

CITY OF BROOK PARK, OHIO

P/C 11394-2024 Safety
CA _____
1st R _____
2nd R _____
3rd R _____
B/C _____

ORDINANCE NO: 11395-2024

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.

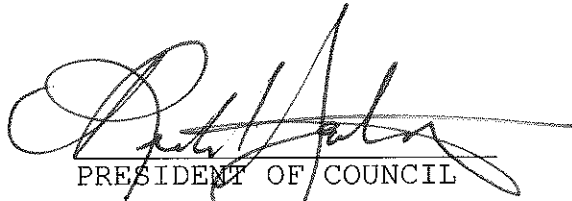
SECTION 2: The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated for said purpose.

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: March 20, 2024


PRESIDENT OF COUNCIL

ATTEST: Carol Johnson
Clerk of Council

APPROVED: Elisabeth A. Smith
MAYOR

3-20-24
DATE

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. 11395-2024 passed on the 20 day of March 20 24 by said council.
Carol Johnson
Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input 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"/>
McCorkle	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dufour	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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


DIRECTOR OF LAW

City of Brook Park/Ohio Patrolmen's Benevolent Association (Sergeants and Lieutenants) 2024-2026

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

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AGREEMENT

This Agreement is made and entered into by and between the City of Brook Park (hereinafter referred to as the "Employer" 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