

Special CA 7/21/15
1st R 8/4/15
2nd R 8/18/14
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 9968-2015

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM
OF UNDERSTANDING WITH THE BROOK PARK
POLICE SERGEANTS AND LIEUTENANTS,
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
AND DECLARING AN EMERGENCY

WHEREAS, a Memorandum of Understanding between the City and the Brook Park Police Sergeants and Lieutenants, Ohio Patrolmen's Benevolent Association has been negotiated by the Mayor and presented to Council pursuant to the provisions of Chapter 4117 of the Ohio Revised Code; and

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 Memorandum of Understanding on behalf of the City with the Brook Park Police Sergeants and Lieutenants Ohio Patrolmen's Benevolent Association, effective January 1, 2015 through December 31, 2016, a copy of said Memorandum of Understanding 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 a Memorandum of Understanding with Brook Park Police

Sergeants and Lieutenants Ohio Patrolmen's Benevolent Association be granted; therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: August 18, 2015

Dennis P. Patton
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak
Clerk of Council

APPROVED: [Signature]
MAYOR

8/19/2015
DATE

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

[Signature]
DIRECTOR OF LAW

CERTIFICATE

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 9908-2015 passed on the 18th day of August 20 15 by said council.
Michelle Blazak
Clerk of Council

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 6151 Engle Road, Police Station 17401 Holland Road, #1 Fire Station 5590 Smith Road, #2 Fire Station 22530 Rupie Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.
commencing August 19, 2015
Michelle Blazak
MICHELLE BLAZAK
Clerk of Council

MEMORANDUM OF UNDERSTANDING

July 15, 2015

This Memorandum of Understanding is entered between the City of Brook Park (City) and the Ohio Patrolmen's Benevolent Association (OPBA) (Union /Supervisors) (Sergeants and Lieutenants), and sets forth the following Memorandum of Understanding to amend the current Collective Bargaining Agreement (CBA) (2014-2016) between the City and the Union, effective January of 2015. The parties agree as follows:

1. The April 2005 and July 2014 Letters and Memorandums of Understanding shall be modified to allow the City to implement a 12-hour patrol shift schedule with the Union in accordance with this Memorandum. Effective February 8, 2015 the Patrol Division schedule shall convert to a 12 hour work day, whereby each Supervisor assigned to patrol duty shall work six (6) 12 hour shifts and one 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.
2. There shall be four 12-hour shifts; two day shifts and two night shifts. There shall be three Supervisors assigned to each the day and night shifts. Two of these Supervisors, one each from the day shift and night shift, shall be designated as a "float" supervisor. The "float" supervisor shall set a schedule when they work, but when given at least a fourteen (14) day notice, shall adjust their schedule to work the days that a shift supervisor from the same shift takes off. If the "float" supervisor is unable to adjust their schedule to a certain day(s) with at least a fourteen (14) day notice, they shall schedule themselves for the shift and then use their benefit time to secure to time off.
3. Supervisors shall be afforded the opportunity to take two (2) "Mental Health/Stress Day" shifts off per calendar year. Time for this will be deducted from the Supervisor's sick time bank and shall not count against the Supervisor in regards to the sick time bonus from Art. XII, Section 7 of the current CBA. If the Supervisor does not have twelve (12) hours in their sick time bank, the Mental Health/Stress Day will not be granted.
4. Amend Art. X, Section 2 to: All Supervisors who adjust their schedules four times per year for training (in-service or otherwise Departmental approved), court, schedule adjustment to fit manpower needs or for other operational needs, shall receive twenty (20) hours of pay in the first pay period of December each year.
5. Amend Art. XII, Section 7 to: Any Supervisor who does not utilize 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 will be 10 hours of straight time placed into the employee's compensatory time bank

or, will be 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.

6. Amend Art. XV, Section 2 to: Effective February 8, 2015, members assigned to the 0700 to 1900 hour shifts shall receive a payment of \$210 for shift differential. Members assigned to the 1900 to 0700 hours shifts shall receive a payment of \$624. All members assigned to the Detective Bureau shall receive a shift differential of \$185. All payments shall be evenly divided into their bi-weekly pay. These amounts shall also be paid in 2016.
7. The City and the Union, if either party requests before December 31, 2015, agree to meet before this time and discuss the efficacy of the 12-hour shift model and determine whether it should continue. If at any time, the City should change its patrol shifts back to the three different eight (8) hour shifts model, the Union and the City agree that OPBA members will revert back to their ten (10) hour shift schedules and all other scheduling conditions and practices in place before this Memorandum was entered.

This Memorandum is signed this 15 day of July, 2015.

CITY OF BROOK PARK

By: _____

By: _____

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

By: _____

By: _____

By: _____