P/C 6/7/16 Finance
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B/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 10027-2016

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE BROOK PARK SAFETY DISPATCHERS/CLERKS, FRATERNAL ORDER OF POLICE ASSOCIATION (SAFETY DISPATCHERS/CLERKS), AND DECLARING AN EMERGENCY

WHEREAS, a contract between the City and the Brook Park Safety Dispatchers/Clerks, Fraternal Order of Police Association 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, 2016 through December 31, 2018.

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

SECTION 1: The Mayor is hereby authorized to enter into a contract on behalf of the City with the Brook Park Safety Dispatchers/Clerks, Fraternal Order of Police Association effective January 1, 2016 through December 31, 2018, 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 Brook Park Safety Dispatchers/Clerks, Fraternal Order of Police Association expired

on December 31, 2015; 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: June 21, 2016

PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak
Clerk of Council

APPROVED:

MAYOR

6/22/2016
DATE

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

DIRECTOR OF LAW

CERTIFICATE

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 10027-2016 passed on the 21st day of June 20 16 by said council.

Michelle Blazak
Clerk of Council

I, Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/ resolutions was made by posting true copies at six of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #1 Fire Station 5590 Smith Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commencing June 23, 2016

Michelle Blazak
MICHELLE BLAZAK
Clerk of Council

	Yea	Nay
Troyer	X	
Mencini	X	
Powers	X	
Scott	X	
Burgio	X	
McCormick	X	
Salvatore	X	

A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

AND

THE CITY OF BROOK PARK, OHIO

(SAFETY DISPATCHERS/CLERKS)

EFFECTIVE: January 1, 2016
EXPIRES: December 31, 2018

AS PREPARED BY:

Lucy DiNardo
Staff Representative
FOP/Ohio Labor Council, Inc.
2721 Manchester Road
Akron, OH 44319-1020
330-753-7080

AGREEMENT

This Agreement is made and entered into by and between the City of Brook Park (hereinafter referred to as the "Employer") and FOP, Ohio Labor Council, Inc. (hereinafter referred to as "Union").

ARTICLE I INTENTION OF THE AGREEMENT

1.1 The Employer has recognized Union as the representative of all full-time safety dispatchers/clerks of the City of Brook Park, Ohio. 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 service during the term of this Agreement.

ARTICLE II RECOGNITION

2.1 The Employer agrees that it has and will continue to recognize Union as the exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all employees occupying the position of full-time safety dispatcher/clerk, and the Head Dispatcher, excluding all other employees of the Employer.

2.2 The Employer will furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment upon request. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE III MANAGEMENT RIGHTS

3.1 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 Employer, 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, and to subcontract;

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

4.1 The Employer agrees to deduct from the wages and salaries of the bargaining unit members' dues required by the Union by payroll deduction. All members of the bargaining unit all either become dues paying members of the Union, or as a condition of continued employment, remit to the Union a fair share fee in the amount set by the Union per person per month in accordance with the provisions of O.R.C. 4117.09(C), starting the thirty-first (31) day of employment with the Employer.

4.2 Dues and Fair Share Fees shall be paid over by the Employer once each month to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611 or such address as set by the Union from time to time.

4.3 An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time during the fifteen (15) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of employee to revoke during that period.

4.4 The Employer's obligation to make deduction shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

4.5 The Union will indemnify and hold the Employer harmless from any action growing out of deductions hereunder and commenced by an employee against the Employer.

4.6 All bargaining unit employees who are not members of the FOP/Ohio Labor Council shall pay a fair share fee to the Union in the amount of employee dues as set by the Union from time to time. The deduction to the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

ARTICLE V NO STRIKE

5.1 **Dispute Resolution**. The Employer and Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and Union to avoid work stoppages and strikes.

5.2 **Arbitration**. If, as a result of an employee's failure to exhaust all contract grievance procedures, a strike or work stoppage or slowdown occurs, and such employee or employees are disciplined, which may include discharge, the disciplinary action taken by the Employer and the issue of guilt shall be subject to the grievance procedure up to and including arbitration.

5.3 **No Strike**. Neither the Union nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, 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 Union 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 Union meets all of its obligations under this Article.

5.4 **Association Cooperation**. The Union shall at all times cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the 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 Association. The Association shall advise the employees to return to work immediately.

5.5 **Lockout**. The Employer shall not lock out any employees for the duration or this Agreement.

ARTICLE VI DISCIPLINE

6.1 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. An employee has the right to the presence and advice of a Union representative at all disciplinary interrogations.

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

6.3 Any disciplinary action against a non-probationary employee shall be processed in accordance with the dispute resolution procedure in Article VII of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

ARTICLE VII DISPUTE RESOLUTION

7.1 **Definitions.**

A. A "grievance" is a dispute or difference between the Employer and Union or the Employer and an employee covered by the terms of this Agreement, concerning the interpretation or application of only the provisions of this Agreement.

B. For the purpose of this Article, "working days" means Monday through Friday.

C. Pursuant to 4117.10(A), this is a binding grievance procedure and is the exclusive remedy to such disputes noted in A. above.

D. In the event the Employer or its representative 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.

7.2 **Grievance Procedure.**

Step 1:

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

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 Safety Director on forms provided by the Union within five (5) working days after receipt of the Step 1 answer. The Safety Director will

meet with the employee and with representatives of the Union within five (5) working days of the receipt of the grievance and will provide the Union with a written answer within two (2) working days after the meeting.

Step 3:

If the grievance is not satisfactorily settled at Step 2, the employee may appeal the grievance within five (5) working days of the receipt of the Step 2 answer. The Mayor, or designee, shall respond in writing within five (5) working days of the receipt of the appeal.

Step 4:

If the grievance is not satisfactorily settled at Step 3, the Union must submit the grievance to arbitration by notice to the Employer within thirty (30) working days of the Step 3 answer. The parties will select an arbitrator from the permanent panel as set forth in Section 7.07. Arbitrators shall conduct hearings pursuant to the rules of the American Arbitration Association. Fees and expenses of the arbitrator so selected will be shared equally by the parties.

7.3 **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.

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

7.5 **Authority of Arbitrator**. The arbitrator shall nave 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.

7.6 **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 Union 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.

7.7 **Permanent Panel**. There is hereby established a permanent panel of arbitrators during the terms of this Agreement as follows: (1) Robert G. Stein; (2) David Pincus; (3) Jonathan Klein; (4) Harry Graham, and (5) James M. Mancini.

ARTICLE VIII DUTY HOURS

8.1 The regular work week for employees will be forty (40) hours, not necessarily consecutive, Sunday through Saturday. All hours worked over forty (40) in one (1) week will be computed at time and one-half the employee's regular rate of pay, but there shall be no pyramiding of overtime.

8.2 All safety dispatchers/clerks, who adjust their schedules four (4) times per year for training (in-service or otherwise departmental approved), schedule adjustment to fit manpower needs, or for other operational need, which does not result in the employee receiving overtime compensation, shall receive sixteen (16) hours of pay a year in December 1, of each year of the Agreement.

8.3 Regularly scheduled overtime shall be equalized and offered by seniority and shift when the equalization is met. The Employer will use its best efforts to allow equalization of emergency overtime. Overtime equalization lists shall be maintained by and be the responsibility of the associate and alternate of the bargaining unit. In the event an employee is erroneously passed over on the equalization lists, the Employer will not be held responsible and the associate or alternate will rectify the error by reinstating the employee to the list.

8.4 Employees shall be eligible to receive either compensatory time or overtime at the rate of time and one-half as noted above. Employees may accumulate no more than eighty (80) hours of compensatory time. Employees eligible for such time shall have the right to receive overtime pay or compensatory pay. However, when an employee accumulates eighty (80) hours of compensatory time, he/she must take overtime pay at the applicable rate of pay for that year. Employees shall receive eight (8) hours of compensatory time during the first pay period of each year, which shall be added to their compensatory bank. If such time creates the compensatory time bank to exceed eighty (80) hour limit, then this time must be used in such year causing the bank to drop back to eighty (80) hour limit.

Employees who currently have more than eighty (80) hours of compensatory time will not be eligible to receive additional compensatory time and must receive overtime pay until their compensatory time "bank" is reduced to below eighty (80) hours. The use of compensatory time may not create an overtime situation elsewhere in the department.

8.5 Employees required to appear outside of regular duty time and in connection to their employment will be paid overtime compensation on an hour-for-hour basis for the appearance. If the required time appearance is not contiguous to the employee's scheduled shift, the employee shall be entitled to a minimum of three (3) hours overtime compensation.

8.6 Duty hours shall not be changed by the Employer for the sole purpose of avoiding the payment of overtime.

ARTICLE IX LEAVES

9.1 **Sick Leave**. Each employee shall be credited with sick leave at the rate of 4.6 hours for each completed eighty (80) hours. 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 limitation. 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, or the absence is for more than two (2) consecutive workdays, 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. The abuse or patterned use of sick leave may be cause for disciplinary action up to and including termination of employment.

9.2 **Conversion of Unused Sick Leave**. An employee who retires shall be entitled, as part of the employee's final pay, to a lump sum payment of one-half of all of the employee's accrued and unused sick leave, not to exceed a maximum payout of 1,200 hours. The payment will be based upon the employee's hourly rate on the last date of employment and will eliminate all accrued and unused sick leave. To be eligible, an employee must have at least ten (10) years of full-time employment with the Employer. "Retirement" means disability or service retirement under any State of Ohio retirement system where the employee is immediately eligible to receive pension payments. The above sick leave conversion payment will be paid after a member retires, or paid to his/her estate upon his/her death.

9.3 **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, children, stepchildren, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent or legal guardian within the family environment. The employee will be granted twenty-four (24) working hours leave. To be eligible, the employee must notify the Employer in the manner it will establish, and attend the funeral. Failure to do so or misrepresentation of the facts relating to funeral leave shall be grounds for disciplinary action including discharge. With the prior approval of the Chief of Police, the attendance of funerals for other family members or the extension of the above time limits shall be charged against the employee's sick leave. Eighty (80) hours of leave shall be granted to a member of the Department whose spouse or child or parent dies.

9.4 **Jury Duty Leave**. Any full-time safety dispatcher/clerk 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.

9.5 **Leave Donation Program**. Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the leave donation program is to allow employees to voluntarily provide assistance to 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 the employee first exhausts all of his or her accumulated leave time. Employees may not actively solicit donations for paid leave.

9.6 **Family and Medical Leave Act.** Employees may request and be granted time off without pay pursuant to the Family and Medical Leave Act of 1993 (FMLA). Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave, the employee shall continue to receive health benefits with the same condition set forth in Article XIII. Employees may choose to have their accumulated sick time deducted concurrent with their FMLA leave, but will stipulate as to how long and how much when filing for FMLA leave. Employees are subject to the Employer's FMLA policy.

9.7 **Sick Leave Bonus**. Effective January 1, 2012, any employee who does not utilize any paid sick leave for a period of four (4) consecutive months shall be entitled to eight (8) hours of compensation. This compensation to be eight (8) hours of time placed into the employee's compensatory time bank or in cash money in the first pay period following each four (4) month period. Such payment shall be separate and distinct from any other regular compensation to be received. The four (4) consecutive month periods shall be 1) January, February, March, and April, 2) May, June, July, and August, 3) September, October, November, and December.

ARTICLE X VACATION

10.1 All full-time employees shall be granted the following vacation leave, with pay, for each year based on length of service with the Employer. Vacation shall be taken at a time mutually convenient to the Employer and the employee. The Employer may allow two (2) employees to take vacation at the same time provided they are not scheduled on the same shift.

Years of Service	Length of Vacation
After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 18 years	5 weeks

10.2 Compensation for vacation shall be based on forty (40) hours of pay at the employee's regular hourly rate for each week of vacation.

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

10.4 Employees may be permitted to take vacation one day at a time provided that permission for such vacation has been secured from the Chief or designee provided that such vacation does not cause overtime.

10.5 Employees may be permitted to take their earned vacation time (1-5 weeks) in hour increments provided that permission for such time off has been secured from the Chief or his designee and further provided that such time off does not create overtime.

ARTICLE XI HOLIDAYS

11.1 All full-time employees shall be entitled to eight (8) hours of paid holidays for each of the following days:

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

Time off for each holiday shall be taken according to departmental rules, except that should any holiday be taken prior to the actual date of the holiday, an employee shall be liable for repayment of the holiday pay to the Employer if the employee ceases to be an employee of the Employer by the date of the holiday. If a full-time employee works on one of the holidays shown above, the employee will be paid time and one-half for the hours worked.

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

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

11.4 Effective January 1, 2015, all full-time employees who are not on the department's sick leave abuse program shall be entitled to exchange up to eighty (80) hours holiday leave each year for cash compensation. The employee must inform the Employer of the number of holiday hours, if any, he/she 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 separate and distinct from any other regular compensation to be received.

ARTICLE XII COMPENSATION

12.1 Effective January 1, 2016 2% added to the current wage rate

Effective January 1, 2017 2% added to the current wage rate

Effective January 1, 2018 2% added to the current wage rate

12.2 Employees shall receive a shift differential in the amount of an additional twenty-five ($.25) cents per hour for working the afternoon shift, and an additional thirty ($.30) cents per hour for working the night shift.

12.3 Effective January 1, 2016 all employees, in addition to their salary, shall receive longevity payments in accordance with the following schedule:

After five (5) years	$ 550.00
After ten (10) years	$1,271.00
After fifteen (15) years	$1,986.00
After twenty (20) years	$2,697.00
After twenty-five (25) years	$3,410.00

12.4 In the event the Employer creates a Head Dispatcher position, such position shall be paid four (4%) percent greater than the basic salary schedule (after four years). The payment of this stipend shall not be deemed a promotion for Civil Service testing purposes.

12.5 **Professional Pay Supplement.** Effective January 1, 2015 and thereafter, Certified employees shall be eligible to receive a Professional Pay Supplement of $750.00 for completing and maintaining emergency medical dispatch certification. The payment for the Professional Pay will be in the first pay period of July of each year of this Agreement and will be in a separate check and distinct from any other compensation.

ARTICLE XIII INSURANCE

13.1 Healthcare: Effective September 22, 2014, the City shall provide coverage as noted in Appendix A on the following basis:

400/800 deductible plan – employees match 15%
1000/2000 deductible plan – employees match 10%

Option 1 - Medical Plan 1 $400/$800 Deductible

15% Employee Contribution

Monthly Cost	Monthly Cost	Per Employee	Per Pay (26 pays)
Employee	$ 536.08	$ 80.41	$37.11
Employee + Spouse	$1,036.71	$155.51	$71.77
Employee + Child(ren)	$ 893.42	$134.01	$61.85
Family	$1,469.66	$220.45	$101.75

Option 2 - Medical Plan 1 $1000/$2000 Deductible

10% Employee Contribution

Monthly Cost	Monthly Cost	Per Employee	Per Pay (26 pays)
Employee	$ 536.08	$ 53.61	$24.74
Employee + Spouse	$1,039.71	$103.67	$47.85
Employee + Child(ren)	$ 893.42	$ 89.34	$41.23
Family	$1,469.66	$146.97	$67.83

These rates will be in effect in 2014 & 2015. Thereafter, the rate will be determined by actual costs.

(A) The Employer shall have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussion with the Union, provided that the benefits in such new policy are equivalent to the current policy.

(B) The Employer may change health plan carriers, benefits or administrators under this Article or to self-insure, providing such changes are comparable to existing benefits.

13.2 **Dental Insurance.** The Employer will provide each member of the Division of Safety dental insurance coverage under the current plan or a substantially similar plan and/or other delivery systems 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 will pay the equivalent of the premium for employee and family coverage and orthodontia coverage.

13.3 **Life Insurance.**

(a) The Employer will provide and pay the full premium for all full-time employees for a convertible life insurance policy of twenty-five thousand ($25,000.00) dollars.

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

13.4 **Vision Care.** The Employer shall provide a vision care program through the current program or a substantially similar program.

ARTICLE XIV CLOTHING ALLOWANCE

14.1 Employees, when first hired, shall be initially provided a clothing allowance of eight hundred ($800.00) dollars. Thereafter, employees shall be provided an annual clothing allowance of eight hundred ($800.00) dollars in January of each year of the Agreement.

ARTICLE XV MISCELLANEOUS

15.1 **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.

15.2 **Probationary Period**. There shall be a one (1) year probationary period in which employees may be terminated for any reason whatsoever and have no recourse to the grievance and arbitration procedure or to the Civil Service Commission.

15.3 **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.

15.4 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.

15.5 **Field Training Officer**. Any Bargaining Unit Member who acts as a Field Training Officer shall be compensated one (1) additional hour at time and one-half for each eight (8) hour tour of duty as a Field Training Officer in addition to time worked.

If the employee works less than an eight (8) hour shift in the capacity of Field Training Officer, additional compensation shall be reduced on a pro rata basis.

ARTICLE XVI LAYOFF PROCEDURE

16.1 If a layoff of a safety dispatcher/clerk 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 safety dispatcher/clerk should become necessary, the Employer shall pay the safety dispatcher/clerk laid off the following: (1) regular overtime pay due; (2) compensatory time due; and (3) accrued but unused vacation time.

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

ARTICLE XVII NON-DISCRIMINATION

17.1 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or disability.

17.2 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE XVIII GENDER AND PLURAL

18.1 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, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XIX HEADINGS

19.1 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 effect any interpretation of any such Article.

ARTICLE XX "PICK-UP" PAYMENTS

20.1 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 "compensation" for the purposes of the 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 Public Employees Retirement System will be calculated on the full salary of members before the "pick-up" is deducted from gross salary.

ARTICLE XXI SAVINGS CLAUSE

21.1 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 the Union will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE XXII DURATION OF AGREEMENT

22.1 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise noted herein shall become effective on January 1, 2016, and shall remain in full force and effect until December 31, 2018, or until the completion of the relocation of the dispatch operation to the Parma Ohio dispatch facility. If either party desires to make any changes in the Agreement, notice of such a desire shall be given sixty (60) days prior to expiration. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract, or either party, subsequent to expiration of the Agreement, delivers a written notice to the other party stating that this Agreement shall terminate seven (7) days after receipt of that notice. If no notice seeking modification is given, then the Agreement shall remain in effect for another year, although notice may be given in any subsequent year prior to expiration and the procedure stipulated herein shall then take effect.

ARTICLE XXIII ASSOCIATION RECOGNITION

23.1 The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of representative. The Union 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 or designee. 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.

23.2 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.

23.3 Associate(s) of the Union shall be allowed three (3) hours per month off, with pay, for the purpose of attending Ohio Labor Council meetings. Requests for time off must be made in writing to the Director's office.

ARTICLE XXIV SENIORITY

24.1 Seniority shall be determined by the length of service with the Department of Public Safety of the City of Brook Park. In the event that an employee shall have formally been separated from the Department of Public Safety of the Employer, and is subsequently rehired, the seniority for such rehired employee shall be determined by the length of service with the Department of Public Safety since the date of rehire. For pension purposes, ERISA shall govern the calculation or seniority.

ARTICLE XXV LABOR/MANAGEMENT COMMITTEE

25.1 It is agreed by and between the Employer and the Union that it is in the best interest of the parties to create a Labor Management Committee for the purpose of discussing areas of mutual concern.

25.2 The Labor Management Committee shall consist of the Mayor or designated representative, Director of Public Safety, and two (2) representatives of the Union. Said committee shall meet at least once every three (3) months for the purpose of discussing or attempting to resolve any mutual work-related problems.

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

25.4 This Committee is not intended to resolve grievances, but is intended to discuss matters of general concern.

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

ARTICLE XXVI PERMANENT SHIFTS

26.1 There shall be permanent shifts for safety dispatchers. The Union will be responsible to balance shifts among senior and junior members. In that regard, Union 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.

26.2 The Employer shall have the right to request that a safety dispatcher be removed from his/her selected shift for good cause. After such request, the parties shall meet and negotiate before the Employer makes a final decision as to such removal. The Employer will make every effort not to switch a dispatcher's shift during the calendar year; provided, however, that

if a shift discrepancy occurs during the year, the Employer will meet with the Union in a Labor Management Meeting before it makes any final decision. The Employer will take into consideration the seniority of the employee(s) and the operational needs prior to making any shift change under this provision. Nevertheless, affected individuals shall have the right to file a grievance regarding such shift change. No action on shift change will be taken until the completion of Step 3 of the grievance/arbitration procedure.

26.3 New hires will fill vacancies on shifts and/or fill in where needed until the end of a calendar year.

ARTICLE XXVII FAMILY MEDICAL LEAVE

27.1 Employees of the bargaining unit shall be subject to the Employer's Family and Medical Leave Policy and all such modifications of such policy to the same extent as other City employees.

ARTICLE XXVIII WAGE CONTINUATION/TRANSITIONAL WORK

28.1 All employees are subject to the Employer's Wage Continuation/Transitional Work Policy.

ARTICLE XXIX UNPAID LEAVES OF ABSENCE

29.1 An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay for a period not to exceed one (1) year because of injury, illness, educational purposes, or other personal reasons. The decision to grant the leave, the length of the leave period, and all other terms and conditions of the leave will be at the sole discretion of the Employer, with consideration given to the reasons and evidence presented by the employee to the Employer.

29.2 All leaves of absence (and any extensions thereof) must be requested in writing by the employee and submitted to the Employer. The Employer will grant or deny the request in writing. Except in cases of emergency, the leave request shall be submitted to the Employer not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, the employee shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within five (5) working days from the date the application was made of the approval or disapproval of the leave of absence request for ten (10) working days or less. For a leave request in excess of ten (10) working days, the employee will be notified within two (2) weeks from the date the application was made of the approval or disapproval of the leave. An employee who is granted such a leave shall not accrue any benefits during his absence, except seniority. The employee may continue his/her insurance coverage by paying the appropriate monthly premiums to the Director of Finance.

29.3 Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave cancelled immediately and be subject to disciplinary action.

29.4 When an employee returns to work after a leave of absence, he will be assigned to the position which he formally occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work.

29.5 An employee may request a return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

ARTICLE XXX TOTAL AGREEMENT

30.1 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

30.2 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the parties at the time they negotiated and signed this Agreement. This Agreement represents the entire agreement between the Employer and the Union.

30.3 Modifications of this Agreement may be made only by mutual agreement of the parties. The party proposing to modify the Agreement shall so notify the other in writing. Within thirty (30) days thereafter, the parties shall meet to discuss the proposed modification.

ARTICLE XXXI EXECUTION

31.1 In Witness Whereof, this Agreement is hereby executed by the parties this 3rd day of June, 2016.

FOR THE UNION:

Lucy DiNardo

FOR THE EMPLOYER:

Thomas J. Coyne, Mayor

Memorandum of Understanding

Re: Part-time employees

Effective with the ratification of this Agreement the parties agree that the City shall have the right to hire a minimum of two (2) non bargaining unit part-time dispatch employees.

MEDICAL MUTUAL

City of Brook Park
SuperMed Plus January 1, 2011
HSR (Non-Grandfathered) Non-Contributory (Exhibit A)

SuperMed Plus

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Older Age Child	26 28 Removal upon End of Month	
Pre-Existing Condition Waiting Period **(does not apply to members under the age of 19)**	Not subject to Pre Existing Conditions	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family[1]	$1,000 / $2,000	$1,000 / $2,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$3,000 / $6,000	$3,500 / $7,000
Physician/Office Services		
Office Visit (Illness/Injury)[2]	$20 copay, then 100%	70% after deductible
Urgent Care Office Visit[2]	$20 copay, then 100%	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	90% after deductible	70% after deductible
Injections Received in a Physician's Office	$20 copay then 100%	70% after deductible
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law[3]	100%	70% after deductible
Routine Physical Exam (Age 21 and over) (One exam per benefit period)	100%	70% after deductible
Well Child Care Services including Exam , Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	70% after deductible
Routine Vision Exam Including Refraction (one exam every two benefit periods)	100%	70% after deductible
Routine Hearing Exam	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Lab, X-Ray and Medical Tests	100%	70% after deductible
Routine Endoscopic Services	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Cat Scan, MRI and Nuclear Medicine	90% after deductible	70% after deductible
Diagnostic Labs, X-Rays and Medical Tests	90% after deductible	70% after deductible
Physical Therapy - Facility and Professional (20 visits per benefit period)	$20 copay then 100%	70% after deductible
Occupational Therapy – Facility and Professional (20 visits per benefit period)	$20 copay then 100%	Not Covered
Chiropractic Therapy – Professional Only (24 visits per benefit period)	$20 copay then 100%	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	$20 copay then 100%	70% after deductible
Cardiac Rehabilitation Institutional 36 visits per benefit period, professional unlimited	$20 copay then 100%	70% after deductible
Emergency use of an Emergency Room[4]	$100 copay, then 100%	

Non-Emergency use of an Emergency Room[5]	Not Covered	Not Covered

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Rehabilitation Facility (60 days per benefit period)	90% after deductible	70% after deductible
Skilled Nursing Facility (60 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	90% after deductible	70% after deductible
Oral Accident	90% after deductible	70% after deductible
Weight Loss Surgical Services including complications from Weight Loss Surgery	Not Covered	Not Covered
Home Healthcare (60 visits per benefit period)	90% after deductible	70% after deductible
Hospice (360 days per lifetime)	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	**Benefits paid are based on corresponding medical benefits**	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

[1]Maximum family deductible. Member deductible is the same as single deductible.
[2]The office visit copay applies to the cost of the office visit only.
[3]Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
[4]Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.
[5]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

MEDICAL MUTUAL

City of Brook Park

SuperMed Plus January 1, 2011

HCR (Non-Grandfathered) 10% Contribution (Exhibit B)

SuperMed Plus

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Older Age Child	26 28 Removal upon End of Month	
Pre-Existing Condition Waiting Period **(does not apply to members under the age of 19)**	Not subject to Pre Existing Conditions	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family[1]	$400/ $800	$800 / $1,600
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$1,500 / $3,000	$3,000 / $6,000
Physician/Office Services		
Office Visit (Illness/Injury)[2]	$15 copay, then 100%	70% after deductible
Urgent Care Office Visit[2]	$15 copay, then 100%	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	90% after deductible	70% after deductible
Injections Received in a Physician's Office	$15 copay then 100%	70% after deductible
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law[3]	100%	70% after deductible
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Cardiac Rehabilitation Institutional 36 visits per benefit period, professional unlimited	$15 copay then 100%	70% after deductible
Emergency use of an Emergency Room[4]	$50 copay, then 100%	

Non-Emergency use of an Emergency Room[5]	Not Covered	Not Covered

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
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Ambulance	90% after deductible	70% after deductible
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Inpatient Mental Health and Substance Abuse Services	**Benefits paid are based on corresponding medical benefits**	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of pocket limits.

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[5]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.