

Safety

CITY OF BROOK PARK, OHIO

P/C 12-20-22
Prior C/P 12-20-22
1st R _____
2nd R _____
3rd R _____
P/C _____

ORDINANCE NO: 11307-2022

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA),
AND DECLARING AN EMERGENCY

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

WHEREAS, said contract shall be effective January 1, 2022 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 Ohio Patrolmen's Benevolent Association, effective retroactively from January 1, 2022 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 General Fund No. 100; theretofore appropriated for said purpose.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and inhabitants thereof, and for the further reason of providing a new contract with the OPBA and the city jailers; 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: December 20, 2022

M. P. Verchio
PRESIDENT OF COUNCIL

ATTEST: Carol Johnson
Clerk of Council

APPROVED: Ed A. Smith
MAYOR

CERTIFICATE

Carol Johnson, 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. 11307-2022

passed on the 20 day of December
20 22 by said council.

Carol Johnson
Clerk of Council

12-20-2022
DATE

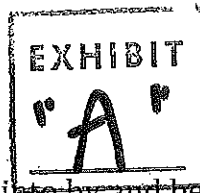
I, Carol Johnson, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 4838-1975: location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #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 12-21-22
Carol Johnson
CAROL JOHNSON
Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coyne	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

[Signature]
DIRECTOR OF LAW



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

ARTICLE I
INTENT OF THE AGREEMENT

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

ARTICLE II
RECOGNITION

2.01 The Employer hereby recognizes the OPBA as the exclusive representative for negotiating wages, hours and other terms and conditions of employment for all sworn full-time bargaining unit members of the Division of Police occupying the position of Jailer, excluding all other full-time and part-time bargaining unit members of the Employer.

2.02 The Employer will furnish, upon request, the OPBA with a list of all bargaining unit members 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 bargaining unit members as hired.

ARTICLE III
MANAGEMENT RIGHTS

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

(a) To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Employer, standards of

service, overall budget, utilization of technology and organizational structure;

(b) To establish, modify and enforce reasonable policies, rules, regulations, and standards for bargaining unit member 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 bargaining unit members;

(f) To lay off bargaining unit members in the event of lack of work or lack of funds or under conditions where the Employer determines that the continuation of such work is unnecessary;

(g) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;

(h) To determine the location of facilities and to introduce new and/or improved equipment and methods;

(i) To determine the financial policies and procedures of the Employer, including the exclusive right to allocate and expend all funds of the Employer;

(j) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

ARTICLE IV **DUES DEDUCTION**

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

4.02 The initiation fees, dues or assessments so deducted will be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA will certify to the Employer the amounts due and owing from the bargaining unit members involved.

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

4.04 A check in the amount of the total dues withheld from these bargaining unit members authorizing a dues deduction will be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

4.05 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 will indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE V

ASSOCIATION REPRESENTATION

5.01 The parties recognize that it may be necessary for a bargaining unit member 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 grievances, and at any meetings at which the Employer requests a representative to be present, but only for such time expended during normal working hours.

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

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

ARTICLE VI

NO STRIKE

6.01 No Strike. Neither the OPBA nor any member of the bargaining unit will directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slowdown, walkout, concealed "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 will be grounds for discipline. The OPBA will not be held liable for the unauthorized activity of the bargaining unit members it represents or its members who are in breach of this section, provided that the OPBA meets all its obligations under this Article.

6.02 The OPBA will, always, cooperate with the Employer in continuing operations in a normal manner and will actively discourage and attempt to prevent any violation of the "no- strike" clause.

6.03 In the event of a violation of the "no-strike" clause, the OPBA will promptly notify all bargaining unit members 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 will advise the bargaining unit members to return to work immediately.

6.04 The Employer will not lock out any bargaining unit members for the duration of this Agreement.

ARTICLE VII **DISCIPLINE**

7.01 Disciplinary action taken by the Employer will only be for just cause.

7.02. A non-probationary employee who is suspended, demoted, or discharged will be given written notice regarding the reason(s) for the disciplinary action. An employee who receives a reprimand by email or voice mail will receive a written notice via hard paper of such reprimand.

7.03. Prior to any suspension or discharge being effective, the non-probationary employee will be notified in writing of the reasons for the suspension or discharge and will be afforded an opportunity to respond in writing within five (5) calendar days after receipt of notice. Such response may, at the employee's election, contain statements of such witnesses and other persons as the employee may wish to present on their behalf. At the Employer's discretion, an employee may be suspended with pay prior to receipt of the employee's response.

ARTICLE VIII **GRIEVANCE AND ARBITRATION PROCEDURE**

8.01 Definitions.

(a) A "grievance" is a dispute or difference between the Employer and the OPBA or the Employer and a bargaining unit member concerning the interpretation or application of any provision of this Agreement.

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

8.02 Grievance Procedure.

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

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

(c) Step 3. If the grievance is not satisfactorily settled at Step 2, it will be reduced to writing with details and remedy requested and submitted to the Police Chief on forms provided by the Employer within five (5) working days after receipt of the Step 2 answer. The Chief will meet with the bargaining unit member 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 bargaining unit member may appeal in writing to the Director of Public Safety on forms provided by the Employer within five (5) working days after receipt of the Step 3 answer. The Director will meet with the bargaining unit member 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.

(e) Step 5. If the grievance is not satisfactorily settled at Step 4, the bargaining

unit member may appeal, in writing, to the Mayor on forms provided by the Employer within five (5) working days of the receipt of the Step 4 answer. The Mayor, or their designee, will respond in writing within five (5) working days of the receipt of the appeal.

(f) Step 6. If the grievance is not satisfactorily settled at Step 5, the OPBA may submit the grievance to arbitration by notice to the Employer within fifteen (15) working days of the Step 5 answer. The parties will promptly meet to mutually agree on an arbitrator to hear the matter. Absent an agreement the OPBA may request from the American Arbitration Association a panel of seven (7) potential arbitrators. The parties will obtain a quote list only of arbitrators from the American Arbitration Association. The parties will thereafter and using the alternate strike method, choose one (1) arbitrator. Fees and expenses of the arbitrator so selected will be shared equally by the parties.

8.03 Attendance at Arbitration. A bargaining unit member or Employer official requested to appear at the arbitration hearing by either party will attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending the arbitration proceeding. Any request made by either party for the attendance of witnesses will be made in good faith. At no time will the number of bargaining unit members in attendance exceed three (3) bargaining unit members at any one time.

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

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

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

ARTICLE IX

DUTY HOURS

9.01 The regular work week for bargaining unit members in the Division of Police will be forty (40) hours, eight hours per day.

9.02 Overtime will be calculated for any hours worked more than eight hours on a scheduled shift.

ARTICLE X

PERMANENT SHIFTS

10.01 There will be permanent shifts for non-probationary bargaining unit members. Bargaining unit members will make an annual shift selection by seniority and submit the same to the Employer for review. Shift assignments will not be used as a form of discipline.

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

10.03 Jailers will not be required to switch shifts to fill a staffing need unless a jailer's absence will be greater than fourteen (14) days. The Employer will seek volunteers to fill shift discrepancies, if there are no volunteers, the Employer agrees to make every effort to fill shift discrepancies by reverse seniority.

ARTICLE XI

OVERTIME

11.01 When a full-time bargaining unit member is required to work more than their regularly scheduled workday, overtime will be computed on a daily rather than weekly basis, such bargaining unit member will receive an overtime payment at the rate of one and one-half (1-1/2) times the bargaining unit member's regular rate of pay for each hour worked beyond the regularly scheduled tour of duty. Time spent for required and approved school, training, staff meetings and court appearances (outside of regular duty time) will be paid at time and one-half (1-1/2), provided, however, that the bargaining unit member will receive a minimum of three (3) hours' pay for each such appearance (whichever is greater). For purposes of court appearances, if any portion of the actual court appearance falls within the bargaining unit member's regular shift time, or if the

actual court time is scheduled within thirty (30) minutes of the regularly scheduled shift, the bargaining unit member will be entitled to additional compensation for only that amount of time spent outside of their regularly scheduled shift.

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

11.03 Bargaining unit members will be eligible to receive either compensatory time or overtime at the rate of time and one-half as noted above. The bargaining unit member compensatory time system will be set-up as a two (2) bank system referred to as the (A) bank, and the (B) bank. Bargaining unit members 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. Bargaining unit members eligible for such time will have the right to receive overtime pay or compensatory pay to be paid at the regular rate of pay with no skill differential as they choose.

11.04 Bargaining unit members 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 will not exceed one hundred twenty (120) hours at any time. Bargaining unit members 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 approved compensatory time as time off will not be used to create or result in overtime payments to other jailers.

(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 will be non-pensionable as set forth in the OPERS statute and the Ohio Administrative Code Rules.

However, when a bargaining unit member accumulates one hundred twenty (120) hours, (A) bank, or two hundred forty (240) hours, (B) bank, of compensatory time, he/she must take overtime pay at the applicable rate of pay for that year.

All bargaining unit members will receive eight (8) hours of compensatory time during the first pay period of each year, which will be added to their compensatory time (A) or (B) bank. Bargaining unit members will inform the Captain which bank the compensatory time is to be placed into by January 15th. If such time creates the compensatory time (A) bank to exceed the one hundred twenty (120) hour limit, or the

compensatory time (B) bank to exceed the two hundred forty (240) hour limit, then this time must be used in such year causing the bank to drop back to the one hundred twenty (120) or two hundred forty (240) hour limit.

11.05 Bargaining unit members who currently have more than one hundred twenty (120) hours of compensatory time in the (A) bank and two hundred forty (240) hours of compensatory time in the (B) bank will not be eligible to receive additional compensatory time and must receive overtime pay until their one of the compensatory time "banks" is reduced to below its respective hour limits.

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

ARTICLE XII **LEAVES**

12.01 Sick Leave. Each bargaining unit member will be credited with sick leave at the rate of ten (10) hours for each completed month of service. Bargaining unit members 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 bargaining unit members, and to illness, injury, or death in the bargaining unit member's immediate family. Unused sick leave will be cumulative without limit. When sick leave is used, it will be deducted from the bargaining unit member's balance based on one hour for every hour of absence from previously scheduled work. A bargaining unit member using sick leave will 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 will be required to justify the use of sick leave. Falsification of either a written, signed statement or physician's certificate will be grounds for disciplinary action, including dismissal. This section will be uniformly administered as to all bargaining unit members. No sick leave may be granted to a bargaining unit member upon or after their retirement or termination of employment.

12.02 Conversion of Unused Sick Leave.

(a) A bargaining unit member who retires will be entitled, as part of the bargaining unit member's final pay, to a lump sum payment of one-half (1/2) of all the bargaining unit member's accrued and unused sick leave not to exceed a maximum payout of 1200 hours (1/2 of 2400 hours equals 1200 hours maximum payout). The payment will be based upon the bargaining unit member's hourly rate on the last date of employment and will eliminate all accrued and unused sick leave. To be eligible, a bargaining unit member must have at least ten (10) years 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 their estate upon their death.

12.03 Funeral Leave. A full-time bargaining unit member will be granted a leave of absence with pay, not to be charged against sick leave, in the event of the death of their spouse, mother, father, or legal guardian within the family environment, child, stepchild, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, or sister-in-law. The attendance of funerals for other family members as approved by the Chief of Police will be charged against sick leave. The bargaining unit member will be granted three (3) working hours leave. To be eligible, the bargaining unit member 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 will be grounds for disciplinary action, including discharge. Eighty (80) hours of leave will be granted to a member of the Department whose spouse, parent, or child dies. Bargaining unit members may utilize sick leave for more than three (3) days.

12.04 Jury Duty Leave. Any full-time member of the Division of Police who is called for jury duty and any full-time bargaining unit member who is called and serves on the jury in any court, either federal, county, or municipal, will be paid their regular salary less any compensation received from such court for jury duty as provided for in the Ohio Revised Code.

12.05 Wage Continuation/Transitional Work Policy. All bargaining unit members are subject to the Employer's Wage Continuation/Transitional Work Policy which is on file at the Human Resources Commissioner's Office.

12.06 Leave of Absence Without Pay.

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

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

corresponding to the starting date of the leave of absence without pay.

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

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

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

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

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

12.08 Sick Leave Bonus. Effective January 01, 2012, any bargaining unit member who does not utilize any paid sick leave for a period of three (3) consecutive months will be entitled to eight (8) hours of compensation. At the bargaining unit member's option, this compensation is to be ten (10) hours of straight time placed into the bargaining unit member's compensatory time (B) bank or paid in cash in the first pay period following each three-month period. The cash payment will be in a separate check and distinct from any other regular compensation. The consecutive month periods will be:

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

12.09 Family and Medical Leave Act. Bargaining unit member may request and be granted time off without pay pursuant to the Family and Medical Leave Act of 1993 (FMLA). Such time off without pay will not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision will be computed when first approved. During

such leave, the bargaining unit members will continue to receive health insurance benefits with the same conditions as set forth in Article XVII. Bargaining unit members are subject to the Employer's FMLA policy.

ARTICLE XIII

VACATION

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

<u>Years of Service</u>	<u>Length of Vacation</u>
After 1 year	80 hours
After 5 years	120 hours
After 10 years	160 hours
After 15 years	200 hours
After 20 years	240 hours

Compensation for vacation will be based upon forty (40) hours of pay at the bargaining unit member's regularly hourly rate for each week of vacation.

13.02 Any break in service by a bargaining unit member will result in a forfeiture of all accumulated years of service. Break in service will mean retirement or resignation by a bargaining unit member or termination by the Employer, which is final.

13.03 Accumulation Vacation will be taken in the calendar year following the calendar year in which it is earned, except that all bargaining unit members of the Division of Police may accumulate up to three times their annual vacation provided that in no event will such accumulation exceed ten (10) weeks (400 hours). Accrued vacation time in excess of accumulation permitted by the preceding paragraph, and carried over to the following calendar year, will be forfeited.

13.04 Bargaining unit members may be permitted to take their earned vacation time (1-6 weeks), one day at a time if permission for such vacation has been secured from the Chief or their designee and further provided that such vacation does not cause overtime.

13.05 Bargaining unit members may be permitted to take their earned vacation time (1-6 weeks), in hourly increments if permission for such time off has been secured from the Chief or their designee and further provided that such time off does not create overtime.

13.06 Effective January 1, 2016, all bargaining unit members receiving six (6) weeks of paid vacation will have the option of receiving cash for one (1) vacation week per year. Payment for this week of vacation will be paid concurrent with the first pay day in December of each year. A bargaining unit member wishing to utilize this option must notify the Police Chief on or before November 1ST of each year.

ARTICLE XIV **HOLIDAYS**

14.01 All full-time bargaining unit members who work the following holidays will be compensated at the overtime rate for all hours worked:

Independence Day

New Year's Day

President's Day

Martin Luther King Day

Memorial Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

In lieu of holidays, bargaining unit members will be credited with eighty (80) hours of time off and such time off will be taken according to departmental policy, except that should any holiday be taken prior to the actual date of the holiday, a bargaining unit member will be liable for repayment of the holiday pay to the Employer if the bargaining unit member ceases to be an bargaining unit member of the Employer by the date of the holiday.

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

14.03 All full-time bargaining unit members will be entitled to twenty-four (24) personal hours. Time off will be taken according to departmental rules.

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

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

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

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

Any bargaining unit member not utilizing this annual benefit will receive a check

for two hundred dollars (\$200.00) for each day not utilized in the preceding year. Such payment to be issued by January 31st and will be in a separate check and distinct from any other regular compensation.

ARTICLE XV COMPENSATION

15.01

	<u>Retroactive</u>	<u>+0%</u>
	<u>To 1/1/2022</u>	<u>1/1/2023</u>
Start	\$41,600 (\$20hr)	\$41,600 (\$20hr)
After 12 months	\$43,680 (\$21hr)	\$43,680 (\$21hr)
After 24 months	\$45,760 (\$22hr)	\$45,760 (\$22hr)
After 36 months	\$47,840 (\$23hr)	\$47,840 (\$23hr)
After 48 months	\$48,277 (\$23.21hr)	\$48,277 (\$23.21hr)

In addition to the above salaries, all bargaining unit members will receive longevity in the following amounts at the time so specified. Longevity payments will be divided into the bargaining unit members bi-weekly pay and included in the calculation of overtime rates.

Length of Service

Amount

5 years	\$500
10 years	\$1000
15 years	\$1500
20 years	\$2000
25 years	\$2500

15.02 Shift Differential. Bargaining unit members assigned to the 1500hrs to 2300hrs and 2300hrs to 0700hrs shifts will receive a payment of \$0.75 per hour for shift differential.

15.03 Professional Pay In order to encourage continuing professional training and proficiency, all bargaining unit members who undertake training and are certified in the following fields:

CPR/AED Trained

Members will receive an annual professional wage supplement in the amount of \$500.00 annually provided. 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.

15.04 Extra Training Pay.

(a) All full-time bargaining unit members who have completed forty-four (44) credit hours (based upon a college quarter system) or thirty (30) credit hours (based upon a college semester system) in Law Enforcement courses with a grade of "C" or better in each course will, receive two (2%) percent of the top Jailer salary in addition to their annual salary as an incentive for completing such Law Enforcement courses.

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

(c) All full-time bargaining unit members who obtain a degree above an Associate Degree in Law Enforcement, such as a bachelor or master's degree, and provided the courses taken to earn such degree are job related to police technology, will receive four (4%) percent of the top Jailer 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 during the first pay period of July of each subsequent year; however, if a bargaining unit member 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 will pay the individual an additional two (2%) percent upon receipt of such degree.

(e) The maximum payment per year for any bargaining unit member under this Section will be four (4%) percent of the top Jailer salary in addition to a bargaining unit member's annual salary.

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

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

(h) The agreement to reimburse the Employer must be in the form of a

notarized affidavit signed by the bargaining unit member. The reimbursement must take place within ten (10) months from the date the bargaining unit member first missed work to attend classes or prior to termination of employment with the City of Brook Park, whichever occurs earlier.

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

15.05 If there is sufficient staffing available, the Chief may permit a bargaining unit member to attend duty-related classes while on duty with no charge against their accumulated time record.

ARTICLE XVI **INSURANCE**

16.01 Hospitalization Insurance.

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 bargaining unit member for single and family hospitalization, medical service coverage and prescription coverage under the current plan or a similar plan. All deductions will be made on a pretax basis.

Prescription coverage will be as follows under the current plan or a 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 will have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussion with the Association, provided that the benefits in such new policy are like the current policy.

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

premium for bargaining unit member and family coverage and orthodontia coverage.

16.03 Life Insurance.

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

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

16.04 Vision Care. The Employer will provide a vision care program, under the current program or a similar program as follows:

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

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

ARTICLE XVII
CLOTHING ALLOWANCE

17.01 Bargaining unit members will be provided an annual clothing allowance of one thousand (\$1000.00) dollars in January of each year.

ARTICLE XVIII
MISCELLANEOUS

18.01 Medical Examinations. In any instance where the Employer sends a bargaining unit member for a medical examination, the Employer will pay the cost of the examination and will pay the bargaining unit member for the time expended taking such examination.

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

18.03 Disciplinary Notices. For purposes of disciplinary action only, a disciplinary notice will remain in the bargaining unit member's personnel folder for only two (2) years, except for time off for suspension incidents.

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

18.05 Outsourcing or Consolidation of Jail Operations

In the event an employee is subject to job abolishment due to the outsourcing or consolidation of the City's jail operations with other jurisdictions/entities, a bargaining unit member will be entitled to severance pay in the amount of 347 hours of the employee's base rate of pay. In lieu of severance pay, the bargaining unit member may choose to apply for any open position in the City for which they are qualified.

This Article is not subject to the contractual grievance and arbitration procedure. The Union acknowledges and agrees that the Employer has no further obligations to negotiate the topic of the subcontracting or reallocation of bargaining unit work in the event of consolidation of the City's dispatch operations with another jurisdiction/entity during the life of this Agreement or as long as this Agreement remains in effect.

ARTICLE XIX

LAYOFF PROCEDURE

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

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

ARTICLE XX

NON-DISCRIMINATION

20.01 The Employer and the OPBA agree not to discriminate against any bargaining unit member(s) on the basis of race, religion, color, creed, national origin, age, sex, disability, or any other status protected by law.

20.02 The OPBA and City expressly agree that membership in the OPBA is at the option of the bargaining unit member and that it will not discriminate between members and nonmembers.

ARTICLE XXI

HEADINGS

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

ARTICLE XXII

"PICK-UP" PAYMENTS

22.01 Within a reasonable period from the ratification of this contract, the Employer will initiate a pension "pick-up" plan. Specifically, the members' gross salary will be reduced by the full amount of said contribution. The members' contributions which are "picked up" by the Employer will 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 Ohio Public Employees Retirement System benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this contract. The Employer's contribution to the Ohio Public Employees Retirement System will be calculated on the full salary of members before the "pick-up" is deducted from gross salary.

ARTICLE XXIII

HEALTH & SAFETY

23.01 The Employer agrees to provide the following:

1. OC Spray
2. Restraint chair
3. Spit hoods
4. Gloves
5. Masks
6. Convex Shields
7. Initial and ongoing training on all equipment.

ARTICLE XXIV

LABOR MANAGEMENT COMMITTEE

24.01 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.

24.02 The Labor Management Committee will consist of the Mayor or their designated representative and the Brook Park Chief of Police and two representatives of the OPBA.

Said committee will meet at least once every three (3) months for the purpose of discussing or attempting to resolve any mutual work-related problems.

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

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

24.05 Bargaining unit member members will have the right to attend such meetings without loss of pay.

ARTICLE XXV

SAVINGS CLAUSE

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

ARTICLE XXVI

SHIFT TRADE/ RESCHEDULING

26.01 Bargaining unit members may trade scheduled workdays or shifts with approval of the Captain. Approval for such shift trades or workday trades will not be unreasonably denied. Each scheduled workday or shift trade can only be done between pay periods.

26.02 During any given pay period, bargaining unit members may change scheduled days off with the approval of the Captain if such request does not create overtime.

26.03 Shift trades by bargaining unit members will be limited to thirty (30) days in a calendar year.

ARTICLE XXVIII

PROBATIONARY PERIOD

28.01 All newly hired bargaining unit members will be required to serve a probationary period of one (1) year. During said period, the Employer will have the right to discipline or discharge such bargaining unit members and any such action will not be appealable through the disciplinary, grievance or arbitration procedures herein contained. Bargaining unit members will have no security during such probationary period. However, upon completion of the probationary period, seniority will start from date of hire.

28.02 If a new bargaining unit member is discharged or quits while on probation, and is later rehired, he will be considered a new bargaining unit member.

ARTICLE XXVIII
DURATION OF AGREEMENT

This Agreement is prospective only and represents the complete Agreement on the matters herein between the Employer and the OPBA. Except as otherwise noted herein this Agreement will become effective on ratification and will remain in full force and effect until December 31, 2023. If either party desires to make any changes in the Agreement for a period after December 31, 2023, notice of such a desire will be given prior to November 01, 2023. If such notice is given, this Agreement will remain in effect until the parties reach agreement on a new contract. If no notice seeking modification is given, then the Agreement will remain in effect for another year, although notice may be given in any subsequent year prior to November 01, and the procedure stipulated herein will take effect.

This Agreement will be subject to a "me too" agreement relating to any changes regarding increases, in wages or economic benefits in the Agreement between the Employer and the International Association of Fire Fighters, AFL-CIO, during the 2022-2024 collective bargaining agreement.