

**ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON WEDNESDAY, MARCH 20, 2024
7:00 P.M.**

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. DISCUSSION:

1. AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT THE 2024 RECYCLE OHIO GRANT FOR A RECYCLING TRUCK, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt. - PER COUNCIL PRESIDENT SALVATORE.
2. 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 Orcutt. - PER COUNCIL PRESIDENT SALVATORE.
3. FINANCE COMMITTEE- CHAIRMAN SCOTT- PER COUNCIL PRESIDENT SALVATORE.

IV. PLANNING COMMITTEE: CHAIRMAN POINDEXTER

1. AN ORDINANCE APPROVING THE REZONING OF PERMANENT PARCEL NUMBERS 344-29-077; 344-29-078; 344-29-079; 344-29-080; 344-29-081; 344-29-082; 344-29-083; 344-29-084; AND 344-029-085 FROM U1-A5 TO U2-A6. Introduced by COUNCIL AS A WHOLE.
2. AN ORDINANCE APPROVING THE REZONING OF PERMANENT PARCEL NUMBERS 344-15-178; 344-29-086; 344-15-008 AND 344-15-009; FROM U1-A5, U3-B TO U2-A-6. Introduced by COUNCIL AS A WHOLE.

V. ADJOURNMENT:

Posted 3/1/24

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT THE
2024 RECYCLE OHIO GRANT FOR A RECYCLING TRUCK, AND DECLARING AN
EMERGENCY

WHEREAS, the City of Brook Park applied for a grant with the Ohio Environmental Protection Agency (EPA) for the 2024 Recycle Ohio Grant and was awarded a grant in the amount of \$200,000.00.

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

SECTION 1: The Council of the Grantee (the "Council") finds and determines that it is in the best interest of the Grantee to enter into a Grant Agreement to accept the 2024 Recycle Ohio Grant in the amount of \$200,000.00 and authorize the Mayor to execute the Grant Agreement to accept the Ohio EPA funds (see Exhibit "A").

SECTION 2: 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 3: 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 authorize the Mayor to accept the Ohio EPA grant; therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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

Asst.

DIRECTOR OF LAW

**Ohio Environmental Protection Agency
2024 Community and Litter Grant Agreement**



This Agreement is made and entered into by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Agency**, and the **City of Brook Park**, hereinafter referred to as the **Grantee**. Agency and Grantee are collectively the "Parties" and each a "Party."

WITNESSETH THAT:

WHEREAS the Grantee, as authorized under Ohio Revised Code (ORC) Chapter 3736, has applied to the Agency for program funding to implement a 2024 Community and Litter Grant, hereinafter referred to as the 2024 CLG: and

WHEREAS ORC 3736.05 authorizes the Director, to make grants from the recycling and litter prevention fund created in ORC 3736.03. ORC 3736.05 and 3736.02(B) further authorize the Director to enter into this agreement; and

WHEREAS the Grantee agrees to perform in compliance with the terms, promises, conditions, and assurances as outlined in the Grantee's 2024 Grant Manual and the 2024 CLG Application, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein; and

WHEREAS the 2024 CLG funds in the amount of **\$200,000.00** have been encumbered. Obligations of the State of Ohio are subject to the provisions of ORC Section 126.07.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. The Agency hereby awards to the Grantee a grant not to exceed **\$200,000.00**, for the purpose of implementing the project detailed in the Grantee's application. Costs incurred by the Grantee for items that are not part of the approved budget as contained in the Grantee's application, or costs in excess of amounts specified in the approved budget as contained in the Grantee's application will not be reimbursed by the Agency. Any grant-related expenditures made prior to the effective date of the grant agreement will not be reimbursed. The Grantee agrees to maintain and expend the match funds required, either (1) in the dollar amount set forth in the Funding Request Details specified in the Grantee's application as "Match Funds Required", or (2) if the grant award is reduced, when reconciling the grant account at closeout as a result of reduced actual costs, then the dollar amount of the Grantee's match funds required may be proportionately reduced.
- II. The Agency shall pay to the Grantee, subject to cash availability, fifty percent (50%) of its total grant award after the effective date of this Agreement, to be used for project costs according to the Grantee's approved budget as contained in the Grantee's application. A final payment of fifty percent (50%) of the grant award will be withheld to reconcile the grant account at the end of the grant period or the closeout of the grant. The parties understand and agree that all payments made under this grant award are based on actual costs and are made based upon Grantee's satisfactory performance of Grantee's obligations under this grant agreement.
- III. The Grantee shall not, in any manner, discriminate against, intimidate, or retaliate against any employee or applicant for employment because of race, color, religion, national origin,

Ohio Environmental Protection Agency 2024 Community and Litter Grant Agreement

ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The Grantee shall take affirmative action to ensure that employees are treated appropriately during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places, and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way. The Grantee agrees to post notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment. Furthermore, the Grantee agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

- IV. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- V. The Grantee shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the Grantee shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies related to this paragraph.
- VI. Upon the Grantee's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Grantee may be ineligible for further state contracts. Further, such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- VII. It is fully understood and agreed that neither Grantee nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The Grantee certifies that neither the Grantee nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
- VIII. The Grantee shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances and the terms of this Agreement, as outlined in the Agency's 2024 CLG Application and Grant Manual.
- IX. The Agency shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The Grantee shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and

Ohio Environmental Protection Agency 2024 Community and Litter Grant Agreement

inspections. In the event of a special audit, the Grantee will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.

- X. The Grantee, by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) Grantee is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
- XI. The Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
- XII. The Grantee affirmatively represents and warrants to Agency that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The Grantee agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Agency hereunder immediately shall be repaid to Agency, or an action for recovery immediately may be commenced by Agency for recovery of said funds.
- XIII. The Grantee affirmatively represents and warrants to Agency that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and Grantee shall immediately repay to the State any funds paid under this Agreement.
- XIV. Implementation of the approved 2024 CLG project as outlined in the Grantee's 2024 CLG Approved Application and this Agreement shall not commence until the Agreement is signed by all parties or **April 1, 2024**, whichever is later. The Agency shall not be responsible for any costs incurred by the Grantee prior to the effective date of this Agreement.
- XV. Grantee represents and warrants that:

**Ohio Environmental Protection Agency
2024 Community and Litter Grant Agreement**

1. It is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict its right to enter and carry out this Agreement.
 2. Neither the execution of this Agreement nor the consummation of its transactions will constitute a breach under any contract or agreement to which it is a party or by which it is bound.
 3. It has made no false statements to the other party or any of its employees or agents in the process of obtaining this Agreement
 4. It has the authority to execute this Agreement and perform their obligations under this Agreement.
 5. It has received no written notice that any investigation, action or litigation is pending or threatened, which materially and adversely affects this Agreement.
- XVI. This Agreement shall remain in effect until **March 31, 2025**. The Agency reserves the right, at any time after execution of this Agreement, with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Grantee. The Grantee, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. In the event of such termination, the Grantee will be paid for approved expenditures incurred prior to termination and for any noncancelable obligations properly incurred by the Grantee prior to termination. If requested by the Agency, the Grantee shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The Grantee agrees to waive any right to, and shall have no claim for, additional compensation against the Agency by reason of such termination.
- XVII. The Grantee reserves the right, at any time after execution of this Agreement to terminate the program, in whole or in part, upon a thirty (30) day written notification to the Agency. In the event of such termination by the Grantee, the Grantee shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible.
- XVIII. All unspent funds and unallowed expenditures shall be returned to the Agency within forty-five (45) days of sending notification to the Agency or receiving notification from the Agency of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the Grantee agrees to pay the Agency all costs the Agency incurs for delinquent collections by the Attorney General's office.
- XIX. The Grantee affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the

Ohio Environmental Protection Agency 2024 Community and Litter Grant Agreement

right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided to the State in this Agreement. The Executive Orders are available at:

<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>

<https://governor.ohio.gov/media/executive-orders/Executive-Order-2022-02D>

The Grantee also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Grantee or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that is/are outside of the United States.

If the Grantee or any of its subcontractors perform services under this Agreement outside of the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services shall be treated as a material breach of the Agreement. The State is not obligated to pay and shall not pay for such services. If Grantee or any of its subcontractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Grantee performing services outside the United States or purchases of services from or investments in Russian institutions and companies.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Grantee. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Grantee any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Grantee's cure of the breach, the State does not waive any of its rights and remedies provided to the State in this Agreement, including but not limited to recovery of funds paid for services the Grantee performed outside of the United States, purchases of services from or investments in Russian institutions and companies, costs associated with corrective action, or liquidated damages.

- XX. Until termination of this contract (expiration date – see condition XVI) and for a period of three years following termination, the **Agency** may require repayment of any funds, up to the full amount that has been distributed, upon a finding by the Director that **Grantee** or the cooperating enterprise is not in substantial compliance with environmental laws or rules or has become subject to a formal enforcement action by Ohio EPA or the Ohio Attorney General's Office. If the **Agency** terminates this agreement pursuant to this paragraph, any funds already distributed to Grantee, including funds that have already

**Ohio Environmental Protection Agency
2024 Community and Litter Grant Agreement**

been spent, shall be returned to the **Agency** within forty-five (45) days of receiving notification of termination. Any payment not received within forty-five days of the due date may be referred to the Ohio Attorney General's Office for collection as a delinquent claim, and the Grantee agrees to pay the Agency all costs the Agency incurs for delinquent collections by the Ohio Attorney General's Office. Grantee shall require all contracts with subcontractors to include legal mechanisms (e.g., default judgments or liens) to recover funds pursuant to this paragraph.

- XXI. Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the Grantee without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State. This Agreement represents the complete and final agreement between the Parties and supersedes any previous writing or understanding.
- XXII. Each party shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement, including those that are due to that party's own negligence, tortious acts, or other conduct, or that are due to the negligence, tortious acts, or other conduct of the party's respective agents, officers, or employees.
- XXIII. The Grantee represents and warrants that the Grantee shall maintain sufficient insurance on any property for which grant funds have been expended under this Agreement to improve the property site, or to re-establish the physical plant of the operation in the case of fire, theft, or other destructive occurrence, and the Grantee shall maintain sufficient insurance in an amount equal to the replacement value of any equipment for which grant funds have been expended under this Agreement.

**Ohio Environmental Protection Agency
2024 Community and Litter Grant Agreement**

The effective date of this Agreement is the date when the Director of the Ohio Environmental Protection Agency signs this Agreement, or **April 1, 2024**, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: **City of Brook Park**
Award: **\$200,000.00**

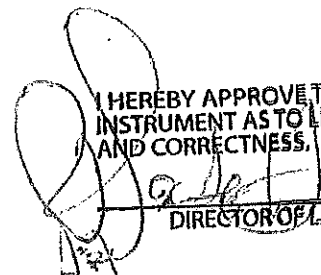
(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Grantee Signature

Signed: _____ **Date:** _____

Authorized Official: Edward Orcutt, Mayor
City of Brook Park

Ohio Environmental Protection Agency Signature

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


DIRECTOR OF LAW

Signed: _____ **Date:** _____

Dan Sowry, Assistant Chief
On behalf of Anne M. Vogel, Director, per 5/10/2023 Delegation of Authority
Ohio Environmental Protection Agency

STANDARD AFFIRMATION AND DISCLOSURE FORM -EXECUTIVE ORDER 2019-12D

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, Grantee affirms, understands, and will abide by the requirements of Executive Order 2019-12D. Both Grantee and any of its subcontractors shall perform no services under any agreement with the Ohio Environmental Protection Agency outside of the United States.

The Grantee shall provide all name(s) and location(s) where services under any agreement with the Ohio Environmental Protection Agency will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Grantee to sanctions. If the Grantee will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Name/Principal location of Grantee:

(Name) (Address, City, State, Zip)

2. Name/Principal location of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location(s) where services will be performed by Grantee or by subcontractors if different from principal location(s):

(Address, City, State, Zip)

(Address, City, State, Zip)

4. Location where state data will be stored, accessed, tested, maintained or backed-up, by Grantee or subcontractors if different from principal location(s):

(Address, City, State, Zip)

(Address, City, State, Zip)

Grantee affirms that Grantee and all subcontractors shall immediately disclose to the Ohio Environmental Protection Agency any change or shift in location of services performed by Grantee or subcontractors after execution of any Agreement with the Agency. On behalf of the Grantee, I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Agreement that Grantee may enter into with the Agency and is incorporated therein.

By: _____

Grantee Signature

Printed Name and Title

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

Date: _____

DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

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 negotiated by the Mayor and presented to Council pursuant to the provisions of Chapter 4117 of the Ohio Revised Code; and

WHEREAS, said contract shall be effective January 1, 2024 through December 31, 2026.

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, (City of Brook Park Police Sergeants and Lieutenants), effective January 1, 2024 through December 31, 2026, a copy of said contract is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein.

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

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and inhabitants thereof, such emergency existing for the further reason that the previous contract with the Brook Park Police Sergeants

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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



DIRECTOR OF LAW

An

AGREEMENT

between

THE CITY OF BROOK PARK

and

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

Effective January 1, 2024 through December 31, 2026

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Agreement.....	3
1	Intent of the Agreement	3
2	Recognition.....	3
3	Management Rights	4
4	Dues Deduction.....	5
5	Association Representation.....	5
6	No Strike	6
7	Discipline	6
8	Grievance and Arbitration Procedure	7
9	Duty Hours	8
10	Overtime	9
11	Leaves	10
12	Vacation	11
13	Holidays	12
14	Compensation	14
15	Longevity	16
16	Insurance	16
17	Clothing Allowance	19
18	Miscellaneous	19
19	Layoff Procedure.....	20
20	Non-Discrimination	20
21	Gender and Plural	20
22	Headings	21
23	"Pick-Up" Payments	21
24	Labor Management Committee	21
25	Savings Clause.....	22
26	Duration of Agreement	22

AGREEMENT

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

ARTICLE 1 **INTENT OF THE AGREEMENT**

Section 1.1 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 2 **RECOGNITION**

Section 2.1 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 2.2 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 2.3 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 3 **MANAGEMENT RIGHTS**

Section 3.1 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 4

DUES DEDUCTION

Section 4.1 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 4.2 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 4.3 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 4.4 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 4.5 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 5

ASSOCIATION REPRESENTATION

Section 5.1 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 5.2 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 5.3 Director(s) of the OPBA shall be allowed three (3) hours per month off, with pay, for the purpose of attending OPBA meetings.

ARTICLE 6 **NO STRIKE**

Section 6.1 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 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 this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees to return to work immediately.

Section 6.3 Lockout prohibited 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 OPBA prior to leaving the premises.

Section 7.2 Disciplinary action taken by the Employer shall only be for reasonable or good cause.

Section 7.3 Any disciplinary action against a non-probationary employee shall be processed in accordance with the Grievance and Arbitration Procedure in Article 8 of this Agreement beginning at Step 4 (Mayor's level) of the Grievance Procedure.

Section 7.4 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.

ARTICLE 8
GRIEVANCE AND ARBITRATION PROCEDURE

Section 8.1 **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 8.2 **Grievance Procedure**

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

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

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

(d) **Step 4** If the grievance is not satisfactorily settled at Step 3, the employee may appeal, in writing, to the Mayor on forms provided by the Employer within five (5) working days of the receipt of the Step 3 answer. The Mayor, or his designee, shall respond in writing within five (5) working days of the receipt of the appeal.

(e) **Step 5** If the grievance is not satisfactorily settled at Step 4, the OPBA may submit the grievance to arbitration by notice to the Employer within fifteen (15) working days of the Step 4 answer. The parties will promptly meet to select an arbitrator from the panel of

arbitrators herein contained and will choose one by the alternative strike method. Fees and expenses of the arbitrator so selected will be shared equally by the parties.

Section 8.3 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 8.4 Policy Grievance A grievance which affects a substantial number of employees may be initiated at Step 3 of the Grievance Procedure.

Section 8.5 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 8.6 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 8.7 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 9

DUTY HOURS

Section 9.1 The average regular work week for employees will be forty (40) hours. Sergeants assigned to the Patrol Division shall work six (6) 12-hour shifts and one (1) 8-hour 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 9.2 In the Patrol Division, there shall be four platoons on 12-hour shifts; two on day shift and two on night shift. There shall be one Sergeant assigned to each platoon. Two Lieutenants shall be designated as patrol shift Lieutenants; one for day shift and one for night shift. Patrol shift Lieutenants shall work a fixed schedule within the shift as determined by the Chief of Police. The two other departmental Lieutenants shall work a fixed schedule as determined by the Chief of Police.

Section 9.3 All employees who adjust their schedules four (4) times per year for training (in-service or otherwise departmental approved), court, 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 9.4 If at any time the City should change its' patrol schedule 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 10 **OVERTIME**

Section 10.1 When an employee 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 10.2 Overtime will be computed by including all items such as longevity, cost-of living and extra training pay.

Section 10.3 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 10.4 Compensatory Time The City shall establish a two separate compensatory time bank systems, consisting of an A Bank and a B Bank.

The A Bank shall have a one hundred twenty (120) hour limit and is pensionable. Hours placed into the A Bank shall carry over from year to year.

The B Bank shall have a two hundred forty (240) hour limit, but when paid out, it will not have a corresponding pension contribution and will be paid out at a normal rate of pay without shift differential. The B Bank 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.

Section 10.5 Court Cancellation Pay For purposes of court time, if an employee receives notice within 24 hours of their scheduled court appearance that their attendance is no longer required or that the court proceeding was cancelled, the employee shall receive two (2) hours pay at time and one-half (1 1/2).

ARTICLE 11
LEAVES

Section 11.1 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 11.2 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 11.3 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 11.4 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 11.5 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 11.6 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 11.7 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 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. 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 12.2 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 12.3 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 12.4 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 12.5 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 12.6 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 1st, 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 12.7 Upon any break in service, any accumulated vacation, personal, compensatory, or other benefit time shall be paid to the Employee to include (1) all past accumulated vacation time (banked vacation time per Section 4), (2) all vacation time earned in the previous calendar year, and (3) any other benefit time earned in the year of the break in service, on a pro-rated basis, (4) minus any vacation time used in the year of the break in service. A break in service shall have the same definition as Article 12.3.

ARTICLE 13

HOLIDAYS, PERSONAL TIME, MENTAL HEALTH DAYS

Section 13.1 All full-time employees shall be entitled to a total eighty-eight (88) hours of paid holidays representing the following days:

New Year's Day
Memorial Day
Labor Day
Christmas Day

Martin Luther King Day
Juneteenth
Veterans Day

President's Day
Independence Day
Thanksgiving Day

An employee's holiday time bank shall reset at the beginning of every year. Time off for each holiday shall be taken according to divisional rules.

Should any holiday time be taken prior to the actual date of the holiday, and in the event the employee has a break in service or otherwise ceases to be an employee of the Employer by the date of the holiday, the employee shall be liable for repayment of the holiday pay to the Employer. Said repayment can be accomplished by deducting the hours from any final payout checks.

Section 13.2 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 10 for the hours actually worked on the holiday. Any full-time employee who is working overtime on one of the holidays enumerated in Section 1 will be compensated an additional one-half (½) of their normal rate.

Section 13.3 Any full-time employees shall be entitled to twenty-four (24) personal hours. Time off shall be taken according to departmental rules.

Section 13.4 All full-time employees who are not on the Department's sick leave abuse program shall be entitled to exchange up to eighty-eight (88) 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 13.5 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, the 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 13.6 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 14
COMPENSATION

Section 14.1 Effective January 1, 2024, the salary paid to Sergeants and Lieutenants shall be as follows:

SERGEANTS (+18% of Patrolmen Certificate of Proficiency rate)

After 24 Months	\$83,456
After 5 years	\$90,247
After 10 years	\$90,762
After 15 years	\$91,277
After 20 years	\$91,794
After 25 years	\$92,315

LIEUTENANTS (+13% of Sergeant rate)

After 24 Months	\$94,305
After 5 years	\$101,979
After 10 years	\$102,561
After 15 years	\$103,143
After 20 years	\$103,727
After 25 years	\$104,316

The parties agree to modify salary rates for 2024, 2025 and 2026 to reflect any updates to salaries in the Patrol bargaining unit not yet in place at the time of the execution of this agreement, and to make any updates retroactive to the beginning of the year.

Section 14.2 Shift Differential Employees assigned to the 0700 to 1900 hours 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 14.3 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) Employees shall have extra training pay based upon their salary.

Section 14.3 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 14.4 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 15
LONGEVITY

Section 15.1 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 16
INSURANCE

Section 16.1 Hospitalization Insurance

(a) Healthcare: The City shall provide coverage as noted 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

	<u>Employer</u> <u>Monthly cost</u>	<u>Employee cost</u> <u>Per Pay (26 pays)</u>
Employee	\$696.39	\$48.21
Employee + Spouse	\$1,462.39	\$101.24
Employee + Child(ren)	\$974.93	\$67.49
Family	\$2,054.32	\$142.22

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

	<u>Employer</u> <u>Monthly cost</u>	<u>Employee cost</u> <u>Per Pay (26 pays)</u>
Employee	\$650.23	\$30.02
Employee + Spouse	\$1,365.47	\$63.04
Employee + Child(ren)	\$910.31	\$42.01
Family	\$1,918.15	\$88.53

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) 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 16.2 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:

	<u>Employer</u> <u>Monthly cost</u>	<u>Employee cost</u> <u>Per Pay (26 pays)</u>
Employee	\$29.75	\$1.37
Employee + Spouse	\$60.64	\$2.80
Employee + Child(ren)	\$72.44	\$3.34
Family	\$103.27	\$4.77

Section 16.3 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 16.4 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:

	<u>Employer</u> <u>Monthly cost</u>	<u>Employee cost</u> <u>Per Pay (26 pays)</u>
Employee	\$6.02	\$0.28
Family	\$14.14	\$0.65

Section 16.5 Reopener The parties agree that these rates shall be effect for 2024. The parties agree to reopen Sections 16.1, 16.2 and 16.4 relating to employee contributions on October 1, 2024 and October 1, 2025 for a period of 60 days subject to the provision of Ohio Revised Code 4117.14, but only if there is a 5% or greater increase in total premium costs projected for insurance plan year 2025 or 2026.

ARTICLE 17
CLOTHING ALLOWANCE

Section 17.1 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 17.2 Employees who are assigned to the Motorcycle, K-9, SWAT/Tactical, Mobile Field Force, and Accident Investigation units will receive an additional three hundred (\$300.00) dollars annually for the purpose of purchasing uniforms and accessories specific to their unit.

Section 17.3 Employees who are promoted to Sergeant or Lieutenant will receive an additional \$400 to coincide with the promotion.

Section 17.4 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 17.5 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 18
MISCELLANEOUS

Section 18.1 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 18.2 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 18.3 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 18.4 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. With a six-month notice of retirement, severance benefits shall be communicated in writing to the employee no less than ninety (90) days prior to projected retirement date, subject to any final adjustments. When an employee gives a retirement notice of less than six months, severance benefits shall be communicated in writing to the employee within half of the days of the time from the date of the notice to the projected retirement date.

Section 18.5 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 19 **LAYOFF PROCEDURE**

Section 19.1 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 19.2 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 20 **NON-DISCRIMINATION**

Section 20.1 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 gender.

ARTICLE 21 **GENDER AND PLURAL**

Section 21.1 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 gender.

ARTICLE 22
HEADINGS

Section 22.1 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 23
"PICK-UP" PAYMENTS

Section 23.1 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 24
LABOR MANAGEMENT COMMITTEE

Section 24.1 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 24.2 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 24.3 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 24.4 This committee is not intended to resolve grievances, but is intended to discuss matters of general concern.

Section 24.5 Employee members shall have the right to attend such meetings without loss of pay.

ARTICLE 25
SAVINGS CLAUSE

Section 25.1 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 26
DURATION OF AGREEMENT

Section 26.1 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, 2024 and shall remain in full force and effect until December 31, 2026. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2026, notice of such a desire shall be given prior to November 1, 2026. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract, or if either party subsequent to December 31, 2026 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 _____, 2024.

CITY OF BROOK PARK,

OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION (SERGEANTS
AND LIEUTENANTS)

By: _____

By: _____

By: _____

By: _____

By: _____

MEMORANDUM OF UNDERSTANDING

Filling Vacancies for Lieutenant Positions

This Memorandum of Understanding [MOU] is entered into between the City of Brook Park [Employer] and the Ohio Patrolmen's Benevolent Association, Police Sergeants and Lieutenants bargaining unit [OPBA] [collectively, the "Parties"], and sets forth the following understandings and agreements:

So that the Parties can comply with Article 9, Section 9.2 of the Collective Bargaining Agreement between the Employer and the OPBA, effective January 1, 2024 to December 31, 2026, the Parties agree, on a non-precedent setting basis and only for the limited purposes stated herein, to the following terms to fill the open vacancies of the rank of Lieutenant in an efficient and equitable manner. These terms shall supersede the Revised Code, any promotional terms of the parties' Collective Bargaining Agreement, and the Employer's Civil Service Rules for the limited period stated below.

To immediately establish a Lieutenant eligibility list, the seven (7) current Sergeants shall be immediately deemed eligible for promotion to Lieutenant and shall be listed on the Lieutenant eligibility list in the following order as based on seniority in the rank of Sergeant, as follows:

1. Sgt. George Sakellakis
2. Sgt. James Lally
3. Sgt. Mike Tornabene
4. Sgt. Ryan Walsh
5. Sgt. Harold Duncan
6. Sgt. Chance Ferrell
7. Sgt. Adam Goldenberg (eligible for promotion after June 5, 2024)

The three (3) highest ranking Sergeants on the above Lieutenant eligibility list shall be offered and then promoted to Lieutenant upon execution of this Agreement, with the most senior being promoted first. The remaining Sergeants on the above Lieutenant eligibility list shall be promoted to fill any vacancies in the Lieutenant rank in the order of this list, until either (1) the list is expended and every member of this list was offered and/or promoted to Lieutenant, or (2) after twenty-four (24) months elapse from the signing of this MOU. After either of the two listed preceding events (whichever comes first), the Parties agree that this MOU will become null and void, that any further Lieutenant promotions shall revert back to

the promotional procedures defined by the Revised Code, any terms of the parties' Collective Bargaining Agreement, and the Employer's Civil Service Rules.

Having successfully passed the probationary period for Sergeant, the seven (7) above-listed Sergeants shall not be required to serve a probationary period for Lieutenant upon their promotion.

None of the terms of this MOU shall apply in any way to promotions to the rank of Sergeant. Any promotions to fill any Sergeant vacancies left by promotion of the above-listed employees to Lieutenant shall be in accordance with the promotional procedures defined by the Revised Code, any promotional terms of the parties' Collective Bargaining Agreement, and the Employer's Civil Service Rules.

This Memorandum of Understanding is entered into this _____ day of March, 2024.

Edward A. Orcutt, Mayor

Date

Ohio Patrolmen's Benevolent Association Director

Date

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: COUNCIL AS A WHOLE

AN ORDINANCE

APPROVING THE REZONING OF PERMANENT PARCEL NUMBERS 344-29-077; 344-29-078; 344-29-079; 344-29-080; 344-29-081; 344-29-082; 344-29-083; 344-29-084; AND 344-029-085 FROM U1-A5 TO U2-A6.

WHEREAS, the Ohio Constitution, the General Laws of the State of Ohio, and the Charter of the City of Brook Park vest the City of Brook Park with the power to amend or change such zones, districts, restrictions and regulations from time to time in the interest of the public health, safety, convenience, comfort, prosperity and general welfare; and

WHEREAS, on March 4, 2024 the Planning Commission issued a recommendation to rezone permanent parcel numbers 344-29-077; 344-29-078; 344-29-079; 344-29-080; 344-29-081; 344-29-082; 344-29-083; 344-29-084 and 344-29-085 from U1-A5 to U2-A6, pursuant Charter Section 11.03(b) and this Council finds their recommendation well taken.

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

SECTION 1: Permanent Parcel numbers 344-29-077; 344-29-078; 344-29-079; 344-29-080; 344-29-081; 344-29-082; 344-29-083; 344-29-084 and 344-29-085 will be rezoned from U1-A5 zoning to U2-A6 zoning, a description of the site plan/pictures and a listing of interior and exterior improvements is on file at the Clerk of Council Office.

SECTION 2: The Engineer of the City of Brook Park shall amend the Zoning Map of the City upon passage of this Ordinance.

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 necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reasons to amend a certain parcel of property within our City; 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

DATE

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

Barle H

DIRECTOR OF LAW

1551

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: COUNCIL AS A WHOLE

AN ORDINANCE

APPROVING THE REZONING OF PERMANENT PARCEL NUMBERS 344-15-178;
344-29-086; 344-15-008 AND 344-15-009 FROM U1-A5,U3-B TO U2-A6.

WHEREAS, the Ohio Constitution, the General Laws of the State of Ohio, and the Charter of the City of Brook Park vest the City of Brook Park with the power to amend or change such zones, districts, restrictions and regulations from time to time in the interest of the public health, safety, convenience, comfort, prosperity and general welfare; and

WHEREAS, on March 4, 2024 the Planning Commission issued a recommendation to rezone permanent parcel numbers 344-15-178; 344-29-086; 344-15-008 and 344-15-009 from U1-A5, U3-B to U2-A6, pursuant to Charter Section 11.03(a) and this Council finds their recommendation well taken.

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

SECTION 1: Permanent Parcel numbers 344-15-178; 344-29-086; 344-15-008 and 344-15-009 will be rezoned from U1-A5,U3-B zoning to U2-A6 zoning, a description of the site plan/pictures and a listing of interior and exterior improvements is on file at the Clerk of Council Office.

SECTION 2: The Engineer of the City of Brook Park shall amend the Zoning Map of the City upon passage of this Ordinance.

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 necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reasons to amend a certain parcel of property within our City; 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

DATE

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

[Signature]

DIRECTOR OF LAW