

NOTICE
SPECIAL MEETING OF COUNCIL

Clerk's Office, Brook Park, Ohio

July 7, 2021

TO: COUNCILMEMBERS TROYER, MENCINI, ORCUTT, SCOTT, SCHMUCK, POINDEXTER,
SALVATORE, COUNCIL PRESIDENT VECCHIO, MAYOR GAMMELLA, LAW DIRECTOR
HORVATH, AND FINANCE DIRECTOR CINGLE

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

XXX COUNCIL MEETING CAUCUS MEETING

XXX EXECUTIVE SESSION OTHER (Specify)

Such special meeting will accordingly be held on THURSDAY the 8th day of
JULY, 2021, AT 7:00 P.M. at the place of holding regular meetings. (*Refer to Rules of
Council, No. 4, if applicable.)

A. ROLL CALL OF MEMBERS:

B. PLEDGE OF ALLEGIANCE:

NOTE: EXECUTIVE SESSION - Mayor Gammella - COLLECTIVE BARGAINING MATTERS:

**J. OTHER COMMUNICATIONS, PETITIONS AND VERBAL APPROVAL: INTRODUCTION
OF NEW LEGISLATION:**

SEE ATTACHED SHEET

K. MISCELLANEOUS BUSINESS, APPOINTMENTS, CONFIRMATIONS:

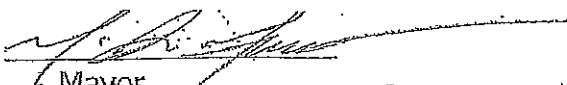

SEE ATTACHED SHEET

L. REMARKS FROM THE AUDIENCE ON SUBJECT MATTER ON THIS AGENDA ONLY:

M. INTRODUCTION OF ORDINANCES AND RESOLUTIONS: FIRST READING:

SEE ATTACHED SHEET

P. ADJOURNMENT


Mayor

Clerk of Council

J. OTHER COMMUNICATIONS, PETITIONS AND VERBAL APPROVAL:

INTRODUCTION OF NEW LEGISLATION:

1. 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.

K. MISCELLANEOUS BUSINESS, APPOINTMENTS, CONFIRMATIONS:

Miscellaneous business:

1. RESOLUTION NO. 35-2019, TO EXTEND THE MORATORIUM ON THE GRANTING OF BUILDING PERMITS OR CERTIFICATES OF OCCUPANCY FOR ANY BUILDING, STRUCTURE, USE OR CHANGE OF USE THAT WOULD ENABLE THE CULTIVATION, PROCESSING OR RETAIL SALE OF MEDICAL MARIJUANA FOR A PERIOD NOT TO EXCEED TWELVE MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION, IN ORDER TO ALLOW THE CITY ADMINISTRATION, COUNCIL AND THE BROOK PARK PLANNING COMMISSION TO REVIEW APPLICABLE OHIO STATUTES, CRIMINAL CODES AND THE BROOK PARK ZONING CODE RELATIVE TO SUCH USE AND DECLARING AN EMERGENCY. Introduced by Council as a Whole and Mayor Gammella. **Note:** Amended at the November 17, 2020 Council meeting to extend for 20 months effective until July 7, 2021.

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

1. 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.

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, 2021 through December 31, 2023.

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, 2021 through December 31, 2023, 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

DATE

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

Robert D. [Signature]
DIRECTOR OF LAW

6/22/21

AN

AGREEMENT

BETWEEN

THE CITY OF BROOK
PARK

AND

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

SERB CASE NUMBER: 2019-MED-09-0720

Effective: January 1, 2021

Expires: December 31, 2023

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Intent of the Agreement	3
2	Recognition	3
3	Management Rights	3
4	Union Membership, Meetings and Dues	4
5	Association of Representation	4
6	No Strike	5
7	Discipline	5
8	Grievance and Arbitration Procedure	5
9	Duty Hours.....	7
10	Overtime	7
11	Leaves	8
12	Vacation	10
13	Holidays	11
14	Compensation	12
15	Insurance	15
16	Clothing Allowance	16
17	Miscellaneous	16
18	Labor Management Committee	18
19	Pension "Pick Up" Payments.....	18
20	Shift Exchange.....	19
21	Fire Prevention Bureau	19
22	Savings Clause	20
23	Minimum Manning	20
24	Duration of Agreement	20
25	Me Too.....	21
26	Execution	21

1 AGREEMENT

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

6 ARTICLE 1
7 INTENT OF THE AGREEMENT

8 Section 1.1. The Employer has recognized the Association as the representative of employees
9 of the Employer's Division of Fire, both parties now desire to enter into a new Agreement to
10 supersede all previous agreements, and to provide for the peaceful adjustment of any differences
11 that may arise from time to time during the term of this Agreement without resort to strike, and
12 to set forth clearly the terms and conditions of employment and responsibilities of each party and
13 to promote harmony and efficiency to the end that the citizens of Brook Park, Ohio will enjoy
14 uninterrupted fire protection and emergency medical service (EMS) during the term of this
15 Agreement.

16 ARTICLE 2
17 RECOGNITION

18 Section 2.1. The Employer hereby recognizes the Association as exclusive representative for
19 negotiating wages, hours of work and other terms and conditions of employment for all
20 employees of the Employer's Division of Fire with the rank of Lieutenant or below, excluding all
21 other employees of the Employer.

22 Section 2.2. When Council establishes any new rank below that of Lieutenant, the salary for
23 such position shall be established through negotiations by the parties. If the parties are unable to
24 agree upon the new rate within thirty (30) days after creation of the rank, Council will establish
25 such salary. If the Association disagrees with the salary set by Council, the issue shall be subject
26 to the grievance-arbitration procedure of Article 8 of this Agreement beginning with the Mayor's
27 level.

28 ARTICLE 3
29 MANAGEMENT RIGHTS

30 Section 3.1. The City shall have the exclusive right to manage the operations, control the
31 premises, direct the working force and maintain efficiency of operations. Among the City's
32 management rights, but not by way of limitation, are the right to hire, transfer, discipline and
33 discharge, lay off and promote; to promulgate and enforce reasonable work rules; to reorganize,
34 discontinue or enlarge any operation, to introduce new equipment, methods of performing work
35 or facilities; to determine the size, duties and qualifications of the work force, and work
36 schedules.

37 However, all the rights of the City are subject to and limited by the terms of this
38 Agreement.
39

ARTICLE 4
UNION MEMBERSHIP, MEETINGS AND DUES

Section 4.1. 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 5
ASSOCIATION REPRESENTATION

Section 5.1. 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 5.2. 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 or Fire Chief. 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 6
NO STRIKE

Section 6.1. 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 6.2. 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 6.3. Lockout. The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 7
DISCIPLINE

Section 7.1. 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 7.2. Disciplinary action taken by the Employer shall be for just cause.

Section 7.3. Any disciplinary action against a non-probationary employee shall be processed in accordance with the grievance/arbitration procedure noted in Article 8 of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

ARTICLE 8
GRIEVANCE AND ARBITRATION PROCEDURE

Section 8.1. 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 8.2. Grievance Procedure.

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 within seven (7) working days after the events occur which give rise to the grievance.

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.

Step 3. If the grievance is not satisfactorily settled at Step 2, the employee may appeal in writing to the Director of Public Safety or Human Resources Commissioner in his/her absence within seven (7) working days of the receipt of the Step 2 answer. The Director or Human Resources Commissioner 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.

Step 4. If the grievance is not satisfactorily settled at Step 3, the employee may appeal in writing to the Mayor 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.

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 8.3. 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 8.4. 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 8.5. 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 9
DUTY HOURS

Section 9.1. 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 10
OVERTIME

Section 10.1. When a full time employee is required to work in excess of the employee's regularly scheduled work hours under Article 9 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 work week. Court time will be paid on an hour-for-hour basis, a minimum of three (3) hours' pay for each such appearance, providing such time does not abate the employee's regularly scheduled work day. Emergency callback overtime shall be paid at a forty (40) hour rate.

Section 10.2. 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.

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 the (A) bank, and no more than two hundred forty (240) hours in the (B) bank. Employees eligible for such time shall have the right to receive overtime pay or compensatory pay to be paid at the regular rate of pay with no shift differential as they choose.

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 two hundred forty (240) hours of compensatory time to either be utilized or paid in the calendar year as follows:

(a) Any compensatory time as time off shall not be used to create or result in overtime payments to other employees or 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 in (A) bank or two hundred forty (240) hours in (B) bank 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 (A) bank hours and may carry over a maximum of one hundred and twenty (120) hours in (A) bank 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.

Section 10.3. Paramedics taking continuing education classes will receive overtime pay or that option compensatory pay for time spent in class.

Section 10.4. Overtime will be computed by including all items that are included in the FLSA.

Section 10.5. 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 10.6. 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 11 LEAVES

Section 11.1. Sick Leave. Each employee shall be credited with sick leave at the rate of six (6) hours per pay, not to exceed 156 hours per year. 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 complete and submit the City of Brook Park application for sick/personal/IOD/FMLA/bereavement leave form. If an employee uses two (2) consecutive shifts of the above referenced leaves, the employee may be required to provide a certificate from a licensed physician stating the nature of the illness. A health certification from a licensed physician is required to accompany FMLA requests and as requested by the employer for injury on duty (IOD) leave. Backup documentation is also required for bereavement 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.

1 **Section 11.2. Conversion of Unused Sick Leave.**

2
3 (a) An employee who retires shall be entitled, as part of the employee's final pay, to
4 a lump sum payment of one-half (1/2) of all of the employee's accrued and unused sick leave not
5 to exceed a maximum payout of 1440 hours (1/2 of 2880 hours equal 1440 hour maximum
6 payout). The payment will be based upon the employee's hourly rate on the last date of
7 employment and will eliminate all accrued and unused sick leave. To be eligible, an employee
8 must have at least ten (10) years of full-time employment with the Employer. "Retirement" means
9 disability or service retirement under any state retirement system.

10
11 (b) Any current employee hired before December 31, 1994 and who had a minimum
12 of 1500 hours of sick leave in 2005 (Higgins and Fike) will be paid one-half (1/2) of all
13 accumulated sick leave (with no maximum) at the rate of pay at the time of retirement or death.
14 Such conversion shall take place as soon as possible after the effective date of retirement, but not
15 later than thirty (30) days thereafter. Current employees who were hired after December 31, 1994
16 as of the effective date of this agreement are not eligible for the additional sick leave payment (i.e.
17 are subject to the maximum payout of 1440 hours).

18
19 (c) The above sick leave conversion payment will be paid after a member retires or
20 paid to his estate upon his death.
21

22 **Section 11.3. Leave Donation Program.** Employees may donate paid leave to a fellow employee
23 who is otherwise eligible to accrue and use sick leave. The intent of the leave donation program
24 is to allow employees to voluntarily provide assistance to their co-employees who are in critical
25 need of leave due to a serious illness or injury of the employee or a member of his or her
26 immediate family. An employee may not donate paid sick leave if it will result in the employee
27 having less than forty (40) hours of accrued leave. An employee is not entitled to receive donated
28 paid leave until he first exhausts all of his accumulated leave time. Employees may not actively
29 solicit donations for paid leave.
30

31 **Section 11.4. Funeral Leave.** A full-time employee shall be granted a leave of absence with pay,
32 not to be charged against sick leave, in the event of the death of his spouse, mother, father,
33 children, stepchildren, brother, sister, mother-in-law, father-in-law, grandparent or legal guardian
34 within the family environment. The employee will be granted twenty-four (24) working hours
35 leave. To be eligible, the employee must notify the Employer in the manner it will establish and
36 attend the funeral or equivalent event. Failure to do so or misrepresentation of the facts relating
37 to funeral leave shall be grounds for disciplinary action, and/or discharge. Ninety-six (96) hours
38 of leave shall be granted to a member of the Department whose spouse or child dies. An employee
39 may request the use of sick leave for additional time to attend a funeral and the Employer will
40 approve the use at its discretion.
41

42 **Section 11.5. Jury Duty Leave.** Any full-time member of the Division of Fire who is called for
43 jury duty and any full-time employee who is called and actually serves on the jury in any court,
44 either federal, county or municipal, shall be paid his or her regular salary, less any compensation
45 received from such court for jury duty as provided for in the Ohio Revised Code. The employee
46 who is serving jury duty shall be provided relief from all station or normal duties while on jury
47 duty.
48

Section 11.6. 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. If the employee chooses not to participate, they will be required to utilize their own time off ie: vacation, holiday time, compensatory time, or sick time. Participation requires the employee to work a modified forty-eight (48) hour week instead of the normal twenty-four (24) hour shift schedule. If the employee chooses to participate the employee shall have a meeting with the Human Resources Commissioner and the Fire Chief to determine the Wage Continuation/Transitional work leave schedule. The employee's modified work schedule shall not start until after two (2) regularly scheduled shifts. If the employee, per Doctor's orders, is able to work modified duty, they may be required to work ten (10) hour shifts on their first two (2) scheduled shifts.

Section 11.7. 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 12 **VACATION**

Section 12.1. 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" twelve (12) 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. Members shall be allowed to change their vacation day/days so long as there are no more than a total of three (3) employees off on vacation time, holiday time, compensatory time, or C-day.

Years of Service

Length of Vacation

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.

1 Section 12.2. Compensation for vacation shall be based upon forty-eight (48) hours of pay at
2 the employee's regular hourly rate for each week of vacation.
3

4 Section 12.3. Any break in service by an employee will result in a forfeiture of all accumulated
5 years of service. Break in service shall mean retirement or resignation by an employee or
6 termination by the Employer which is final.
7

8 Section 12.4. Accumulation. Vacation shall be taken in the calendar year following the calendar
9 year in which it is earned, except that all employees of the Division of Fire may accumulate up to
10 three (3) times annual vacation, provided that in no event shall such accumulation exceed twelve
11 (12) weeks. Accrued vacation time in excess of 12 weeks and carried over into the following
12 calendar year shall be forfeited.
13

14 Accrued vacation hours shall be paid upon separation at the employee's current hourly
15 rate at the time of retirement within thirty days of retirement. In the event of an employee's death,
16 the payment shall be made to the estate of the employee. An employee may use their banked
17 vacation time if they are following FMLA guidelines.
18

19 **ARTICLE 13**
20 **HOLIDAYS**
21

22 Section 13.1. All full-time employees shall receive the following Employer approved holidays:

23		
24	New Year's Day	Labor Day
25	Martin Luther King Day	Thanksgiving Day
26	President's Day	Christmas Day
27	Memorial Day	
28	Independence Day	
29	Veterans' Day	

30 The line division employees shall receive holiday leave, with regular compensation, in the
31 amount of one hundred forty-four (144) hours holiday leave, which shall be scheduled on the
32 days chosen by the employee.
33

34 Section 13.2. Holiday leave shall be scheduled off after all vacation leave has been apportioned
35 and shall be selected according to seniority. Holiday leave shall be taken in not less than two (2)
36 hour increments. No more than a total of three (3) employees shall be allowed off on vacation,
37 holiday, compensatory time, or C Days at the same time.
38

39 Section 13.3. Any full-time employee who actually works on one of the holidays enumerated in
40 Section 1 will be compensated at the overtime rate defined in Article 10, Section 1, for the hours
41 actually worked on the holiday. Any full-time employee who is working overtime on one of the
42 holidays enumerated in Section 1 will, be compensated an additional one-half (1/2) of their
43 normal rate.
44

45 Section 13.4. All holiday leave not taken prior to December 31st of each year up to a maximum
46 of one hundred forty-four (144) hours, shall be compensated in cash money in the second pay
47 period in January, and such payment shall be separate and distinct from any other regular
48 compensation.

Section 13.5. 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 14 **COMPENSATION**

Along with the employee health insurance contribution reopener in Sections 15.1, 15.2, and 15.4, the Parties agree to reopen Sections 14.1, 14.2, and 14.3 pertaining to base wages only on October 1, 2021 and October 1, 2022 for a period of 60 days subject to the provisions of Ohio Revised Code Section 4117.14.

Employer shall provide employees with a one-time two thousand five hundred (\$2,500) dollar lump sum signing bonus following the execution of this 2021-2023 contract.

Section 14.1. The annual salary paid to Fire Fighters shall be as follows:

FF/EMT Certified	2021	2022 Wage Reopener	2023 Wage Reopener	
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	2021	2022 Wage Reopener	2023 Wage Reopener	
Start	\$54,188			
After 12 months	\$58,705			
After 24 months	\$64,349			
After 36 months	\$69,993			
After 48 months	\$76,082			

Section 14.2. 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%)	2021	2022 Wage Reopener	2023 Wage Reopener	
Firefighter/EMT	\$81,131			
Firefighter/Paramedic	\$85,973			

Section 14.3. 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%)	2021	2022 Wage Reopener	2023 Wage Reopener	
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 14.4. 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.

Section 14.5. 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 14.6. 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, 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 14.7. 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	BLS	CPR
ITLS	PALS	
Fire Safety Inspector	HAZ-MAT Awareness	

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 15
INSURANCE

Section 15.1. 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.

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 Union, provided that the benefits in such new policy are substantially similar to the current policy.

Section 15.2. 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 15.3. 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 15.4. 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 15.5. Employee Premiums. Employees shall be subject to and pay the hospitalization, dental and vision premium payments as set forth in Appendix A.

Section 15.6. Healthcare Reopener. The Parties agree that insurance terms for 2021 have already been established. Along with the base wage reopener in Article 14, the Parties agree to reopen Section 15.5 relating to employee contributions on October 1, 2021 and October 1, 2022 for a period of 60 days subject to the provisions of Ohio Revised Code Section 4117.14 but only if there is a 5% or greater increase in total premium costs projected for insurance plan year 2022 or 2023.

ARTICLE 16 **CLOTHING ALLOWANCE**

Section 16.1. 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 17 **MISCELLANEOUS**

Section 17.1. 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 17.2. 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 17.3. 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.

1 **Section 17.4. Officer/Paramedic on Duty.** When needed, as determined by the Fire Chief, the
2 Employer will call in Paramedic and officer replacements.
3

4 **Section 17.5. Payroll Deductions.** The Employer will allow payroll deduction to Firefighter's
5 Community Credit Union" and other appropriate accounts as designated by the Association, upon
6 agreement by the Employer.

7 **Section 17.6. Disciplinary Notice.** A disciplinary notice may remain in an employees' personnel
8 folder for two (2) years in those cases where the disciplinary action is not a suspension and four (4)
9 years in those cases where the disciplinary action is a suspension, providing there is no intervening
10 disciplinary action during such time period. Once removed from the file, the disciplinary action
11 may not be used in subsequent disciplinary cases.
12

13 **Section 17.7. Promotions.** The Employer will provide the Union one (1) set of promotional
14 materials which will be made accessible at the main fire station for employees to review in
15 preparation for promotional examinations. All applicants who successfully pass the promotional
16 examination shall be required to pass a psychological examination and be subject to evaluation as
17 to supervisory ability at an approved Assessment Center. The purpose of such examination and
18 assessment is to determine whether or not a successful candidate is capable of making command
19 decisions. Such test and assessment will be administered within twenty (20) days after
20 determining the successful candidate. The Employer shall administer the test through a
21 psychologist of its own choosing. The assessment shall be through an independent Assessment
22 Center. In the event of an adverse report, the candidate may challenge the Employer's
23 psychologist's determination through a physician or neutral assessment center of his/her choosing.
24 If there is a conflict in opinions, the parties shall select a competent psychologist or assessment
25 center who/ that specializes in testing or assessments for a final and binding evaluation. The losing
26 party shall pay the full cost of the examination. The psychological examination and/or assessment
27 examination shall have no effect upon the score of the examination.
28

29 The total score utilized for the purpose of determining promotions will include the raw test score
30 of each individual plus points based upon seniority. Evaluations will have no impact on the total
31 score.
32

33 During the promotional probationary period, the employee shall be allowed to request a voluntary
34 demotion for reasonable or good cause. The Employer shall not unreasonably deny such request.
35

36 **Section 17.8. Selection of C Days.** Selection of C Days shall proceed by seniority alone without
37 regard to rank. Employees may be permitted to exchange C-Days within a work cycle. A C-day
38 switch cannot be made more than four (4) weeks in advance. No more than a total of three (3)
39 employees shall be allowed off on vacation, holiday, compensatory time, or C-days at the same
40 time. The exchange of a C-day cannot create additional overtime at the time of the switch.
41

42 **Section 17.9. Health and Safety Committee.** There shall be a Health and Safety Committee
43 consisting of four (4) members, two (2) of which will be appointed by the Union and two (2) of
44 which will be appointed by the Employer. The Health and Safety Committee will meet quarterly,
45 or more or less often by mutual consent, and such meeting shall be scheduled at a time mutually
46 convenient to both parties. The purpose of these meetings will be to discuss problems and
47 objectives of mutual concern regarding health and safety conditions within the Fire Department
48 but shall not serve as a forum for grievance presentation.
49

Section 17.10. New Hire Probationary Period. The new hire probationary period shall be one (1) year.

Section 17.11. 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.

Section 17.12. Direct Deposit. All compensation, stipends, and/or allowances in this Agreement shall be paid through employee direct deposit. Employees shall notify the Finance Department of the financial institution where such direct deposits shall be made.

ARTICLE 18

LABOR MANAGEMENT COMMITTEE

Section 18.1. 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 18.2. 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 18.3. 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 18.4. This committee is not intended to resolve grievances but is intended to discuss matters of general concern.

Section 18.5. Employee members shall have the right to attend such meetings without loss of pay.

ARTICLE 19

PENSION "PICKUP" PAYMENTS

Section 19.1. 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 20
SHIFT EXCHANGE

Section 20.1. 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 20.2. Shift exchanges shall not exceed three hundred sixty (360) hours in a year.

Section 20.3. Shift exchange shall not leave the Employer with less than three (3) paramedics and/or one (1) shift officer scheduled for that day.

Section 20.4. Shift exchange shall not result in any overtime compensation for any employee.

Section 20.5. Hours traded are defined as the number of hours that a firefighter is away from their own shift.

Section 20.6. Exceptions to these mandates can be granted at the discretion of the Chief of Fire depending on extenuating circumstances.

ARTICLE 21
FIRE PREVENTION BUREAU

Section 21.1. 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 (FPO).

Section 21.2. 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 21.3. 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.

1 Section 21.4. Employees in the Bureau of Fire Prevention shall be credited with sick leave
2 4.62 hours each pay not to exceed 120 hours.

3
4 Section 21.5. All earned overtime by the employee beyond the normal forty (40) hour work
5 week shall be governed by the overtime provision of the Agreement.
6

7 Section 21.6. Employees in the Bureau of Fire Prevention shall be provided with a clothing
8 allowance of one thousand two hundred (\$1,200.00) dollars payable in January of each year.
9

10 Section 21.7. Employees in the Bureau of Fire Prevention shall be governed by all other
11 provisions of the Agreement other than those specified within this Article.
12

13 Section 21.8. Employees shall be allowed to schedule their vacations/personal days in not less
14 than two (2) hour segments.
15

16 Section 21.9. The Fire Prevention Officer who maintains paramedic certification shall be
17 granted one thousand five hundred (\$1,500.00) dollars annually, divided into the bi-weekly pay.
18

19 ARTICLE 22
20 SAVINGS CLAUSE
21

22 Section 22.1. In the event any one (1) or more provisions of this Agreement is or are deemed
23 invalid or unenforceable by any final decision of a court of governmental agency, that portion
24 shall be deemed severable from the rest of the Agreement and all such other parts of this
25 Agreement shall remain in full force and effect. In such event, the Employer and Association
26 will, at the request of either party hereto, promptly enter into negotiations relative to the
27 particular provision deemed invalid or unenforceable.
28

29 ARTICLE 23
30 MINIMUM MANNING
31

32 Section 23.1. As long as the City continues to operate the current number of fire stations, the
33 Employer shall maintain a schedule of not less than seven (7) fire fighters to be on duty and to be
34 assigned fire fighter/paramedic duties.
35

36 ARTICLE 24
37 DURATION OF AGREEMENT
38

39 Section 24.1. This Agreement represents the complete Agreement on all matters subject to
40 bargaining between the Employer and the Association and except as otherwise noted herein shall
41 become effective on January 1, 2021, and shall remain in full force and effect until December 31,
42 2023, unless mutually agreed otherwise by the Employer and Union. If either the Employer or the
43 Association desire to modify or negotiate a successor Agreement, it shall serve a written Notice
44 to Negotiate as mandated by O.R.C. 4117.14(B)(1)(a) and O.A.C. 4117-9-02(A) upon the other
45 party and file a copy with SERB on or before November 1st of the final year of this Agreement.
46 If no Notice to Negotiate is served on the other party before this date by either the Employer or
47 the Association, this Agreement shall remain in full force and effect for the entire year subsequent
48 to the expiration date of this Agreement.

ARTICLE 25
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 26
EXECUTION

Section 26.1. This Agreement is hereby executed this day of , 2021

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

Michael D. Gammella, Mayor

P/C
Cau
1st R 11/19/19
2nd R
3rd R
B/C
Cau Prior 11/6/19 Discussion

CITY OF BROOK PARK, OHIO

RESOLUTION NO. 35-2019

INTRODUCED BY: COUNCIL AS A WHOLE AND MAYOR GAMMELLA

A RESOLUTION TO EXTEND THE
MORATORIUM ON THE GRANTING OF
BUILDING PERMITS OR CERTIFICATES OF OCCUPANCY FOR ANY
BUILDING, STRUCTURE, USE OR CHANGE OF USE THAT WOULD ENABLE THE
CULTIVATION, PROCESSING, OR RETAIL SALE OF MEDICAL MARIJUANA FOR
A PERIOD NOT TO EXCEED TWELVE MONTHS FROM THE EFFECTIVE DATE OF
THIS RESOLUTION, IN ORDER TO ALLOW THE CITY ADMINISTRATION,
COUNCIL AND THE BROOK PARK PLANNING COMMISSION TO REVIEW
APPLICABLE OHIO STATUTES, CRIMINAL CODES AND THE BROOK PARK
ZONING CODE RELATIVE TO SUCH USE AND DECLARING AN EMERGENCY

WHEREAS, on November 20, 2018, this Council passed Resolution No. 40-2018, extending a moratorium granted by prior Resolution to further review all Planning and Zoning Commission requirements and allow for a more thorough review of all codes statewide within the City; and

WHEREAS, the Ohio General Assembly adopted on June 8, 2016 and the Governor has signed into law 131 Sub. H.B. 523, which became effective September 8, 2016; and

WHEREAS, 131 Sub. H.B. 523, among other things, permits patients in Ohio to use medical marijuana on the recommendation of physicians; creates state regulatory oversight of the cultivation, processing, retail sale, use and physician recommendation of medical marijuana; authorizes the legislative authority of a city to adopt regulations to prohibit or limit the number of retail medical marijuana dispensaries; and prohibits a cultivator, processor, retail dispensary or laboratory from being located or relocating within 500 feet of a school, church, public library, public playground or public park; and

WHEREAS, as such, the City's Administration, Council and the Planning and Zoning Commission require additional time to undertake a review of all applicable codes statewide and within the city in order to formulate a local response to 131 Sub. H.B. 523; and

WHEREAS, pursuant to the Constitution of the State of Ohio Revised Code, municipalities have the power to enact planning and zoning laws that are for health, safety, welfare, comfort and peace of the citizens of the municipality including redistricting areas used for businesses and trades;

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

SECTION 1: That the Council of the City of Brook Park, hereby extends the moratorium on the granting of building permits or certificates of occupancy for any building, structure, use or change of use that would enable the cultivation, processing, or retail sale of medical marijuana for a period not to exceed 12 months from the effective date of this Resolution, in order to allow the City Administration, Council and the Brook Park Planning and Zoning Commissions to review applicable Ohio statutes, criminal codes and the Brook Park Zoning Code relative to such use.

SECTION 2: The purpose of this Resolution, "medical marijuana" shall have the same meaning as that term is defined in Section 3796.01(A)(2) of the Ohio Revised Code, effective March 16, 2017.

SECTION 3: No building permits, certificates of occupancy or any other permits shall be granted to a business owner who intends to open, use any land or devote any floor area of the business for the purposes of the cultivation, processing, or retail sale of medical marijuana for the period of this moratorium. No valid existing business in the City may expand in any way that would establish cultivation, processing, or retail sale of medical marijuana for the duration of the moratorium.

SECTION 4: The moratorium shall be in effect for a period of 12 months from the effective date of this Resolution or until changes are enacted to amend the Codified Ordinances of the City of Brook Park to address these issues or until, Council approves legislation explicitly revoking this moratorium, whichever occurs first.

SECTION 5: 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 6: 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 for the further reason that the City of Brook Park would like to impose a 12 month moratorium on building and/or occupancy permits regarding

medical marijuana; provided that this Resolution 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:

November 19, 2019

M. J. Verchio
PRESIDENT OF COUNCIL

ATTEST:

Michelle Blazak
CLERK OF COUNCIL

APPROVED:

J. D. Sumner
MAYOR
11/21/19
DATE

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

[Signature]
DIRECTOR OF LAW

CERTIFICATE

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 35-2019

passed on the 19th day of November, 2019 by said council.

Michelle Blazak
Clerk of Council

I, Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no new paper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at six of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall, 6161 Engle Road, Police Station, 17401 Holland Road, #1 Fire Station, 5596 Smith Road, #2 Fire Station, 22530 Ruple Parkway, #3 Fire Station, 17401 Holland Road, Brook Park Library, 6165 Engle Road, for a period of fifteen days.

commencing November 20, 2019
Michelle Blazak
MICHELLE BLAZAK
Clerk of Council

	Yea	Nay
Stemm	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Orcutt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Burglo	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Amended 11-17-20 to extend for 20 months in effect until 7-7-2021.