0.00	0.00	0.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
524 REPAIR & MAINTENANCE	6,226.86	4,244.79	849.41	0.00	3,000.00
525 TRAVEL & EDUCATION	0.00	0.00	0.00	0.00	0.00
526 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
527 MISCELLANEOUS EXPENSES	3,444.00	6,041.57	3,406.19	0.00	3,500.00
528 TOOLS & MINOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
	<u>22,539.09</u>	<u>22,011.08</u>	<u>17,587.70</u>	<u>0.00</u>	<u>20,332.47</u>
415 BUILDING DEPARTMENT					
511 REGULAR SALARIES	336,956.74	345,274.44	353,024.24	0.00	376,357.51
512 OVERTIME	316.34	67.88	0.00	0.00	100.00
513 PART TIME SALARIES	2,835.81	20,385.56	20,385.56	0.00	21,261.10
519 FRINGE BENEFITS	140,091.59	105,327.54	106,788.12	0.00	117,860.52
520 UTILITIES	0.00	0.00	2,768.28	0.00	2,950.00
521 COMMUNICATIONS	9,849.57	8,526.94	9,085.51	236.80	9,500.00
523 PROFESSIONAL SERVICES	21,115.00	14,925.00	29,394.80	6,270.20	21,400.00
524 REPAIR & MAINTENANCE	1,265.31	69.70	744.24	259.29	1,000.00
525 TRAVEL & EDUCATION	1,573.12	1,433.82	1,102.75	125.00	1,500.00
526 OFFICE SUPPLIES	1,157.11	407.82	903.59	0.00	1,100.00
527 MISCELLANEOUS EXPENSES	1,641.44	1,968.88	3,006.73	0.00	3,000.00
528 TOOLS & MINOR EQUIPMENT	33.99	0.00	29.93	0.00	100.00
529 CONTRACTS	5,563.36	7,631.63	9,231.39	1,019.81	9,695.00
574 REFUNDS	120.00	285.00	69.50	0.00	250.00
	<u>522,519.38</u>	<u>506,304.21</u>	<u>536,534.64</u>	<u>7,911.10</u>	<u>566,074.13</u>
418 SCHOOL GUARDS					
513 PART TIME SALARIES	69,021.04	70,006.53	70,392.45	0.00	72,597.50
519 FRINGE BENEFITS	11,294.48	10,723.57	10,770.02	0.00	11,216.31
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
	<u>80,315.52</u>	<u>80,730.10</u>	<u>81,162.47</u>	<u>0.00</u>	<u>83,813.81</u>
419 ANIMAL WARDEN					
511 REGULAR SALARIES	45,451.78	46,929.94	48,201.61	0.00	50,819.92
512 OVERTIME	220.67	3,536.42	2,214.12	0.00	2,500.00
513 PART TIME SALARIES	24,278.37	26,093.43	27,904.15	0.00	28,533.00
519 FRINGE BENEFITS	18,302.52	17,503.03	17,107.40	0.00	18,438.75
520 UTILITIES	7,923.82	8,928.53	7,565.28	0.00	7,950.00
521 COMMUNICATIONS	57.80	0.00	0.00	0.00	0.00
523 PROFESSIONAL SERVICES	970.74	150.00	1,050.00	622.81	750.00
524 REPAIR & MAINTENANCE	1,872.29	4,318.83	2,138.26	127.91	3,000.00
525 TRAVEL & EDUCATION	0.00	0.00	0.00	0.00	0.00
526 OFFICE SUPPLIES	0.00	494.60	0.00	0.00	100.00
527 MISCELLANEOUS EXPENSES	2,935.45	2,538.50	2,501.76	256.38	3,000.00
528 TOOLS & MINOR EQUIPMENT	27.82	9.68	416.20	0.00	250.00
529 CONTRACTS	1,963.15	1,455.89	1,582.03	699.22	2,000.00
	<u>104,004.41</u>	<u>111,958.85</u>	<u>110,680.81</u>	<u>1,706.32</u>	<u>117,341.67</u>

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Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
420 SERVICE DIRECTOR					101,593.09
511 REGULAR SALARIES	96,792.08	99,317.37	91,575.94	0.00	28,035.03
519 FRINGE BENEFITS	29,285.77	26,164.91	22,270.90	0.00	12,250.00
521 COMMUNICATIONS	20,384.09	10,632.83	11,675.73	159.89	0.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
524 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00
525 TRAVEL & EDUCATION	74.07	0.00	0.00	0.00	50.00
526 OFFICE SUPPLIES	0.00	0.00	38.50	0.00	1,250.00
527 MISCELLANEOUS EXPENSES	383.61	841.39	1,209.02	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	0.00	0.00	0.00	75.00
529 CONTRACTS	0.00	25.00	0.00	50.00	
	146,919.62	136,981.50	126,770.09	209.89	143,253.12
421 ENGINEERING					48,000.00
523 PROFESSIONAL SERVICES	48,000.00	48,000.00	48,000.00	0.00	
422 SERVICE BUILDING					57,115.81
511 REGULAR SALARIES	53,281.60	54,078.64	55,305.32	0.00	6,600.00
512 OVERTIME	7,748.25	6,339.83	1,637.46	0.00	26,966.66
519 FRINGE BENEFITS	28,537.19	24,389.90	23,857.50	0.00	91,500.00
520 UTILITIES	78,467.81	77,680.94	87,024.05	0.00	1,450.00
521 COMMUNICATIONS	930.90	1,348.21	1,381.01	166.20	2,500.00
522 EQUIPMENT RENTAL	2,087.80	2,237.90	2,429.75	242.05	0.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	30,750.00
524 REPAIR & MAINTENANCE	9,199.38	23,039.22	29,065.28	3,975.30	500.00
525 TRAVEL & EDUCATION	0.00	35.00	435.00	0.00	1,000.00
526 OFFICE SUPPLIES	325.86	322.98	939.53	0.00	12,000.00
527 MISCELLANEOUS EXPENSES	11,988.14	12,386.29	7,511.98	26,962.04	500.00
528 TOOLS & MINOR EQUIPMENT	95.77	325.40	496.71	0.00	52,612.00
529 CONTRACTS	49,598.05	50,567.71	50,107.94	3,728.13	283,494.47
	242,260.75	252,752.02	260,191.53	35,073.72	
423 SANITATION					318,491.18
511 REGULAR SALARIES	352,630.06	353,750.05	311,869.54	0.00	9,700.00
512 OVERTIME	11,029.76	8,366.44	6,548.93	0.00	115,861.51
519 FRINGE BENEFITS	140,576.10	114,391.31	109,458.41	0.00	1,000.00
522 EQUIPMENT RENTAL	8,800.00	0.00	0.00	0.00	0.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	80,000.00
524 REPAIR & MAINTENANCE	64,977.55	76,176.04	68,069.06	11,120.40	100.00
525 TRAVEL & EDUCATION	44.75	89.50	89.50	0.00	547,632.00
527 MISCELLANEOUS EXPENSES	395,286.22	473,840.22	521,554.88	3,538.50	100.00
528 TOOLS & MINOR EQUIPMENT	142.63	0.00	46.95	0.00	1,400.00
529 CONTRACTS	875.00	999.98	1,100.00	0.00	
	974,362.07	1,027,613.54	1,018,737.27	14,658.90	1,074,284.69
424 STREET CLEANING					63,185.39
511 REGULAR SALARIES	58,904.06	58,779.25	59,735.77	0.00	200.00
512 OVERTIME	1,161.31	167.12	106.55	0.00	26,881.84
519 FRINGE BENEFITS	27,557.71	23,460.38	23,688.10	0.00	1,400.00
524 REPAIR & MAINTENANCE	1,200.37	1,052.27	1,182.41	0.00	50.00
525 TRAVEL & EDUCATION	44.75	0.00	0.00	0.00	3,500.00
527 MISCELLANEOUS EXPENSES	1,983.08	2,860.82	3,103.38	0.00	0.00
529 CONTRACTS	0.00	0.00	0.00	0.00	95,217.23
	90,851.28	86,319.84	87,816.21	0.00	
426 TRAFFIC SIGNS					57,901.47
511 REGULAR SALARIES	53,861.89	54,684.24	56,707.47	0.00	1,600.00
512 OVERTIME	725.39	1,520.01	526.99	0.00	17,575.38
519 FRINGE BENEFITS	15,765.17	16,141.86	16,304.54	0.00	2,450.00
524 REPAIR & MAINTENANCE	2,668.70	2,750.77	1,293.11	0.00	50.00
525 TRAVEL & EDUCATION	0.00	0.00	44.75	0.00	1,500.00
527 MISCELLANEOUS EXPENSES	767.51	1,038.86	1,352.37	0.00	100.00
528 TOOLS & MINOR EQUIPMENT	44.64	118.97	0.00	0.00	0.00
529 CONTRACTS	0.00	0.00	0.00	0.00	81,176.85
	73,833.30	76,254.71	76,229.23	0.00	

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Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
427 TREES & TREE LAWNS					128,146.72
511 REGULAR SALARIES	118,735.18	120,129.28	122,496.15	0.00	8,100.00
512 OVERTIME	8,057.99	3,899.55	10,072.43	0.00	0.00
513 PART TIME SALARIES	0.00	0.00	0.00	0.00	38,609.44
519 FRINGE BENEFITS	40,544.25	34,880.64	35,277.15	0.00	0.00
522 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	467.80	8,000.00
524 REPAIR & MAINTENANCE	3,714.21	9,940.53	6,791.02	0.00	50.00
525 TRAVEL & EDUCATION	0.00	44.75	0.00	0.00	9,000.00
527 MISCELLANEOUS EXPENSES	7,418.47	9,685.57	8,406.37	1,558.25	400.00
528 TOOLS & MINOR EQUIPMENT	431.39	383.28	224.51	0.00	5,750.00
529 CONTRACTS	9,516.00	5,075.00	5,000.00	400.00	0.00
	<u>188,417.49</u>	<u>184,038.60</u>	<u>188,267.63</u>	<u>2,426.05</u>	<u>198,056.16</u>
428 PUBLIC PROPERTIES					256,991.24
511 REGULAR SALARIES	182,819.27	228,269.65	243,007.46	0.00	1,830.00
512 OVERTIME	893.36	1,742.49	1,336.32	0.00	0.00
513 PART TIME SALARIES	0.00	0.00	0.00	0.00	91,212.71
519 FRINGE BENEFITS	74,958.39	79,057.30	81,230.89	0.00	0.00
520 UTILITIES	0.00	0.00	0.00	0.00	7,050.00
521 COMMUNICATIONS	7,877.22	5,795.13	6,710.56	0.00	100.00
522 EQUIPMENT RENTAL	25.00	25.00	25.00	0.00	0.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	350.00
524 REPAIR & MAINTENANCE	567.82	13.98	34.94	0.00	100.00
525 TRAVEL & EDUCATION	0.00	218.75	0.00	0.00	0.00
526 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	7,000.00
527 MISCELLANEOUS EXPENSES	7,445.20	8,130.22	6,161.26	0.00	100.00
528 TOOLS & MINOR EQUIPMENT	41.88	119.69	0.00	0.00	0.00
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
	<u>274,628.14</u>	<u>323,372.21</u>	<u>338,506.43</u>	<u>0.00</u>	<u>364,733.95</u>
429 SEWERS & DRAINS					471,515.02
511 REGULAR SALARIES	508,298.32	460,591.33	456,447.66	0.00	53,700.00
512 OVERTIME	41,186.96	51,127.87	41,092.32	0.00	153,606.20
519 FRINGE BENEFITS	190,970.79	139,098.70	143,800.13	0.00	63,750.00
520 UTILITIES	53,909.49	61,982.96	62,793.41	0.00	1,000.00
521 COMMUNICATIONS	970.94	942.03	999.35	0.00	0.00
522 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	5,000.00
523 PROFESSIONAL SERVICES	3,400.00	17,200.00	4,628.00	0.00	40,000.00
524 REPAIR & MAINTENANCE	65,842.54	37,254.11	37,277.65	4,378.20	100.00
525 TRAVEL & EDUCATION	98.00	44.75	0.00	0.00	0.00
526 OFFICE SUPPLIES	0.00	93.80	0.00	0.00	30,000.00
527 MISCELLANEOUS EXPENSES	32,516.26	28,738.82	25,661.13	3,559.74	750.00
528 TOOLS & MINOR EQUIPMENT	1,199.96	1,807.48	474.16	594.90	7,450.00
529 CONTRACTS	6,332.49	5,857.66	6,387.13	280.76	0.00
	<u>904,725.75</u>	<u>804,739.51</u>	<u>779,560.94</u>	<u>8,813.60</u>	<u>826,871.22</u>
432 SNOW REMOVAL					0.00
511 REGULAR SALARIES	0.00	0.00	0.00	0.00	100,000.00
512 OVERTIME	50,063.03	55,843.39	88,428.67	0.00	15,450.00
519 FRINGE BENEFITS	7,563.32	8,442.98	13,098.57	0.00	75,000.00
524 REPAIR & MAINTENANCE	60,126.29	70,476.78	66,062.04	2,764.75	310,000.00
527 MISCELLANEOUS EXPENSES	208,951.10	104,885.45	224,085.28	50,000.00	100.00
528 TOOLS & MINOR EQUIPMENT	359.31	0.00	61.23	0.00	0.00
529 CONTRACTS	75.00	0.00	0.00	0.00	0.00
	<u>327,138.05</u>	<u>239,648.60</u>	<u>391,735.79</u>	<u>52,764.75</u>	<u>500,550.00</u>
433 STREET LIGHTING					400,000.00
520 UTILITIES	430,881.15	408,361.59	386,568.65	0.00	2,500.00
524 REPAIR & MAINTENANCE	7,112.44	293.46	101.18	0.00	0.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	13.99	0.00	0.00	0.00	500.00
529 CONTRACTS	440.00	440.00	440.00	0.00	0.00
	<u>438,447.58</u>	<u>409,095.05</u>	<u>387,109.83</u>	<u>0.00</u>	<u>403,000.00</u>
434 TRAFFIC LIGHTS					17,700.00
520 UTILITIES	14,536.29	15,456.81	16,550.83	0.00	5,600.00
521 COMMUNICATIONS	5,361.72	5,455.09	5,499.19	0.00	40,000.00
529 CONTRACTS	36,343.20	32,541.31	57,635.80	6,988.95	0.00
	<u>56,241.21</u>	<u>53,453.21</u>	<u>79,685.82</u>	<u>6,988.95</u>	<u>63,300.00</u>

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Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
500 LEGAL DEPARTMENT					98,825.89
511 REGULAR SALARIES	62,761.91	64,225.34	64,021.30	0.00	179,400.31
513 PART TIME SALARIES	144,715.58	145,764.80	145,342.35	0.00	69,935.23
519 FRINGE BENEFITS	54,541.50	48,423.01	48,542.96	0.00	250.00
521 COMMUNICATIONS	803.67	69.51	110.60	0.00	6,000.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	900.00	0.00
524 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	600.00
525 TRAVEL & EDUCATION	39.75	100.00	200.00	0.00	350.00
526 OFFICE SUPPLIES	209.46	200.33	204.49	19.98	50.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	1.48	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	0.00	0.00	0.00	700.00
529 CONTRACTS	299.75	590.15	479.76	83.32	
	<u>263,371.62</u>	<u>259,373.14</u>	<u>258,902.94</u>	<u>1,003.30</u>	<u>356,111.43</u>
610 FINANCE DEPARTMENT					369,072.12
511 REGULAR SALARIES	294,332.01	298,989.67	321,725.92	0.00	1,000.00
512 OVERTIME	0.00	2,660.96	347.45	0.00	18,302.75
513 PART TIME SALARIES	16,105.55	17,377.70	17,674.96	0.00	90,616.74
519 FRINGE BENEFITS	76,951.41	76,626.31	82,306.24	0.00	10,500.00
521 COMMUNICATIONS	11,130.70	8,994.66	9,834.26	0.00	0.00
522 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	49,500.00
523 PROFESSIONAL SERVICES	53,312.00	48,005.00	48,060.50	724.50	0.00
524 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	3,500.00
525 TRAVEL & EDUCATION	3,501.40	2,234.08	3,231.29	0.00	4,500.00
526 OFFICE SUPPLIES	4,559.75	4,823.87	3,361.22	0.00	100.00
527 MISCELLANEOUS EXPENSES	90.26	3.04	104.70	0.00	250.00
528 TOOLS & MINOR EQUIPMENT	48.78	73.05	220.24	41.19	17,800.00
529 CONTRACTS	16,072.86	16,927.54	17,269.60	453.76	
	<u>476,104.72</u>	<u>476,715.88</u>	<u>504,136.38</u>	<u>1,219.45</u>	<u>565,141.61</u>
630 TAX REVIEW BOARD					0.00
511 COMMISSION SALARIES	0.00	0.00	0.00	0.00	0.00
519 FRINGE BENEFITS	0.00	0.00	0.00	0.00	0.00
	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
641 OFFICE OF AGING					0.00
511 REGULAR SALARIES	0.00	0.00	0.00	0.00	0.00
512 OVERTIME	0.00	0.00	0.00	0.00	31,410.00
513 PART TIME SALARIES	20,536.25	26,858.75	30,116.25	0.00	4,852.85
519 FRINGE BENEFITS	3,318.66	4,149.73	4,653.03	0.00	50.00
521 COMMUNICATIONS	75.41	0.92	15.04	0.00	0.00
522 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	1,500.00
524 REPAIR & MAINTENANCE	3,370.27	2,485.72	251.62	0.00	0.00
525 TRAVEL & EDUCATION	0.00	0.00	0.00	0.00	0.00
526 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	2,835.00
527 MISCELLANEOUS EXPENSES	1,735.95	2,169.07	2,753.39	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	0.00	0.00	0.00	150.00
529 CONTRACTS	129.58	56.70	102.58	55.94	
	<u>29,166.12</u>	<u>35,720.89</u>	<u>37,891.91</u>	<u>55.94</u>	<u>40,797.85</u>
650 RETIREES					0.00
511 REGULAR SALARIES	0.00	0.00	0.00	0.00	140,000.00
519 FRINGE BENEFITS	132,326.20	217,407.28	102,714.32	0.00	140,000.00
	<u>132,326.20</u>	<u>217,407.28</u>	<u>102,714.32</u>	<u>0.00</u>	<u>140,000.00</u>

CITY OF BROOK PARK, OHIO
3 YEARS DISBURSEMENTS &
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Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
700 GENERAL GOV'T. LANDS & BLDGS.					0.00
511 REGULAR SALARIES	0.00	0.00	0.00	0.00	1,500.00
512 OVERTIME	2,637.57	1,685.49	844.53	0.00	231.75
519 FRINGE BENEFITS	403.02	258.67	126.35	0.00	43,800.00
520 UTILITIES	43,753.55	45,205.64	42,259.43	0.00	12,750.00
521 COMMUNICATIONS	17,164.95	9,850.84	11,065.08	177.00	0.00
522 EQUIPMENT RENTAL	0.00	1,740.00	0.00	0.00	0.00
523 PROFESSIONAL SERVICES	32,280.00	1,050.00	0.00	0.00	14,865.00
524 REPAIR & MAINTENANCE	14,763.74	19,425.24	10,729.81	459.78	500.00
526 OFFICE SUPPLIES	415.97	319.97	723.90	0.00	6,250.00
527 MISCELLANEOUS EXPENSES	5,839.29	7,779.43	5,944.33	1,036.19	250.00
528 TOOLS & MINOR EQUIPMENT	157.68	107.77	168.14	31.48	84,025.00
529 CONTRACTS	8,367.95	39,868.06	32,399.12	2,110.12	164,171.75
	<u>125,783.72</u>	<u>127,291.11</u>	<u>104,260.69</u>	<u>3,814.57</u>	
821 P.E.R.S.					0.00
519 FRINGE BENEFITS	0.00	0.00	0.00	0.00	0.00
825 WORKER'S COMPENSATION					335,000.00
519 FRINGE BENEFITS	311,380.81	295,808.29	594,310.00	0.00	
826 UNEMPLOYMENT COMPENSATION					3,000.00
519 FRINGE BENEFITS	121.96	0.00	20,292.85	0.00	
830 ELECTIONS					2,357.03
523 PROFESSIONAL SERVICES	43,529.21	147.97	11,560.04	0.00	
831 COUNTY AUDITOR & TREASURER FEES					28,000.00
523 PROFESSIONAL SERVICES	30,914.47	51,648.40	26,644.77	0.00	
832 ADV. SALE OF DELINQUENT LANDS					0.00
527 MISCELLANEOUS EXPENSES	10.01	0.00	0.00	0.00	
840 INSURANCE & BONDING					300,000.00
527 MISCELLANEOUS EXPENSES	251,294.00	278,217.00	279,909.00	0.00	
850 COUNTY BOARD OF HEALTH					91,065.00
523 PROFESSIONAL SERVICES	79,579.00	75,327.00	82,995.00	0.00	
874 MISC. EXECUTIVE					4,000.00
521 COMMUNICATIONS	3,982.39	2,655.02	3,508.18	0.00	
523 PROFESSIONAL SERVICES	175,717.69	179,119.40	61,408.33	845.25	135,000.00
525 TRAVEL & EDUCATION	18,484.00	20,484.00	25,689.00	0.00	25,750.00
527 MISCELLANEOUS EXPENSES	1,039.95	952.65	2,172.94	0.00	2,500.00
529 CONTRACTS	116,908.54	102,791.99	109,578.00	0.00	118,000.00
	<u>316,132.57</u>	<u>306,003.06</u>	<u>202,356.45</u>	<u>845.25</u>	<u>285,250.00</u>
880 TRANSFERS & REFUNDS					
571 TRANSFERS					200,000.00
ECONOMIC DEVELOPMENT FUND (243)	0.00	250,000.00	260,000.00	0.00	0.00
CDBG FUND (245)	0.00	0.00	112,602.00	0.00	0.00
HUFSEY/FORBES CON. (261)	0.00	0.00	0.00	0.00	0.00
AMERICAN LEGION CON. (262)	0.00	0.00	0.00	0.00	0.00
WEDO PARK CON. (263)	750.00	0.00	0.00	0.00	0.00
WATER PARK (264)	22,000.00	25,000.00	30,000.00	0.00	40,000.00
PLANT LANE CON. (265)	0.00	0.00	0.00	0.00	0.00
FURTHERANCE OF JUSTICE (266)	0.00	0.00	0.00	0.00	0.00
GENERAL BOND RETIREMENT FUND (310)	0.00	0.00	379,430.09	0.00	220,688.81
SNOW RD. RESURFACING FUND (540)	640,000.00	0.00	0.00	0.00	0.00
W. 150TH PHASE IV FUND (541)	308,000.00	0.00	0.00	0.00	0.00
2016 STREET IMPROVEMENTS (542)	766,994.00	0.00	0.00	0.00	0.00
2017 STREET IMPROVEMENTS (543)	0.00	3,189,000.00	0.00	0.00	0.00
2018/2019 STREET IMPROVEMENTS (545)	0.00	0.00	571,500.00	0.00	250,000.00
RETIREE'S ACCRUED BEN. FUND (691)	120,000.00	100,000.00	80,000.00	0.00	300,000.00
POLICE PENSION (711)	490,000.00	535,000.00	508,000.00	0.00	530,000.00
FIRE PENSION (712)	505,000.00	600,000.00	575,000.00	0.00	680,000.00
CASH BONDS HELD (714)	0.00	0.00	0.00	0.00	0.00
UNCLAIMED MONIES FUND(717)	6,068.24	0.00	20,205.87	0.00	0.00
	<u>2,858,812.24</u>	<u>4,699,000.00</u>	<u>2,536,737.96</u>	<u>0.00</u>	<u>2,220,688.81</u>
574 REFUNDS	2,320.51	12,280.83	1,300.00	0.00	3,000.00

CITY OF BROOK PARK, OHIO
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Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
PETTY CASH FUNDS					1,150.00
529 CONTRACTS	0.00	0.00	0.00	0.00	
OPERATIONAL CASH FUNDS					400.00
529 CONTRACTS	0.00	0.00	0.00	0.00	
U.S. POSTAGE FUND					900.00
521 COMMUNICATIONS	0.00	0.00	0.00	0.00	
TOTAL GENERAL FUND	20,947,839.47	22,913,849.52	21,096,356.39	714,066.07	22,119,738.44
210 CITY INCOME TAX FUND					
440 TAX DEPARTMENT					
511 REGULAR SALARIES	145,192.52	153,669.27	169,759.28	0.00	174,606.95
512 OVERTIME	3,716.28	4,440.52	5,320.44	0.00	4,675.00
513 PART TIME SALARIES	44,221.81	47,905.94	49,623.96	0.00	52,500.00
519 FRINGE BENEFITS	57,592.88	53,101.15	57,204.89	0.00	60,501.20
521 COMMUNICATIONS	18,409.33	20,588.52	17,270.85	502.41	18,500.00
523 PROFESSIONAL SERVICES	2,572.00	1,200.00	0.00	0.00	1,000.00
524 REPAIR & MAINTENANCE	0.00	812.00	0.00	0.00	500.00
525 TRAVEL & EDUCATION	744.45	911.80	1,178.59	175.00	1,250.00
526 OFFICE SUPPLIES	139.28	5,221.70	5,540.59	6,954.66	7,500.00
527 MISCELLANEOUS EXPENSES	3.99	0.00	0.00	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	80.40	55.00	0.00	100.00
529 CONTRACTS	32,916.59	35,036.25	25,068.51	24,348.98	75,850.00
	<u>305,509.13</u>	<u>322,967.55</u>	<u>331,022.11</u>	<u>31,981.05</u>	<u>396,983.15</u>
571 TRANSFER TO GEN. FUND (100)	16,427,200.02	15,956,644.75	16,025,883.58	0.00	16,588,681.42
TRANSFER TO CAP. IMP. (401)	2,830,177.99	2,711,661.19	2,710,026.40	0.00	2,810,837.88
TRANSFER TO DEBT SER. (310)	0.00	0.00	0.00	0.00	0.00
	<u>19,257,378.01</u>	<u>18,668,305.94</u>	<u>18,735,909.98</u>	<u>0.00</u>	<u>19,399,519.30</u>
574 REFUNDS	364,356.18	233,069.10	198,148.00	0.00	1,000,000.00
211 CITY TAX OPERATIONAL CASH FUND					
440 TAX DEPARTMENT					
529 CONTRACTS	0.00	0.00	0.00	0.00	100.00
TOTAL CITY INCOME TAX FUND	<u>19,927,243.32</u>	<u>19,224,342.59</u>	<u>19,265,080.09</u>	<u>31,981.05</u>	<u>20,796,602.45</u>
215 ADMISSIONS TAX FUND					
440 TAX DEPARTMENT					
511 REGULAR SALARIES	24,999.79	25,836.81	25,753.59	0.00	26,907.00
519 FRINGE BENEFITS	4,087.35	3,950.42	4,429.03	0.00	4,500.00
521 COMMUNICATIONS	0.00	0.00	0.00	0.00	0.00
525 TRAVEL & EDUCATION	0.00	0.00	0.00	0.00	0.00
526 OFFICE SUPPLIES	6,924.62	3,837.64	5,386.05	485.70	6,000.00
571 TRANSFERS	0.00	0.00	0.00	0.00	0.00
	<u>36,011.76</u>	<u>33,624.87</u>	<u>35,568.67</u>	<u>485.70</u>	<u>37,407.00</u>
220 HOTEL, MOTEL TAX FUND					
440 TAX DEPARTMENT					
571 TRANSFERS	0.00	0.00	0.00	0.00	0.00
574 REFUNDS	13,418.94	0.00	0.00	0.00	0.00
	<u>13,418.94</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
240 S.C.M & R. FUND					
425 STREET PAVING & REPAIR					
511 REGULAR SALARIES	378,404.39	420,058.92	413,077.08	0.00	377,813.61
512 OVERTIME	10,291.43	6,317.94	1,946.45	0.00	6,650.00
519 FRINGE BENEFITS	139,660.29	123,850.05	120,797.34	0.00	120,636.20
522 EQUIPMENT RENTAL	3,162.50	3,220.17	3,100.00	0.00	3,500.00
523 PROFESSIONAL SERVICES	37,423.20	53,688.90	4,677.90	0.00	5,000.00
524 REPAIR & MAINTENANCE	20,715.20	18,399.57	28,002.29	2,768.38	30,000.00
525 TRAVEL & EDUCATION	90.50	134.25	44.75	0.00	150.00
527 MISCELLANEOUS EXPENSES	36,604.66	17,240.44	47,547.59	12,747.80	67,500.00
528 TOOLS & MINOR EQUIPMENT	4,091.39	1,333.22	355.25	359.06	1,000.00
529 CONTRACTS	4,804.50	4,288.00	502.00	0.00	500.00
553 CONSTRUCTION CONTRACTS	0.00	902,978.77	52,381.50	0.00	0.00
	<u>635,248.06</u>	<u>1,551,510.23</u>	<u>672,432.15</u>	<u>15,875.24</u>	<u>612,749.81</u>

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Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
241 STATE HIGHWAY IMPROVEMENT FUND					
425 STREET PAVING & REPAIR					
511 REGULAR SALARIES	0.00	0.00	0.00	0.00	0.00
512 OVERTIME	720.30	197.19	135.29	0.00	150.00
519 FRINGE BENEFITS	105.04	30.47	20.90	0.00	23.18
524 REPAIR & MAINTENANCE	3,882.67	38,693.71	27,327.97	3,287.57	30,000.00
525 TRAVEL & EDUCATION	0.00	0.00	0.00	0.00	0.00
527 MISCELLANEOUS EXPENSES	0.00	55.96	0.00	0.00	100.00
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
	4,708.01	38,977.33	27,484.16	3,287.57	30,273.18
242 PERMISSIVE TAX FUND					
425 STREET PAVING & REPAIR					
523 PROFESSIONAL SERVICES	46,927.50	2,163.75	2,163.75	1,960.00	0.00
524 REPAIR & MAINTENANCE	0.00	5,206.18	0.00	2,858.00	0.00
527 MISCELLANEOUS EXPENSES	11,434.24	25,972.29	13,078.52	119.69	50,000.00
529 CONTRACTS	2,008.00	0.00	0.00	2,020.00	0.00
553 CONSTRUCTION CONTRACTS	345,119.99	29,713.80	0.00	78,361.21	0.00
	405,489.73	63,056.02	15,242.27	85,318.90	50,000.00
243 ECONOMIC DEVELOPMENT FUND					
325 COMMUNITY DEVELOPMENT					
523 PROFESSIONAL SERVICES	49,535.00	65,390.00	11,145.00	50,735.00	30,000.00
524 REPAIR & MAINTENANCE	0.00	233.43	0.00	0.00	0.00
525 TRAVEL & EDUCATION	3,000.00	3,395.00	334.96	0.00	500.00
527 MISCELLANEOUS EXPENSES	3,212.39	1,198.08	723.84	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	162.15	0.00	0.00	0.00
529 CONTRACTS	341,245.46	387,503.93	214,340.25	158,015.09	493,011.28
553 CONSTRUCTION CONTRACTS	386,552.00	480,679.83	6,193.32	0.00	0.00
574 REFUNDS	385.00	410.00	480.00	0.00	0.00
	783,929.85	938,972.42	233,217.37	208,750.09	523,511.28
244 BROOKPARK ROAD CORRIDOR FUND					
325 COMMUNITY DEVELOPMENT					
520 UTILITIES	0.00	0.00	0.00	0.00	0.00
521 COMMUNICATIONS	0.00	25,000.00	0.00	0.00	0.00
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
571 TRANSFERS	0.00	25,000.00	0.00	0.00	0.00
	0.00	25,000.00	0.00	0.00	0.00
245 CDBG FUND					
325 COMMUNITY DEVELOPMENT					
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	291.20	0.00	0.00
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
552 EQUIPMENT	0.00	0.00	112,602.00	0.00	0.00
553 CONSTRUCTIONS CONTRACTS	2,506.35	0.00	0.00	0.00	0.00
571 TRANSFERS	0.00	0.00	0.00	0.00	112,602.00
	2,506.35	0.00	112,893.20	0.00	112,602.00
250 SPECIAL RECREATION FUND					
343 PUBLIC RECREATION					
522 EQUIPMENT RENTAL	9,006.53	8,391.50	19,503.75	0.00	20,475.00
523 PROFESSIONAL SERVICES	0.00	0.00	250.00	0.00	250.00
524 REPAIR & MAINTENANCE	0.00	2,825.00	550.00	0.00	750.00
525 TRAVEL & EDUCATION	0.00	0.00	0.00	0.00	0.00
526 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
527 MISCELLANEOUS EXPENSES	49,206.56	48,882.11	64,347.63	6,480.00	70,000.00
528 TOOLS & MINOR EQUIPMENT	0.00	0.00	100.38	0.00	250.00
529 CONTRACTS	0.00	1,021.00	13,175.00	0.00	15,000.00
552 EQUIPMENT	0.00	5,656.00	12,771.97	0.00	15,000.00
574 REFUNDS	3,907.50	1,805.00	1,235.00	0.00	1,500.00
	62,120.59	68,580.61	111,933.73	6,480.00	123,225.00
251 KENNEDY PARK CONCESSION FUND					
342 PARKS & PLAYGROUNDS					
513 PART TIME SALARIES	0.00	0.00	0.00	0.00	0.00
519 FRINGE BENEFITS	0.00	0.00	0.00	0.00	0.00
521 COMMUNICATIONS	46.17	0.00	0.00	0.00	0.00
524 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00
526 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00
529 CONTRACTS	140.00	0.00	0.00	0.00	0.00
552 EQUIPMENT	0.00	0.00	0.00	0.00	0.00
	186.17	0.00	0.00	0.00	0.00

CITY OF BROOK PARK, OHIO
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Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
254 CONCESSION STAND PETTY CASH FUND					
343 PUBLIC RECREATION					1,480.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	
255 RECREATION CENTER CONCESSION FUND					
342 PARKS & PLAYGROUNDS					0.00
513 PART TIME SALARIES	0.00	0.00	0.00	0.00	0.00
519 FRINGE BENEFITS	0.00	0.00	0.00	0.00	0.00
524 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00
526 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
259 BROOK PARK FOOD PANTRY					
874 MISC. EXECUTIVE					
526 OFFICE SUPPLIES	0.00				
527 MISCELLANEOUS EXPENSES	4,765.57				
	<u>4,765.57</u>				
261 HUFSEY/FORBES CONCESSION FUND					
342 PARKS & PLAYGROUNDS					0.00
513 PART TIME SALARIES	0.00	0.00	0.00	0.00	0.00
519 FRINGE BENEFITS	0.00	0.00	0.00	0.00	0.00
520 UTILITIES	0.00	0.00	0.00	0.00	0.00
521 COMMUNICATIONS	0.00	0.00	0.00	0.00	0.00
524 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00
526 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00
529 CONTRACTS	175.00	0.00	0.00	0.00	0.00
	<u>175.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
262 AMERICAN LEGION CONCESSION FUND					
342 PARKS & PLAYGROUNDS					0.00
513 PART TIME SALARIES	0.00	0.00	0.00	0.00	0.00
519 FRINGE BENEFITS	0.00	0.00	0.00	0.00	0.00
521 COMMUNICATIONS	46.17	0.00	0.00	0.00	0.00
524 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00
526 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00
529 CONTRACTS	175.00	0.00	0.00	0.00	0.00
	<u>221.17</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
263 WEDO PARK CONCESSION FUND					
342 PARKS & PLAYGROUNDS					0.00
513 PART TIME SALARIES	0.00	0.00	0.00	0.00	0.00
519 FRINGE BENEFITS	0.00	0.00	0.00	0.00	0.00
520 UTILITIES	303.87	0.00	0.00	0.00	0.00
521 COMMUNICATIONS	492.75	0.00	0.00	0.00	0.00
524 REPAIR & MAINTENANCE	6.40	0.00	0.00	0.00	0.00
526 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00
529 CONTRACTS	175.00	0.00	0.00	0.00	0.00
	<u>978.02</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
264 WATER PARK FUND					
342 PARKS & PLAYGROUNDS					49,203.00
513 PART TIME SALARIES	35,005.50	38,555.00	47,770.12	0.00	7,601.86
519 FRINGE BENEFITS	5,408.61	5,956.87	7,418.12	0.00	9,800.00
520 UTILITIES	8,376.71	9,799.02	8,521.21	0.00	0.00
521 COMMUNICATIONS	0.00	0.00	0.00	0.00	0.00
522 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	5,000.00
524 REPAIR & MAINTENANCE	4,731.32	5,220.08	2,470.63	150.00	0.00
526 OFFICE SUPPLIES	359.99	309.99	0.00	0.00	4,017.00
527 MISCELLANEOUS EXPENSES	4,398.09	3,873.50	3,899.59	0.00	50.00
528 TOOLS & MINOR EQUIPMENT	222.84	36.96	12.98	0.00	500.00
529 CONTRACTS	577.00	424.50	507.00	0.00	500.00
574 REFUNDS	80.00	100.00	442.50	0.00	500.00
	<u>59,160.06</u>	<u>64,275.92</u>	<u>71,042.15</u>	<u>150.00</u>	<u>76,671.86</u>

CITY OF BROOK PARK, OHIO
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Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
265 PLANT LANE CONCESSION FUND					
342 PARKS AND PLAYGROUNDS					
513 PART TIME SALARIES	0.00	0.00	0.00	0.00	0.00
519 FRINGE BENEFITS	0.00	0.00	0.00	0.00	0.00
520 UTILITIES	0.00	0.00	0.00	0.00	0.00
521 COMMUNICATIONS	0.00	0.00	0.00	0.00	0.00
524 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00
526 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
528 TOOLS & MINOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00
529 CONTRACTS	175.00	0.00	0.00	0.00	0.00
	<u>175.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
266 FURTHERANCE OF JUSTICE FUND					
412 POLICE DEPARTMENT					
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
270 LAW ENFORCEMENT FUND					
412 POLICE DEPARTMENT					
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
524 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	1,500.00
525 TRAVEL & EDUCATION	595.00	1,139.81	1,323.75	0.00	2,500.00
527 MISCELLANEOUS EXPENSES	1,251.00	2,299.87	0.00	0.00	0.00
529 CONTRACTS	0.00	0.00	0.00	0.00	25,000.00
552 EQUIPMENT	3,036.00	64,777.13	10,659.25	0.00	29,000.00
	<u>4,882.00</u>	<u>68,216.81</u>	<u>11,983.00</u>	<u>0.00</u>	<u>29,000.00</u>
271 D.W.I. ENFORCEMENT & EDUCATION FUND					
412 POLICE DEPARTMENT					
525 TRAVEL & EDUCATION	0.00	0.00	0.00	0.00	4,500.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	257.79	0.00	500.00
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
552 EQUIPMENT	0.00	0.00	0.00	0.00	0.00
	<u>0.00</u>	<u>0.00</u>	<u>257.79</u>	<u>0.00</u>	<u>5,000.00</u>
272 FEDERAL FORFEITURE FUND					
412 POLICE DEPARTMENT					
524 REPAIR & MAINTENANCE	0.00	330.00	0.00	0.00	0.00
525 TRAVEL & EDUCATION	4,801.39	350.00	262.98	0.00	1,000.00
527 MISCELLANEOUS EXPENSES	53.78	660.00	0.00	0.00	500.00
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
552 EQUIPMENT	21,066.51	81,833.56	11,634.65	9,890.00	75,000.00
	<u>25,921.68</u>	<u>83,173.56</u>	<u>11,897.63</u>	<u>9,890.00</u>	<u>76,500.00</u>
273 COMMUNITY DIVERSION PROGRAM FUND					
412 POLICE DEPARTMENT					
511 REGULAR SALARIES	157.32	34.46	210.00	0.00	1,000.00
512 OVERTIME	0.00	0.00	0.00	0.00	0.00
519 FRINGE BENEFITS	28.38	5.32	24.04	0.00	154.50
521 COMMUNICATIONS	17.28	14.72	6.58	0.00	100.00
525 TRAVEL & EDUCATION	0.00	0.00	0.00	0.00	0.00
526 OFFICE SUPPLIES	11.39	0.00	90.98	0.00	100.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
	<u>214.37</u>	<u>54.50</u>	<u>331.60</u>	<u>0.00</u>	<u>1,354.50</u>
275 CONT. TRAIN PROGRAM FUND					
412 POLICE DEPARTMENT					
525 TRAVEL & EDUCATION	2,160.00	5,149.98	0.00	0.00	2,500.00
280 FEMA FUND					
700 GENERAL GOV'T. LANDS & BLDGS.					
571 TRANSFERS	0.00	0.00	0.00	0.00	0.00

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Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
290 INSURANCE FUND					0.00
840 INSURANCE & BONDING					0.00
522 EQUIPMENT RENTAL	0.00	7,800.00	0.00	0.00	0.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	25,000.00
524 REPAIR & MAINTENANCE	0.00	17,126.26	6,421.69	10,398.53	25,000.00
529 CONTRACTS	26,074.50	0.00	5,224.70	4,919.08	0.00
571 TRANSFERS	0.00	0.00	0.00	0.00	50,000.00
	<u>26,074.50</u>	<u>24,926.26</u>	<u>11,646.39</u>	<u>15,317.61</u>	
				377,536.16	22,528,877.08
TOTAL SPECIAL REVENUE FUNDS	<u>21,995,590.15</u>	<u>22,189,861.10</u>	<u>20,581,010.20</u>		
310 GENERAL BOND RETIREMENT FUND					700,830.12
871 DEBT RETIREMENT				0.00	
561 PRINCIPAL PAYMENT	501,846.53	605,759.50	725,830.12		
872 DEBT SERVICE				0.00	5,000.00
523 PROFESSIONAL SERVICES	0.00	161,904.38	3,750.00	0.00	0.00
561 PRINCIPAL PAYMENT	0.00	0.00	0.00	0.00	363,257.50
562 INTEREST PAYMENT	238,257.50	323,048.13	376,782.50	0.00	368,257.50
	<u>238,257.50</u>	<u>484,952.51</u>	<u>380,532.50</u>		
TOTAL DEBT SERVICE FUNDS	<u>740,104.03</u>	<u>1,090,712.01</u>	<u>1,106,362.62</u>	0.00	1,069,087.62
401 CAPITAL IMPROVEMENT FUND					0.00
110 COUNCIL	2,444.57	2,512.11	86,438.63	774.04	8,175.00
210 MAYOR'S COURT	553.00	0.00	3,086.08	0.00	30,252.12
341 RECREATION CENTER	158,020.07	2,551.68	29,734.96	850.56	0.00
342 PARKS & PLAYGROUNDS	105,609.23	204,376.28	0.00	0.00	0.00
343 PUBLIC RECREATION	0.00	0.00	0.00	0.00	0.00
400 MAYOR'S OFFICE	4,076.56	5,326.70	4,809.84	1,603.28	0.00
402 HUMAN RESOURCES	0.00	0.00	209.91	0.00	0.00
407 SAFETY TOWN	0.00	0.00	0.00	0.00	0.00
409 MECHANICS	4,816.26	2,767.19	11,052.94	0.00	890.00
411 SAFETY BUILDING	13,577.79	0.00	128,472.46	183,908.41	147,531.85
412 POLICE DEPARTMENT	86,288.32	197,280.99	152,930.42	6,838.44	212,357.50
413 FIRE DEPARTMENT	70,877.63	293,468.84	202,711.83	19,821.71	16,000.00
415 BUILDING DEPARTMENT	20,793.40	3,606.64	2,445.14	7,000.78	0.00
419 ANIMAL WARDEN	37,391.34	0.00	0.00	0.00	52,000.00
422 SERVICE BUILDING	10,733.67	4,764.13	4,260.30	995.64	160,262.45
423 SANITATION	230,548.59	337,226.54	320,868.54	0.00	0.00
424 STREET CLEANING	0.00	0.00	0.00	0.00	25,000.00
425 S.C.M. & R.	73,218.59	34,251.17	0.00	0.00	0.00
427 TREES & TREE LAWNS	51,286.21	0.00	469.01	0.00	0.00
428 PUBLIC PROPERTIES	0.00	0.00	0.00	0.00	52,507.30
429 SEWERS & DRAINS	44,506.70	105,177.47	101,275.21	103,542.00	117,765.71
432 SNOW REMOVAL	169,886.50	107,258.26	97,475.29	11,912.00	0.00
433 STREET LIGHTING	0.00	37,339.00	0.00	0.00	5,000.00
440 TAX DEPARTMENT	602.88	1,368.12	819.81	229.44	3,500.00
500 LEGAL DEPARTMENT	2,652.35	3,001.73	4,712.39	261.90	5,000.00
610 FINANCE DEPARTMENT	3,518.97	2,456.40	3,833.37	818.80	61,379.00
641 OFFICE OF AGING	0.00	0.00	0.00	0.00	121,538.96
700 GENERAL GOV'T. LANDS & BLDGS.	191,862.91	66,191.60	389,207.51	56,470.10	1,019,159.89
	<u>1,283,265.54</u>	<u>1,410,924.85</u>	<u>1,544,813.64</u>	<u>395,027.10</u>	

CITY OF BROOK PARK, OHIO
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Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
880 TRANSFERS & REFUNDS					0.00
245 CDBG FUND	0.00	0.00	0.00	0.00	780,045.51
310 GENERAL BOND RETIREMENT FUND	0.00	653,068.08	872,215.48	0.00	0.00
459 DITCH CLEANING PROGRAM	0.00	0.00	0.00	0.00	0.00
540 SNOW RD. RESURFACING PROJ. FUND	0.00	0.00	0.00	0.00	0.00
541 W. 150TH ST. PHASE IV FUND	611,750.73	0.00	0.00	0.00	0.00
542 2016 STREET IMPROVEMENTS FUND	848,006.00	0.00	0.00	0.00	0.00
543 2017 STREET IMPROVEMENTS FUND	0.00	456,000.00	0.00	0.00	0.00
545 2018/2019 STREET IMPROVEMENTS FUND	0.00	0.00	935,000.00	0.00	1,375,000.00
	1,459,756.73	1,109,068.08	1,807,215.48	0.00	2,155,045.51
574 REFUNDS	45.00	0.00	0.00	0.00	
TOTAL CAPITAL IMPROVEMENT FUND	2,743,067.27	2,519,992.93	3,352,029.12	395,027.10	3,174,205.40
459 DITCH CLEANING PROGRAM FUND					
429 SEWER AND DRAINS					0.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
529 CONTRACTS	0.00	0.00	0.00	0.00	0.00
553 CONSTRUCTION CONTRACTS	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
460 RADIO TOWER REPLACEMENT FUND					
411 SAFETY BUILDING					
522 EQUIPMENT RENTAL	0.00				
523 PROFESSIONAL SERVICES	0.00				
529 CONTRACTS	383,161.58				
552 EQUIPMENT	0.00				
	383,161.58				
517 SOUND INSULATION PROGRAM FUND					
325 COMMUNITY DEVELOPMENT					121,917.50
523 PROFESSIONAL SERVICES	42,531.72	58,074.96	199,530.75	10,891.50	0.00
529 CONTRACTS	606.00	536.00	0.00	0.00	0.00
571 TRANSFERS	0.00	0.00	0.00	0.00	0.00
	43,137.72	58,610.96	199,530.75	10,891.50	121,917.50
521 CAPITAL CONSTRUCTION FUND					
425 STREET PAVING AND REPAIR					0.00
523 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
553 CONSTRUCTIONS CONTRACTS	0.00	0.00	0.00	0.00	0.00
571 TRANSFERS	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
536 ENGLE RD. ST./SEWER IMP. FUND					
700 GENERAL GOV'T. LANDS & BLDGS.					
523 PROFESSIONAL SERVICES	10,183.00				
527 MISCELLANEOUS EXPENSES	0.00				
529 CONTRACTS	0.00				
553 CONSTRUCTION CONTRACTS	144,541.16				
571 TRANSFERS	990,754.10				
574 REFUNDS	0.00				
	1,145,478.26				
537 W. 150TH SEWER IMP. PHASE III FUND					
429 SEWER & DRAINS					
523 PROFESSIONAL SERVICES	13,669.31				
527 MISCELLANEOUS EXPENSES	0.00				
529 CONTRACTS	0.00				
553 CONSTRUCTION CONTRACTS	256,981.02				
571 TRANSFERS	57,142.69				
574 REFUNDS	0.00				
	327,793.02				

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Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
538 2013 STREET IMPROVEMENTS FUND					
425 STREET PAVING AND REPAIR					
523 PROFESSIONAL SERVICES	3,133.24	0.00			
527 MISCELLANEOUS EXPENSES	0.00	0.00			
529 CONTRACTS	0.00	0.00			
553 CONSTRUCTION CONTRACTS	405,719.19	13,893.94			
571 TRANSFERS	107,700.55	0.00			
574 REFUNDS	0.00	0.00			
	<u>516,552.98</u>	<u>13,893.94</u>			
539 2014 STREET IMPROVEMENTS FUND					
425 STREET PAVING AND REPAIR					
523 PROFESSIONAL SERVICES	0.00				
524 REPAIR & MAINTENANCE	0.00				
527 MISCELLANEOUS EXPENSES	0.00				
528 TOOLS & MINOR EQUIPMENT	0.00				
529 CONTRACTS	0.00				
553 CONSTRUCTION CONTRACTS	0.00				
571 TRANSFERS	62,842.27				
574 REFUNDS	0.00				
	<u>62,842.27</u>				
540 SNOW ROAD RESURFACING FUND					
425 STREET PAVING AND REPAIR					
523 PROFESSIONAL SERVICES	47,959.60	30,467.06	6,235.92	11,757.52	0.00
527 MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00
529 CONTRACTS	2,950.00	0.00	0.00	0.00	0.00
553 CONSTRUCTION CONTRACTS	647,884.00	2,397,124.92	0.00	0.00	0.00
571 TRANSFERS	0.00	0.00	0.00	0.00	0.00
	<u>698,793.60</u>	<u>2,427,591.98</u>	<u>6,235.92</u>	<u>11,757.52</u>	<u>0.00</u>
541 W. 150TH SEWER IMP. PHASE IV FUND					
429 SEWER & DRAINS					
523 PROFESSIONAL SERVICES	221,711.66	34,548.60	1,600.86		
527 MISCELLANEOUS EXPENSES	1,680.64	0.00	0.00		
529 CONTRACTS	7,191.00	0.00	0.00		
553 CONSTRUCTION CONTRACTS	937,513.47	490,059.33	0.00		
571 TRANSFERS	0.00	0.00	180,385.98		
	<u>1,168,096.77</u>	<u>524,607.93</u>	<u>181,986.84</u>		
542 2016 STREET IMPROVEMENTS FUND					
425 STREET PAVING AND REPAIR					
523 PROFESSIONAL SERVICES	79,082.00	38,797.80	6,990.20		
527 MISCELLANEOUS EXPENSES	1,248.00	0.00	0.00		
529 CONTRACTS	2,190.00	4,107.00	0.00		
553 CONSTRUCTION CONTRACTS	500,777.76	808,670.50	24,976.75		
571 TRANSFERS	0.00	0.00	148,159.99		
574 REFUNDS	0.00	0.00	0.00		
	<u>583,297.76</u>	<u>851,575.30</u>	<u>180,126.94</u>		
543 2017 STREET IMPROVEMENTS FUND					
425 STREET PAVING AND REPAIR					
523 PROFESSIONAL SERVICES		235,008.00	53,511.00	32,941.00	0.00
527 MISCELLANEOUS EXPENSES		6,173.44	0.00	0.00	0.00
529 CONTRACTS		10,672.00	935.00	2,705.00	0.00
553 CONSTRUCTION CONTRACTS		2,461,691.88	344,337.07	374,283.13	0.00
		<u>2,713,545.32</u>	<u>398,783.07</u>	<u>409,929.13</u>	<u>0.00</u>
544 COMMUNITY CENTER IMPROVEMENT FUND					
700 GENERAL GOV'T. LANDS & BLDGS.					
523 PROFESSIONAL SERVICES		0.00	0.00		
553 CONSTRUCTION CONTRACTS		1,375,309.00	3,604,427.00		
		<u>1,375,309.00</u>	<u>3,604,427.00</u>		
545 2018/2019 STREET IMPROVEMENTS FUND					
425 STREET PAVING AND REPAIR					
523 PROFESSIONAL SERVICES			79,875.94	116,159.06	297,686.30
527 MISCELLANEOUS EXPENSES			1,164.80	1,435.20	3,100.00
529 CONTRACTS			0.00	4,920.00	12,500.00
553 CONSTRUCTION CONTRACTS			0.00	153,680.00	4,703,838.00
			<u>81,040.74</u>	<u>276,194.26</u>	<u>5,017,124.30</u>
TOTAL CONSTRUCTION FUNDS	<u>4,929,153.96</u>	<u>7,965,134.43</u>	<u>4,652,131.26</u>	<u>708,772.41</u>	<u>5,139,041.80</u>

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Description	DISBURSED 2016	DISBURSED 2017	DISBURSED 2018	ENCUMBERED 2018	2019 APPROPRIATIONS
690 MEDICAL BENEFITS FUND					
840 INSURANCE					
519 FRINGE BENEFITS	1,741,356.94	1,911,810.38	1,780,029.70	0.00	2,164,836.47
529 CONTRACTS	622.79	630.54	0.00	0.00	650.00
571 TRANSFERS	0.00	0.00	0.00	0.00	0.00
574 REFUNDS	0.00	0.00	0.00	0.00	0.00
	<u>1,741,979.73</u>	<u>1,912,440.92</u>	<u>1,780,029.70</u>	<u>0.00</u>	<u>2,165,486.47</u>
TOTAL INTERNAL SERVICE FUND	<u>1,741,979.73</u>	<u>1,912,440.92</u>	<u>1,780,029.70</u>	<u>0.00</u>	<u>2,165,486.47</u>
691 RETIREES' ACCRUED BENEFITS FUND					
650 RETIREES					
511 REGULAR SALARIES	118,212.37	99,515.57	34,310.70	0.00	280,000.00
711 POLICE PENSION FUND					
412 POLICE DEPARTMENT					
519 FRINGE BENEFITS	644,690.53	588,939.34	632,845.25	0.00	706,329.54
712 FIRE PENSION FUND					
413 FIRE DEPARTMENT					
519 FRINGE BENEFITS	721,358.04	640,163.57	754,552.63	0.00	833,306.78
713 S.W.G.H. FUND					
851 HEALTH & WELFARE					
529 CONTRACTS	94,827.09	123,673.85	102,296.44	0.00	124,162.00
TOTAL ADD'L SPECIAL REV. FUNDS	<u>1,579,088.03</u>	<u>1,452,292.33</u>	<u>1,524,005.02</u>	<u>0.00</u>	<u>1,943,798.32</u>
714 CASH BONDS HELD FUND					
874 MISC. EXECUTIVE					
529 CONTRACTS	13,609.93	8,000.00	13,833.33	0.00	78,508.53
716 BUILDING STANDARDS BOARD FUND					
415 BUILDING DEPARTMENT					
574 REFUNDS	9,469.69	2,855.84	3,316.51	0.00	7,168.73
717 UNCLAIMED MONIES FUND					
874 MISC. EXECUTIVE					
529 CONTRACTS	6,068.24	0.00	20,205.87	0.00	0.00
750-777 PAYROLL ACCOUNTS FUND					
776 FLEXIBLE SPENDING	84,778.97	96,012.98	81,593.80	0.00	94,733.27
	<u>84,778.97</u>	<u>96,012.98</u>	<u>81,593.80</u>	<u>0.00</u>	<u>94,733.27</u>
TOTAL AGENCY FUNDS	<u>113,926.83</u>	<u>106,868.82</u>	<u>118,949.51</u>	<u>0.00</u>	<u>180,410.53</u>
920 SPECIAL ASSESSMENT BOND RETIREMENT FUND					
871 DEBT RETIREMENT					
561 PRINCIPAL PAYMENT	40,000.00	40,000.00	45,000.00	0.00	45,000.00
872 DEBT SERVICE					
523 PROFESSIONAL SERVICES	628.12	595.92	402.31	0.00	750.00
562 INTEREST PAYMENT	18,955.00	17,255.00	15,555.00	0.00	13,642.50
571 TRANSFERS	0.00	0.00	0.00	0.00	0.00
	<u>19,583.12</u>	<u>17,850.92</u>	<u>15,957.31</u>	<u>0.00</u>	<u>14,392.50</u>
TOTAL SPECIAL ASSESSMENT B.R.F.	<u>59,583.12</u>	<u>57,850.92</u>	<u>60,957.31</u>	<u>0.00</u>	<u>59,392.50</u>
TOTAL APPROPRIATIONS	<u>54,850,332.59</u>	<u>60,209,002.98</u>	<u>54,271,831.13</u>	<u>2,195,401.74</u>	<u>58,380,038.16</u>

**CITY OF BROOK PARK, OHIO
ACTUAL/ESTIMATED REVENUE**

FUND	TRANSACTION	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	ESTIMATED 2019
100 GENERAL FUND					
	Beginning Balance	644,048.89	1,754,250.70	340,334.13	745,610.88
	Property Tax	1,526,628.05	1,536,865.41	1,531,575.45	1,612,669.00
	* Local Government - County	344,346.57	344,279.16	365,647.29	375,529.29
	Estate Tax	244.07	0.00	0.00	0.00
	Cigarette Tax	675.67	631.12	684.76	685.00
	Liquor Permits	25,883.20	21,996.80	22,572.20	22,572.00
	Grants	34,128.92	21,289.50	20,795.00	5,000.00
	State Aid - Real Property Rollback	181,827.64	180,360.52	178,622.81	178,623.00
	* Local Government - State	57,302.93	20,788.33	0.00	0.00
	Recreation Programs	111,111.31	119,040.82	111,994.21	112,000.00
	Misc. Chg. for Public Service	535,228.31	499,849.62	506,139.55	503,700.00
	Court Costs	267,677.74	247,596.74	174,890.23	175,000.00
	Fines	482,707.85	439,512.85	337,435.49	340,000.00
	Permits, Licenses & Fees	694,508.44	613,243.85	643,426.72	596,656.00
	Interest	44,660.27	89,465.78	150,352.40	175,875.00
	Other Misc. Revenue	151,682.17	109,867.32	115,593.71	105,995.00
	Parking Fees	985,758.40	987,854.66	991,597.14	995,600.00
	Refunds/Reimbursements	235,950.72	529,445.72	461,922.68	199,325.00
	Transfer from City Income Tax Fund	16,427,200.02	15,956,644.75	16,025,883.58	16,588,681.42
	Transfer from Admissions Tax Fund	0.00	0.00	0.00	0.00
	Transfer from Other Funds	0.00	0.00	120,811.92	112,602.00
		<u>22,107,522.28</u>	<u>21,718,732.95</u>	<u>21,759,945.14</u>	<u>22,100,512.71</u>
	Fund Balance Reserve Policy	3,788,105.00	3,837,586.00	4,056,386.00	4,314,698.00
	Total Revenue	<u>26,539,676.17</u>	<u>27,310,569.65</u>	<u>26,156,665.27</u>	<u>27,160,821.59</u>
210 CITY INCOME TAX FUND					
	Beginning Balance	1,076,208.18	783,325.46	979,343.33	1,323,383.50
	Income Tax Revenue	19,634,360.60	19,420,360.46	19,609,120.26	19,505,200.00
	Total Revenue	<u>20,710,568.78</u>	<u>20,203,685.92</u>	<u>20,588,463.59</u>	<u>20,828,583.50</u>
215 ADMISSIONS TAX FUND					
	Beginning Balance	211,639.64	357,733.45	506,098.60	667,477.31
	Admissions Tax Revenue	182,105.57	181,990.02	196,947.38	196,300.00
	Total Revenue	<u>393,745.21</u>	<u>539,723.47</u>	<u>703,045.98</u>	<u>863,777.31</u>
220 HOTEL, MOTEL TAX FUND					
	Beginning Balance	201,845.05	369,090.69	505,709.48	661,716.82
	Excise Tax	180,664.58	136,618.79	156,007.34	158,000.00
	Total Revenue	<u>382,509.63</u>	<u>505,709.48</u>	<u>661,716.82</u>	<u>819,716.82</u>
240 S.C.M. & R. FUND					
	Beginning Balance	893,664.18	1,055,610.83	312,053.58	453,304.22
	Gasoline Tax	623,840.66	632,276.95	631,116.58	631,117.00
	Motor Vehicle License	167,688.44	169,491.22	174,525.66	174,526.00
	Interest	5,665.61	6,184.81	8,040.55	9,450.00
		<u>797,194.71</u>	<u>807,952.98</u>	<u>813,682.79</u>	<u>815,093.00</u>
	Total Revenue	<u>1,690,858.89</u>	<u>1,863,563.81</u>	<u>1,125,736.37</u>	<u>1,268,397.22</u>

**CITY OF BROOK PARK, OHIO
ACTUAL/ESTIMATED REVENUE**

FUND	TRANSACTION	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	ESTIMATED 2019
241 STATE HIGHWAY IMPROVEMENT FUND					
	Beginning Balance	567,060.25	629,892.86	663,010.66	714,884.60
	Gasoline Tax	50,581.68	51,265.70	51,171.61	51,172.00
	Motor Vehicle License	13,596.36	13,742.58	14,150.75	14,151.00
	Interest	3,362.58	7,086.85	14,035.74	14,910.00
		67,540.62	72,095.13	79,358.10	80,233.00
	Total Revenue	634,600.87	701,987.99	742,368.76	795,117.60
242 PERMISSIVE TAX FUND					
	Beginning Balance	545,877.00	194,138.65	180,474.47	215,980.25
	Permissive Tax	50,957.91	47,380.83	46,690.54	46,691.00
	Interest	2,793.47	2,011.01	4,057.51	4,515.00
		53,751.38	49,391.84	50,748.05	51,206.00
	Total Revenue	599,628.38	243,530.49	231,222.52	267,186.25
243 ECONOMIC DEVELOPMENT FUND					
	Beginning Balance	1,263,484.50	814,207.57	254,335.47	441,360.72
	Sale of City Owned Land	0.00	0.00	60,201.25	538,747.00
	Misc. Fees & Grants	44,500.00	46,135.00	90,298.63	249,176.37
	Refunds/Reimbursements	290,152.92	82,965.32	9,742.74	3,671.00
	Transfer from General Fund	0.00	250,000.00	260,000.00	200,000.00
		334,652.92	379,100.32	420,242.62	991,594.37
	Total Revenue	1,598,137.42	1,193,307.89	674,578.09	1,432,955.09
244 BROOKPARK ROAD CORRIDOR FUND					
	Beginning Balance	82,835.41	82,835.41	57,835.41	57,835.41
	Transfer from Other Funds	0.00	0.00	0.00	0.00
	Total Revenue	82,835.41	82,835.41	57,835.41	57,835.41
245 CDBG FUND					
	Beginning Balance	39,087.58	36,581.23	36,581.23	36,290.03
	Grants	0.00	0.00	0.00	112,602.00
	Transfer from General Fund	0.00	0.00	112,602.00	0.00
		0.00	0.00	112,602.00	112,602.00
	Total Revenue	39,087.58	36,581.23	149,183.23	148,892.03
250 SPECIAL RECREATION FUND					
	Beginning Balance	378,864.27	411,177.18	452,474.57	458,922.34
	Misc. Revenue	94,433.50	109,878.00	118,381.50	118,382.00
	Reimbursements	0.00	0.00	0.00	0.00
		94,433.50	109,878.00	118,381.50	118,382.00
	Total Revenue	473,297.77	521,055.18	570,856.07	577,304.34
251 KENNEDY PARK CONCESSION FUND					
	Beginning Balance	1,332.21	1,146.04	1,146.04	1,146.04
	Misc. Sales	0.00	0.00	0.00	0.00
	Transfer from General Fund	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
	Total Revenue	1,332.21	1,146.04	1,146.04	1,146.04

**CITY OF BROOK PARK, OHIO
ACTUAL/ESTIMATED REVENUE**

FUND	TRANSACTION	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	ESTIMATED 2019
254 CONCESSION STAND PETTY CASH					
	Beginning Balance	1,480.00	1,480.00	1,480.00	1,480.00
255 RECREATION CENTER CONCESSION FUND					
	Beginning Balance	2,068.00	2,068.00	2,068.00	2,068.00
	Misc. Sales	0.00	0.00	0.00	0.00
	Transfer from General Fund	0.00	0.00	0.00	0.00
		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Total Revenue	<u>2,068.00</u>	<u>2,068.00</u>	<u>2,068.00</u>	<u>2,068.00</u>
259 BROOK PARK FOOD PANTRY					
	Beginning Balance	4,765.57			
	Donations	0.00			
	Refunds	0.00			
		<u>0.00</u>			
	Total Revenue	<u>4,765.57</u>			
261 HUFSEY/FORBES CONCESSION FUND					
	Beginning Balance	239.42	64.42	64.42	64.42
	Misc. Sales	0.00	0.00	0.00	0.00
	Transfer from General Fund	0.00	0.00	0.00	0.00
		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Total Revenue	<u>239.42</u>	<u>64.42</u>	<u>64.42</u>	<u>64.42</u>
262 AMERICAN LEGION CONCESSION FUND					
	Beginning Balance	237.15	15.98	15.98	15.98
	Misc. Sales	0.00	0.00	0.00	0.00
	Transfer from General Fund	0.00	0.00	0.00	0.00
		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Total Revenue	<u>237.15</u>	<u>15.98</u>	<u>15.98</u>	<u>15.98</u>
263 WEDO PARK CONCESSION FUND					
	Beginning Balance	273.13	45.11	45.11	45.11
	Misc. Sales	0.00	0.00	0.00	0.00
	Transfer from General Fund	750.00	0.00	0.00	0.00
		<u>750.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Total Revenue	<u>1,023.13</u>	<u>45.11</u>	<u>45.11</u>	<u>45.11</u>
264 WATER PARK FUND					
	Beginning Balance	9,352.70	7,664.64	5,983.22	1,656.82
	Park Admission Revenue	35,472.00	37,594.50	36,715.75	36,716.00
	Concession Stand Revenue	0.00	0.00	0.00	0.00
	Transfer from General Fund	22,000.00	25,000.00	30,000.00	40,000.00
		<u>57,472.00</u>	<u>62,594.50</u>	<u>66,715.75</u>	<u>76,716.00</u>
	Total Revenue	<u>66,824.70</u>	<u>70,259.14</u>	<u>72,698.97</u>	<u>78,372.82</u>

**CITY OF BROOK PARK, OHIO
ACTUAL/ESTIMATED REVENUE**

FUND	TRANSACTION	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	ESTIMATED 2019
265 PLANT LANE CONCESSION FUND					
	Beginning Balance	272.71	97.71	97.71	97.71
	Misc. Sales	0.00	0.00	0.00	0.00
	Transfer from General Fund	0.00	0.00	0.00	0.00
	Total Revenue	272.71	97.71	97.71	97.71
266 FURTHERANCE OF JUSTICE FUND					
	Beginning Balance	0.00	0.00	0.00	0.00
	Transfer from General Fund	0.00	0.00	0.00	0.00
	Total Revenue	0.00	0.00	0.00	0.00
270 LAW ENFORCEMENT FUND					
	Beginning Balance	159,826.94	156,664.94	90,634.63	88,435.06
	Drug Monies	637.50	1,675.00	47.43	500.00
	Misc. Revenue	1,082.50	511.50	9,736.00	5,000.00
	Reimbursements	0.00	0.00	0.00	0.00
	Total Revenue	161,546.94	158,851.44	100,418.06	93,935.06
271 D.W.I. ENFORCEMENT & EDUCATION FUND					
	Beginning Balance	22,258.00	23,220.00	26,680.00	27,347.21
	DUI/LEA Berea Muni Court	962.00	3,460.00	925.00	925.00
	Total Revenue	23,220.00	26,680.00	27,605.00	28,272.21
272 FEDERAL FORFEITURE FUND					
	Beginning Balance	363,722.19	349,575.13	270,886.96	264,173.39
	Interest	1,998.51	3,170.48	5,184.06	5,250.00
	Misc. Revenue	9,776.11	1,314.91	0.00	0.00
	Reimbursements	0.00	0.00	0.00	0.00
	Total Revenue	375,496.81	354,060.52	276,071.02	269,423.39
273 COMMUNITY DIVERSION PROGRAM FUND					
	Beginning Balance	9,071.42	12,157.05	15,102.55	17,770.95
	Fines	0.00	0.00	0.00	0.00
	Reimbursements	3,300.00	3,000.00	3,000.00	3,000.00
	Total Revenue	12,371.42	15,157.05	18,102.55	20,770.95
275 CONTINUING TRAINING PROGRAM FUND					
	Beginning Balance	5,343.00	6,063.00	8,833.02	23,233.02
	Reimbursements	2,880.00	7,920.00	14,400.00	0.00
	Total Revenue	8,223.00	13,983.00	23,233.02	23,233.02

**CITY OF BROOK PARK, OHIO
ACTUAL/ESTIMATED REVENUE**

FUND	TRANSACTION	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	ESTIMATED 2019
280 FEMA FUND					
	Beginning Balance	54,663.00	54,663.00	54,663.00	54,663.00
	Reimbursements	0.00	0.00	0.00	0.00
	Total Revenue	<u>54,663.00</u>	<u>54,663.00</u>	<u>54,663.00</u>	<u>54,663.00</u>
290 INSURANCE FUND					
	Beginning Balance	1,189,625.50	1,171,793.88	1,168,530.53	1,176,753.36
	Reimbursements	8,242.88	21,662.91	19,869.22	20,000.00
	Transfer from General Fund	0.00	0.00	0.00	0.00
		<u>8,242.88</u>	<u>21,662.91</u>	<u>19,869.22</u>	<u>20,000.00</u>
	Total Revenue	<u>1,197,868.38</u>	<u>1,193,456.79</u>	<u>1,188,399.75</u>	<u>1,196,753.36</u>
310 GENERAL BOND RETIREMENT FUND					
	Beginning Balance	891,595.88	1,259,851.68	1,105,049.50	1,313,685.75
	Property Tax	0.00	0.00	0.00	0.00
	State Aid - Rollback	0.00	0.00	0.00	0.00
	Sale of Bonds	0.00	219,488.45	0.00	0.00
	Sale of Notes	0.00	0.00	0.00	0.00
	Transfer from Other Funds	1,045,006.53	653,068.08	1,251,645.57	1,000,734.32
	Reimbursements	63,353.30	63,353.30	63,353.30	63,353.30
		<u>1,108,359.83</u>	<u>935,909.83</u>	<u>1,314,998.87</u>	<u>1,064,087.62</u>
	Total Revenue	<u>1,999,955.71</u>	<u>2,195,761.51</u>	<u>2,420,048.37</u>	<u>2,377,773.37</u>
401 CAPITAL IMPROVEMENT FUND					
	Beginning Balance	656,498.87	975,913.65	1,214,571.91	813,533.66
	Transfer from City Income Tax Fund	2,830,177.99	2,711,661.19	2,710,026.40	2,810,837.88
	Transfer from Other Funds	173,433.08	0.00	207,734.05	0.00
	Sale of Assets, Sp. Ass., Grants & Other Rev.	58,870.98	33,588.00	32,742.00	70,103.00
	Refunds/Reimbursements	0.00	13,402.00	488.42	0.00
		<u>3,062,482.05</u>	<u>2,758,651.19</u>	<u>2,950,990.87</u>	<u>2,880,940.88</u>
	Total Revenue	<u>3,718,980.92</u>	<u>3,734,564.84</u>	<u>4,165,562.78</u>	<u>3,694,474.54</u>
459 DITCH CLEANING PROGRAM FUND					
	Beginning Balance	224,069.04	224,069.04	224,069.04	224,069.04
	Transfer from Capital Improvement Fund	0.00	0.00	0.00	0.00
	Transfer from Other Funds	0.00	0.00	0.00	0.00
		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Total Revenue	<u>224,069.04</u>	<u>224,069.04</u>	<u>224,069.04</u>	<u>224,069.04</u>
460 RADIO TOWER REPLACEMENT FUND					
	Beginning Balance	383,161.58			
	Misc. Revenue	0.00			
	Reimbursements	0.00			
	Transfer from Capital Improvement Fund	0.00			
		<u>0.00</u>			
	Total Revenue	<u>383,161.58</u>			

**CITY OF BROOK PARK, OHIO
ACTUAL/ESTIMATED REVENUE**

FUND	TRANSACTION	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	ESTIMATED 2019
517 SOUND INSULATION PROGRAM FUND					
	Beginning Balance	484,940.19	441,802.47	383,191.51	183,660.76
	Interest	0.00	0.00	0.00	0.00
	Misc. Revenue	0.00	0.00	0.00	0.00
	Refunds	0.00	0.00	0.00	0.00
	Transfer from General Fund	0.00	0.00	0.00	0.00
	Total Revenue	<u>484,940.19</u>	<u>441,802.47</u>	<u>383,191.51</u>	<u>183,660.76</u>
521 CAPITAL CONSTRUCTION FUND					
	Beginning Balance	212,025.39	214,399.76	214,399.76	214,399.76
	Special Assessments	2,374.37	0.00	0.00	0.00
	Transfer from General Fund	0.00	0.00	0.00	0.00
	Transfer from Other Funds	0.00	0.00	0.00	0.00
	Total Revenue	<u>214,399.76</u>	<u>214,399.76</u>	<u>214,399.76</u>	<u>214,399.76</u>
536 ENGLE ROAD STREET/SEWER IMP. FUND					
	Beginning Balance	1,145,478.26			
	Sale of Bonds	0.00			
	Sale of Notes	0.00			
	ODOT Funding	0.00			
	Reimbursements	0.00			
	Transfer from Capital Improvement Fund	0.00			
	Total Revenue	<u>1,145,478.26</u>			
537 W. 150TH SEWER IMP. PHASE III FUND					
	Beginning Balance	173,604.41			
	Sale of Bonds	0.00			
	OPWC Grant	0.00			
	OPWC Loan	154,188.61			
	Transfer from Capital Improvement Fund	0.00			
	Total Revenue	<u>154,188.61</u>			
	Total Revenue	<u>327,793.02</u>			
538 2013 STREET IMPROVEMENTS FUND					
	Beginning Balance	530,446.92	13,893.94		
	Reimbursements	0.00	0.00		
	Transfer from Capital Improvement Fund	0.00	0.00		
	Total Revenue	<u>0.00</u>	<u>0.00</u>		
	Total Revenue	<u>530,446.92</u>	<u>13,893.94</u>		

**CITY OF BROOK PARK, OHIO
ACTUAL/ESTIMATED REVENUE**

FUND	TRANSACTION	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	ESTIMATED 2019
539 2014 STREET IMPROVEMENTS FUND					
	Beginning Balance	62,842.27			
	OPWC Grant	0.00			
	Reimbursements	0.00			
	Transfer from Capital Improvement Fund	0.00			
		<u>0.00</u>			
	Total Revenue	<u>62,842.27</u>			
540 SNOW ROAD RESURFACING FUND					
	Beginning Balance	108,699.60	49,906.00	19,438.94	13,203.02
	ODOT Grant	0.00	2,397,124.92	0.00	0.00
	Transfer from General Fund	640,000.00	0.00	0.00	0.00
	Transfer from Capital Improvement Fund	0.00	0.00	0.00	0.00
		<u>640,000.00</u>	<u>2,397,124.92</u>	<u>0.00</u>	<u>0.00</u>
	Total Revenue	<u>748,699.60</u>	<u>2,447,030.92</u>	<u>19,438.94</u>	<u>13,203.02</u>
541 W. 150TH SEWER IMP. PHASE IV FUND					
	Beginning Balance	168,940.81	445,258.35	150,038.30	
	OPWC Grant	524,663.58	229,387.88	31,948.54	
	OPWC Loan	0.00	0.00	0.00	
	Transfer from General Fund	308,000.00	0.00	0.00	
	Transfer from Capital Improvement Fund	611,750.73	0.00	0.00	
		<u>1,444,414.31</u>	<u>229,387.88</u>	<u>31,948.54</u>	
	Total Revenue	<u>1,613,355.12</u>	<u>674,646.23</u>	<u>181,986.84</u>	
542 2016 STREET IMPROVEMENTS FUND					
	Beginning Balance	0.00	1,031,702.24	180,126.94	
	Transfer from General Fund	766,994.00	0.00	0.00	
	Transfer from Capital Improvement Fund	848,006.00	0.00	0.00	
		<u>1,615,000.00</u>	<u>0.00</u>	<u>0.00</u>	
	Total Revenue	<u>1,615,000.00</u>	<u>1,031,702.24</u>	<u>180,126.94</u>	
543 2017 STREET IMPROVEMENTS FUND					
	Beginning Balance		0.00	931,454.68	532,671.61
	Transfer from General Fund		3,189,000.00	0.00	0.00
	Transfer from Capital Improvement Fund		456,000.00	0.00	0.00
			<u>3,645,000.00</u>	<u>0.00</u>	<u>0.00</u>
	Total Revenue		<u>3,645,000.00</u>	<u>931,454.68</u>	<u>532,671.61</u>
544 COMMUNITY CENTER IMPROVEMENT FUND					
	Beginning Balance		0.00	3,604,427.00	
	Sale of Bonds		4,979,736.00	0.00	
			<u>4,979,736.00</u>	<u>3,604,427.00</u>	
	Total Revenue		<u>4,979,736.00</u>	<u>3,604,427.00</u>	

**CITY OF BROOK PARK, OHIO
ACTUAL/ESTIMATED REVENUE**

FUND	TRANSACTION	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	ESTIMATED 2019
545 2018/2019 STREET IMPROVEMENTS FUND					
	Beginning Balance			0.00	1,425,459.26
	OPWC Grant			0.00	741,600.00
	OPWC Loan			0.00	494,400.00
	Grant - Cuyahoga County			0.00	497,893.65
	Grant - ODOT			0.00	560,953.00
	Transfer from General Fund			571,500.00	250,000.00
	Transfer from Capital Improvement Fund			935,000.00	1,375,000.00
				<u>1,506,500.00</u>	<u>3,919,846.65</u>
				<u>1,506,500.00</u>	<u>5,345,305.91</u>
	Total Revenue				
690 MEDICAL BENEFITS FUND					
	Beginning Balance	2,412,470.52	3,187,691.45	3,067,960.60	3,057,607.33
	Refunds/Reimbursements	2,239,518.41	1,573,567.02	1,544,541.59	1,916,767.31
	Employee Contribution	277,682.25	219,143.05	225,134.84	248,069.16
		<u>2,517,200.66</u>	<u>1,792,710.07</u>	<u>1,769,676.43</u>	<u>2,164,836.47</u>
	Total Revenue	<u>4,929,671.18</u>	<u>4,980,401.52</u>	<u>4,837,637.03</u>	<u>5,222,443.80</u>
691 RETIREES' ACCRUED BENEFITS FUND					
	Beginning Balance	25,865.58	27,653.21	28,137.64	73,826.94
	Transfer from General Fund	120,000.00	100,000.00	80,000.00	300,000.00
	Total Revenue	<u>145,865.58</u>	<u>127,653.21</u>	<u>108,137.64</u>	<u>373,826.94</u>
711 POLICE PENSION FUND					
	Beginning Balance	48,910.53	14,138.30	84,540.41	84,463.96
	Property Tax	105,750.52	110,286.45	110,850.77	117,088.00
	State Aid - Real Property Rollback	14,167.78	14,055.00	13,918.03	14,701.00
	Transfer from General Fund	490,000.00	535,000.00	508,000.00	530,000.00
	Police Pension Payroll Receipt	0.00	0.00	0.00	0.00
		<u>609,918.30</u>	<u>659,341.45</u>	<u>632,768.80</u>	<u>661,789.00</u>
	Total Revenue	<u>658,828.83</u>	<u>673,479.75</u>	<u>717,309.21</u>	<u>746,252.96</u>
712 FIRE PENSION FUND					
	Beginning Balance	111,465.44	15,025.66	99,203.52	44,419.68
	Property Tax	105,750.55	110,286.41	110,850.78	117,088.00
	State Aid - Real Property Rollback	14,167.71	14,055.02	13,918.01	14,701.00
	Transfer from General Fund	505,000.00	600,000.00	575,000.00	680,000.00
	Firemen Pension Payroll Receipt	0.00	0.00	0.00	0.00
		<u>624,918.26</u>	<u>724,341.43</u>	<u>699,768.79</u>	<u>811,789.00</u>
	Total Revenue	<u>736,383.70</u>	<u>739,367.09</u>	<u>798,972.31</u>	<u>856,208.68</u>
713 S.W.G.H. FUND					
	Beginning Balance	0.00	12,877.87	25.26	0.00
	Property Tax	94,120.78	97,340.95	88,913.85	110,312.00
	State Aid - Real Property Rollback	13,584.18	13,480.29	13,357.33	13,850.00
		<u>107,704.96</u>	<u>110,821.24</u>	<u>102,271.18</u>	<u>124,162.00</u>
	Total Revenue	<u>107,704.96</u>	<u>123,699.11</u>	<u>102,296.44</u>	<u>124,162.00</u>

**CITY OF BROOK PARK, OHIO
ACTUAL/ESTIMATED REVENUE**

FUND	TRANSACTION	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	ESTIMATED 2019
714 CASH BONDS HELD FUND					
	Beginning Balance	62,508.53	75,008.53	69,508.53	76,008.53
	Cash Bonds	26,109.93	2,500.00	20,333.33	2,500.00
	Transfer from General Fund	0.00	0.00	0.00	0.00
		<u>26,109.93</u>	<u>2,500.00</u>	<u>20,333.33</u>	<u>2,500.00</u>
	Total Revenue	<u>88,618.46</u>	<u>77,508.53</u>	<u>89,841.86</u>	<u>78,508.53</u>
716 BUILDING STANDARDS BOARD FUND					
	Beginning Balance	7,742.88	3,079.49	3,130.10	4,418.73
	State Assessments	4,806.30	2,906.45	4,605.14	2,750.00
	Total Revenue	<u>12,549.18</u>	<u>5,985.94</u>	<u>7,735.24</u>	<u>7,168.73</u>
717 UNCLAIMED MONIES FUND					
	Beginning Balance	0.00	0.00	0.00	0.00
	Transfer from General Fund	6,068.24	0.00	20,205.87	0.00
	Total Revenue	<u>6,068.24</u>	<u>0.00</u>	<u>20,205.87</u>	<u>0.00</u>
750-777 PAYROLL ACCOUNTS FUND					
	Beginning Balance	26,066.76	34,365.43	33,629.40	27,923.67
	Payroll Deductions	93,077.64	95,276.95	75,888.07	66,809.60
	Total Revenue	<u>119,144.40</u>	<u>129,642.38</u>	<u>109,517.47</u>	<u>94,733.27</u>
920 SPECIAL ASSESSMENT BOND RETIREMENT FUND					
	Beginning Balance	26,777.13	27,986.77	30,351.69	10,046.38
	Special Assessments	60,792.76	60,215.84	40,652.00	76,147.40
	Transfer from General Fund	0.00	0.00	0.00	0.00
		<u>60,792.76</u>	<u>60,215.84</u>	<u>40,652.00</u>	<u>76,147.40</u>
	Total Revenue	<u>87,569.89</u>	<u>88,202.61</u>	<u>71,003.69</u>	<u>86,193.78</u>
TOTAL BALANCES		19,281,361.48	20,167,772.77	21,434,122.83	19,849,812.23
TOTAL RECEIPTS		27,974,965.19	34,602,979.35	27,060,966.65	30,150,140.87
TOTAL NON REVENUE		<u>27,761,778.69</u>	<u>26,872,373.69</u>	<u>25,626,553.88</u>	<u>26,166,031.83</u>
		55,736,743.88	61,475,353.04	52,687,520.53	56,316,172.70
TOTAL REVENUE		<u>75,018,105.36</u>	<u>81,643,125.81</u>	<u>74,121,643.36</u>	<u>76,165,984.93</u>

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FUND	TRANSACTION	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	ESTIMATED 2019
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				<u>1,506,500.00</u>	<u>3,919,847.00</u>
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	Beginning Balance	2,412,470.52	3,187,691.45	3,067,960.60	3,057,607.33
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TOTAL RECEIPTS		27,974,965.19	34,602,979.35	27,060,966.65	30,150,141.22
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TOTAL REVENUE		<u>75,018,105.36</u>	<u>81,643,125.81</u>	<u>74,121,643.36</u>	<u>76,165,985.28</u>

PIC 2-19-19 Finance
CA PRICE 3-19-19
1st R _____
2nd R _____
3rd R _____
7:00

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

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 and the Teamsters Union Local 436, has been presented to Council; and

WHEREAS, said contract shall be effective January 1, 2019 through December 31, 2019.

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, 2019 through December 31, 2019, 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 the general fund no. 100, city income tax fund no. 210, and administrative tax fund no. 215; 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 Teamsters Union Local 436, expired on 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.

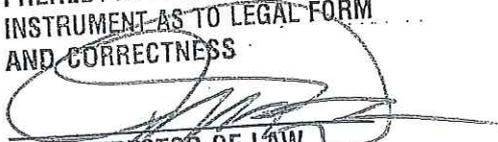
PASSED: _____

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

TEAMSTERS UNION LOCAL NO. 436

Effective: January 1, 2019
Expires: December 31, 2019



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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.

New Employees who do not become members within thirty-one (31) days following the beginning of their employment may voluntarily consent to pay a fair share fee as a voluntary contribution toward administration of the agreement. An employee is not required to pay fair share fees unless he voluntarily consents to do so and the Union shall provide the Employer with evidence that the employee voluntarily consents to pay fair share fees through payroll deduction. Voluntary fair share fees shall be deducted and remitted during the same period of dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction.

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 three (3) 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.

<u>Position</u>	<u>2019</u>		
	Start	6 months	1 year
Administrative Assistant	60,605.88	63,131.12	65,761.35
Admin/Office of Aging	49,785.72	51,860.13	54,020.97
Secretaries	49,785.72	51,860.13	54,020.97
Finance Clerk	49,785.72	51,860.13	54,020.97
Financial Analyst	54,888.77	57,175.80	59,558.12
Office Specialist	43,461.63	45,272.53	47,158.89
Asst. Superintendants	30.36	31.63	32.94
Superintendants	68,341.00	71,188.54	74,154.72
Assistant Service Director	70,001.01	72,917.73	75,955.96
Asst. Building Commissioner	83,201.20	86,667.93	90,279.09
Inspectors	67,654.98	70,473.94	73,410.36
Program Coordinators	65,809.78	68,551.86	71,408.18
Community Ctr. Supervisor	49,752.72	51,825.75	53,985.16
Deputy Tax Director	69,684.55	72,588.07	75,612.58
Assistant Deputy Finance Director	52,275.02	54,453.14	56,722.02
Information & Data Processing Specialist	47,118.68	49,081.96	51,127.05

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 1st 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 abate 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 15 years	5 weeks
After 20 years	6 weeks

18.01(a) All employees receiving 6 weeks of paid vacation shall have the option of receiving cash for one (1) vacation week per year. Payment for this week of vacation shall be paid concurrent with the first pay day in December of each year. An employee wishing to utilize this option must notify their department director or commissioner upon the completion of the normal vacation selection process.

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 except as set forth in 18.01(a), above. 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 XIX HOSPITALIZATION

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%

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.

19.04 Employee Premiums. Employees shall be subject and pay the hospitalization, dental and vision premium payments as set forth in Appendix A.

ARTICLE XX 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 XXI 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 XXII 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 XXIII 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 XIV 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 XXV 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 XXVI 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 XXVII 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 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 XIX 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 XXX 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 XXXI 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 XXXII 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 XXXIII 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 XXXIV 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, 2019, and shall remain in full force and effect until December 31, 2019, 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 _____ day of _____, 2019.

CITY OF BROOK PARK:

TEAMSTERS UNION LOCAL NO. 436:

Michael D. Gammella, Mayor

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Brook Park (Employer) and Teamsters Union Local 436 (Union) and memorializes the following:

The parties discussed and the Employer shall recommend to City Council to add the classification of "Information and Data Processing /LEADS Certified Specialist" in 2019.

The 2019 Collective Bargaining Agreement (one-year Agreement) shall be recommended for the modification of the Recognition Article by adding the position of "Information and Data Processing/LEADS Certified Specialist." The parties agreed that any new position will receive the same pay rate as Information and Data Processing Specialist effective January, 2019. The parties further agree, however, to review and negotiate any applicable increases based upon the specialized LEADS certification to any City Council approved new classification. Any increases to the new position will be retroactive to January 2019 or to the start date of any new employee in the classification or Information and Data Processing/LEADS Certified Specialist.

The parties also agree to review any change of titles to current bargaining unit positions.

Any change of titles to current positions, however, shall not be construed as new positions.

This MOU is entered into this ____ day of December 2018.

FOR TEAMSTERS UNION LOCAL 436:

FOR THE CITY OF BROOK PARK:

CITY OF BROOK PARK
Employee Contributions

2015 \$1,000 Plan			
Tier	Monthly Rates	10% Contribution	Per Pay (26 Weeks)
Single	\$440.07	\$44.01	\$20.31
EE + SP	\$924.15	\$92.42	\$42.65
EE + CH (ren)	\$616.10	\$61.61	\$28.44
Family	\$1,298.21	\$129.82	\$59.92

Monthly Rates	10% Contribution	Per Pay (26 Weeks)	Per Pay Change
\$501.58	\$50.16	\$23.15	\$2.84
\$1,053.53	\$105.35	\$48.62	\$5.97
\$702.35	\$70.24	\$32.42	\$3.98
\$1,479.96	\$148.00	\$68.31	\$8.39

2015 \$400 Plan			
Tier	Monthly Rates	15% Contribution	Per Pay (26 Weeks)
Single	\$467.97	\$70.20	\$32.40
EE + SP	\$982.74	\$147.41	\$68.04
EE + CH (ren)	\$655.16	\$98.27	\$45.36
Family	\$1,380.52	\$207.08	\$95.57

Monthly Rates	15% Contribution	Per Pay (26 Weeks)	Per Pay Change
\$533.49	\$80.02	\$36.93	\$4.54
\$1,120.32	\$168.05	\$77.56	\$9.53
\$746.88	\$112.03	\$51.71	\$6.35
\$1,573.79	\$236.07	\$108.95	\$13.38

2015 Dental Plan			
Tier	Monthly Rates	10% Contribution	Per Pay (26 Weeks)
Single	\$25.45	\$2.55	\$1.17
EE + SP	\$54.27	\$5.43	\$2.50
EE + CH (ren)	\$62.73	\$6.27	\$2.90
Family	\$98.45	\$9.85	\$4.54

Monthly Rates	10% Contribution	Per Pay (26 Weeks)	Per Pay Change
\$27.36	\$2.74	\$1.26	\$0.09
\$58.34	\$5.83	\$2.69	\$0.19
\$67.43	\$6.74	\$3.11	\$0.22
\$105.83	\$10.58	\$4.88	\$0.34

2015 Vision Plan			
Tier	Monthly Rates	10% Contribution	Per Pay (26 Weeks)
Single	\$6.45	\$0.65	\$0.30
Family	\$15.15	\$1.52	\$0.70

Monthly Rates	10% Contribution	Per Pay (26 Weeks)	Per Pay Change
\$6.71	\$0.67	\$0.31	\$0.01
\$15.76	\$1.58	\$0.73	\$0.03

PIC 2-19-19 Finance
CA PRIOR 3-19-19
1st R _____
2nd R _____
3rd R _____
M/C _____

CITY OF BROOK PARK, OHIO.

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

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 Brook Park Fraternal Order of Police Lodge No. 15, Patrol Officers, has been negotiated by the Mayor and presented to Council.

WHEREAS, said contract shall be effective January 1, 2019 through December 31, 2019.

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, Brook Park Patrol Officers, effective January 1, 2019 through December 31, 2019, 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 the general fund no. 100, 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, Brook Park Patrol Officers, expired; 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: _____

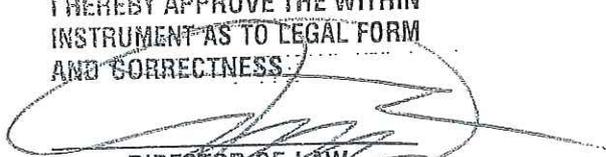
PRESIDENT OF COUNCIL

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 FRATERNAL ORDER OF POLICE,
LODGE NO. 15**

(PATROL OFFICERS)

**Effective: January 01, 2019
Expires: December 31, 2019**



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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 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 ASSOCIATION REPRESENTATION

5.01 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.

5.02 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.

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

ARTICLE VI NO STRIKE

6.01 **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.

6.02 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.

6.03 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.

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

ARTICLE VII DISCIPLINE

7.01 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.

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

7.03 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 VIII GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Definitions.

(a) 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.

(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.

8.02 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 shall promptly meet in an attempt to mutually agree on an arbitrator to hear the matter. Absent an agreement the FOP may request from the American Arbitration Association a panel of seven (7) potential arbitrators. The parties will obtain a quote list only of arbitrators from the American Arbitration Association. The parties shall thereafter and using the alternate strike method, choose one (1) arbitrator. Fees and expenses of the arbitrator so selected will be shared equally by the parties.

8.03 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.

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

8.05 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.

8.06 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.

ARTICLE IX DUTY HOURS

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

9.01a Effective February 8th, 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.

9.02 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 in the first pay period of December each year.

ARTICLE X PERMANENT SHIFTS

10.01 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.

10.02 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.

10.03 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 XI
OVERTIME

11.01 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.

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

11.03 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.

11.04 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 (A) or (B) bank. Employees shall

inform which bank the compensatory time is to be placed into by January 15th. 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.

11.05 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.

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

ARTICLE XII LEAVES

12.01 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.

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

12.03 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, or 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. 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 three (3) days.

12.04 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.

12.05 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.

12.06 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.

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

12.07 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.

12.08 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.

12.09 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 XIII VACATION

13.01 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 (80 hours)
After 5 years	3 weeks (120 hours)
After 10 years	4 weeks (160 hours)
After 15 years	5 weeks (200 hours)
After 20 years	6 weeks (240 hours)

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

13.03 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.

13.04 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 (400 hours). Accrued vacation time in excess of accumulation permitted by the preceding paragraph, and carried over to the following calendar year, shall be forfeited.

13.05 Employees may be permitted to take their earned vacation time (1-6 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.

13.05a Employees may be permitted to take their earned vacation time (1-6 weeks), in hourly 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.

13.05b Effective January 1, 2016, all employees receiving six (6) weeks of paid vacation shall have the option of receiving cash for one (1) vacation week per year. Payment for this week of vacation shall be paid concurrent with the first pay day in December of each year. An employee wishing to utilize this option must notify the Police Chief on or before November 1ST of each year.

ARTICLE XIV HOLIDAYS

14.01 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	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.

14.02 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.

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

14.04 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 1st 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.

14.05 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 31st, and will be in a separate check and distinct from any other regular compensation.

ARTICLE XV COMPENSATION

15.01 Effective January 1st of each year, the salary paid to patrol officers shall be as follows:

	<u>2019</u>
Start	--- \$59,591
After 24 months	--- \$66,667
After 36 months	--- \$69,259
After 48 months	--- \$71,849

After 5 years	---	\$72,092
After 10 years	---	\$72,503
After 15 years	---	\$72,915
After 20 years	---	\$73,328
After 25 years	---	\$73,744

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

In addition to the above salaries, 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

15.02 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.

15.03 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 Two Thousand Eight Hundred Dollars (\$2,800.00) 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.

15.04 Extra Training Pay.

(a) All full-time employees who have completed forty-four (44) credit hours (based upon a college quarter system) or thirty (30) credit hours (based upon a college semester system) 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.

15.05 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.

15.06 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 XVI INSURANCE

16.01 Hospitalization Insurance.

(a) The Employer will provide and pay for 85% of the premium for the higher deductible plan and 90% of the premium for the lower deductible plan 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.

All deductions will be made on a pretax 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.

16.02 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.

16.03 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.

16.04 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

16.05 Employee Contributions Employees are subject to the premium contributions for hospitalization insurance, dental insurance, and vision insurance as set forth in attached Exhibit "A" and incorporated herein.

ARTICLE XVII
CLOTHING ALLOWANCE

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

17.02 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.

17.03 Employees who are transferred to the Detective Bureau and back from the Detective Bureau will have their clothing allowance accelerated at the Chief's discretion.

17.04 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 XVIII
MISCELLANEOUS

18.01 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.

18.02 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.

18.03 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.

18.04 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.

18.05 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.

18.06 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 XIX
LAYOFF PROCEDURE

19.01 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 XX
NON-DISCRIMINATION

20.01 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.

20.02 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 non-members.

ARTICLE XXI
GENDER AND PLURAL

21.01 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 XXII
HEADINGS

22.01 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 XXIII
"PICK-UP" PAYMENTS

23.01 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 XXIV
LABOR MANAGEMENT COMMITTEE

24.01 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.

24.02 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.

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 FOP shall make every effort to implement the unanimous decisions of the committee.

24.04 This committee is not intended to resolve grievances, 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
SAVINGS CLAUSE

25.01 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 XXVI
SHIFT TRADE / RESCHEDULING

26.01 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.

26.02 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.

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

ARTICLE XXVII
MOTORCYCLE UNIT

27.01 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.

27.02 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 XVII.

ARTICLE XXVIII
PROBATIONARY PERIOD

28.01 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.

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

ARTICLE XXIX
DURATION OF AGREEMENT

29.01 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, 2019, and shall remain in full force and effect until December 31, 2019. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2019, notice of such a desire shall be given prior to November 01, 2019. 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.

29.02 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 2019 collective bargaining agreement.

This Agreement is signed this _____ day of _____, 2019.

CITY OF BROOK PARK

FRATERNAL ORDER OF POLICE,
LODGE #15

Mayor Michael D. Gammella

BY: _____

Approved as to form:

Robert M. Phillips

CITY OF BROOK PARK Employee Contributions

2019 (2018 Rates in Parenthesis)				
Tier	Monthly Rates	10% Contribution	Per Pay (26 Weeks)	Per Pay Change
Single	\$501.68	\$50.17	\$23.15	\$2.84
EE + SP	\$1,053.53	\$105.35	\$48.62	\$5.97
EE + CH(ren)	\$702.36	\$70.24	\$32.42	\$3.98
Family	\$1,479.96	\$148.00	\$68.31	\$8.39

2019 (2018 Rates in Parenthesis)				
Tier	Monthly Rates	15% Contribution	Per Pay (26 Weeks)	Per Pay Change
Single	\$538.49	\$80.77	\$36.93	\$4.54
EE + SP	\$1,120.32	\$168.05	\$77.58	\$9.53
EE + CH(ren)	\$746.88	\$112.03	\$51.71	\$6.35
Family	\$1,573.79	\$236.07	\$108.95	\$13.33

2019 (2018 Rates in Parenthesis)				
Tier	Monthly Rates	10% Contribution	Per Pay (26 Weeks)	Per Pay Change
Single	\$27.36	\$2.74	\$1.26	\$0.09
EE + SP	\$58.34	\$5.83	\$2.63	\$0.19
EE + CH(ren)	\$67.43	\$6.74	\$3.11	\$0.22
Family	\$105.83	\$10.58	\$4.88	\$0.34

2019 (2018 Rates in Parenthesis)				
Tier	Monthly Rates	10% Contribution	Per Pay (26 Weeks)	Per Pay Change
Single	\$6.71	\$0.67	\$0.31	\$0.01
Family	\$15.76	\$1.58	\$0.73	\$0.03

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Brook Park (Employer) and the Fraternal Order of Police, Lodge No. 15 (Union) and memorializes the following agreements:

The Employer and Union have entered into a one-year Collective Bargaining Agreement (CBA) with a duration clause of January 1, 2019 – December 31, 2019. Notwithstanding the duration clause, the parties agree that in the event the Employer and Union agree that the bargaining unit should increase the total number of holiday hours, personal hours or compensatory hours contained in Sections 12.04, 15.01 and 15.03 from a combined 112 hours to 120 hours, in any combination, such eight (8) hour increase would be retroactive to January 1, 2019.

The parties also agree to begin negotiations for the January 1, 2020 CBA by August 31, 2019. Finally, the parties agree to waive the impediments of R.C. 4117.14(G)(11) and that all other matters with economic or cost implications may be retroactive to January 1, 2020.

This MOU is entered into this _____ day of December, 2018.

FOR THE FRATERNAL ORDER
OF POLICE, LODGE NO. 15:

FOR THE CITY OF BROOK PARK:

110 2-19-19 Finance
CA Price 3-19-19
1st R _____
2nd R _____
3rd R _____
4th R _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

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

WHEREAS, a contract between the City and The Ohio Patrolmen's Benevolent Association (City of Brook Park Police Sergeants and Lieutenants, has been presented to Council; and

WHEREAS, said contract shall be effective January 1, 2019 through December 31, 2019.

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 Ohio Patrolmen's Benevolent Association, Brook Park Police Sergeants and Lieutenants, effective January 1, 2019 through December 31, 2019, 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 the general fund no. 100, 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 Ohio Patrolmen's Benevolent Association, Brook Park Police Sergeants and Lieutenants has expired; therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

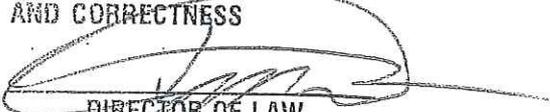
PASSED: _____

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 OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(CITY OF BROOK PARK POLICE SERGEANTS AND LIEUTENANTS)

Effective January 1, 2019 through December 31, 2019



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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 Police Sergeants and Lieutenants, Ohio Patrolmen's Benevolent Association (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
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 VI
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 3 Lockout prohibited The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE VII
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 VIII
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) workings 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 IX 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 X OVERTIME

Section 1 When a Sergeant or Lieutenant is required to work in excess of his regularly scheduled work hours under Article IX 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 XI LEAVES

Section 1 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 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 XII
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 15 years	5 weeks (200 hours)
After 20 years	6 weeks (240 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 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.

Section 6 Any member that is eligible to receive the sixth week of vacation will have the option of receiving one week's pay (40 hours) in lieu of either utilizing or banking the sixth week. This payment option shall be decided by October 15th, and the payment will be made concurrent with the first pay period in November, and shall be separate and distinct from any other compensation.

ARTICLE XIII
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 (1/2) 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 31st, and will be in a separate check and distinct from any other regular compensation.

ARTICLE XIV COMPENSATION

Section 1 Effective January 1, 2019, the salary paid to Sergeants and Lieutenants shall be as follows:

SERGEANTS (+16% of Patrolmen Certificate of Proficiency rate)

After 24 Months	\$77,334.00
After 5 years	\$83,627.00
After 10 years	\$84,104.00
After 15 years	\$84,582.00
After 20 years	\$85,060.00
After 25 years	\$85,543.00

LIEUTENANTS (+14% of Sergeant rate)

After 24 Months	\$88,160.00
After 5 years	\$95,335.00
After 10 years	\$95,879.00
After 15 years	\$96,423.00
After 20 years	\$96,968.00
After 25 years	\$97,519.00

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 \$2,800.00 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 fields in which the accreditation or certification is maintained.

ARTICLE XV
LONGEVITY

Section 1 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 XVI
INSURANCE

Section 1 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 - \$400/\$800 Deductible - 15% Employee Contribution

	Employer Monthly cost	Employee Monthly Cost	Employee cost Per Pay (26 pays)
Employee	\$533.49	\$80.02	\$36.93
Employee + Spouse	\$1,120.32	\$168.05	\$77.56
Employee + Child(ren)	\$746.88	\$112.03	\$51.71
Family	\$1,573.79	\$236.07	\$108.95

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

	Employer Monthly cost	Employee Monthly Cost	Employee cost Per Pay (26 pays)
Employee	\$501.68	\$50.17	\$23.15
Employee + Spouse	\$1,053.53	\$105.35	\$48.62
Employee + Child(ren)	\$702.35	\$70.24	\$32.42
Family	\$1,479.96	\$148.00	\$68.31

These rates will be in effect in 2019. 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 current Express Scripts plan, or substantially similar mail-in plan.

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. Employees shall contribute 10% of the dental plan as follows:

	Employer Monthly cost	Employee Monthly Cost	Employee cost Per Pay (26 pays)
Employee	\$27.36	\$2.74	\$1.26
Employee + Spouse	\$58.34	\$5.83	\$2.69
Employee + Child(ren)	\$67.43	\$6.74	\$3.11
Family	\$105.83	\$10.58	\$4.88

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

Employees shall contribute 10% of the vision plan as follows:

	Employer Monthly cost	Employee Monthly Cost	Employee cost Per Pay (26 pays)
Employee	\$6.71	\$0.67	\$0.31
Family	\$15.76	\$1.58	\$0.73

ARTICLE XVII
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 XVIII
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 XIX
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.

Section 2 When a position above the rank of Patrolman in the police department is abolished through layoff, and an incumbent Sergeant or Lieutenant has been permanently appointed, he shall be demoted to the next lower rank of Patrolman or Sergeant, and the youngest officer in point of service in the next lower rank shall be demoted, and so on down until the youngest person in point of service has been reached, who shall be laid off.

ARTICLE XX
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.

ARTICLE XXI
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 XXII
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 XXIII
"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 XXIV
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 XXV
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 XXVI
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, 2019 and shall remain in full force and effect until December 31, 2019. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2019, notice of such a desire shall be given prior to August 31, 2019. 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, 2019 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 _____ day of _____, 2019.

CITY OF BROOK PARK,

OHIO PATROLMEN' S BENEVOLENT
ASSOCIATION (SERGEANTS
AND LIEUTENANTS)

By: _____
Michael D. Gammella, Mayor

By: _____

By: _____

By: _____

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 4th day of April, 2005.

CITY OF BROOK PARK

OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION

By: _____

By: _____

CITY OF BROOK PARK Employee Contributions

2018 Vision Plan (no increase)				
Tier	Monthly Rates	10% Contribution	Per Pay (26 Weeks)	Per Pay Change
Single	\$501.68	\$50.17	\$23.15	\$2.84
EE + SP	\$1,053.53	\$105.35	\$48.62	\$5.97
EE + CH(ren)	\$702.35	\$70.24	\$32.42	\$3.98
Family	\$1,479.98	\$148.00	\$68.31	\$8.39

2018 Vision Plan (1% increase)				
Tier	Monthly Rates	15% Contribution	Per Pay (26 Weeks)	Per Pay Change
Single	\$533.49	\$80.02	\$36.93	\$4.54
EE + SP	\$1,120.32	\$168.05	\$77.56	\$9.59
EE + CH(ren)	\$746.88	\$112.03	\$51.71	\$6.95
Family	\$1,573.79	\$236.07	\$108.95	\$13.38

2018 Vision Plan (5% increase)				
Tier	Monthly Rates	10% Contribution	Per Pay (26 Weeks)	Per Pay Change
Single	\$27.36	\$2.74	\$1.26	\$0.09
EE + SP	\$58.34	\$5.83	\$2.69	\$0.19
EE + CH(ren)	\$67.43	\$6.74	\$3.11	\$0.22
Family	\$105.89	\$10.58	\$4.88	\$0.34

2018 Vision Plan (4% increase)				
Tier	Monthly Rates	10% Contribution	Per Pay (26 Weeks)	Per Pay Change
Single	\$6.71	\$0.67	\$0.31	\$0.01
Family	\$15.76	\$1.58	\$0.73	\$0.03

10 2-19-19 Finance
CA Proc 3-19-19
1st R _____
2nd R _____
3rd R _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH THE BROOK PARK FIREFIGHTERS ASSOCIATION,
LOCAL 1141, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO-CLC,
AND DECLARING AN EMERGENCY

WHEREAS, a contract between the City and the Brook Park Firefighters Association, Local 1141, has been negotiated by the Mayor and presented to Council; and

WHEREAS, said contract shall be effective January 1, 2019 through December 31, 2019.

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 Firefighters Association, Local 1141, effective January 1, 2019 through December 31, 2019, 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 the general fund no. 100, 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 Firefighters Association, Local 1141 had expired; therefore provided this Ordinance receives the affirmative vote of at least five (5) members of 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.

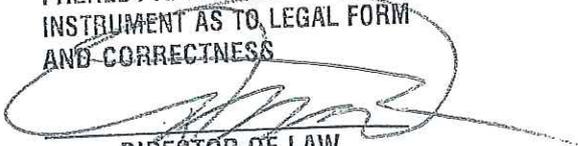
PASSED: _____

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 BROOK PARK FIREFIGHTERS ASSOCIATION, LOCAL 1141
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC

Effective: January 1, 2019
Expires: December 31, 2019



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AGREEMENT

This Agreement is hereby made and entered into by and between the City of Brook Park (hereinafter referred to as the "Employer") and Brook Park Firefighters Association, Local 1141, International Association of Firefighters, AFL-CIO, CLC (hereinafter referred to as the "Association")

ARTICLE I INTENT OF THE AGREEMENT

Section 1. The Employer has recognized the Association as the representative of employees of the Employer's Division of Fire, 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 fire protection and service during the term of this Agreement.

ARTICLE II RECOGNITION

Section 1. The Employer hereby recognizes the Association as exclusive representative for negotiating wages, hours of work and other terms and conditions of employment for all employees of the Employer's Division of Fire with the rank of Lieutenant or below, excluding all other employees of the Employer.

Section 2. When Council establishes any new rank below that of Lieutenant, the salary for such position shall be established through negotiations by the parties. If the parties are unable to agree upon the new rate within thirty (30) days after creation of the rank, Council will establish such salary. If the Association disagrees with the salary set by Council, the issue shall be subject to the grievance-arbitration procedure of Article VIII of this Agreement beginning with the Mayor's level.

ARTICLE III MANAGEMENT RIGHTS

Section 1. The City shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the right to hire, transfer, discipline and discharge, lay off and promote; to promulgate and enforce reasonable work rules; to reorganize, discontinue or enlarge any operation, to introduce new equipment, methods of performing work or facilities; to determine the size, duties and qualifications of the work force, and work schedules.

However, all the rights of the City are subject to and limited by the terms of this Agreement.

ARTICLE IV
UNION MEMBERSHIP, MEETINGS AND DUES

Section 1. The Employer agrees to deduct from a specific payroll to be determined by the Employer dues, fees and assessments, in an amount certified to be current by the secretary/treasurer of the Association, from the pay of those employees who individually authorize in writing that such deductions be made. The total amount of deductions shall be remitted within seven (7) days of the deduction by the Employer to the secretary/treasurer of the Association in the full amount deducted.

New Employees who do not become members within thirty-one (31) days following the beginning of their employment may voluntarily consent to pay a fair share fee as a voluntary contribution toward administration of the agreement. An employee is not required to pay fair share fees unless he voluntarily consents to do so and the Union shall provide the Employer with evidence that the employee voluntarily consents to pay fair share fees through payroll deduction. Voluntary fair share fees shall be deducted and remitted during the same period of dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction.

There shall be no discrimination, interference, restraint or coercion by the Employer or Union against any employee for his lawful activity on behalf of membership or lack of membership in the Association.

The Employer shall not interfere with or prevent a meeting of any of the members and their guests on Employer property for Association business if said meeting time and place shall be presented to and approved by the Chief, approval of which shall not be unreasonably withheld.

ARTICLE V
ASSOCIATION REPRESENTATION

Section 1. The parties recognize that it may be necessary for an employee representative of the Association to leave a normal work assignment while acting in the capacity of representative. The Association recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer above the rank of lieutenant in charge of the shift. The Employer will compensate a representative at the normal rate for time spent in the good-faith processing of grievances through the Director of Public Safety in the grievance procedure, 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. The Employer agrees to credit the Association January 1st each year, one hundred and twenty (120) hours for Association business use. Such time shall be used at the time designation of the Association President and will be for, but not limited to, meetings, seminars or conferences. All time is subject to the approval of the Safety Director. This time can only be

used in the calendar year it is given and at no time will exceed the one hundred and twenty (120) hours.

ARTICLE VI
NO STRIKE

Section 1. No Strike. Neither the Association 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 may be grounds for discipline. The Association 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 Association 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 the Agreement, unlawful and not sanctioned or approved of by the Association. The Association shall advise the employees to return to work immediately.

Section 3. Lockout. The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE VII
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 Association prior to leaving the premises.

Section 2. Disciplinary action taken by the Employer shall be for just cause.

Section 3. Any disciplinary action against a non-probationary employee shall be processed in accordance with the grievance/arbitration procedure noted in Article VIII of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

ARTICLE VIII
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definitions. (A) A "grievance" is a dispute or difference between the Employer and the Association or the Employer and an employee concerning the interpretation or application of any provision of this Agreement.

(B) For the purpose of this Article, "working days" means Monday through Friday, excluding legal holidays.

Section 2. Grievance Procedure. (A) **Step 1.** An employee who has a grievance shall reduce the grievance to writing with details and remedy requested, and submit to the Fire Chief on forms provided by the Employer within seven (7) working days after the events occur which give rise to the grievance.

(B) **Step 2.** The Chief will meet with the employee and with representatives of the Association within seven (7) working days of the receipt of the grievance and will provide the Association 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 seven (7) working days of the receipt of the Step 2 answer. The Director will meet with the employee and with representatives of the Association within seven (7) working days of the receipt of the grievance and will provide the Association with a written answer within five (5) 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 seven (7) working days of the receipt of the Step 3 answer. The Mayor, or his designee, shall respond in writing within ten (10) working days of the receipt of the appeal.

(E) **Step 5.** If the grievance is not satisfactorily settled at Step 4, the Association may submit the grievance to arbitration by notice to the Employer within fifteen (15) working days of the Step 4 answer. The hearings will be conducted pursuant to the Rules of the American Arbitration Association. Fees and expenses of the arbitrator so selected will be shared equally by the parties.

Section 3. 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.

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 Association; provided that the withdrawal of any grievances at any stage shall not be prejudicial to the positions of the parties as they relate to that grievance or any future grievance.

ARTICLE IX **DUTY HOURS**

Section 1. The Fire Chief shall divide the uniform force into not less than three (3) platoons. Where the uniform force is so divided into three (3) platoons, the Fire Chief shall keep a platoon of the uniform force on duty twenty-four (24) consecutive hours, after which the platoon serving twenty-four (24) hours shall be allowed to remain off duty for at least twenty-four (24) consecutive hours, except in cases of extraordinary emergency. Each individual member of the platoon, in addition to receiving a minimum of twenty-four (24) hours off duty in each period of forty-eight (48) hours, shall receive an additional period of twenty-four (24) consecutive hours off duty, and such other additional time off duty so that in each period of twenty-one (21) days no individual member shall be on duty more than a total of one hundred forty-four (144) hours. The Chief shall arrange the schedule of working hours to comply with this Article. (Except for the fire prevention officer who shall work a forty (40) hour work week).

ARTICLE X **OVERTIME**

Section 1. When a full time employee is required to work in excess of the employee's regularly scheduled work hours under Article IX of this Agreement, such employee shall receive an overtime payment at the rate of one and one-half (1 ½) times the employee's regular rate of pay for each hour worked based on a forty-eight (48) hour workweek. Court time will be paid on an hour-for-hour basis, a minimum of two (2) hours' pay for each such appearance, providing such time does not abut the employee's regularly scheduled work day. Emergency callback overtime shall be paid at a forty (40) hour rate.

Section 2. Compensatory Time. Employees shall be eligible to receive either compensatory time or overtime at the rate of time and one-half (1 ½) as noted above. Employees may accumulate no more than two hundred and forty (240) hours of compensatory time subject to a maximum annual use as set forth below. Employees eligible for such time shall have the right to receive overtime pay or compensatory time. However, when an employee accumulates two hundred and forty (240) hours of compensatory time, he/she must take overtime pay at the applicable rate of pay for that year.

Employees shall be permitted to actually use an annual limit of one hundred and twenty (120) hours and may carry over a maximum of one hundred and twenty (120) hours into the next calendar year. Usage of compensatory time must be in minimum increments of two (2) hours, unless the usage is at the start or completion of a shift.

Finally, the use of compensatory time may not create an overtime situation elsewhere in the department.

Employees shall be able to cash out the actual dollar amount for accumulated compensatory time on a quarterly basis, on March 1st, June 1st, September 1st and December 1st of each year, provided the following conditions are met:

- a) Requests will be made to the Finance Division thirty (30) days prior to the payout; and
- b) Employees may cash out up to one hundred and twenty (120) hours of accumulated compensatory time each payout period in whole hour increments; and
- c) Payouts will be made only for compensatory time accumulated more than two (2) pay periods prior to the payout; and
- d) Payouts of accumulated compensatory time shall be non-pensionable as set forth in the Police and Fire Pension statute and Administrative Code Rules.

Section 3. Paramedics taking continuing education classes will receive overtime pay or that option compensatory pay for time spent in class.

Section 4. Overtime will be computed by including all items such as longevity, cost-of-living and extra training pay.

Section 5. Upon separation or retirement of an employee, such employee shall be compensated for any unused compensatory time which has accrued to the benefit of that employee within thirty (30) days of that employee's separation or retirement.

Section 6. An employee called in for duty at a time not contiguous to the employee's scheduled shift shall be entitled to a minimum of three (3) hours overtime compensation

ARTICLE XI **LEAVES**

Section 1. Sick Leave. Each employee shall be credited with sick leave at the rate of thirteen (13) 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 or 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 (1) 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 a physician's certificate shall be grounds for disciplinary action and/or 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 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 1440 hours (1/2 of 2880 hours equal 1440 hour 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 hired before December 31, 1994 and who has a minimum of 1500 hours of sick leave in 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. Attached will be a listing of eligible employees for this payout under this provision, section 2(b). Such conversion shall take place as soon as possible after the effective date of retirement, but not later than thirty (30) days thereafter. Current employees who were hired after December 31, 1994 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 1440 hours).

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

Section 3. 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 sick 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.

Section 4. 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, children, stepchildren, brother, sister, mother-in-law, father-in-law, grandparent or legal guardian within the family environment. The employee will be granted twenty-four (24) working hours

leave. To be eligible, the employee must notify the Employer in the manner it will establish, and attend the funeral or equivalent event. Failure to do so or misrepresentation of the facts relating to funeral leave shall be grounds for disciplinary action, and/or discharge. Ninety-six (96) hours of leave shall be granted to a member of the Department whose spouse or child dies. An employee may request the use of sick leave for additional time to attend a funeral and the Employer will approve the use at its discretion.

Section 5. Jury Duty Leave. Any full-time member of the Division of Fire 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. The employee who is serving jury duty shall be provided relief from all station or normal duties while on jury duty.

Section 6. Wage Continuation Leave. All employees are subject to the wage continuation provisions of the Employer's Wage Continuation/Transitional Work Policy which is on file at the Human Resources Commissioner's Office. Employees may at their discretion participate in transitional work as contained in that policy.

Section 7. Sick Leave Bonus. Any employee who does not utilize any paid sick leave for a period of three (3) consecutive months shall be entitled to twelve (12) hours of compensation. At the employee's option, this compensation is to be twelve (12) 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. The consecutive months periods shall be 1) January, February, March; 2) April, May, June; 3) July, August, September; and 4) October, November, and December.

ARTICLE XII **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. Vacation shall be taken at a time mutually convenient to the Employer and the employee. During the vacation selection process, employees shall be permitted to "float" six (6) vacation days into the calendar year in which they shall be taken, or subject to the terms of Section 4 of this Article. All vacation shall be picked first by rank and then proceed by seniority.

<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 15 years	5 weeks
After 20 years	6 weeks

Any member that is eligible to receive the sixth (6th) week of vacation will have the option of receiving a week's pay in lieu of either utilizing or banking the sixth (6th) week. This payment option shall be decided by October 15th and the payment will be made concurrent with the first pay period in November and shall be separate and distinct from any other compensation.

Section 2. Compensation for vacation shall be based upon forty-eight (48) hours of pay at the employee's regular 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 of 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 Fire may accumulate up to three (3) times annual vacation, provided that in no event shall such accumulation exceed twelve (12) weeks. Accrued vacation time in excess of 12 weeks and carried over into the following calendar year shall be forfeited.

Accrued vacation hours shall be paid upon separation at the employee's current hourly rate at the time of retirement within thirty days of retirement. In the event of an employee's death, the payment shall be made to the estate of the employee. An employee may use their banked vacation time if they are following FMLA guidelines.

ARTICLE XIII **HOLIDAYS**

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

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

The line division employees shall receive holiday leave, with regular compensation, in the amount of one hundred forty-four (144) hours holiday leave, which shall be scheduled on the days chosen by the employee.

Section 2. Holiday leave shall be scheduled off after all vacation leave has been apportioned, and shall be selected according to seniority. Holiday leave shall be taken in not less than two (2) hour increments. No more than a total of three (3) employees shall be allowed off on vacation, holiday, or C Days at the same time.

Section 3. 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 X, 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.

Section 4. All holiday leave not taken prior to December 31st of each year up to a maximum of one hundred forty-four (144) hours, shall be compensated in cash money in the second pay period in January, and such payment shall be separate and distinct from any other regular compensation. The one hundred forty-four (144) hours cash out can be reduced by a deduction for sick leave usage over forty-eight (48) hours in the calendar year. (This means: if someone uses more than forty-eight (48) hours of sick leave annually, the maximum cash out of one hundred forty-four (144) hours will be reduced on an hour for hour basis for all sick leave hours used in excess of the forty-eighth (48th) hour per year. The hours that cannot be cashed out due to the use of more than forty-eight (48) hours are available for use.)

Section 5. Upon separation or retirement of an employee, such employee shall receive, in cash money, compensation for any unused holiday leave which has accrued to the benefit of that employee.

ARTICLE XIV
COMPENSATION

Section 1. The annual salary paid to Fire Fighters shall be as follows:

FF/EMT-Certified	2.25% Effective 1/1/19
Start	\$50,395
After 12 months	\$54,594
After 24 months	\$59,844
After 36 months	\$65,478
After 48 months	\$71,797

FF/Paramedic Certified	2.25% Effective 1/1/19
Start	\$54,188
After 12 months	\$58,705
After 24 months	\$64,349
After 36 months	\$69,993
After 48 months	\$76,082

Section 2. Fire Prevention Officer (FPO) The employer will maintain a thirteen (13%) percent differential above Firefighter/Paramedic or Firefighter/EMT, whichever is applicable. The pay schedule for the Fire Prevention Officer (FPO) shall be:

Fire Prevention Officer Eleven percent (13%)	2.25% Effective 1/1/19
Firefighter/EMT	\$81,131
Firefighter/Paramedic	\$85,973

Section 3. Lieutenant The Employer will maintain a sixteen (16%) percent differential above Firefighter/Paramedic or Firefighter/EMT, whichever is applicable. The pay schedule for Lieutenant shall be:

Lieutenant Fourteen percent (16%)	2.25% Effective 1/1/19
Firefighter/EMT	\$83,285
Firefighter/Paramedic	\$88,255

In addition to the above salaries, 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.

After 5 years	\$560.00
After 10 years	\$1,271.00
After 15 years	\$1,986.00
After 20 years	\$2,697.00
After 25 years	\$3,410.00

Section 4. Officer in Charge. The one (1) Lieutenant who actually is present and serves as the shift officer in charge shall receive an additional three (3%) percent premium per shift which will be added to their regular rate of pay. A junior Lieutenant who is normally assigned to that shift has preference and will be assigned as shift officer for purposes of this pay stipend even though a senior lieutenant from another shift is working due to shift trade, such time or otherwise.

Section 5. Break in Service. Any break in service by an employee will result in a forfeiture of all accumulated longevity time. Break in service shall mean retirement or resignation by an employee or termination by the Employer which is final.

Section 6. Extra Training Pay.

(a) All full-time employees who have completed the firefighter Level II and/or forty-four (44) college credit hours with a grade of "C" or better in each course shall receive one (1%) percent of his/her salary in addition to their annual salary as an incentive for completing such courses.

(b) All full-time employees who have received an associate, bachelor's, or master's degree shall receive two (2%) percent of his/her salary in addition to their annual salary as an incentive for completing such courses.

(c) The payment referred to in paragraphs (A) and (B) 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. Such payment shall be made separate and distinct from any other regular compensation to be received. If an employee receives a one (1%) percent payment in July of any year and later in the same year qualifies for a two (2%) percent payment for receipt of a degree under paragraph (B), the employer shall pay the individual an additional one (1%) percent upon receipt of such degree.

(d) The maximum payment per year for any employee under this Section will be two (2%) percent of his or her annual salary.

(e) 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 Fire Chief, 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 City 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 class, or prior to termination of employment with the City of Brook Park, whichever occurs earlier.

(f) 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 Fire Chief of, who shall determine the validity of such evidence presented by the employee.

(g) Any employee shall be given the opportunity to discontinue his paramedic card based on seniority of paramedic certification. The paramedic with the most time served as a paramedic shall be given the first opportunity to be able to discontinue his paramedic card, provided that this procedure will not result in an excessive amount of overtime. However, this process shall have no bearing on the status of EMT cards, which will be maintained in accordance with Departmental policy.

Section 7. Professional Pay

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:

ACLS
ITLS
Fire Safety Inspector

BLS
PALS
HAZ-MAT Awareness

CPR

shall be paid an annual professional wage supplement in the amount of \$2,800. Employees shall maintain accreditation in three (3) of the above fields, respectively, under professional guidelines and requirements established by the State of Ohio or the Fire Chief 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.

ARTICLE XV INSURANCE

Section 1. Hospitalization Insurance. Eligible employees will have the opportunity to participate in Employer's generally promulgated hospitalization and health insurance plans on the same cost structure as the Employer's other bargaining units, subject to the terms of the applicable plan or plans, as amended from time to time.

Section 2. 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 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 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 4. 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

Section 5. Employee Premiums. Employees shall be subject to and pay the hospitalization, dental and vision premium payments as set forth in Appendix A.

ARTICLE XVI CLOTHING ALLOWANCE

Section 1. Employees, except those in the fire prevention department, shall be provided a clothing allowance of one thousand, one hundred (\$1,100.00) dollars annually. Such payment shall be made in January of each year.

ARTICLE XVII MISCELLANEOUS

Section 1. Medical Examination. 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 provisions 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.

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 for 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. Officer/Paramedic on Duty. When needed, as determined by the Fire Chief, the Employer will call in paramedic and officer replacements.

Section 5. Payroll Deductions. The Employer will allow payroll deduction to Firefighter's "Community Credit Union" and other appropriate accounts as designated by the Association, upon agreement by the Employer.

Section 6. Disciplinary Notice. A disciplinary notice may remain in an employees' personnel folder for two (2) years in those cases where the disciplinary action is not a suspension and four (4) years in those cases where the disciplinary action is a suspension, providing there is no intervening disciplinary action during such time period. Once removed from the file, the disciplinary action may not be used in subsequent disciplinary cases.

Section 7. Promotions. The Employer will provide the Union one (1) set of promotional materials which will be made accessible at the main fire station for employees to review in preparation for promotional examinations. All applicants who successfully pass the promotional examination shall be required to pass a psychological examination and be subject to evaluation as to supervisory ability at an approved Assessment Center. The purpose of such examination and assessment is to determine whether or not a successful candidate is capable of making command decisions. Such test and assessment will be administered within twenty (20) days after determining the successful candidate. The Employer shall administer the test through a psychologist of its own choosing. An assessment shall be through an independent Assessment Center. In the event of an adverse report, the candidate may challenge the Employer's psychologist's determination through a physician or neutral assessment center of his/her choosing. If there is a conflict in opinions, the parties shall select a competent psychologist or assessment center who/ that specializes in testing or assessments for a final and binding evaluation. The losing party shall pay the full cost of the examination. The psychological examination and/or assessment examination shall have no effect upon the score of the examination.

The total score utilized for the purpose of determining promotions will include the raw test score of each individual plus points based upon seniority. Evaluations will have no impact on the total score.

During the promotional probationary period, the employee shall be allowed to request a voluntary demotion for reasonable or good cause. The Employer shall not unreasonably deny such request.

Section 8. Selection of C Days. Selection of C Days shall proceed by seniority alone without regard to rank. Employees may, at the Chief's discretion, be permitted to exchange C-Days within a work cycle if no other employee is scheduled for that C-Day selection and such exchange will not result in any overtime payments.

Section 9. Health and Safety Committee. There shall be a Health and Safety Committee consisting of four (4) members, two (2) of which will be appointed by the Union and two (2) of which will be appointed by the Employer. The Health and Safety Committee will meet quarterly, or more or less often by mutual consent, and such meeting shall be scheduled at a time mutually convenient to both parties. The purpose of these meetings will be to discuss problems and objectives of mutual concern regarding health and safety conditions within the Fire Department but shall not serve as a forum for grievance presentation.

Section 10. New Hire Probationary Period. The new hire probationary period shall be one (1) year.

Section 11. Severance Benefits. An employee who retires has the option to receive sick leave conversion payments, holiday leave pay and accrued unused leave within thirty (30) days upon retirement or in installments over the following three (3) calendar years.

ARTICLE XVIII **LABOR MANAGEMENT COMMITTEE**

Section 1. It is agreed by and between the Employer and the Association 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 Fire and two (2) representatives of the Association. 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 Association 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 XIX **PENSION "PICK UP" PAYMENTS**

Section 1. There shall be a pension "pick up" plan in which 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 rising 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 XX **SHIFT EXCHANGE**

Section 1. Non-probationary employees shall have the right to exchange shifts, when the change does not interfere with the operation of the Fire Department. Exchanges may be for the entire twenty-four (24) hour shift or any part thereof, in minimum increments of two (2) hours,

unless the exchange is at the start or completion of a shift. Probationary employees may trade time at the discretion of the Chief.

Section 2. Shift exchanges shall not exceed three hundred sixty (360) hours in a year.

Section 3. Shift exchange shall not leave the Employer with less than three (3) paramedics and/or one (1) shift officer scheduled for that day.

Section 4. Shift exchange shall not result in any overtime compensation for any employee.

Section 5. Hours traded are defined as the number of hours that a firefighter is away from their own shift.

Section 6. Exceptions to these mandates can be granted at the discretion of the Chief of Fire depending on extenuating circumstances.

ARTICLE XXI **FIRE PREVENTION BUREAU**

Section 1. The Bureau shall be under the supervision of the Chief of Fire. Any employee within the Bureau will be referred to as a Fire Prevention Officer.

Section 2. Employees in the Bureau of Fire Prevention shall work forty (40) hours per week. The normal forty (40) hour workweek shall be comprised into four (4) ten (10) hour workdays per week. The non-working fifth day of the normal Monday through Friday workweek shall be determined by the Chief of Fire for each employee. The workday hours shall be scheduled by the Chief of Fire.

Section 3. Employees in the Bureau of Fire Prevention shall be entitled to ten (10) hours of paid holidays for each of the holidays provided by this Agreement. Additionally, employees assigned to the Bureau shall receive three (3) personal days off of ten (10) hour shifts which must be scheduled within the calendar year.

Employees may voluntarily work on Martin Luther King Day, President's Day and/or Veteran's Day holidays and exchange those holidays for other days off during the year mutually convenient and agreeable to the employee and the Fire Chief. In the event the employee elects to voluntarily work on any of the three (3) holidays contained in this Agreement, the parties agree such day shall consist of ten (10) hours for such staff employees. Moreover, the parties explicitly agree that the provisions for overtime pay for employees who work, on a holiday shall not be applicable to any Fire Prevention Bureau employee who voluntarily elects to switch the holiday and such three (3) holidays worked in this Agreement would be at the Fire Prevention Bureau employee's straight time rate of pay.

Section 4. Employees in the Bureau of Fire Prevention shall be credited with sick leave of ten (10) hours for each month of service.

Section 5. All earned overtime by the employee beyond the normal forty (40) hour work week shall be governed by the overtime provision of the Agreement.

Section 6. Employees in the Bureau of Fire Prevention shall be provided with a clothing allowance of one thousand two hundred (\$1,200.00) dollars payable in January of each year.

Section 7. Employees in the Bureau of Fire Prevention shall be governed by all other provisions of the Agreement other than those specified within this Article.

Section 8. Employees shall be allowed to schedule their vacations/personal days in not less than two (2) hour segments.

Section 9. The Fire Prevention Officer who maintains paramedic certification shall be granted one thousand five hundred (\$1,500.00) dollars annually, divided into the bi-weekly pay.

ARTICLE XXII **SAVINGS CLAUSE**

Section 1. In the event any one (1) or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court of 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 Association will, at the request of either party hereto, promptly enter into negotiations relative to the particular provision deemed invalid or unenforceable.

ARTICLE XXIII **MINIMUM MANNING**

Section 1. As long as the City continues to operate the current number of fire stations, the Employer shall maintain a schedule of not less than seven (7) fire fighters to be on duty and to be assigned fire fighter/paramedic duties.

ARTICLE XXIV **DURATION OF AGREEMENT**

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Association and except as otherwise noted herein shall become effective on January 1, 2019, and shall remain in full force and effect until December 31, 2019, unless mutually agreed otherwise by the Employer and Union. If either the Employer or the Association desire to modify or negotiate a successor Agreement, it shall serve a written Notice to Negotiate as mandated by O.R.C. 4117.14(B)(1)(a) and O.A.C. 4117-9-02(A) upon the other party and file a copy with SERB on or before November 1st of the final year of this Agreement. If no Notice to Negotiate is served on the other party before this date by either the Employer or the Association, this Agreement shall remain in full force and effect for the entire year subsequent to the expiration date of this Agreement.

ARTICLE XXV
ME TOO

Effective for the duration of this Agreement any wage or benefit that is given or awarded to any other safety force shall be offered to the Union.

ARTICLE XXVI
EXECUTION

Section 1. This Agreement is hereby executed this ____ day of _____, 2019.

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

Michael D. Gammella Mayor

CITY OF BROOK PARK
Employee Contributions

2018-2019 Plan			
Tier	Monthly Rates	10% Contribution	Per Pay (26 Weeks)
Single	\$440.07	\$44.01	\$20.31
EE + SP	\$924.15	\$92.42	\$42.65
EE + CH(ren)	\$616.10	\$61.61	\$28.44
Family	\$1,298.21	\$129.82	\$59.92

Monthly Rates	10% Contribution	Per Pay (26 Weeks)	Per Pay Change
\$501.68	\$50.17	\$23.15	\$2.84
\$1,053.53	\$105.35	\$48.62	\$5.97
\$702.35	\$70.24	\$32.42	\$3.98
\$1,479.96	\$148.00	\$68.31	\$8.39

2018-2019 Plan			
Tier	Monthly Rates	15% Contribution	Per Pay (26 Weeks)
Single	\$467.97	\$70.20	\$32.40
EE + SP	\$982.74	\$147.41	\$68.04
EE + CH(ren)	\$655.16	\$98.27	\$45.36
Family	\$1,380.52	\$207.08	\$95.57

Monthly Rates	15% Contribution	Per Pay (26 Weeks)	Per Pay Change
\$583.49	\$80.02	\$36.98	\$4.54
\$1,120.32	\$168.05	\$77.56	\$9.53
\$746.88	\$112.03	\$51.71	\$6.95
\$1,573.79	\$236.07	\$108.95	\$13.98

2018 Dental Plan			
Tier	Monthly Rates	10% Contribution	Per Pay (26 Weeks)
Single	\$25.45	\$2.55	\$1.17
EE + SP	\$54.27	\$5.43	\$2.50
EE + CH(ren)	\$62.73	\$6.27	\$2.90
Family	\$98.45	\$9.85	\$4.54

Monthly Rates	10% Contribution	Per Pay (26 Weeks)	Per Pay Change
\$27.36	\$2.74	\$1.26	\$0.09
\$58.34	\$5.83	\$2.99	\$0.19
\$67.43	\$6.74	\$3.11	\$0.22
\$105.83	\$10.58	\$4.88	\$0.34

2018 Vision Plan			
Tier	Monthly Rates	10% Contribution	Per Pay (26 Weeks)
Single	\$6.45	\$0.65	\$0.30
Family	\$15.15	\$1.52	\$0.70

Monthly Rates	10% Contribution	Per Pay (26 Weeks)	Per Pay Change
\$6.71	\$0.67	\$0.31	\$0.01
\$15.76	\$1.58	\$0.73	\$0.03



City of Brook Park

Thomas J. Coyne Mayor

To: Matthew Wright
President Local 1141

From: Mayor Thomas J. Coyne, Jr.

Subject: Eligibility for benefits under Article XI, Section 2
"Conversion of Unused Sick time" January 1, 2017 to December 31, 2018

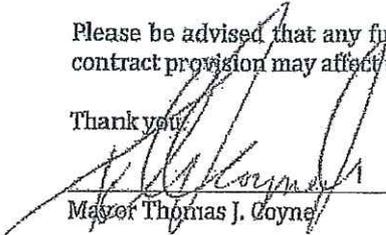
Date: May 1, 2017

Fire Fighter Wright,

This memorandum confirms that given the current contract language contained in the IAFF and City of Brook Park CBA, Article XI Section 2, there are only two (2) members of the bargaining unit eligible to receive the benefit of receiving $\frac{1}{2}$ of all their accumulated unused sick time without limit upon separation from the City of Brook Park. They are Lieutenant Mark Higgins and Lieutenant Eric Fike.

Please be advised that any future amendments and/or revisions to the above referenced contract provision may affect their eligibility to receive this benefit.

Thank you.


Mayor Thomas J. Coyne

Brook Park City Hall
6161 Engle Road
Brook Park, Ohio 44142
P (216) 433-1300 ♦ F (216) 433-1511

CITY OF BROOK PARK, OHIO

P/C 2-19-19 Finance
CA PR102 3-19
1st R _____
2nd R _____
3rd R _____
N/C _____

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

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 adjustments 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 2017 through 2019 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 2017 through 2019 shall remain in effect until duly changed.

SECTION 3: The "Salary Schedule 2016-2018" as enacted by Ordinance 10021-2016, passed May 10, 2016 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

DATE


DIRECTOR OF LAW

SALARY SCHEDULE

Ordinance	Title
121.02 (b)	Clerk Of Council
121.03 (b)	Assistant Clerk Of Council
121.08 (b)	Part Time Assistant Clerk of Council
131.03 (b)	Executive Assistant to the Mayor
131.06 (b)	Temporary Clerical
131.07 (a)	C.O.E. Assistant Office Clerk
131.08 (c)	Commissioner of Admin. Services (H.R.)
131.09 (c)	Clerk of Mayor's Court
131.11 (d)	Commissioner of Purchasing
131.13 ©	Commissioner of Economic Development
133.02 ©	Assistant Law Director
133.03 ©	Administrative Assistant to the Law Director
133.061 ©	Part Time Assistant Law Director-Class #2
133.07 (b)	Law Department Clerk
133.062	Assistant Law Director- Class #3
137.02 (b)	Assistant Finance Director
139.01 (b)	Director of Public Safety
139.07 ©	School Crossing Guards
139.11	Safety Forces High Risk Board
140.03 (b)	Electrical Inspector
140.04 (b)	Plumbing Inspector
141.03 (a)	Police Chief
141.03 (a)	Police Captain
142.07 ©	Auxiliary Police
143.03 (a)	Fire Chief
143.03 (a)	Assistant Fire Chief
145.01	Director of Public Service
145.15 (b)	Summer Grass Cutters
146.08 ©	Part Time Asst. of Public Prop. (PT Janitors)
147.01 (g)	Commissioners of Parks and Playgrounds *
147.02 ©	Director of Recreation
147.08 (b)	Playground Supervisor

PRIOR		PRIOR
2017 Minimum	2017 Maximum	
\$54,900.06	\$65,304.06	
\$41,392.69	\$51,796.69	
\$10.40	\$17.23	
\$62,506.30	\$72,910.30	
\$10.40	\$17.23	
\$10.00	\$12.14	
\$70,966.53	\$81,370.53	
\$52,649.73	\$63,053.73	
\$0.00	\$0.00	
\$76,157.95	\$86,561.95	
\$39,931.73	\$50,335.73	
\$52,649.73	\$63,053.73	
\$12,484.80	\$31,711.64	
\$10.40	\$17.23	
\$59,431.78	\$69,835.78	
\$76,537.03	\$86,561.28	
\$88,757.95	\$99,161.95	
\$7,828.76	\$9,786.46	
\$0.00	\$0.00	
\$20,385.54	\$20,385.54	
\$20,385.54	\$20,385.54	
\$93,290.33	\$110,160.00	
\$86,506.25	\$103,020.00	
\$13.00	\$19.52	
\$93,290.33	\$110,160.00	
\$86,506.25	\$103,020.00	
\$88,757.95	\$99,161.95	
\$10.00	\$12.63	
\$10.00	\$12.38	
\$1,200.00	\$1,200.00	
\$80,799.94	\$91,203.94	
\$10.00	\$15.30	

2.00%		2.00%
2018 Minimum	2018 Maximum	
\$55,998.06	\$66,610.14	
\$42,220.54	\$52,832.62	
\$10.61	\$17.57	
\$62,506.30	\$72,910.30	
\$10.61	\$17.57	
\$10.20	\$12.38	
\$70,966.53	\$81,370.53	
\$53,702.73	\$64,314.81	
\$0.00	\$0.00	
\$76,157.95	\$86,561.95	
\$40,730.37	\$51,342.45	
\$53,702.73	\$64,314.81	
\$12,734.50	\$32,345.88	
\$10.61	\$17.57	
\$60,620.41	\$71,232.49	
\$78,067.77	\$88,292.51	
\$88,757.95	\$99,161.95	
\$7,985.34	\$9,982.19	
\$0.00	\$0.00	
\$20,793.25	\$20,793.25	
\$20,793.25	\$20,793.25	
\$95,156.14	\$112,363.20	
\$88,236.37	\$105,080.40	
\$13.26	\$19.91	
\$95,156.14	\$112,363.20	
\$88,236.37	\$105,080.40	
\$88,757.95	\$99,161.95	
\$10.20	\$12.88	
\$10.20	\$12.63	
\$1,224.00	\$1,224.00	
\$80,799.94	\$91,203.94	
\$10.00	\$15.61	

2.25%		2.25%
2019 Minimum	2019 Maximum	
\$57,258.01	\$68,108.87	
\$43,170.50	\$54,021.36	
\$10.85	\$17.97	
\$63,912.69	\$74,550.78	
\$10.85	\$17.97	
\$10.43	\$12.66	
\$72,563.27	\$83,201.36	
\$54,911.04	\$65,761.89	
\$0.00	\$0.00	
\$77,871.50	\$88,509.59	
\$41,646.80	\$52,497.65	
\$54,911.04	\$65,761.89	
\$13,021.02	\$33,073.66	
\$10.85	\$17.97	
\$61,984.37	\$72,835.23	
\$79,824.29	\$90,279.09	
\$90,755.00	\$101,393.09	
\$8,165.01	\$10,206.79	
\$0.00	\$0.00	
\$21,261.10	\$21,261.10	
\$21,261.10	\$21,261.10	
\$97,297.15	\$114,891.37	
\$90,221.69	\$107,444.71	
\$13.56	\$20.36	
\$97,297.15	\$114,891.37	
\$90,221.69	\$107,444.71	
\$90,755.00	\$101,393.09	
\$10.43	\$13.17	
\$10.43	\$12.91	
\$1,251.54	\$1,251.54	
\$82,617.94	\$93,256.03	
\$10.23	\$15.96	

SALARY SCHEDULE Ordinance Title	PRIOR		PRIOR	
	2017 Minimum	2017 Maximum	2018 Minimum	2018 Maximum
147.12 (b) Pool Lifeguard	\$10.00	\$15.30	\$10.00	\$15.61
147.12 (b) Lifeguard w/ Safety Instructor Card W.S.I.	\$10.00	\$15.30	\$10.00	\$15.61
147.13 (b) Front Counter Attendant	\$10.00	\$15.30	\$10.00	\$15.61
147.14 (b) Roving Supervisor	\$10.00	\$15.30	\$10.00	\$15.61
147.15 (b) Arts and Crafts Instructor	\$10.00	\$16.89	\$10.00	\$17.23
147.16 (b) Asst. Arts and Crafts Instructor	\$10.00	\$15.30	\$10.00	\$15.61
147.17 (b) Athletic Program Instructor	\$10.00	\$15.30	\$10.00	\$15.61
147.18 (b) Part Time Parks and Playground Instructor	\$10.00	\$15.30	\$10.00	\$15.61
147.20 © Part Time Concession Stand Supervisor	\$10.00	\$15.30	\$10.00	\$15.61
147.21 © Asst. Part-time Concession Stand Manager	\$10.00	\$15.30	\$10.00	\$15.61
147.23 © Recreation Building Attendant	\$10.00	\$15.30	\$10.00	\$15.61
147.28 © Recreation Cleaning Supervisor	\$10.00	\$15.30	\$10.00	\$15.61
147.28 © Recreation Cleaning	\$10.00	\$15.30	\$10.00	\$15.61
147.33(d) Commissioner of Leisure Time Activities	\$0.00	\$0.00	\$0.00	\$0.00
149.03 Civil Service Commission *	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
149.04 (c) Permanent Part-time Civil Service Secretary	\$15.61	\$21.65	\$15.92	\$22.08
149.06 (b) Civil Service Legal Advisor	\$17,650.26	\$17,650.26	\$18,003.27	\$18,003.27
1101.06 Planning Commission *	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
Board of Zoning Appeals *	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
1725.01 (a) Tax Review Board Member *	\$77,662.38	\$87,662.38	\$79,215.63	\$89,415.63
1729.02 (b) Director of Taxation	\$10.00	\$15.30	\$10.00	\$17.57
1729.06 (b) Assistant Part-time Tax Clerk	\$10.00	\$15.30	\$10.00	\$17.57
1929.05 (d) Permanent Part-time Tax Clerk	\$28,387.27	\$28,387.27	\$28,955.02	\$28,955.02
171.03 Magistrate Class I	\$10,404.00	\$14,565.60	\$10,612.08	\$14,856.91
171.04 Mediator	\$32,893.29	\$43,297.29	\$33,551.15	\$44,163.23
141.15 Full Time Jailer	\$15.00	\$21.65	\$15.00	\$22.08
141.16 Part Time Jailer	\$80,799.95	\$91,203.95	\$82,415.95	\$93,028.03
140.02 Building Commissioner	18.26	\$21.15	18.26	\$21.57
139.093 Part Time Clerks Safety Department				

	PRIOR		2.00%		2.25%	
	2017 Minimum	2017 Maximum	2018 Minimum	2018 Maximum	2019 Minimum	2019 Maximum
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$16.89	\$10.00	\$17.23	\$10.00	\$17.62
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
	\$15.61	\$21.65	\$15.92	\$22.08	\$16.28	\$22.58
	\$17,650.26	\$17,650.26	\$18,003.27	\$18,003.27	\$18,408.34	\$18,408.34
	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
	\$77,662.38	\$87,662.38	\$79,215.63	\$89,415.63	\$80,997.98	\$91,427.48
	\$10.00	\$15.30	\$10.00	\$17.57	\$10.00	\$17.97
	\$10.00	\$15.30	\$10.00	\$17.57	\$10.00	\$17.97
	\$28,387.27	\$28,387.27	\$28,955.02	\$28,955.02	\$29,606.50	\$29,606.50
	\$10,404.00	\$14,565.60	\$10,612.08	\$14,856.91	\$10,850.85	\$15,191.19
	\$32,893.29	\$43,297.29	\$33,551.15	\$44,163.23	\$34,306.05	\$45,156.90
	\$15.00	\$21.65	\$15.00	\$22.08	\$15.00	\$22.58
	\$80,799.95	\$91,203.95	\$82,415.95	\$93,028.03	\$84,270.31	\$95,121.16
	18.26	\$21.15	18.26	\$21.57	18.26	\$22.06

	PRIOR		2.00%		2.25%	
	2017 Minimum	2017 Maximum	2018 Minimum	2018 Maximum	2019 Minimum	2019 Maximum
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$16.89	\$10.00	\$17.23	\$10.00	\$17.62
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$10.00	\$15.30	\$10.00	\$15.61	\$10.00	\$15.96
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
	\$15.61	\$21.65	\$15.92	\$22.08	\$16.28	\$22.58
	\$17,650.26	\$17,650.26	\$18,003.27	\$18,003.27	\$18,408.34	\$18,408.34
	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
	\$77,662.38	\$87,662.38	\$79,215.63	\$89,415.63	\$80,997.98	\$91,427.48
	\$10.00	\$15.30	\$10.00	\$17.57	\$10.00	\$17.97
	\$10.00	\$15.30	\$10.00	\$17.57	\$10.00	\$17.97
	\$28,387.27	\$28,387.27	\$28,955.02	\$28,955.02	\$29,606.50	\$29,606.50
	\$10,404.00	\$14,565.60	\$10,612.08	\$14,856.91	\$10,850.85	\$15,191.19
	\$32,893.29	\$43,297.29	\$33,551.15	\$44,163.23	\$34,306.05	\$45,156.90
	\$15.00	\$21.65	\$15.00	\$22.08	\$15.00	\$22.58
	\$80,799.95	\$91,203.95	\$82,415.95	\$93,028.03	\$84,270.31	\$95,121.16
	18.26	\$21.15	18.26	\$21.57	18.26	\$22.06

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

P/C 3/5/19 Finance
Caucus *PRIOE 3/11/19*
1st R
2nd R
3rd R
B/C

CITY OF BROOK PARK, OHIO

RESOLUTION NO. _____

INTRODUCED BY: MAYOR GAMMELLA

A RESOLUTION
ACCEPTING THE RECOMMENDATIONS AND APPROVING THE MINUTES
OF THE HOUSING COUNCIL ON THE CITY OF BROOK PARK'S
COMMUNITY REINVESTMENT AREA (CRA) AGREEMENTS,
AND DECLARING AN EMERGENCY

WHEREAS, Council has received and reviewed the recommendations and minutes of the City's CRA abatements from the Housing Council; and

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

SECTION 1: The Council of the City of Brook Park hereby approves the following recommendations and minutes for the City's CRA Agreements made by the Housing Council:

All of the following CRA properties were determined to be in compliance:

16300 Snow Road
5187 West 148th Street
5171 West 148th Street
5250 West 137th Street
4985 West 150th Street
18301 Brookpark Road
6445 Terre Drive
5340 West 161st Street

SECTION 2: The Clerk of Council is directed to transmit a certified copy of this Resolution to: Ohio Development Services Agency, 77 South High Street, P.O. Box 1001, Columbus, OH 43216-1001, (Attn: John Wickham).

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to this

Resolution 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 actions 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 Resolution 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 to accept the recommendations and approval of the City's Housing Council; therefore, provided this Resolution receives the affirmative vote of at least (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: _____

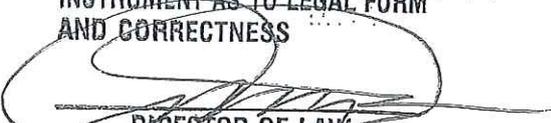
PRESIDENT OF COUNCIL

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 – 2019 CRA ANNUAL INSPECTION

Name	Number	Street	Type	Status/Findings
Terry L. Stafford Sr.	5171	West 148 th Street	CRA	Occupied No Violations
Brendan Francis Moore	5187	West 148 th Street	CRA	Occupied No Violations
Vinas LTD Liability Co (Holiday Inn)	16330	Snow Road	CRA	Occupied No Violations
Bogdan Real Estate LLC (Cuyahoga Machine)	5250	West 137 th Street	CRA	Occupied No Violations
RNR Family Enterprises LLC (Harley Davidson)	4985	West 150 th Street	CRA	Occupied No Violations
18301 Brookpark, LLC (Boss Pro Karting)	18301	Brookpark Road	CRA	Occupied No Violations
Claudia J. Kuharik	6445	Terre Drive	CRA	Occupied No Violations
West 161 Investment, LLC (E.L. Mustee)	5340	West 161 st Street	CRA	Occupied No Violations



**MINUTES FOR THE
CITY OF BROOK PARK
HOUSING COUNCIL MEETING
MARCH 28, 2018 – 4:00 pm**

I. Call to Order and Roll Call

Housing Officer Mayor Michael D. Gammella called the meeting to order at 4:00 pm and the following Members were present: Mayor Michael D. Gammella, Housing Officer; Randy Garner, Service Director; Scott Adams, Economic Development Commissioner; Carl Burgio, Councilman; Mitzi Anderson and Gloria Sensel Residential Appointments

II. Approval of Minutes from March 30, 2017, Meeting

Motion was made by Member Burgio and seconded by Member Anderson to approved minutes. All Members present voted Aye.

III. Review of the Agenda

Review of the Community Reinvestment Area (CRA) program was discussed by the Members. Inspection of all the CRA properties were conducted by Chris Corrigan, City of Brook Park Property Maintenance Inspector. The following CRA properties were determined to be in compliance:

- 5171 West 148th Street
- 5250 West 137th Street
- 4985 West 150th Street
- 18301 Brookpark Road
- 5340 West 161st Street
- 6445 Terre Drive

Motion was made by Member Adams and second by Member Burgio to certify all CRA properties were determined to be in compliance. All Members present voted Aye. This legislation will be forwarded to City Council for a resolution to adopt the recommendations of the Housing Council.

IV. Adjournment

Meeting was adjourned at 4:05 pm.