

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5630

Resolution No. _____

**A RESOLUTION AUTHORIZING THE MAYOR
TO RENEW THE MEMORANDUM OF
UNDERSTANDING WITH THE CUYAHOGA
SOIL AND WATER CONSERVATION DISTRICT
AND THE NORTHEAST OHIO REGIONAL SEWER
DISTRICT FOR THE PROVISION OF TECHNICAL
ASSISTANCE IN IMPLEMENTING THE CITY OF
BRECKSVILLE 'S SOIL AND WATER CONSERVATION
MEASURES FOR THE YEAR 2025; AND DECLARING AN
EMERGENCY**

BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and he hereby is, authorized to renew the Memorandum of Understanding (Letter of Acknowledgement) with the Cuyahoga Soil and Water Conservation District and the Northeast Ohio Regional Sewer District for the provision of technical assistance in implementing the City of Brecksville's soil and water conservation measures for the year 2025 in an amount not to exceed six thousand dollars (\$6,000), with the Northeast Ohio Sewer District providing an appropriation for reimbursement of such amount to the City, which shall use such appropriation to pay the Cuyahoga Soil and Water Conservation District to carry out the services set forth in the Memorandum of Understanding (Letter of Acknowledgement), a copy of which is attached hereto as Exhibit "A."

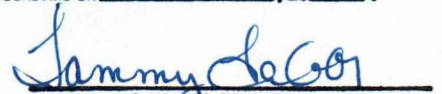
SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the necessity to implement soil and water conservation measures in the City of Brecksville, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: _____ December 17, 2024

APPROVED: _____ December 17, 2024


I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5630 duly passed by the Council of the City of Brecksville, Ohio, on 12.17, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12.20, 2024.



CLERK OF COUNCIL



MAYOR



CLERK OF COUNCIL

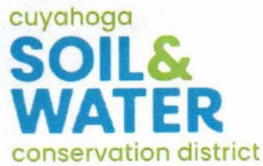


EXHIBIT "A"

3311 Perkins Ave. Suite 100
Cleveland, OH 44114
216.524.6580
cuyahogawcd.org

November 25, 2024

Letter by Email

Hon. Mayor Daryl Kingston
City of Brecksville

Re: One-Year Agreement for 2025 Renewal of PIPE Services

Dear Mayor Kingston,

In 2021, your community entered into a five-year agreement with Cuyahoga Soil & Water Conservation District (SWCD) for services related to your community's mandated Public Involvement and Public Education (PIPE) program (under the Ohio EPA Municipal Separate Storm Sewer System (MS4) Permit). Cuyahoga SWCD implements your annual program, at a cost of \$6,000.00, which is annually reimbursed by NEORS. D.

Under the MS4 permit, your community is required to develop, implement, and enforce a Stormwater Management Plan that addresses six Minimum Control Measures, two of which are:

- **MCM #1: Public Education and Outreach**
- **MCM #2: Public Participation and Involvement**

Together MCM #1 and #2 make up the PIPE Program (Public Involvement, Public Education). Criteria for the PIPE Program is to identify stormwater pollution concerns, have measurable goals, reach a variety of audiences, actively involve potentially affected stakeholder groups, and evaluate the program's success. All of this must be reported annually to Ohio EPA.

Cuyahoga Soil & Water Conservation District will continue to implement the PIPE Program and your community will be reimbursed for the program costs in 2025, providing we receive your acknowledgement (see attached for renewal letter template), and the annual fee of \$6,000.00 is paid to the Cuyahoga SWCD. **Once your annual payment is received by Cuyahoga SWCD, they will in turn submit the paperwork for your community's reimbursement from NEORS. D. on your municipality's behalf.** NEORS. D. will then process the request and submit the \$6,000.00 reimbursement directly to your city.

You may scan and email the letter of acknowledgement to Teresa Haendiges at thaendiges@cuyahogawcd.org or mail to:

Cuyahoga Soil & Water Conservation District
3311 Perkins Avenue #100
Cleveland, Ohio 44114

In the meantime, the staff is wrapping up this year's PIPE activities and will prepare the annual report in early 2025. If you require assistance, please contact Teresa at 216-524-6580, ext. 1000.

Sincerely,

Executive Director, Cuyahoga SWCD



Office of Mayor Daryl J. Kingston

December 17, 2024

To:

Cuyahoga Soil & Water Conservation District
Attn: Kristin Hall, Executive Director
3311 Perkins Avenue, Suite 100
Cleveland, OH 44114

RE: PUBLIC INVOLVEMENT PUBLIC EDUCATION PROGRAM CONTINUATION OF SERVICES 2025

Dear Ms. Hall:

This letter serves as an acknowledgement of our community's desire to continue to utilize the services of the Cuyahoga Soil & Water Conservation District in 2025, as required under the community's Municipal Storm Water Program (MS4 permit), to address **MCM #1: Public Education and Outreach** and **MCM #2: Public Participation and Involvement**. Combined, these two minimum control measures are the Public Involvement/Public Education (PIPE) Program.

Upon receipt of an invoice, the community agrees to pay \$6,000.00 to the Cuyahoga Soil & Water Conservation District (SWCD) for implementation of this program. Once payment is received by Cuyahoga SWCD, the application for the community's reimbursement of \$6,000.00 for the annual program cost will be sent to NEORS for reimbursement processing.

Sincerely,

Mayor Daryl Kingston

cc. Director of Finance

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5631

**A RESOLUTION AMENDING SECTION 1. OF
RESOLUTION NO. 5485 TO AMEND THE MONTHLY
COST FOR THE LEASE OF A 2024 TAHOE LT;
AND DECLARING AN EMERGENCY**

WHEREAS, at its meeting on December 19, 2023, the Council of the City of Brecksville adopted Resolution No. 5485 authorizing the Mayor to execute an agreement on behalf of the City of Brecksville with Ganley Chevrolet Brookpark for the lease of a 2024 Chevrolet Tahoe LT; and

WHEREAS, the Director of Purchasing has requested that the monthly cost for the lease be amended.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. **SECTION 1.** of Resolution No. 5485 be, and the same hereby is, amended as follows:

“**SECTION 1.** The Mayor be, and hereby is, authorized to execute a Lease Agreement with Ganley Chevrolet Brookpark, a copy of which Lease Agreement is attached hereto as Exhibit “A” and made a part hereof, for the lease of a 2024 Chevrolet Tahoe LT for use by the Mayor/Director of Public Safety for a period of thirty-six (36) months at a cost of ~~\$685.53~~ **\$685.70** per month, and trade-ins of a 2011 Ford Fusion, two (2) 2012 Dodge Chargers, and a 2015 Jeep Grand Cherokee valued at eighteen thousand nine hundred fifty dollars (\$18,950.00).”

SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency being that it relates to the daily operation of a municipal department, therefore, this Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: December 17, 2024

APPROVED: December 17, 2024

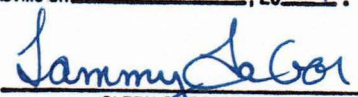


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5631 duly passed by the Council of the City of Brecksville, Ohio, on 12.17, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12.20, 2024.



CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5632

Resolution No. _____

**A RESOLUTION ACCEPTING THE CIVICPLUS
STATEMENT OF WORK (SOW) FOR THE
CONVERSION FROM MUNICODE AGENDA
AND MEETING MANAGEMENT TO THE
CIVICPLUS AGENDA AND MEETING
MANAGEMENT SELECT TO PROVIDE
BETTER ACCESS AND CONNECTION TO
CITY COUNCIL DOCUMENTS; AND
DECLARING AN EMERGENCY**

WHEREAS, at its meeting of September 29, 2023, the council adopted Resolution No. 5462 accepting the proposal of CivicPlus for renewal of Municode Meetings HUB bundled purchase for Municode Agenda and Meeting Management software, website portal board management and email notification services in an amount not to exceed \$8,600.00 for years 1, 2 and 3; and

WHEREAS, council desires to convert from Municode Agenda and Meeting Management to CivicPlus Agenda and Meeting Management Select to provide better access and connection to city council documents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Civic Plus SOW for the conversion from Municode Agenda and Meeting Management to CivicPlus Agenda and Meeting Management Select to provide better access and connection to city council documents beginning at signing and ending 36 months from the date of signature with Civic Plus agreeing to apply a one-time credit of \$8,600.00, the amount authorized by Resolution No. 5462, to the Year One costs, resulting in a Year One cost of \$500.00, a Year Two cost of \$9,870.00 and a Year Three cost of \$10,363.50, as set forth in their SOW, a copy of which is attached hereto as Exhibit "A" be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute said SOW.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for the conversion and implementation of CivicPlus Agenda and Meeting Management Select therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5632


Resolution No. _____

PASSED: December 17, 2024

APPROVED: December 17, 2024

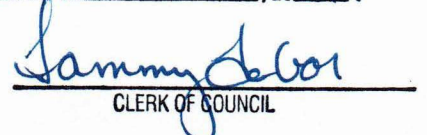


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5632 duly passed by the Council of the City of Brecksville, Ohio, on 12-17, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-20, 20 24.



CLERK OF COUNCIL



EXHIBIT "A"

CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-88187-1
 12/2/2024 11:19 AM
 12/20/2024

Client:
 City of Brecksville, OH

Bill To:
 BRECKSVILLE CITY, OHIO

| SALESPERSON | Phone | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|--------------|-------|----------------------------|-----------------|----------------|
| Chris McCann | | chris.mccann@civicplus.com | | Net 30 |

One-time(s)

| QTY | PRODUCT NAME | DESCRIPTION |
|------|--|---|
| 1.00 | AMM Select: Pro Premium Implementation | Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design |
| 1.00 | AMM Select: Boards & Committees Implementation Fee | Boards & Committees Implementation |

Recurring Service(s)

| QTY | PRODUCT NAME | DESCRIPTION |
|------|--|--|
| 1.00 | AMM Select: Pro Annual Fee | AMM Select: Pro Annual Fee |
| 1.00 | AMM Select: Boards & Committees Annual Fee | AMM Select: Boards & Committees Annual Fee |

| | |
|-------------------------------|--|
| Initial Term | Beginning at signing and ending 36 months from the date of signature Renewing annually on the date of signature |
| Initial Term Invoice Schedule | Year One Annual Total invoiced upon the signature date of this Agreement, subject to proration if the term begins at signing. Subsequent Annual Totals invoiced every 12 months. |

| | Annual Subscription | One-Time Fees | Total |
|--|----------------------------|---|---------------|
| Year One | USD 9,400.00 | | |
| Year One | USD 4,700.00 | USD 4,400.00 | USD 9,100.00 |
| Year Two | USD 9,870.00 | | USD 9,870.00 |
| Year Three | USD 10,363.50 | | USD 10,363.50 |
| Subtotal | | | USD 29,333.50 |
| Annual Recurring Services Starting Year 4 | | | USD 10,881.68 |
| Renewal Procedure | | Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date | |
| Annual Uplift | | 5% to be applied in year 2 | |

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Customer and CivicPlus agree that CivicPlus shall apply a one-time credit of \$8,600.00 to the Year One costs, resulting in a Year One cost of \$500.00.

The Parties understand and agree that the Services provided in this SOW will replace the Services in the Municode Meetings SOW signed between the Parties on September 21, 2023 and that the Municode Meetings SOW shall be canceled upon signing of this SOW.

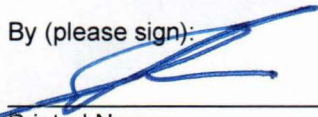
Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign): 

By (please sign): _____

Printed Name: _____
Daryl Kingston
Title: _____
Mayor
Date: _____
12-17-2024

Printed Name: _____
Title: _____
Date: _____

Organization Legal Name:

City of Brecksville

Billing Contact:

Monica Bartkiewicz

Title:

Director of Purchasing

Billing Phone Number:

440-526-2622

Billing Email:

mbartkiewicz@brecksville.oh.us

Billing Address:

9069 Brecksville Road

Brecksville, Ohio 44141

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5761

**AN ORDINANCE TO AMEND ORDINANCE NO. 5666,
MAKING APPROPRIATIONS FOR CURRENT
EXPENSES OF THE CITY OF BRECKSVILLE
DURING THE FISCAL YEAR ENDING
DECEMBER 31, 2024, MAKING NECESSARY
APPROPRIATION AND REVENUE ADJUSTMENTS;
AND DECLARING AN EMERGENCY**

WHEREAS, the appropriations heretofore set to certain accounts of the City of Brecksville are insufficient to pay expenses incurred during the fiscal year ending December 31, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. That the Director of Finance be authorized to increase appropriations in the Architect Fees fund.

950.00 Professional Services 7560510-21010

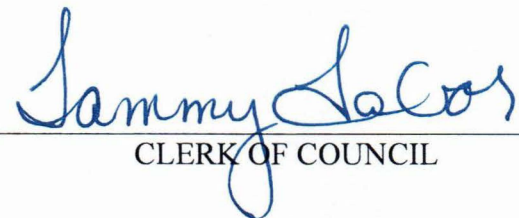
SECTION 2. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to make adjustments to appropriations of the City, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: December 17, 2024

APPROVED: December 17, 2024

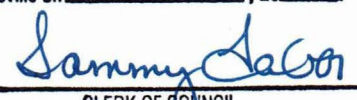


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5761 duly passed by the Council of the City of Brecksville, Ohio, on 12-17, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-20, 20 24.



CLERK OF COUNCIL

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5762

Ordinance No. _____

**AN ORDINANCE AMENDING
ORDINANCE NO. 5711 AS IT RELATES
TO EMPLOYEE COMPENSATION;
AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. Ordinance No. 5711 be amended to read as follows:

A. FULL TIME JOBS

**EFFECTIVE
12/15/2024
SALARY RANGE**

| <u>Executive, Administrative and Management</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|--|------------------------|----------------------------|
| Building Commissioner or Building Official | \$85,000.00 | \$130,000.00 |
| | \$85,000.00 | <u>\$135,000.00</u> |
| Director of Finance | \$85,000.00 | \$130,000.00 |
| | \$85,000.00 | <u>\$135,000.00</u> |
| Director of Human Services | \$85,000.00 | \$130,000.00 |
| | \$85,000.00 | <u>\$135,000.00</u> |
| Director of Planning & Community Develop. | \$85,000.00 | \$130,000.00 |
| | \$85,000.00 | <u>\$135,000.00</u> |
| Director of Public Service | \$85,000.00 | \$130,000.00 |
| | \$85,000.00 | <u>\$135,000.00</u> |
| Director of Purchasing | \$85,000.00 | \$130,000.00 |
| | \$85,000.00 | <u>\$135,000.00</u> |
| Director of Recreation | \$85,000.00 | \$130,000.00 |
| | \$85,000.00 | <u>\$135,000.00</u> |
| Fire Chief | \$85,000.00 | \$130,000.00 |
| | \$85,000.00 | <u>\$135,000.00</u> |
| Fire Chief Trainee | \$85,000.00 | \$130,000.00 |
| Police Chief | \$85,000.00 | \$130,000.00 |
| | \$85,000.00 | <u>\$135,000.00</u> |
| Prosecutor/Assistant Law Director | \$85,000.00 | \$130,000.00 |
| | \$85,000.00 | <u>\$135,000.00</u> |
| Administrative Assistant | \$55,000.00 | \$97,000.00 |
| | \$55,000.00 | <u>\$101,000.00</u> |
| Assistant Building Commissioner | \$55,000.00 | \$97,000.00 |
| | \$55,000.00 | <u>\$101,000.00</u> |
| Assistant Director of Finance | \$55,000.00 | \$97,000.00 |
| | \$55,000.00 | <u>\$101,000.00</u> |
| Assistant Purchasing Director | \$55,000.00 | \$97,000.00 |
| | \$55,000.00 | <u>\$101,000.00</u> |
| Athletics/ Facility Coordinator | \$55,000.00 | \$97,000.00 |
| | \$55,000.00 | <u>\$101,000.00</u> |
| AV/ Technology and Communications Tech. | \$55,000.00 | \$97,000.00 |
| | \$55,000.00 | <u>\$101,000.00</u> |
| Building Inspectors | \$55,000.00 | \$97,000.00 |
| | \$55,000.00 | <u>\$101,000.00</u> |
| Clerk of Council | \$55,000.00 | \$97,000.00 |
| | \$55,000.00 | <u>\$101,000.00</u> |

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

5762

Ordinance No. _____

| | | |
|---|---------------------------|----------------------------|
| Clerk of Courts | \$55,000.00 | \$97,000.00 |
| | \$55,000.00 | <u>\$101,000.00</u> |
| Human Resource Specialist | \$55,000.00 | \$97,000.00 |
| | \$55,000.00 | <u>\$101,000.00</u> |
| Supervisor of Payroll - Personnel | \$55,000.00 | \$97,000.00 |
| | \$55,000.00 | <u>\$101,000.00</u> |
| Payroll Supervisor | \$55,000.00 | \$97,000.00 |
| | \$55,000.00 | <u>\$101,000.00</u> |
| <u>Planning and Zoning Coordinator/ Inspector</u> <u>(Effective 4/21/24)</u> | <u>\$55,000.00</u> | <u>\$101,000.00</u> |
| Visual Communications Coordinator | \$55,000.00 | \$97,000.00 |
| | \$55,000.00 | <u>\$101,000.00</u> |
| Animal Warden | \$40,000.00 | \$73,000.00 |
| | \$40,000.00 | <u>\$76,000.00</u> |
| Aquatics Administrative Coordinator | \$40,000.00 | \$73,000.00 |
| | \$40,000.00 | <u>\$76,000.00</u> |
| Aquatics Facilities Coordinator | \$40,000.00 | \$73,000.00 |
| | \$40,000.00 | <u>\$76,000.00</u> |
| Building Maintenance & Housekeeping Supervisor | \$40,000.00 | \$73,000.00 |
| | \$40,000.00 | <u>\$76,000.00</u> |
| Field House Coordinator | \$40,000.00 | \$73,000.00 |
| | \$40,000.00 | <u>\$76,000.00</u> |
| Financial/ Customer Service Clerk Recreation | \$40,000.00 | \$73,000.00 |
| | \$40,000.00 | <u>\$76,000.00</u> |
| Fitness Center Coordinator/ Recreation | \$40,000.00 | \$73,000.00 |
| | \$40,000.00 | <u>\$76,000.00</u> |
| <u>Planning and Zoning Coordinator/ Inspector</u> | \$40,000.00 | \$73,000.00 |
| Records Clerk - Police | \$40,000.00 | \$73,000.00 |
| | \$40,000.00 | <u>\$76,000.00</u> |
| Recreation Clerk | \$40,000.00 | \$73,000.00 |
| | \$40,000.00 | <u>\$76,000.00</u> |
| Food Service Operations Manager | \$40,000.00 | \$73,000.00 |
| | \$40,000.00 | <u>\$76,000.00</u> |
| Administrative Assistant to Fire Chief | 30,000.00/year | 63,000.00/year |
| Building Supervisor – Recreation | 30,000.00/year | 63,000.00/year |
| Fitness Assistant | 30,000.00/year | 63,000.00/year |
| Receptionist | 30,000.00/year | 63,000.00/year |
| Secretary-Clerks | 30,000.00/year | 63,000.00/year |
| Senior Life Guard Instructor | 30,000.00/year | 63,000.00/year |

B. PART TIME JOBS

**EFFECTIVE
12/15/2024
SALARY RANGE**

| | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|---|---------------------------------|-----------------------|
| Economic Development Director | \$40,000.00/year | \$45,000.00/year |
| Planning and Zoning Coordinator | \$20.00/hour | \$40.00/hour |
| Electric, Plumbing and Building Inspectors (Effective 12/04/22) | 20.00/hour | 40.00/hour |
| Kitchen Supervisor | 15.00/hour | 25.00/hour |
| Assistant Animal Warden | State/Federal Minimum Wage/hour | 19.00/hour |
| Telephone Receptionists | State/Federal Minimum Wage/hour | 18.00/hour |
| Kitchen Aides | State/Federal Minimum Wage/hour | 16.75/hour |

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

5762

Ordinance No. _____

| | | |
|--------------------------------|------------|-------------------------------------|
| Deputy Clerk of Courts | 10.00/hour | 25.00/hour |
| Property Maintenance Inspector | 15.00/hour | 30.00/hour |
| Program Coordinator | 20.00/hour | 35.00 37.00 /hour |

C. SPECIAL JOBS

| | | |
|----------------------------------|---------------------------------|-------------------------------------|
| Recording Secretary-Boards | | |
| Commissions | State/Federal Minimum Wage/hour | \$24.00/hour |
| Desk Clerks – Recreation | State/Federal Minimum Wage/hour | 18.00 20.00 /hour |
| Life Guards – Recreation | State/Federal Minimum Wage/hour | 18.00 20.00 /hour |
| Program-Supervisors/Recreation | State/Federal Minimum Wage/hour | 18.00 20.00 /hour |
| Recreational Employees | State/Federal Minimum Wage/hour | 18.00 20.00 /hour |
| Mayor’s Court Magistrates | \$350.00/diem | \$350.00/diem |
| Safety Town Teacher | \$150.00/diem | \$150.00/diem |
| Clerk | State/Federal Minimum Wage/hour | 18.00 20.00 /hour |
| Information Technology Assistant | State/Federal Minimum Wage/hour | 24.00/hour |

D. CONTRACTUAL JOBS

| | |
|--------------------------|---------------------------------------|
| Law Director | Shall be paid as provided by Council. |
| Consulting Engineer | Shall be paid as provided by Council. |
| City Architect | Shall be paid as provided by Council. |
| Income Tax Administrator | Shall be paid as provided by Council. |

E. SPECIAL AND SEASONAL EMPLOYEES OF THE RECREATION COMMISSION:

Shall be paid in accordance with a schedule determined by Council on an annual basis.

POLICE DEPARTMENT

| | |
|--------------------------------------|---|
| A. <u>Full Time Personnel</u> | EFFECTIVE 12/15/2024 |
| Lieutenant | \$109,495.36/year \$113,327.70/year |
| B. <u>Part Time Personnel</u> | EFFECTIVE 12/15/2024 |
| | <u>MINIMUM</u> <u>MAXIMUM</u> |
| Special Police | 20.00/hour 30.00/hour |
| Police Clerks | 12.00/hour 26.00/hour |

FIRE DEPARTMENT

| | |
|---------------------------------|---------------------------------------|
| A. <u>Full Time Jobs</u> | EFFECTIVE 12/15/2024 |
| Lieutenant/Paramedic | \$101,691.87/year |
| Fireman/EMT Paramedic Grade IV | 71,199.02/year |
| Fireman/EMT Paramedic Grade III | 76,085.20/year |
| Fireman/EMT Paramedic Grade II | 81,008.15/year |
| Fireman/EMT Paramedic Grade I | 90,854.08/year |

All full-time Fire personnel who work beyond the normal average of two (2) week work schedule of one hundred and six (106) hours shall be eligible for overtime compensation consistent with the provisions contained in the *Fair Labor Standards Act*.

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

5762

Ordinance No. _____

Professional Pay. In addition to the base rate of pay, employees who hold a State of Ohio Paramedic Certification shall receive annual compensation in the amount of one thousand six hundred dollars (\$1,600.00).

Executive Fire Lieutenant **\$105,251.00**

B. Part Time Jobs

Firemen and Officers (Volunteer) **EFFECTIVE**
12/15/2024

| | |
|----------------------------------|-----------------------------------|
| Emergency Duty | \$27.32 <u>28.28</u> /hour |
| Non-Emergency Duty/Non-Paramedic | 21.35 <u>22.10</u> /hour |
| Non-Emergency Duty/Paramedic | 25.49 <u>26.38</u> /hour |

SERVICE DEPARTMENT

A. Full Time Jobs **EFFECTIVE**
12/15/2024

| | |
|------------------------------|-----------------------------------|
| Service Grade VI* | \$25.80 <u>26.70</u> /hour |
| Service Grade V** | 28.98 <u>29.99</u> /hour |
| Service Grade IV*** | 32.13 <u>33.25</u> /hour |
| Service Grade III*** | 35.34 <u>36.58</u> /hour |
| Service Grade II*** | 36.23 <u>37.50</u> /hour |
| Service Grade I*** | 37.22 <u>38.52</u> /hour |
| Assistant Foreman | 42.85 <u>44.35</u> /hour |
| Foreman | 48.97 <u>50.68</u> /hour |
| Building Engineer II*** | 33.99 <u>35.18</u> /hour |
| Building Engineer I*** | 36.24 <u>37.51</u> /hour |
| Building Engineer Supervisor | 46.91 <u>48.55</u> /hour |
| Tree Warden/Horticulturist | 40.31 <u>41.72</u> /hour |

| | | |
|------------------------------|-----------------------|-----------------------|
| | <u>MINIMUM</u> | <u>MAXIMUM</u> |
| Building Maintenance Workers | \$15.00/hour | \$27.00/hour |

*Grade VI employees move to Grade V after twelve months of satisfactory service.

** Grade V employees move to Grade IV after thirty-six months of continuous, satisfactory service as a Grade V employee.

***May only change Grades by promotion as authorized by the Mayor.

FULL TIME JOBS

| | | EFFECTIVE 12/15/2024 |
|-----------------------------------|-----------|---------------------------------------|
| | | STEPS |
| Housekeeping Supervisor Grade III | 24 months | \$20.16 <u>20.87</u> /hour |
| Housekeeping Supervisor Grade II | 12 months | 19.10 <u>19.77</u> /hour |
| Housekeeping Supervisor Grade I | Entry | 18.04 <u>18.67</u> /hour |
| Housekeeping Staff Grade III | 24 months | 16.97 <u>17.56</u> /hour |
| Housekeeping Staff Grade II | 12 months | 15.91 <u>16.47</u> /hour |
| Housekeeping Staff Grade I | Entry | 14.85 <u>15.37</u> /hour |

Housekeeping Staff and Housekeeping Supervisors may only change Grades by promotion
As authorized by the Mayor.

SERVICE DEPARTMENT

B. Part Time Jobs **EFFECTIVE**

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5762

Ordinance No. _____

12/15/2024

| <u>Part Time</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|---|----------------|----------------|
| Housekeeping Staff | \$12.00/hour | \$16.00/hour |
| Building Maintenance Worker | 15.00/hour | 25.00/hour |
| Part Time Service (Effective 4/19/2022) | 14.00/hour | 18.00/hour |

| <u>Seasonal Employees</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|------------------------------|----------------|----------------|
| Sewer Repair and Maintenance | \$15.00/hour | \$20.00/hour |
| Construction Observer | 19.00/hour | 30.00/hour |
| Snow Plow Drivers | 15.00/hour | 20.00/hour |
| Road Side Mower | 15.00/hour | 20.00/hour |
| Seasonal Service | 14.00/hour | 18.00/hour |

SECTION 2. All payments to be made by direct deposit, unless otherwise determined by the Finance Department to pay via paper check.

SECTION 3. All employees shall provide the Finance Department with an active email address. The employee will receive their direct deposit voucher via email to the address provided, unless otherwise determined by the Finance Department to distribute in paper form. The Finance Department is not responsible for verifying the email address are active, it shall be the responsibility of the employee.

SECTION 4. Ordinance No. 5711 and the same hereby is, superseded and restated by this Ordinance.

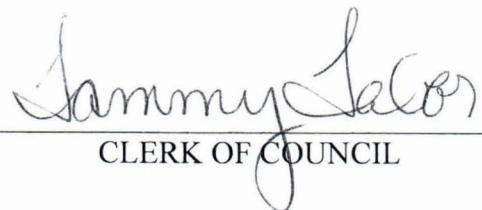
SECTION 5. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the daily operation of municipal departments, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: _____ December 17, 2024

APPROVED: _____ December 17, 2024

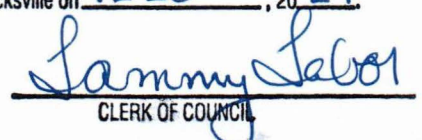


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5762 duly passed by the Council of the City of Brecksville, Ohio, on 12-17, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-20, 20 24.



CLERK OF COUNCIL

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5763

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER
INTO A COLLECTIVE BARGAINING AGREEMENT AND
MEMORANDUM OF AGREEMENT WITH THE BRECKSVILLE
PROFESSIONAL FIREFIGHTERS IAFF LOCAL 5500
REPRESENTING THE BRECKSVILLE FIRE DEPARTMENT
FIREFIGHTERS; AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and he hereby is, authorized to enter into a Collective Bargaining Agreement with the Professional Firefighters IAFF Local 5500 representing the Brecksville Fire Department Firefighters for a period beginning upon execution of said Agreement and ending December 31, 2025, a copy of which Collective Bargaining Agreement is attached hereto as Exhibit "A" and incorporated herein as if by reference.

SECTION 2. The Mayor be, and he hereby is, authorized to enter into a Memorandum of Agreement for a period beginning upon execution of said Memorandum of Agreement and ending on the date of expiration of the next successor Collective Bargaining Agreement, a copy of which Memorandum of Agreement is attached hereto as Exhibit "B" and incorporated herein as if by reference.

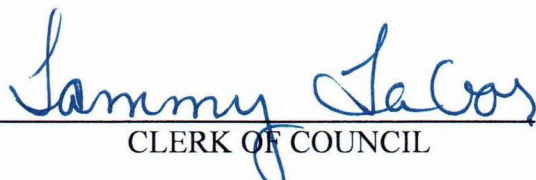
SECTION 3. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is to authorize the negotiated Collective Bargaining Agreement and Memorandum of Agreement, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: December 17, 2024

APPROVED: December 17, 2024

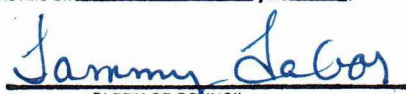


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5763 duly passed by the Council of the City of Brecksville, Ohio, on 12-17, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-20, 20 24.



CLERK OF COUNCIL

EXHIBIT "A"

AN AGREEMENT

between

THE CITY OF BRECKSVILLE

and

BRECKSVILLE PROFESSIONAL FIRE FIGHTERS
IAFF LOCAL 5500

EFFECTIVE: Upon Execution

EXPIRES: December 31, 2025

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PREAMBLE

ARTICLE 1

Section 1. This Agreement is hereby entered into by and between the City of Brecksville, hereinafter referred to as “the Employer”, and the Brecksville Professional Fire Fighters, IAFF Local 5500, hereinafter referred to as the “IAFF” or “Union.”

PURPOSE AND INTENT

ARTICLE 2

Section 1. The purpose and intent for the making of this Agreement are:

- (1) Promotion of cooperation and harmonious relations between the Employer and the IAFF;
- (2) To promote individual efficiency and timely and effective service and fire protection to the residents of the City of Brecksville;
- (3) To avoid interruption or interference with the efficient operation of the Employer’s business; and
- (4) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

RECOGNITION

ARTICLE 3

Section 1. The Employer hereby recognizes the IAFF as exclusive bargaining agent with respect to wages, hours of work, and all other terms and conditions of employment, as provided by the Collective Bargaining Act, for all full-time firefighters and lieutenants on the Brecksville Fire Department, and excluding the Fire Chief and Executive Officer/Executive Lieutenant. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue as provided by law.

Section 2. The Employer will furnish the bargaining unit of the IAFF with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. The Employer will notify the IAFF of any additions and/or deletions to this list as the same may occur.

Section 3. Executive Officer. The Fire Chief shall, at his discretion, select up to one (1) Lieutenant to fill the position of Executive Officer/Executive Lieutenant or "second in command." The Executive Lieutenant shall be the Executive Officer of the agency and shall be authorized to perform the Managerial duties of the Fire Chief in the Chief's absence and shall be exempt from the bargaining unit. The Executive Officer shall have the option to maintain Union/IAFF membership and continue paying dues. Assignment to the position of Executive Officer is revocable at the discretion of the Fire Chief. This assignment shall not be deemed a vacancy or promotion. Should the Executive Lieutenant be removed from assignment, he will return to the bargaining unit with no loss of seniority or rank.

DUES DEDUCTION

ARTICLE 4

Section 1. During the term of this Agreement, the Employer shall deduct the regular monthly IAFF dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

Section 2. The dues so deducted shall be in the amounts established by the IAFF from time to time in accordance with its Constitution and Bylaws. The IAFF shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues twice each calendar month.

Section 4. A check or a direct deposit in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the IAFF within thirty (30) days from the date of making said deductions.

Section 5. The IAFF 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 IAFF shall indemnify the Employer for any such liabilities or damages that may arise.

MANAGEMENT RIGHTS

ARTICLE 5

Section 1. Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- (1) hire, discharge, transfer, suspend and discipline employees;
- (2) determine the number of persons required to be employed or laid off;
- (3) determine the qualifications of employees covered by this Agreement consistent with Civil Service Rules and regulations;

- (4) determine the starting and quitting time and number of hours to be worked by its employees;
- (5) make any and all rules and regulations;
- (6) determine the work assignments of its employees;
- (7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
- (8) determine the type of equipment used and the sequence of work processes;
- (9) determine the making of technological alterations by revising either process or equipment, or both;
- (10) determine work standards and the quality of work to be produced;
- (11) select and locate buildings and other facilities;
- (12) establish, expand, transfer and/or consolidate work processes and facilities;
- (13) transfer or subcontract work;
- (14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work;
- (15) terminate or eliminate all or any part of its work or facilities.

Section 2. In addition, the IAFF agrees that all of the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

EMPLOYEE RIGHTS

ARTICLE 6

Section 1. An employee who is the subject of a criminal investigation shall be informed of his *Miranda* rights prior to any questioning.

Section 2. An employee may request an opportunity to review and copy his personnel file upon written request to the Safety Director and to take such action as is authorized by the Ohio Revised Code concerning same. All items in an employee's file with regard to complaints and investigations, including litigation, will be clearly marked with respect to a final disposition thereof. A copy of all written disciplinary action shall be provided to the affected employee contemporaneously with it being placed in the employee's personnel file, except where same relates to an ongoing criminal investigation or action.

Section 3. In the course of an internal affairs investigation, a lie detection system or device will be administered only with the consent of the employee under investigation.

Section 4. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge. An employee will be advised of his *Garrity* rights.

Section 5. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at reasonable hours unless operational necessities require otherwise.

Section 6. Records of disciplinary action that are more than seven (7) years old shall, upon request of the employee, be removed from his or her personnel file and be expunged. No records of disciplinary action which are more than two (2) years old shall be used by the Employer for the purposes of progressive disciplinary action.

NO STRIKE

ARTICLE 7

Section 1. The Employer and the IAFF 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 the IAFF to avoid work stoppages and strikes. The IAFF acknowledges that under Chapter 4117 of the Ohio Revised Code the safety forces are forbidden to engage in work stoppages or strikes.

Section 2. Neither the IAFF nor any member of the bargaining unit, for the duration of this Agreement, 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.

Section 3. The IAFF shall, at all times, cooperate with the Employer in continuing operations in a normal manner, recognizing that the Employer is engaged in activities that are the basis of the health and welfare of its citizens. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and obtain immediate injunctive relief.

Section 4. The Employer shall not lock out any employees for the duration of this Agreement.

ASSOCIATION REPRESENTATION

ARTICLE 8

Section 1. The parties recognize that it may be necessary for an employee representative of the IAFF to leave a normal work assignment while acting in the capacity of representative. The IAFF recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time

lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the Chief or Executive Officer. An employee, while off duty, who is specifically required by the Employer to attend a meeting, shall be compensated for all time spent in such meeting.

GRIEVANCE PROCEDURE

ARTICLE 9

Section 1. Every employee shall have the right to present a grievance in accordance with the Procedures provided herein, free from interference, restraint, coercion, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. For the purposes of this procedure, the below listed items are defined as follows:

- a) Grievance - A “grievance” shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- b) Grievant - the “grievant” shall be defined as any aggrieved employee or an aggrieved group of employees within the bargaining unit actually filing a grievance.
- c) Party in Interest - A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- d) Days - A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The preparation of grievances shall be conducted during non-working hours.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if requested by the grievant.

- c) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the IAFF. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer or other Employees in future proceedings.
- d) The grievant may have a Union representative represent him at any step of the Grievance Procedure after Step 1.
- e) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed conclusively to have been settled on the basis of the Employer's last answer. If the Employer fails to reply within the specified time limit, the grievance shall automatically be assumed denied and the grievant may avail himself of the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual agreement.
- f) This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- g) All grievance settlements reached by the IAFF and the Employer shall be final, conclusive and binding on the Employer, the IAFF and the employee. A grievance may be withdrawn, with prejudice as to that grievance only, by the IAFF or grievant at any time during Steps 1, 2 or 3 of the Grievance Procedure.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief or his designee shall convene a hearing within seven (7) days of his receipt of the written grievance. The hearing will be held with the grievant and his representative, if any. The Chief shall give his answer within five (5) days of the meeting.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor/Safety Director within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor/Safety Director or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his IAFF representative, and any other person solicited by any party for the purpose of providing information relevant to the resolution of the grievance. The Mayor/Safety Director or his designee shall issue a written decision to the employee and his IAFF representative within fifteen (15) days from the date of the hearing. If the Union is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARBITRATION PROCEDURE

ARTICLE 10

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration by providing the Employer with written notice of its intention to submit the unresolved grievance to arbitration. Within ten (10) days of the giving of such written notice, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, either party may submit a request for an arbitration panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The list of arbitrators must be nationally certified and residents of Ohio. The parties will select an arbitrator within ten (10) days of receipt of the FMCS panel by the alternative strike method, with the Union striking first.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3. The hearing or hearings shall be conducted pursuant to the FMCS Rules, and if none, then pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and, if requested to appear by the City, shall be compensated at his regular hourly rate for all hours during which his attendance is required.

Section 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

DISCIPLINE

ARTICLE 11

Section 1. Disciplinary action taken against a non-probationary employee by the Employer, shall only be for just cause and shall be applied in a non-discriminatory manner.

Section 2. A non-probationary employee who loses time or pay, is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action. In the case of suspension or discharge, the employee shall be informed of the right to confer with a representative of the IAFF.

Section 3. All disciplinary action taken by the Employer, except for verbal and written reprimands, shall be subject to the Grievance and Arbitration Procedures as outlined in this Agreement beginning at Step 2 of the Grievance Procedure.

Section 4. Notwithstanding any other provisions of this Agreement, all matters relating to disciplinary actions taken by the Employer against a non-probationary employee, excluding verbal and written reprimands, shall be subject solely to the Grievance and Arbitration Procedures, as they may be applicable, and such actions shall not be appealable to any Civil Service Commission.

NON-DISCRIMINATION

ARTICLE 12

Section 1. The Employer and the IAFF agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, disability or sex.

Section 2. The IAFF expressly agrees that membership in the IAFF is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

GENDER AND PLURAL

ARTICLE 13

Section 1. Whenever the context so requires, the use of the 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.

OBLIGATION TO NEGOTIATE

ARTICLE 14

Section 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 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.

Section 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 bargain/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 either or both of the parties at the time they bargained/negotiated and signed this Agreement.

CONFORMITY TO LAW

ARTICLE 15

Section 1. This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

HOURS OF WORK

ARTICLE 16

Section 1. For the purpose of this Agreement a work day shall consist of twenty four (24) regularly scheduled consecutive hours followed by forty eight (48) hours off. The number of reduction (FLSA days) days shall continue per practice for the duration of this Agreement.

Section 2. The regular working pay period for all employees will be one hundred and six (106) hours at straight time in a two (2) week period with an additional two (2) hours at time and one half. In the event the employee uses sick leave or personal leave from the sick leave bank, said two (2) hours (or less) shall be at straight time. The Employer may schedule more hours to an employee with the payment of overtime. It is understood that the scheduling of employees within the two (2) week period is a management right.

Section 3. The Employer will notify employees when to sign up for FLSA days off and regular time off. It is recognized that absences or unexpected coverage adjustments may require changes in a work schedule.

Section 4. Employee(s) may with the approval of the Fire Chief or his designee switch with another employee their respective shift working days as long as the switch results in neither employee using this benefit to earn overtime. Shift trades shall not create overtime. Employee(s) will request such shift change in advance. The Employer shall not be responsible to pay any employee for missed trades.

Section 5. An off duty employee who is requested or required to report immediately to work shall be paid from such time of reporting.

OVERTIME PAY

ARTICLE 17

Section 1. For any hours worked beyond the normal average two (2) week period, of 106 hours, shall be eligible for overtime. Hours worked include vacation leave, holiday leave, compensatory time off and bereavement leave, but does not include sick leave or personal leave. Holidays not worked, or a day taken in compensation for such holiday shall be included in computing the overtime. Employees shall receive overtime pay at a rate equivalent to one and one-half (1½) times their regular hourly rate for all overtime worked. The regular hourly rate used in this computation is to include longevity paid to each employee and professional pay.

Section 2. Any employee who is required to work overtime shall be paid for hours worked.

Section 3. At the employee's option, compensatory time off may be accumulated in lieu of paid overtime. Compensatory time off shall be accrued at the rate of one and one-half (1½) hours for

each hour of overtime worked and the maximum amount of accumulated compensatory time off shall not exceed one hundred twenty (120) hours at any time. Notwithstanding the foregoing, employees may use up to 144 hours of compensatory time annually. Accumulated but unused compensatory time off will be paid to the employee at the time of separation from the City and shall be paid to the employee at the employee's current rate of pay. All or a portion of an employee's accumulated compensatory time off may be paid to an employee in an emergency situation upon application to and approval by the Director of Public Safety.

Section 4. Compensatory time off will be with approval of the Chief in increments of not less than one (1) hour subject to Section 5.

Section 5. Compensatory time accumulation and use will be consistent with regulations contained in the Fair Labor Standards Act, except that use may be denied if use would cause shift staffing to drop below any minimum determined by the Employer.

Section 6. All time when an Employee is called back after normal daily scheduled hours that does not abut his/her shift or on a regular day off shall be credited a minimum of two (2) hours or the hours actually worked if greater than two (2) hours. Employees may elect pay or to receive compensatory time. The Employee shall be paid at the straight rate unless the hours qualify for overtime in Section 1.

SENIORITY

ARTICLE 18

Section 1. Seniority shall be defined as the length of continuous service within the ranks of the Brecksville Fire Department and such seniority shall begin with the date of appointment as a Firefighter. In the event that more than one (1) employee has the same appointment date, seniority shall be determined by order of appointment, the employee appointed first being the senior employee. Seniority for Lieutenants shall be based upon date of appointment to the Lieutenant rank.

Section 2. Seniority shall prevail where specified in this Agreement.

Section 3. A break in continuous service as referred to in Section 1 of this Article shall be defined as a failure to report to work as directed from layoffs or Leave of Absence in excess of thirty (30) days. Other leaves contained in this Agreement shall not break continuous service.

HOLIDAYS

ARTICLE 19

Section 1. All full-time employees shall annually earn seven (7) tours of holiday time and one (1) tour of floating time in accordance with current City practice in lieu of the following holidays recognized by the Employer:

| | |
|-----------------|------------------|
| New Year's Day | Independence Day |
| President's Day | Labor Day |
| Good Friday | Veterans' Day |
| Easter Sunday | Thanksgiving |
| Memorial Day | Christmas Day |

Section 2. Any employee who is required to work on any holiday listed above shall be entitled to overtime compensation for hours worked on said holiday and one (1) additional tour day off with pay for each holiday worked. This additional day off will be added to the employee's leave in the next calendar year.

Section 3. The floating holiday and the holiday leave as provided in herein shall be taken at the convenience of the employee and subject to the approval of the employee's supervisor.

Section 4. All such holiday and floating holiday leave must be taken prior to the end of the calendar year, and such leave shall not be cumulative (no carryover) nor shall compensation be paid in lieu thereof.

VACATIONS

ARTICLE 20

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

| <u>Length of Service</u> | <u>Tours</u> |
|--------------------------|--------------|
| After one (1) year | Five (5) |
| After five (5) years | Seven (7) |
| After ten (10) years | Ten (10) |
| After fifteen (15) years | Twelve (12) |
| After twenty (20) years | Fifteen (15) |

Section 2. The anniversary date of hire for each employee shall be the basis for computing vacation time. All vacation time earned shall be used prior to such employee's next following

anniversary date, and such vacation time shall not be cumulative nor shall compensation be paid in lieu thereof. The Mayor may extend the vacation use period at his discretion.

Section 3. Seniority will have preference as to the choice of vacation dates. Vacation scheduling shall continue per prior practice for the duration of this Agreement.

Section 4. An employee with prior public service shall be allowed to have said service credited toward the calculation of his service time for the purpose of computing vacation leave entitlement in accordance with Section 9.44 of the Ohio Revised Code. This Section shall only be applicable to full-time employees who began service with the Employer prior to January 1, 1987.

Section 5. All vacation days must be scheduled and approved by the Chief or his designee in advance.

Section 6. Accumulated but unused vacation time will be paid to the employee at the time of separation from the city and shall be paid to the employee at the employee's current rate of pay.

SICK LEAVE

ARTICLE 21

Section 1. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to contagious disease communicable to other employees; or 3) illness or injury to the employee's spouse, children or parents.

Section 2. All employees shall earn sick leave in the amount up to seven tours (168 hours) per year and such time shall be accrued during the year in an amount to be determined by dividing the seven tours (168 hours) by the number of bi-weekly pay periods in the calendar year.

Section 3. Each employee who has accumulated sick leave to the maximum of fifty six (56) tours hours as provided therein, said employee shall continue to earn sick leave at the rate provided by Section 2 in excess of 1,344 hours (56 tours) and such excess shall be paid to the employee, in the month of January following the close of the calendar year in which the sick leave was accrued.

Section 4. An employee, or his heirs at law in the event of death, at the time of said employee's retirement from active service (employee must be pensionable), or death while in active service with the City of Brecksville, at the employees option, shall be paid one-third (1/3) of the value of his accrued but unused sick leave credit or employee gets paid for (one-third) 1/3 of all accrued but unused sick leave earned prior to the year of retirement. In the succeeding January, the retired employee receives payment for all accrued but unused sick leave earned during the year of his or her retirement which was over and above 1,344 hours up to 168 hours. Such payment shall be based on the employee's rate of pay at the time of retirement and/or death.

Section 5. In order to qualify for paid sick leave, an employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least two (2) hours before the start of the work shift, unless hospitalized.

Section 6. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 7. Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness or injury as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Chief and paid for by the Employer. In any event, an employee absent for two (2) consecutive scheduled work tours may be required by the Chief to supply a physician's certificate to be eligible for paid sick leave.

Section 8. If the employee fails to submit accurate proof of illness or injury, or in the event such proof as is submitted or upon the report of medical examination, the Chief finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave shall be considered an unauthorized leave and shall be without pay.

Section 9. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline, including dismissal, as may be determined by the Chief.

Section 10. Any employee of the Employer who leaves the service of the Employer shall at his option be allowed to transfer his accumulated sick leave to his new public employer.

Section 11. Employees will be annually allowed the use of thirty-six (36) hours personal leave to be credited against an employee's accrued but unused sick time, even if the accrued but unused sick time was earned in prior calendar years.

Section 12. When an employee is diagnosed by a bona fide physician as contracting Acquired Immune Deficiency Syndrome as a possible result of his employment with the Employer, the Employer, at the sole and complete discretion of City Council, shall compensate the employee the difference between his aggregate disability or other form of benefit compensation and the base salary the employee would have earned until the employee reaches twenty-five (25) years of service or the employee's date of death whichever event occurs first. Prior to making its decision as to whether an affected employee shall receive compensation under this Section, Council shall hold a hearing and review appropriate evidence as to the employee's qualification for benefits under this provision.

EXPENSE ALLOWANCE

ARTICLE 22

Section 1. Any full-time employee who is required to use a personal vehicle in the performance of such employee's Municipal duties, other than transportation to and from his place of work, shall be reimbursed therefor at the rate as specified by City Ordinance upon submission to the

Purchasing Director of a record indicating the date, time and purpose of such use and the number of miles driven. Any employee who, with the prior approval of the Chief, is required to be beyond the limits of this Municipality in the performance of his municipal duties, or to receive training therefor, shall be reimbursed for the cost of his overnight accommodation and necessary meals consistent with City policy, as approved by the Chief and the Safety Director in advance.

BEREAVEMENT LEAVE

ARTICLE 23

Section 1. All employees shall be entitled to twenty-four (24) hours paid leave for the death of the employee's spouse, child, step child, mother, father, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step mother and step father. Said bereavement leave shall not be deducted from the employee's accumulated sick leave. An employee must utilize any accumulated but unused vacation time, sick leave, compensatory time off, or holiday leave in the event the three (3) calendar days of bereavement leave exceeds twenty-four (24) hours of time the employee would have been scheduled to work.

Section 2. All employees shall be entitled to sixteen (16) additional hours of bereavement leave if the funeral or funeral arrangement of one of the above mentioned individuals is three hundred-fifty (350) miles or more from the City of Brecksville and the employee attends such services.

DISABILITY LEAVE

ARTICLE 24

Section 1. When an employee is injured, but not permanently disabled, in the line of duty through no negligence of his own, while actually working for the Employer, he shall be eligible for a paid leave, commencing with the forty-ninth (49th) hour he is off from work due to said injury, upon the authorization of City Council. Council shall act upon the recommendation of the Chief and the Safety Director. The employee shall be eligible for compensation under this Article provided he files for Workers' Compensation and signs a waiver assigning to the Employer those sums of money (temporary total benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article. The employee may utilize any accumulated but unused sick leave for the first forty-eight (48) hours of absence due to injury as described herein. Fire personnel injured in the line of duty, due to the unique dangers inherent in their work, may be eligible for immediate disability leave.

Section 2. The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not.

JURY DUTY LEAVE

ARTICLE 25

Section 1. Any employee who is called for jury duty, either Federal, County or Municipal, shall suffer no loss in regular compensation. The Employer may assign the employee on jury duty to a 40-hour work week. Any stipend or other form of compensation received by the employee from the agency responsible for the jury may be retained by the employee to cover parking, meals and other incidental expenses related to jury duty.

COURT TIME

ARTICLE 26

Section 1. All court duty, not in conjunction with regularly scheduled duty, in response to a subpoena or similar writ commanding appearance in criminal, quasi-criminal, or civil case arising out of any incident while on duty as an employee of the Brecksville Fire Department shall be paid for all hours worked, with a minimum of two (2) hours pay for any off duty court appearance. This provision is subject to time and one-half compensation if qualifying as overtime as defined in Article 17 on Overtime. In the event an employee engages in court duty, his "hours worked" for that particular pay period shall include any sick leave taken during such pay period for the purposes of overtime entitlement, notwithstanding the provisions contained in Article 17 of this Agreement.

MILITARY LEAVE

ARTICLE 27

Section 1. The Employer shall provide for payment of salaries and wages to employees for performance of duty for an Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio National Guard in accordance with the Ohio Revised Code. Employees recalled to extended active duty with Reserve units shall be paid for any unused vacation time due them at the end of the year in which they were recalled to active duty. They may return to employment after service with full seniority rights.

Section 2. The Employer shall provide for payment of salaries and wages to employees who are called or ordered to the uniformed services for longer than a month in accordance with the Ohio Revised Code pay during each monthly pay period of that leave of absence, the lesser of the following:

- A. The difference between the employee's gross monthly wage or salary and the sum of the employee's gross uniformed pay and allowances received that month.

B. Five hundred dollars.

LEAVES OF ABSENCE

ARTICLE 28

Section 1. An employee with two (2) years seniority may be granted a leave of absence, in the sole discretion of the Employer, for a period not to exceed six (6) months upon written application to the Mayor. Such leave without pay must be approved by the Chief and the Mayor.

Section 2. No compensation or any fringe benefits shall be paid to or on behalf of such employee granted such leave except that medical insurance coverage for employees on authorized unpaid leave of absence may be continued upon payment of the monthly premium by the employee to the Finance Director on the first day each month in advance.

Section 3. The employee granted a leave of absence hereunder shall notify the Mayor, at least thirty (30) days prior to the expiration of such leave, of his intention to return to service with the Employer.

COMPENSATION

ARTICLE 29

Section 1. Effective upon execution employees shall continue to receive their 2024 wage rates set forth in City Ordinance.

Section 2. Effective December 15, 2024 the annual salary (for 2025) paid for full-time Firemen/EMT Paramedic and Lieutenant Paramedic shall be as follows:

| | |
|---------------------------------|----------------|
| Lieutenant/Paramedic | \$105,251/year |
| Fireman/EMT-Paramedic Grade IV | \$73,691/year |
| Fireman/EMT-Paramedic Grade III | \$78,748/year |
| Fireman/EMT-Paramedic Grade II | \$88,843/year |
| Fireman/EMT-Paramedic Grade I | \$94,034/year |

Section 3. All payments to be made by direct deposit, unless otherwise determined by the Finance Department to pay via paper check. Employees shall be paid on an hourly basis for all hours worked on a bi-weekly basis whereby pay will be determined by dividing the applicable annual pay by hours worked for shift personnel, regardless of the number of hours in any calendar year.

Section 4. All employees shall provide the Finance Department with an active email address. The employees will receive their direct deposit voucher via email to the address provided, unless otherwise determined by the Finance Department to distribute in paper form. The Finance Department

is not responsible for verifying the email address is active, it shall be the responsibility of the employee.

Section 5. All employees shall receive a professional pay allowance of \$1,600 annually. This allowance shall be divided by 26 pays and paid bi-weekly.

Section 6. Any Firefighter who is performing the duties and assuming the responsibility of Officer in Charge (OIC) for at least twelve (12) hours of a regular tour of duty in the absence of a Lieutenant, shall be compensated at a flat rate of \$60 for each tour of duty worked. This provision shall be consistent with current Fire Department practices for assignment of an OIC.

LONGEVITY

ARTICLE 30

Section 1. Each employee shall be entitled to longevity pay as hereinafter provided. Each employee shall become eligible for longevity pay upon completion of at least twenty-four (24) months continuous service on January 1 of any year. Upon establishing eligibility, each Employee shall receive, in addition to all other compensation, a longevity payment with each installment of regular pay, paid after January 1 of each year. Effective January 1, 2009, the longevity payment shall be based on an annual rate of one hundred fifty dollars (\$150.00) for each twelve (12) months of continuous service completed on January 1 of each year. Effective January 1, 2009, Employees who have in excess of twenty-four (24) months of continuous service at the time they become eligible for longevity payments shall receive, during the first year of said payments, longevity payments based on an annual rate of twelve dollars and fifty cents (\$12.50) for each full month of continuous service completed at the time eligibility is established. On each January 1st thereafter, said Employees shall be entitled to an annual increase in longevity payments at the one hundred and fifty dollar (\$150.00) annual rate provided herein. The maximum number of years of service credited to longevity shall be limited to thirty (30) years of service.

Section 2. Employees whose service is terminated during the year shall not receive any longevity payments beyond those included with their regular pay for services performed prior to the termination of employment.

Section 3. The longevity pay shall be included in every pay period and designated as to the amount on the check stub.

MISCELLANEOUS

ARTICLE 31

Section 1. The Employer will continue to make available to employees who may wish any vaccination for disease or infection that is offered to members of the Fire Department. The Employer will assume full cost of said vaccinations.

Section 2. The IAFF will be allowed one securable bulletin board for posting of union business. Said bulletin board to be located in each Fire Department station, however, in such a location out of the view of the public. Further, with approval by the Chief and Mayor, Fire Department facilities may be used for Union meetings.

Section 3. The Employer agrees to provide each employee with a copy of the Civil Service Commission's Rules and Regulations. In the event any amendments are made thereto, the Employer agrees to provide each employee with a copy of said amendment within two (2) weeks of its effective date. The Employer may administer this section by making the CSC Rules and Regulations available online.

Section 4. Seniority and efficiency credits are to be utilized by the Civil Service Commission in a promotional examination affecting members of this bargaining unit, and the Employer agrees to post the employees' credits at the time notice of an examination is given.

Section 5. In the event a promotional examination is being conducted by the Civil Service Commission for any Lieutenant position in the Fire Department, no Firefighter shall be eligible to take such examination unless he or she has completed at least thirty-six (36) months of continuous service as a full-time Firefighter/EMT Paramedic prior to the date the test is to be given.

Section 6. The Employer agrees that any Policy and Procedure Manual or memoranda shall be reduced to writing and made available to all bargaining unit members, the receipt of which shall be acknowledged in writing, in advance of their enforcement. All new work rules shall be posted at least forty-eight (48) hours prior to being enforced, except in an emergency. Where a new work rule conflicts with a previously existing work rule, it shall be presumed that the new work rule governs and the conflicting provisions of the old work rule are of no force and effect.

Section 7. Employee shall report to the Finance Department any change in address or family status, i.e. marriage, divorce, birth, adoption, etc. within 30 days in order that the appropriate changes can be accomplished.

Section 8. In the event of a declared pandemic or health emergency declared by the President of the United States or the Governor of the State of Ohio, employees who become exposed or infected with an illness related to the pandemic or health emergency, shall be paid leave in the same manner as other employees of the city.

CLOTHING ALLOWANCE AND MAINTENANCE

ARTICLE 32

Section 1. Upon appointment as a regular full-time employee of the department, the appointee shall be provided with clothing and equipment as may be listed on an “Authorized Clothing and Equipment List” prepared by the Chief and approved by the Mayor and Council.

Section 2. Uniform items damaged or destroyed in the line of duty, shall be replaced by the Employer upon the approval of the Chief.

Section 3. Effective the term of this Agreement, each employee shall be paid, annually, a uniform allowance in the amount of one thousand six hundred dollars (\$1,600.00). Such payment shall be by a single separate non-salary payment prior to January 31st of each year.

Section 4. Any employee who leaves the employer of the City for any reason shall have the uniform allowance prorated on the basis of the amount of time worked during the year of departure. The employee’s final paycheck shall be adjusted to reflect the application of this section.

LIFE INSURANCE

ARTICLE 33

Section 1. The Employer shall provide group life insurance for each employee in the amount of fifty thousand dollars (\$50,000.00) per employee.

HOSPITALIZATION INSURANCE

ARTICLE 34

Section 1. Effective upon execution of this Agreement, the Employer shall provide the individual and family health care coverages and benefits per the terms herein and as identified as health care plan options Red, White and Blue in Exhibit A. The employee may select at their discretion the Red plan, White plan or Blue plan during the open enrollment period for the following year or upon a qualifying event. The employee who selects the Red or White plan shall assume the costs at the applicable enrollment tier coverage rate listed in Exhibit A. Employees selecting the Blue plan will not be required to contribute to the cost of said plan. Employees selecting the Blue plan (HSA) will receive an annual employer contribution to their HSA account at the contribution schedule listed on Exhibit A. Employer funding will be deposited into HSA accounts as follows: the first half in January and the second half in July. For new employees funding will be prorated and deposited with payroll corresponding with enrollment. Employee contribution shall begin on the first pay date in January in accordance with the annual payroll schedule.

Section 2. The hospitalization policy set forth in Section 1 of this Article may be retained by an employee after his retirement via COBRA or to his spouse in event of death, with the employee paying in advance the entire monthly premium and administration fee to the Cobra vendor. In the case of Self-Insurance, the employee shall pay the premium as determined by the Employer COBRA rates.

Section 3. The Employer will provide a Preventative Dentistry Plan, and assume the entire cost for each employee's single or family coverage, whichever is applicable. The level of said dental plan benefits that are to be maintained shall be the same or better than those in effect prior to this Agreement. Details of the Dental PPO plan are attached in Exhibit B.

Section 4. Coverage of Employees in any plan in this Article shall commence at the earliest time allowed by the carrier or health maintenance organization contracted with the Employer.

Section 5. The Employer reserves the right to change insurers in any and all matters of insurance covered by this Agreement. The benefits and coverages provided by this article shall not change for the duration of the agreement unless dictated by federal/state laws. In the event the existing insurer is required to modify the plan design or a new insurer submits plan designs different than the existing benefits and coverage, the City must notify the IAFF as soon as known. The parties will then meet to bargain the plan design, benefits or coverage changes.

RETENTION OF BENEFITS

ARTICLE 35

Section 1. All of the Employer's ordinances and resolutions shall remain in full force and effect during the life of this Agreement, except to the extent that such ordinances or resolutions conflict with the terms of this Agreement, in which case the terms of this Agreement shall be deemed as superseding such ordinances or resolutions.

PROBATIONARY PERIOD

ARTICLE 36

Section 1. Employees shall be on probation for a period of eighteen (18) months following their date of hire. Their appointment shall not be considered final until they have successfully completed their probationary period. They may be terminated at any time for any reason or for no reason during said probationary period without any right to appeal to the Grievance or Arbitration Procedures of this Agreement. Probationary employees shall not be able to appeal any disciplinary action to any Civil Service Commission. Employees promoted to the rank of Lieutenant shall serve a promotional-probationary period of eighteen (18) months. This promotional probationary period may be lowered at the discretion of the Fire Chief provided it is in writing. During the promotional probationary period, the Lieutenant may be reverted to the position of Firefighter/EMT Paramedic without any such demotion or reversion being appealable or grievable.

SAVINGS CLAUSE

ARTICLE 37

Section 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.

PENSION PICK-UP PLAN

ARTICLE 38

Section 1. The City has initiated a pension "pick-up" plan whereby the employee's gross salary shall be reduced by the full amount of the contribution of the Police and Fire Disability and Pension Fund amount normally paid by said employee. The employee's contributions which are "picked-up" by the City shall be treated in the same manner as contributions made by employees prior to the commencement of the "pick-up" plan and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund calculations, and for the purposes of the parties in fixing salaries and compensation of employees as set forth in this Agreement.

HEALTH CARE COST MANAGEMENT COMMITTEE

ARTICLE 39

Section 1. It is agreed that the management and containment of health care costs and health care insurance premiums must be a concern and a responsibility of both the City and the members of the bargaining unit.

Section 2. The Union shall designate a Health Care Cost Management Committee consisting of up to three (3) members of the bargaining unit, to meet with certain designated City officials and discuss matters relating to the management and containment of health care costs and health care insurance premiums. The Committee shall seek ways to reduce, limit or otherwise contain the costs of providing medical, dental and prescription medicine to the members of the bargaining unit. In addition, the Committee shall seek ways to reduce, limit or otherwise contain the costs of the premiums for providing medical, dental and prescription medicine insurance to the members of the bargaining unit.

Section 3. The Committee shall meet periodically, but no less than three (3) time per year. The report and/or recommendations of the Committee shall be provided to the Mayor/Safety Director, Members of City Council and to all members of the bargaining unit.

Section 4. Any recommendations issued by the Committee must be approved by the City and the bargaining unit consistent with the terms and conditions of this Agreement.

LAYOFFS

ARTICLE 40

Section 1. In the event of a layoff situation, members of the Firefighter rank in bargaining unit will be laid off in accordance with their departmental seniority (last hired, first laid off). In the event of a Lieutenant is laid off, he shall have the opportunity to displace (bump) a Firefighter provided the Lieutenant has more departmental seniority than the Firefighter. The lowest senior Firefighter would then be laid off.

Section 2. A member of the bargaining unit who is laid off shall be subject to recall from lay off for a period of three (3) years.

Section 3. A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

Section 4. Part-time and/or intermittent firefighters do not have to be laid off prior to full-time personnel.

LABOR MANAGEMENT AND HEALTH AND SAFETY COMMITTEE

ARTICLE 41

Section 1. It is agreed that safety must be a concern and a responsibility of both parties. All unsafe equipment and conditions must be reported to the Fire Chief or his designated representative. Further, other departmental or operational issues may be a concern necessitating a committee discussion.

Section 2. The Union shall designate a labor management/safety committee, consisting of up to three (3) members of the bargaining unit, to discuss matters of safety, health and sanitation and matters of mutual concern. Should a situation arise that requires corrective action, the committee's findings, along with a recommendation shall be forwarded to the Fire. The Fire Chief's corrective action or response to the Committee's findings shall be made within ten (10) calendar days of the receipt of the committee's findings. Labor management issues do not include contractual issues.

Section 3. Should a dispute exist as to the Fire Chief's corrective action or response, the committee may submit their recommendation to the Mayor/Safety Director for his review. The Mayor/Safety Director shall issue a written decision within ten (10) calendar days of receiving the Committee's recommendation, to the safety committee which decision shall be final.

TRAINING AND SCHOOLING

ARTICLE 42

Section 1. An employee authorized by the Fire Chief to attend any school, lecture, seminar, or specialized training shall be paid for all hours engaged in such training in accordance with current Fire Department practices. No travel time shall be paid if the school, lecture, seminar or specialized training is held within Cuyahoga County.

Section 2. All costs associated with such training (fees, tuition, supplies, and room and board) shall be paid for by the Employer. No meals will be paid without an overnight stay.

Section 3. The Employer will furnish a city vehicle for transportation or reimburse the employee for use of his vehicle as pursuant to Article 22 Expense Allowance.

TOTAL AGREEMENT

ARTICLE 43

Section 1. This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification(s) or discontinuance(s) being subject to any grievance or appeal procedure herein contained.

DURATION OF AGREEMENT

ARTICLE 44

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the IAFF and except as otherwise noted herein and shall become effective upon execution and shall remain in full force and effective through December 31, 2025. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2025, notice of such a desire shall be given prior to October 1, 2025.


EXECUTION

ARTICLE 45

Section 1. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed this 17 day of DECEMBER, 2024.

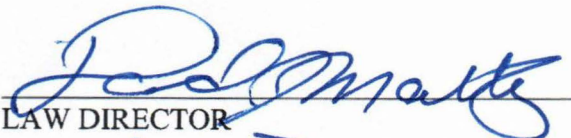
FOR THE CITY OF BRECKSVILLE:

FOR THE IAFF:



MAYOR DARYL J. KINGSTON

APPROVED AS TO FORM:



LAW DIRECTOR
Law Director



City of Brecksville 2025 Renewal

| Medical Mutual - Current Plans & Contributions | | | | | | |
|---|--|---|--|---|--|--|
| Benefits | RED | | WHITE | | BLUE - HSA | |
| | Network | Non-Network | Network | Non-Network | Network | Non-Network |
| Coinsurance | 90% | 90% | 80% | 60% | 100% | 60%-100% |
| Deductible | \$100/\$200 | \$100/\$200 | \$300/\$600 | \$800/\$1,600 | \$3,300/\$6,600 (Embedded) | \$5,000/\$10,000 (Embedded) |
| Employer H.S.A. Contribution | n/a | n/a | n/a | n/a | Annual Employer Contribution to HSA Account \$1,426.32 per Single / \$2,832 per Family* | |
| Out-of-Pocket Maximum | \$550/\$1,100 (includes Deductible, Coinsurance, and Copayments) | \$800/\$1,600 (includes Deductible and Coinsurance) Unlimited (Deductible, Coinsurance, and Copayments) | \$1,300/\$2,600 (includes Deductible, Coinsurance, and Copayments) | \$2,600/\$5,200 (includes Deductible and Coinsurance) Unlimited (Deductible, Coinsurance, and Copayments) | \$3,300/\$6,600 (Embedded) (includes Deductible and Coinsurance) | \$5,600/\$11,200 (includes Deductible and Coinsurance) Unlimited (Deductible, Coinsurance, and Copayments) |
| Inpatient | 90% after deductible | \$250 copay, then 90% after deductible | 80% after deductible | 60% after deductible | 100% after deductible | 60% after deductible |
| Outpatient Surgery | 90% after deductible | \$150 copay, then 90% after deductible | 80% after deductible | 60% after deductible | 100% after deductible | 60% after deductible |
| Emergency Room | \$50 copay** | \$50 copay** (may be subject to balance billing) | \$100 copay** | \$100 copay** (may be subject to balance billing) | 100% after deductible | 100% after deductible (may be subject to balance billing) |
| Urgent Care | \$10 copay | 90% after deductible | \$15 copay | 60% after deductible | 100% after deductible | 60% after deductible |
| Office Visit - Routine Exams | Covered 100% | 90% after deductible | Covered 100% | 60% after deductible | Covered 100% | 60% after deductible |
| Office Visit - Diagnostic | \$10 copay (\$10 specialist) | 90% after deductible | \$10 copay (\$10 specialist) | 60% after deductible | 100% after deductible | 60% after deductible |
| Diagnostic/Lab X-Ray | 90% after deductible | \$150 copay, then 90% after deductible | 80% after deductible | \$150 copay, then 60% after deductible | 100% after deductible | \$150 copay, then 60% after deductible |
| Prescription Drug | Shoebox Rx Program | | Shoebox Rx Program | | Shoebox Rx Program | |
| Retail | 80% up to Max Out-of-Pocket then 100% | MMO will reimburse 75% of allowed charges less any coinsurance | 80% up to Max Out-of-Pocket then 100% | MMO will reimburse 75% of allowed charges less any coinsurance | 100% after Deductible | MMO will reimburse 75% of allowed charges less any coinsurance |
| Mail Order (90-day supply unless otherwise noted) | 80% up to Max Out-of-Pocket then 100% | Not Covered | 80% up to Max Out-of-Pocket then 100% | Not Covered | 100% after Deductible | Not Covered |
| | Specialty Drugs 30-day supply limit | | Specialty Drugs 30-day supply limit | | Specialty Drugs 30-day supply limit | |

2025 Contributions

| Enrollment Tier | Employee Contribution/Month: 10.0% | Employee Contribution/Month: 1.5% | Employee Contribution/Month |
|---------------------|------------------------------------|-----------------------------------|-----------------------------|
| Single | \$92.59 | \$13.52 | \$0.00 |
| Employee+Spouse | \$194.48 | \$28.41 | \$0.00 |
| Employee+Child(ren) | \$157.43 | \$22.99 | \$0.00 |
| Family | \$273.19 | \$39.90 | \$0.00 |

Employer H.S.A. Funding will be deposited into accounts in the following manner - 1/2 in January and 1/2 in July

EXH. A



City of Brecksville

Dental Benefit & Rate Comparison

Effective January 1, 2025

| Benefit | Delta Dental | |
|---|--------------------------------------|------------------------------|
| | PPO Plan B | |
| | PPO & Premier Networks | Non-Network (90th UCR) |
| Deductible (Individual/Family) | \$50/\$150 | \$50/\$150 |
| Deductible Waived for Preventive | Yes | Yes |
| Preventative & Diagnostic | | |
| Exams, cleanings, fluoride treatments, x-rays, sealants, space maintainers | 100% | 100% of UCR |
| Basic Services | | |
| Fillings, endodontics, periodontics, simple extractions, oral surgery, emergency palliative treatment, relines, repairs | 100% after deductible | 100% of UCR after deductible |
| Major Services | | |
| Dentures, bridges, crowns, implants | 60% after deductible | 60% of UCR after deductible |
| Calendar Year Maximum | \$2,500 | |
| Orthodontia Benefit | 50% | 50% |
| Orthodontia Maximum | \$1,000 (Children & Adults) | |
| Benefit Waiting Periods | None for Timely Entrants | |
| Network | Delta Dental | |
| Rate Guarantee | 12 months (1/1/2025 - 12/31/2025) | |
| | Current Rates | |
| 47 Single | \$35.92 | |
| 92 Family | \$101.61 | |
| TOTAL MONTHLY PREMIUM | \$11,036 | |
| TOTAL ANNUAL PREMIUM | \$132,436 | |
| Premium \$ Change from Current | \$18,960 | |
| Premium % Change from Current | 16.7% | |

These benefit descriptions have been prepared from material

EXH. B

EXHIBIT "B"

MEMORANDUM OF AGREEMENT

The Parties, City of Brecksville (Employer) and the Brecksville Professional Fire Fighters, IAFF Local 5500 (Union) are signatories to a Collective Bargaining Agreement (CBA) executed in December, 2024 and expiring December 31, 2025. The Parties intend on negotiating a successor Agreement beginning November 1, 2025. In an effort to promote harmonious labor relations between the Parties, to narrow issues for negotiations for the successor Agreement and to maintain certain 2025 working conditions and contract provisions or deletions, the Parties agree as follows:

1. The current CBA contains Article 10, Arbitration Procedure. The Parties agree the successor CBA shall contain the same Arbitration Procedure language for the term of the successor Agreement.
2. In 2025, bargaining unit employees no longer had a right to work overtime on one (1) of their FLSA days off. The Union agrees it shall not propose, and the successor Agreement shall not contain, any provision whereby an employee may elect or unilaterally choose to work overtime on their FLSA days. This agreement does not preclude the Employer requesting employees work overtime on their FLSA days due to exigent circumstances or unforeseen staffing issues requiring more shift personnel.

This Memorandum of Agreement is entered into this 17 day of December, 2024.

FOR THE UNION:

FOR THE EMPLOYER:



ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5764

**AN ORDINANCE AUTHORIZING THE COUNCIL TO
ACCEPT USA FIRMWARE'S COGNOVIT PROMISSORY
NOTE IN PAYMENT AND COMPLETE SATISFACTION OF
THE INCENTIVE GRANTED IN THE ECONOMIC INCENTIVE
AND RELOCATION AGREEMENT DATED MAY 19, 2020.
AND DECLARING AN EMERGENCY**

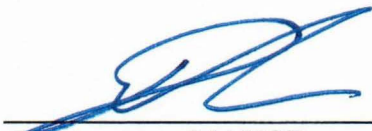
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Council be, and hereby is, authorized to accept USA Firmware's Cognovit Promissory Note in payment and complete satisfaction of the incentive granted in the Economic Incentive and Relocation Agreement dated May 19, 2020, a copy of which Cognovit Promissory Note is attached hereto as Exhibit "A" and expressly made a part hereof by reference.

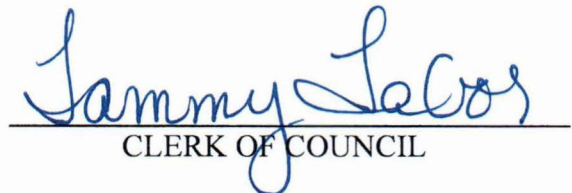
SECTION 2. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the need to resolve the incentive dispute between USA Firmware and the City of Brecksville, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: December 17, 2024

APPROVED: December 17, 2024

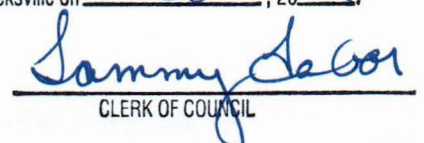


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5764 duly passed by the Council of the City of Brecksville, Ohio, on 12-17, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-20, 2024.



CLERK OF COUNCIL

EXHIBIT "A"

COGNOVIT PROMISSORY NOTE

\$39,000.00

Brecksville, Ohio
December 17, 2024

FOR VALUE RECEIVED, USA Firmware, LLC, an Ohio limited liability company for which an Economic Incentive and Relocation Agreement was entered into by the parties, ("Maker"), promises to pay to the order of the City of Brecksville, ("Payee"), the total sum of \$39,000.00, based on the following fee schedule.

Payments shall be made in twelve (12) equal consecutive monthly installments of \$3,250.00 starting on January 10, 2025 and ending on December 10, 2025.

All payments of amounts due hereunder shall be paid to Payee c/o David J. Matty, Matty Henrikson & Greve, 1001 Lakeside Ave., Suite 1410, Cleveland, OH 44114.

If all payments are made as set forth herein, such payments shall be in complete satisfaction of repayment of Payee's incentive granted to Maker in the Economic Incentive and Relocation Agreement made on May 19, 2020 by and between Maker and Payee.

If any installment of this note is not paid when due, and Maker fails to cure within seven (7) days following written notice from Payee of non-payment, then all installments hereof remaining unpaid shall immediately become due and payable at the option of the holder hereof, without notice or demand, said notice or demand hereby being waived.

If Maker shall sell its business, or ceases doing business at 10060 Brecksville Road, Brecksville, Ohio 44141, before complete payment has been made, the entire unpaid balance remaining due shall be due immediately.

Any notice or demand upon Maker shall be deemed to have been given or served for all purposes hereof when hand delivered or mailed by registered or certified mail, postage prepaid, and addressed to Maker at the addresses set forth below, or to such other address or addresses furnished in writing to Payee by Maker for such purpose.

USA Firmware, LLC
10060 Brecksville Road
Brecksville, OH 44141

WARNING – BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

{signature page following}

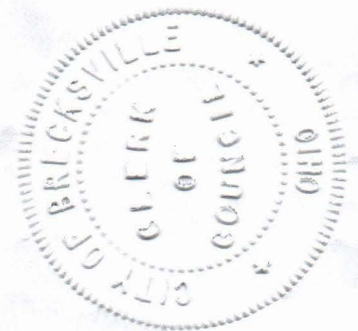
BM/12/12/24

This Note has been made and executed in Brecksville, Ohio, Cuyahoga County, and shall be interpreted and construed according to the laws of the State of Ohio. If any provision hereof is in conflict with any statute or rule of law of the State of Ohio or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed separable from and shall not invalidate any other provision of this Note.

USA Firmware, LLC

Bill Merkel
By: Bill Merkel, President

12/12/24
Date



I do hereby certify this document is a true and correct copy duly passed by the Council of the City of Brecksville on December 17, 2024

Sammy LaLoe
Clerk of Council