

# ORDINANCE RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5665

**AN ORDINANCE AUTHORIZING THE MAYOR  
TO ENTER INTO AGREEMENTS WITH SAFE  
STAFFING OF OHIO AND MINUTEMEN STAFFING  
SERVICES AS SUPPLEMENTARY SOURCES FOR  
TEMPORARY GENERAL LABOR STAFFING FOR  
THE BRECKSVILL SERVICE DEPARTMENT;  
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:

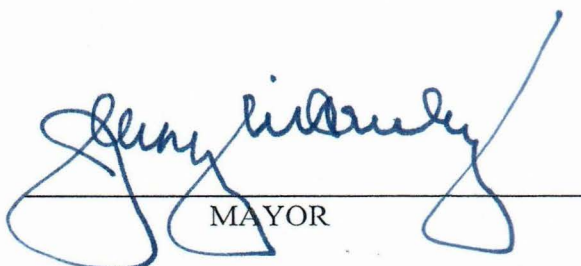
**SECTION 1.** The Mayor be, and he hereby is, authorized to enter into Agreements with Safe Staffing of Ohio and Minutemen Staffing Services as supplementary sources for temporary general labor staffing for the Brecksville Service Department, with such agreements being in effect from the effective date of this Resolution through December 31, 2024, and the terms of such agreements to follow the Safe Staffing of Ohio and the Minutemen Staffing Services bid forms, a copy of which bid forms is attached hereto as Exhibit "A" and incorporated herein as if by reference.

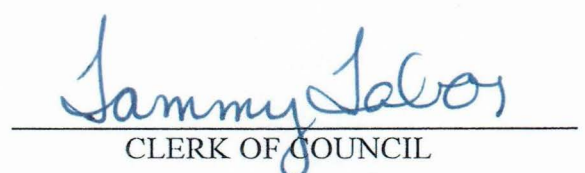
**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and 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 as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**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 the need for supplementary sources for general labor staffing in the Service Department, 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 5, 2023

APPROVED: December 5, 2023

  
MAYOR

  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5665 duly passed by the Council of the City of Brecksville, Ohio, on 12-5, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-8, 20 23.

  
CLERK OF COUNCIL




EXHIBIT "A"

City of Brecksville  
Request For Proposal: Temporary General Labor Staffing Services

BIDDER INFORMATION

Company Name: SAFE STAFFING OF OHIO  
Address: 5202 NORTHFIELD RD.  
MAPLE HEIGHTS OH 44137  
Web Site: WWW.SAFESTAFFINGOHIO.COM  
  
Contact Name: MICHAEL ARMOUR  
Title: VICE PRESIDENT  
Office Phone: (330) 633-4747 Cell Phone: (330) 472-3813  
E-Mail: MIKE.ARMOUR@SAFESTAFFINGOHIO.COM

Authorized Signature:   
MICHAEL D. ARMOUR  
(Please type or print name)  
Title: VICE PRESIDENT

Exceptions Noted:      Yes X No

Date of Bid Submission: 11/7/23



**BID FORM**

Company Name: SAFE STAFFING OF OHIO

(Minimum Wage Rate for 2024 is \$10.45/hour.)

City of Brecksville Positions & Hourly Pay Rates: (please provide your mark-up and calculate Bill Rate)

Rubbish Collection, Recycle Collection, Leaf Collection and General Activity:

Hourly Pay Rate: \$15.00      Hourly Mark-Up %: 31      Hourly Bill Rate: \$ 19.65

Would you honor a second year renewal option at the same hourly mark-ups in 2025? ☒ Yes ☐ No

Hourly Bill Rate To Include:

(Please provide statement confirming the hourly charge will be inclusive of all taxes, fees, applicable deductions, workers' compensation and W-2 reporting.)

ALL COMPENSATION TO THE EMPLOYEE, WITHHOLDINGS,  
MATCHING, AND WORKMEN'S COMPENSATION.  
WE ARE THE W-2 EMPLOYER OF RECORD.

Hourly Bill Rate is Valid for the Period of 1/1/24 – 12/31/24: ☒ Yes ☐ No

Background Checks on all laborers: ☒ Yes ☐ No

What type of Background Check is performed as your standard procedure?: CRIMCHECK

In addition to the background check that you regularly perform (listed above), what other types of background checks do you offer, and what are the additional charges, if any?

NO CHARGE FOR BACKGROUND CHECKS  
TO THE CITY OF BRECKSVILLE.

NAME OF BIDDER SAFE STAFFING OF OHIO



City of Brecksville  
Request For Proposal: Temporary General Labor Staffing Services

BID FORM, continued

Background Check Data Kept on File at Bidder Location? ☒ Yes ☐ No

Is drug testing part of your standard pre-screening process, or is this an additional charge to your clients?

☒ Yes ☐ No: If yes, please provide list of drugs included in your test:

NO CHARGE TO CITY OF BRECKSVILLE

**EXCEPTIONS**

List here any and all exceptions to specifications upon which your bid is based. If there are no exceptions listed here, your bid will be considered to be in complete accordance with specifications.

NAME OF BIDDER

SAFE STAFFING OF OHIO



City of Brecksville

Request For Proposal: Temporary General Labor Staffing Services

### REFERENCES

List references for similar contract work completed during the last three years. Include name and phone number of a contact person for each reference listed.

Name:

CITY OF KENT

Address:

930 OVERHOLT RD. KENT, OH 44240

Phone:

(330) 678-8105

Contact Name:

BRAD McHAY

Name:

CITY OF HUDSON

Address:

1769 GEORGETOWN RD, HUDSON, OH 44236

Phone:

(330) 342-1747

Contact Name:

SONYA MOTIRAM

Name:

CITY OF TALLMADGE

Address:

710 OSCEOLA AVE TALLMADGE, OH 44278

Phone:

(330) 633-5130

Contact Name:

CHERYL ESLE

NAME OF BIDDER

SAFE STAFFING OF OHIO



EXHIBIT "A"

City of Brecksville  
Request For Proposal: Temporary General Labor Staffing Services

**BIDDER INFORMATION**

Company Name: Minutemen Staffing Services

Address: 3740 Carnegie Avenue  
Cleveland, OH 44115

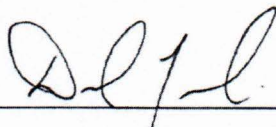
Web Site: www.minutemeninc.com

Contact Name: Daniel Yaworski

Title: Market Manager

Office Phone: (330) 391-7275 Cell Phone: (412) 609-9968

E-Mail: dyaworski@minutemeninc.com

Authorized Signature:   
Daniel Yaworski  
(Please type or print name)

Title: Market Manager

Exceptions Noted:        Yes   X   No

Date of Bid Submission: 11/14/2023



City of Brecksville

Request For Proposal: Temporary General Labor Staffing Services

# BID FORM

**Company Name:** Minutemen Staffing Services

(Minimum Wage Rate for 2024 is \$10.45/hour.)

**City of Brecksville Positions & Hourly Pay Rates:** *(please provide your mark-up and calculate Bill Rate)*

Rubbish Collection, Recycle Collection, Leaf Collection and General Activity:

Hourly Pay Rate: \$15.00      Hourly Mark-Up %: 30%      Hourly Bill Rate: \$ 19.50

Would you honor a **second year renewal option** at the same hourly mark-ups in 2025?   X   Yes        No

Hourly Bill Rate To Include:

(Please provide statement confirming the hourly charge will be inclusive of all taxes, fees, applicable deductions, workers' compensation and W-2 reporting.)

Minutemen's hourly bill rate of \$19.50/hr will be inclusive of all taxes, fees, applicable deductions, worker's compensation, and W-2 reporting. Minutemen's bid will also waive ACA charge.

Hourly Bill Rate is Valid for the Period of 1/1/24 – 12/31/24:   X   Yes        No

Background Checks on all laborers: X Yes      No

What type of Background Check is performed as your standard procedure?: \_\_\_\_\_

### Standard Employment Criminal Background Check

In addition to the background check that you regularly perform (listed above), what other types of background checks do you offer, and what are the additional charges, if any?

Criminal Background Check that incorporates city, state, and national coverage

### Identity Verification (e-Verify)

NAME OF BIDDER Daniel Yaworski (Market Manager / Minutemen Staffing Services)

City of Brecksville  
Request For Proposal: Temporary General Labor Staffing Services

*BID FORM, continued*

Background Check Data Kept on File at Bidder Location? ☒ Yes ☐ No

Is drug testing part of your standard pre-screening process, or is this an additional charge to your clients?

☒ Yes ☐ No: If yes, please provide list of drugs included in your test: 5 Panel Urine Drug Test

Marijuana (THC), Cocaine (COC), Amphetamines (AMP), Opiates (OPI), Phencyclidine (PCP)

No additional charge to clients

### EXCEPTIONS

List here any and all exceptions to specifications upon which your bid is based. If there are no exceptions listed here, your bid will be considered to be in complete accordance with specifications.

Minutemen's drug testing requirements are customer specific. Minutemen can also send applicants to a local clinic at the customer's expense.

NAME OF BIDDER Daniel Yaworski (Market Manager / Minutemen Staffing Services)



City of Brecksville  
Request For Proposal: Temporary General Labor Staffing Services

### REFERENCES

List references for similar contract work completed during the last three years. Include name and phone number of a contact person for each reference listed.

Name: Summit Akron Solid Waste Management Authority (dba ReWorks)  
Address: 1201 Graham Road, Stow, OH 44224  
Phone: (330) 374-0383  
Contact Name: Carol Giulitto (Program Manager)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

NAME OF BIDDER Daniel Yaworski (Market Manager / Minutemen Staffing Services)

# ORDINANCE RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5666

### AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENDITURES AND OTHER EXPENDITURES OF THE CITY OF BRECKSVILLE; AND DECLARING AN EMERGENCY

**WHEREAS**, it is provided by State Law that a permanent appropriation Ordinance be approved by Council no later than March 31, 2024; and

**WHEREAS**, it is therefore necessary to enact permanent appropriations for the year 2024 in accordance with the Charter of the City of Brecksville and the laws of the State of Ohio.

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

**SECTION 1.** In order to provide for current expenses and other expenditures of the City of Brecksville, Ohio during the year 2024, the following sums be and they are hereby set aside and appropriated as set forth in Exhibit "A," attached hereto and expressly made a part hereof by reference.

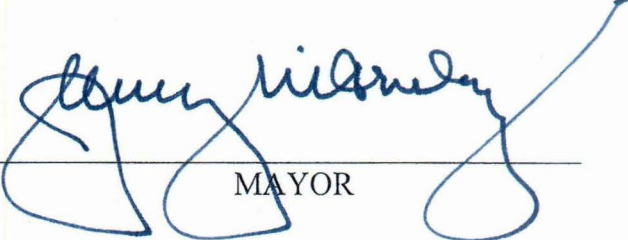
**SECTION 2.** The Director of Finance be and is hereby authorized to draw warrants for payments for any of the appropriations as the same are delineated in Exhibit "A," upon receiving proper certifications and vouchers therefore, approved by the Board, Officers or Officer or persons authorized to approve the same, or an Ordinance or Resolution of Council to make the expenditures, provided that no warrants shall be drawn or paid for salaries or wages, except by persons employed by authority of and in accordance with laws or Ordinances.

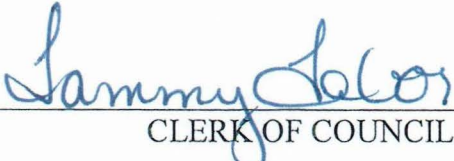
**SECTION 3.** The Clerk of Council be and is hereby authorized and directed to forward a certified copy of this Ordinance to the County Auditor, Cuyahoga County, Ohio.

**SECTION 4.** 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 fund the operations of the City for 2024, 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 5, 2023

APPROVED: December 5, 2023

  
MAYOR

  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5666 duly passed by the Council of the City of Brecksville, Ohio, on 12-5, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-8, 20 23.


  
CLERK OF COUNCIL



EXHIBIT A

2024 ANNUAL APPROPRIATION ORDINANCE

GENERAL FUND (1100)

GENERAL GOVERNMENT

**Mayor's Office**

Personal Services	\$314,520.00	
Other Expenses	\$11,000.00	<u>\$325,520.00</u>

**Finance Department**

Personal Services	\$538,097.00	
Other Expenses	\$12,000.00	<u>\$550,097.00</u>

**Human Resources Department**

Personal Services	\$87,805.00	
Other Expenses	\$9,500.00	<u>\$97,305.00</u>

**Purchasing Department**

Personal Services	\$283,239.00	
Other Expenses	\$5,800.00	<u>\$289,039.00</u>

**Legal Department**

Personal Services	\$155,458.00	
Other Expenses	\$190,000.00	<u>\$345,458.00</u>

**Legislative Department**

Personal Services	\$265,159.00	
Other Expenses	\$29,000.00	
Capital	\$0.00	<u>\$294,159.00</u>

**Civil Service Commission**

Personal Services	\$0.00	
Other Expenses	\$15,000.00	<u>\$15,000.00</u>

**Information Technology**

Personal Services	\$244,200.00	
Other Expenses	\$556,067.00	
Capital	\$0.00	<u>\$800,267.00</u>

**County Auditor's & Treasurer's Fees**

Other Expenses	\$151,000.00	<u>\$151,000.00</u>
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**Income Tax Department**

Other Expenses	\$793,000.00	<u>\$793,000.00</u>
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<b>Administrative Support</b>			
Personal Services	\$214,889.00		
Other Expenses	\$1,613,476.00		
Capital	\$0.00		<u>\$1,828,365.00</u>
<b>Lands &amp; Buildings</b>			
Personal Services	\$2,392,480.00		
Other Expenses	\$1,272,117.00		
Capital	\$15,000.00		<u>\$3,679,597.00</u>
<b>Engineering</b>			
Personal Services	\$64,676.00		
Other Expenses	\$147,440.00		<u>\$212,116.00</u>
<b>Mayor's Court</b>			
Personal Services	\$128,609.00		
Other Expenses	\$12,000.00		<u>\$140,609.00</u>
<b>Transfers/Advances</b>			
Transfers/Advances/Debt Service	\$3,816,000.00		<u>\$3,816,000.00</u>
<b>TOTAL - GENERAL GOVERNMENT</b>			<u>\$13,337,532.00</u>

#### SECURITY OF PERSONS & PROPERTY

<b>Police Department</b>			
Personal Services	\$4,555,423.00		
Other Expenses	\$1,059,780.00		
Capital	\$240,295.00		<u>\$5,855,498.00</u>
<b>Prisoner Support</b>			
Personal Services	\$0.00		
Other Expenses	\$95,500.00		<u>\$95,500.00</u>
<b>Traffic Control</b>			
Other Expenses	\$68,500.00		
Capital	\$23,500.00		<u>\$92,000.00</u>
<b>Street Lighting</b>			
Other Expenses	\$116,000.00		<u>\$116,000.00</u>
<b>Fire Hydrants</b>			
Personal Services	\$42,324.00		
Other Expenses	\$4,300.00		<u>\$46,624.00</u>
<b>TOTAL - SECURITY OF PERSONS &amp; PROPERTY</b>			<u>\$6,205,622.00</u>

#### PUBLIC HEALTH & WELFARE

<b>County Board of Health</b>			
Other Expenses	\$98,854.00		<u>\$98,854.00</u>



<b>Cemeteries</b>		
Personal Services	\$150,993.00	
Other Expenses	\$15,500.00	<u>\$166,493.00</u>
<b>Department of Human Services</b>		
Personal Services	\$626,842.00	
Other Expenses	\$420,950.00	
Capital	\$78,000.00	<u>\$1,125,792.00</u>
<b>TOTAL PUBLIC HEALTH &amp; WELFARE</b>		<u>\$1,391,139.00</u>
<b>TRANSPORTATION</b>		
<b>Street Construction, Maint.&amp; Repair</b>		
Personal Services	\$1,299,905.00	
Other Expenses	\$35,500.00	<u>\$1,335,405.00</u>
<b>Vehicle Maintenance</b>		
Personal Services	\$669,430.00	
Other Expenses	\$266,000.00	
Capital	\$28,500.00	<u>\$963,930.00</u>
<b>Snow, Ice Removal</b>		
Personal Services	\$206,609.00	
Other Expenses	\$90,000.00	<u>\$296,609.00</u>
<b>TOTAL - TRANSPORTATION</b>		<u>\$2,595,944.00</u>
<b>COMMUNITY ENVIRONMENT</b>		
<b>Housing &amp; Building Inspection</b>		
Personal Services	\$694,047.00	
Other Expenses	\$127,500.00	
Capital	\$20,000.00	<u>\$841,547.00</u>
<b>Community Dev, Boards &amp; Commissions</b>		
Personal Services	\$106,947.00	
Other Expenses	\$41,500.00	
		<u>\$148,447.00</u>
<b>Urban Forestry</b>		
Personal Services	\$463,609.00	
Other Expenses	\$77,000.00	<u>\$540,609.00</u>
<b>TOTAL - COMMUNITY ENVIRONMENT</b>		<u>\$1,530,603.00</u>

**BASIC UTILITY SERVICES****Administrative Support-Service Dept.**

Personal Services	\$542,388.00	
Other Expenses	\$53,500.00	
Capital	\$624,500.00	<u>\$1,220,388.00</u>

**Solid Waste & Recycling**

Personal Services	\$799,595.00	
Other Expenses	\$610,900.00	<u>\$1,410,495.00</u>

**Storm Sewers & Drains**

Personal Services	\$70,973.00	
Other Expenses	\$40,000.00	<u>\$110,973.00</u>

**Animal Control**

Personal Services	\$127,273.00	
Other Expenses	\$14,500.00	<u>\$141,773.00</u>

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<b>TOTAL - BASIC UTILITY SERVICES</b>		<b>\$2,883,629.00</b>
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<b>TOTAL - GENERAL FUND</b>		<b>\$27,944,469.00</b>
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**UNCLAIMED FUNDS (1110)**

Other Expenses	\$5,000.00	
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<b>TOTAL - UNCLAIMED FUNDS</b>		<b>\$5,000.00</b>
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**MOTOR VEHICLE PERMISSIVE LICENSE TAX FUND (2010)**

Capital	\$37,000.00	
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<b>TOTAL - MOTOR VEHICLE PERMISSIVE LICENSE TAX FUND</b>		<b>\$37,000.00</b>
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**STREET CONSTRUCTION, MAINTENANCE & REPAIR FUND (2020)**

Other Expenses	\$844,000.00	
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<b>TOTAL - STREET CONSTRUCTION, MAINTENANCE &amp; REPAIR FUND</b>		<b>\$844,000.00</b>
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**STATE HIGHWAY FUND (2030)**

Other Expenses	\$95,000.00	
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<b>TOTAL - STATE HIGHWAY FUND</b>		<b>\$95,000.00</b>
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**ROAD REPAVING FUND (2040)**

Other Expenses	\$360,000.00	
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<b>TOTAL - ROAD REPAVING FUND</b>		<b>\$360,000.00</b>
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**ROAD IMPROVEMENT CHARTER LEVY FUND (2050)**

Other Expenses	\$500.00	
Capital	\$830,500.00	

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<b>TOTAL - ROAD IMPROVEMENT CHARTER LEVY FUND</b>		<b>\$831,000.00</b>
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**COMPENSATED ABSENCES FUND (2100)**

Personal Services	\$150,000.00	
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<b>TOTAL - COMPENSATED ABSENCES FUND</b>		<b>\$150,000.00</b>
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**COMMUNITY CENTER RECREATION FUND (2400)****Recreation Administration**

Personal Services	\$694,810.00	
Other Expenses	\$660,850.00	
Capital	\$35,000.00	<b>\$1,390,660.00</b>

**Aquatics**

Personal Services	\$728,503.00	
Other Expenses	\$87,600.00	<b>\$816,103.00</b>

**Fitness**

Personal Services	\$206,699.00	
Other Expenses	\$70,750.00	<b>\$277,449.00</b>

**Athletics**

Personal Services	\$177,190.00	
Other Expenses	\$145,450.00	<b>\$322,640.00</b>

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<b>TOTAL - COMMUNITY CENTER-RECREATION FUND</b>		<b>\$2,806,852.00</b>
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**RECREATION EXPANSION FUND (2410)**

Other Expenses	\$2,000.00	
Capital	\$1,573,000.00	

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<b>TOTAL - RECREATION EXPANSION FUND</b>		<b>\$1,575,000.00</b>
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<b>RECYCLING GRANT (2510)</b>		
Other Expenses	\$6,000.00	
<b>TOTAL - RECYCLING GRANT</b>		<b>\$6,000.00</b>
<b>TREE PLANTING FUND (2520)</b>		
Other Expenses	\$26,000.00	
<b>TOTAL - TREE PLANTING FUND</b>		<b>\$26,000.00</b>
<b>PUBLIC UTILITY IMPROVEMENT FUND (2600)</b>		
Other Expenses	\$20,000.00	
<b>TOTAL - PUBLIC UTILITY IMPROVEMENT FUND</b>		<b>\$20,000.00</b>
<b>WATER SYSTEM REPAIR &amp; MAINTENANCE FUND (2610)</b>		
Other Expenses	\$4,000.00	
<b>TOTAL - WATER SYSTEM REPAIR &amp; MAINTENANCE FUND</b>		<b>\$4,000.00</b>
<b>HIGHLAND-BOSTON WATER &amp; SEWER FUND (2620)</b>		
Other Expenses	\$1,000.00	
<b>TOTAL - HIGHLAND-BOSTON WATER &amp; SEWER FUND</b>		<b>\$1,000.00</b>
<b>MUNICIPAL MAYOR'S COURT COMPUTER FUND (2700)</b>		
Other Expenses	\$10,000.00	
Capital	\$101,595.00	
<b>TOTAL - MUNICIPAL MAYOR'S COURT COMPUTER FUND</b>		<b>\$111,595.00</b>
<b>PEACE OFFICER TRAINING FUND (2710)</b>		
Other Expenses	\$800.00	
<b>TOTAL - PEACE OFFICER TRAINING FUND</b>		<b>\$800.00</b>
<b>POLICE PENSION FUND (2720)</b>		
Personal Services	\$165,000.00	
Other Expenses	\$100.00	
<b>TOTAL - POLICE PENSION FUND</b>		<b>\$165,100.00</b>



<b>ONEOHIO OPIOID SETTLEMENT FUND (2790)</b>		
Other Expenses	\$4,000.00	
<b>TOTAL - ONEOHIO OPIOID SETTLEMENT FUND</b>		<b>\$4,000.00</b>
<b>LAW ENFORCEMENT TRUST FUND (2810)</b>		
Other Expenses	\$20,000.00	
<b>TOTAL - LAW ENFORCEMENT TRUST FUND</b>		<b>\$20,000.00</b>
<b>LAW ENFORCEMENT MANDATORY DRUG FUND (2820)</b>		
Other Expenses	\$10,000.00	
<b>TOTAL - LAW ENFORCEMENT MANDATORY DRUG FUND</b>		<b>\$10,000.00</b>
<b>FEDERAL EQUITABLE SHARING (2830)</b>		
Other Expenses	\$10,000.00	
<b>TOTAL - FEDERAL EQUITABLE SHARING</b>		<b>\$10,000.00</b>
<b>D.A.R.E TRUST FUND (2850)</b>		
Other Expenses	\$1,500.00	
<b>TOTAL - D.A.R.E. TRUST FUND</b>		<b>\$1,500.00</b>
<b>DRUG ENFORCEMENT &amp; EDUCATION FUND (2870)</b>		
Other Expenses	\$5,000.00	
<b>TOTAL - DRUG ENFORCEMENT &amp; EDUCATION FUND</b>		<b>\$5,000.00</b>
<b>DUI ENFORCEMENT &amp; EDUCATION FUND (2880)</b>		
Other Expenses	\$600.00	
<b>TOTAL - DUI ENFORCEMENT &amp; EDUCATION FUND</b>		<b>\$600.00</b>
<b>FIRE DEPARTMENT FUND (2900)</b>		
Personal Services	\$3,163,347.00	
Other Expenses	\$198,500.00	
<b>TOTAL - FIRE DEPARTMENT FUND</b>		<b>\$3,361,847.00</b>

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**GENERAL BOND RETIREMENT FUND (3100)**

Transfers/Advances/Debt Service	\$2,635,339.00
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<b>TOTAL - GENERAL BOND RETIREMENT FUND</b>	<b>\$2,635,339.00</b>
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**SPECIAL ASSESSMENT BOND RETIREMENT FUND (3200)**

Transfers/Advances/Debt Service	\$205,905.00
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<b>TOTAL - SPECIAL ASSESSMENT BOND RETIREMENT FUND</b>	<b>\$205,905.00</b>
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**SPECIAL ASSESSMENT BOND RETIREMENT - 7000 FITZWATER FUND (3201)**

Transfers/Advances/Debt Service	\$12,000.00
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<b>TOTAL - SPECIAL ASSESSMENT BOND RETIREMENT - 7000 FITZWATER FUND</b>	<b>\$12,000.00</b>
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**URBAN REDEVELOPMENT TIE - VA PH II FUND (3400)**

Transfers/Advances/Debt Service	\$587,907.00
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<b>TOTAL - URBAN REDEVELOPMENT TIE - VA PH II FUND</b>	<b>\$587,907.00</b>
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**AMBULANCE BILLING FIRE CAPITAL FUND (4500)**

Other Expenses	\$38,000.00
Capital	\$927,250.00

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<b>TOTAL - AMBULANCE BILLING FIRE CAPITAL FUND</b>	<b>\$965,250.00</b>
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**OHIO PUBLIC WORKS COMMISSION (4600)**

Other Expenses	\$3,000.00
Transfers/Advances/Debt Service	\$31,157.00

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<b>TOTAL - OHIO PUBLIC WORKS COMMISSION</b>	<b>\$34,157.00</b>
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**GENERAL MUNICIPAL IMPROVEMENT FUND (4800)**

Other Expenses	\$400.00
Transfers/Advances/Debt Service	\$10,568,019.00
Capital	\$4,152,809.00

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<b>TOTAL - GENERAL MUNICIPAL IMPROVEMENT FUND</b>	<b>\$14,721,228.00</b>
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**BUILDING & IMPROVEMENTS FUND (4900)**

Capital	\$196,000.00
Transfers/Advances/Debt Service	\$1,657,227.00

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**TOTAL - BUILDING & IMPROVEMENTS FUND** **\$1,853,227.00**

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**HOSPITALIZATION SELF-INSURANCE FUND (6010)**

Personal Services	\$310,000.00
Other Expenses	\$10,000.00

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**TOTAL - HOSPITALIZATION SELF-INSURANCE FUND** **\$320,000.00**

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**YULETIDE HUNGER FUND (7010)**

Other Expenses	\$14,000.00
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**TOTAL - YULETIDE HUNGER FUND** **\$14,000.00**

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**RENTAL DEPOSITS (7400)**

Other Expenses	\$20,000.00
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**TOTAL - RENTAL DEPOSITS** **\$20,000.00**

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**PROFESSIONAL REVIEW FEES (7500)**

Other Expenses	\$200,000.00
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**TOTAL - PROFESSIONAL REVIEW** **\$200,000.00**

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**CASH BONDS FUND (7510)**

Other Expenses	\$120,000.00
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**TOTAL - CASH BONDS** **\$120,000.00**

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**ENGINEER FEES (7550)**

Other Expenses	\$75,000.00
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**TOTAL - ENGINEER FEES** **\$75,000.00**

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**ARCHITECT FEES (7560)**

Other Expenses	\$20,000.00
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**TOTAL - ARCHITECT FEES** **\$20,000.00**

<b>BUILDING DEPT STATE ASSESSMENT FEE (7570)</b>		
Other Expenses	\$10,000.00	
<b>TOTAL - BUILDING DEPARTMENT STATE ASSESSMENT FEE</b>		<b>\$10,000.00</b>
<b>DEVELOPERS DEPOSIT (7700)</b>		
Other Expenses	\$300,000.00	
<b>TOTAL - DEVELOPERS DEPOSIT</b>		<b>\$300,000.00</b>
<b>PRIVATE PURPOSE TRUST (7810)</b>		
Other Expenses	\$500,000.00	
<b>TOTAL - PRIVATE PURPOSE TRUST</b>		<b>\$500,000.00</b>
<b>CEMETERY ENDOWMENT FUND (7990)</b>		
Other Expenses	\$100.00	
<b>TOTAL - CEMETERY ENDOWMENT FUND</b>		<b>\$100.00</b>
<b>TOTAL APPROPRIATIONS - ALL FUNDS:</b>		<b>\$60,989,876.00</b>



# ORDINANCE RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5667

### AN ORDINANCE AMENDING SECTION 145.09 OF THE ADMINISTRATIVE CODE TO UPDATE THE UNIFORM AND CLOTHING ALLOWANCE; 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.** That Sections 145.09 be amended to read as follows:

**“Sec. 145.09 Uniform And Clothing Allowance.**

(a) \* \* \* \* (no change)

(b) \* \* \* \* (no change)

(c) The city shall provide for the replacement and maintenance of authorized clothing and equipment as set forth herein:

~~(1) The "Clothing Replacement Account" previously established for each full-time employee of the Safety Department requiring uniforms, special clothing and equipment shall be eliminated as of December 31, 2007. Any unused balance remaining in each such account as of December 7, 2007 shall be forfeited to the city.~~

~~(1.5) The "Work Boot and Clothing Account" previously established for each full-time and permanent nonseasonal part-time employee of the Service Department who requires special clothing or equipment shall be eliminated as of December 31, 2007. Any unused balance remaining in each such account as of December 7, 2007 shall be forfeited to the city.~~

~~(2) Authorized special clothing and equipment of all other full-time, part-time or temporary city employees requiring same shall be replaced by the city when deemed necessary by the head of each department with the approval of the Mayor.~~

~~(3) In the event that replacement of authorized clothing and equipment is necessary due to loss or damage which the employee's department head and Mayor determine is the result of negligence on the part of the employee, the Mayor may assess a portion of the cost thereof to such employee.~~

~~(4) Commencing in January of 2019, the following employees shall be entitled to a clothing and equipment replacement and maintenance allowance as follows:~~

~~Full-time firemen .....\$1,200.00 each~~

~~Full-time Animal Warden .....\$500.00~~

~~Nonbargaining unit full-time police personnel .....\$1,200.00 each~~

~~(5) Commencing in January of 2013, the following employees shall be entitled to a clothing and equipment replacement allowance as follows:~~

~~Full-time Service Department employees .....\$600.00 each~~

~~In January of 2016, \$600 was paid and in September of 2016, an additional \$150 will be paid to the following employees entitled to a clothing and equipment replacement allowance as follows:~~



# ORDINANCE RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5667

~~Full-time Service Department employees .....\$750.00 each~~

~~Commencing in January 2017, the following employees shall be entitled to a clothing and equipment replacement allowance as follows:~~

~~Employees (excluding Administrative Assistants and Clerks) .....\$900.00 each~~

**Commencing in January of 2024, the following employees shall be entitled to a clothing and equipment replacement and maintenance allowance as follows:**

**Full-time firemen .....\$1,600.00 each**

**Nonbargaining unit full-time police personnel .....\$1,600.00 each**

**Full-time Service Department employees (excluding Administrative Assistants and Clerks) .....\$1,300.00 each**

- (62) The payment of the amounts provided in ~~subsections (4) and (5)~~ above shall be made in January, ~~except for the September 2016 payment~~, of each year in accordance with the procedures adopted by the Mayor. Employees who have been employed by the city for less than one year shall receive payment on a pro rata basis in December of the first year of employment. Employees who leave the employ of the city for any reason shall have this payment pro rated 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 provision.
- (73) The city shall provide appropriate means for the maintenance of authorized clothing and equipment provided for full-time employees of the Service Department and other full-time city employees. A similar provision may be made for part-time and temporary employees if deemed necessary by the Mayor and Council.
- (d) All employees are expected to wear the appropriate uniforms, clothing and equipment as specified in this section, above. Each employee is responsible to make certain that the uniforms, clothing and equipment being worn is in good repair, clean and in a presentable condition. Failure of an employee to abide by these provisions may result in disciplinary action."

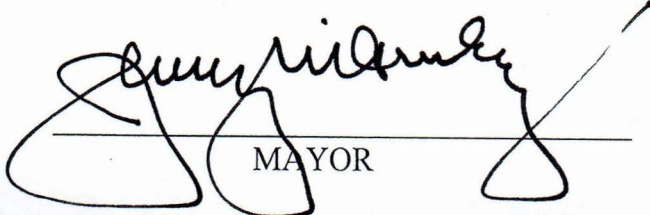
**SECTION 2.** That Section 145.09 as it existed prior to the effective date of this Ordinance be, and the same hereby is, repealed.

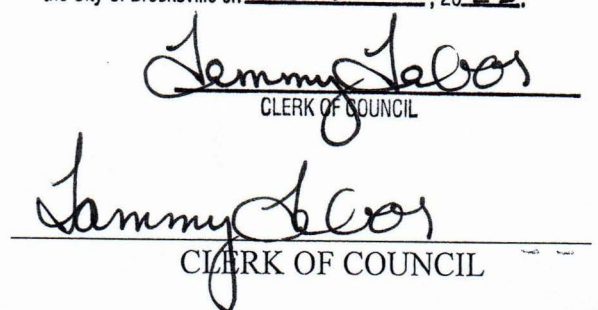
**SECTION 3.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is to update the Uniform and Clothing Allowance, therefore, said Ordinance shall be in full force and effect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

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5667 duly passed by the Council of the City of Brecksville, Ohio, on 12-5, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-8, 20 23.

PASSED: December 5, 2023

APPROVED: December 5, 2023

  
MAYOR

  
CLERK OF COUNCIL



ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5668

AN ORDINANCE AMENDING
ORDINANCE NO. 5659 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. 5659 be amended to read as follows:

A. FULL TIME JOBS	EFFECTIVE 12/17/2023 SALARY RANGE	
	MINIMUM	MAXIMUM
<b><u>Executive, Administrative and Management</u></b>		
Building Commissioner or Building Official	\$85,000.00/year	120,000.00/year <u>130,000.00/year</u>
Director of Finance	85,000.00/year	120,000.00/year <u>130,000.00/year</u>
Director of Human Services	85,000.00/year	120,000.00/year <u>130,000.00/year</u>
Director of Planning & Community Development	85,000.00/year	120,000.00/year <u>130,000.00/year</u>
Director of Public Service	85,000.00/year	120,000.00/year <u>130,000.00/year</u>
<del>Director of Public Service Trainee</del>	<del>85,000.00/year</del>	<del>120,000.00/year</del>
Director of Purchasing	85,000.00/year	120,000.00/year <u>130,000.00/year</u>
Director of Recreation	85,000.00/year	120,000.00/year <u>130,000.00/year</u>
Fire Chief	85,000.00/year	120,000.00/year <u>130,000.00/year</u>
Police Chief	85,000.00/year	120,000.00/year <u>130,000.00/year</u>
Prosecutor	85,000.00/year	120,000.00/year <u>130,000.00/year</u>
Administrative Assistant	55,000.00/year	90,000.00/year <u>97,000.00/year</u>
Assistant Building Commissioner	55,000.00/year	90,000.00/year <u>97,000.00/year</u>
Assistant Director of Finance	55,000.00/year	90,000.00/year <u>97,000.00/year</u>
Assistant Purchasing Director	55,000.00/year	90,000.00/year <u>97,000.00/year</u>
Athletics/Facility Coordinator	55,000.00/year	90,000.00/year <u>97,000.00/year</u>
AV/Technology and Communications Technician	55,000.00/year	90,000.00/year <u>97,000.00/year</u>
Building Inspectors	55,000.00/year	90,000.00/year <u>97,000.00/year</u>
Clerk of Council	55,000.00/year	90,000.00/year <u>97,000.00/year</u>
Clerk of Courts	55,000.00/year	90,000.00/year <u>97,000.00/year</u>
Supervisor of Payroll – Personnel	55,000.00/year	90,000.00/year <u>97,000.00/year</u>
Payroll Supervisor	55,000.00/year	90,000.00/year <u>97,000.00/year</u>
Visual Communications Coordinator	55,000.00/year	90,000.00/year <u>97,000.00/year</u>
Animal Warden	40,000.00/year	71,000.00/year

# ORDINANCE RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5668

Aquatics Administrative Coordinator	40,000.00/year	<del>71,000.00/year</del> <u>73,000.00/year</u>
Aquatics Facilities Coordinator	40,000.00/year	<del>71,000.00/year</del> <u>73,000.00/year</u>
Building Maintenance and Housekeeping/Supervisor	40,000.00/year	<del>71,000.00/year</del> <u>73,000.00/year</u>
Field House Coordinator	40,000.00/year	<del>71,000.00/year</del> <u>73,000.00/year</u>
Financial/Customer Service Clerk Recreation	40,000.00/year	<del>71,000.00/year</del> <u>73,000.00/year</u>
Fitness Center Coordinator/Recreation	40,000.00/year	<del>71,000.00/year</del> <u>73,000.00/year</u>
Planning and Zoning Coordinator/Inspector	40,000.00/year	<del>71,000.00/year</del> <u>73,000.00/year</u>
Records Clerk-Police	40,000.00/year	<del>71,000.00/year</del> <u>73,000.00/year</u>
Recreation Clerk	40,000.00/year	<del>71,000.00/year</del> <u>73,000.00/year</u>
Food Service Operations Manager	40,000.00/year	<del>71,000.00/year</del> <u>73,000.00/year</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
<u>Fitness Assistant</u>	<u>30,000.00/year</u>	<u>63,000.00/year</u>
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  
12/17/2023  
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
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/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/hour
Life Guards – Recreation	State/Federal Minimum Wage/hour	18.00/hour
Program-Supervisors/Recreation	State/Federal Minimum Wage/hour	18.00/hour
Recreational Employees	State/Federal Minimum Wage/hour	18.00/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/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.



**ORDINANCE RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Ordinance No. 5668

**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. Full Time Personnel**

**EFFECTIVE**  
**12/17/2023**

Lieutenant

\$106,306.17/year  
**109,495.36/year**

**B. Part Time Personnel**

**EFFECTIVE**  
**12/17/2023**

Special Police  
Police Clerks

<u>MINIMUM</u>	<u>MAXIMUM</u>
20.00/hour	30.00/hour
12.00/hour	26.00/hour

**FIRE DEPARTMENT**

**A. Full Time Jobs**

**EFFECTIVE**  
**12/17/2023**

Lieutenant/Paramedic

\$ 98,729.97/year  
**101,691.87/year**

Fireman/EMT-Paramedic Grade IV

69,125.26/year  
**71,199.02/year**

Fireman/EMT-Paramedic Grade III

73,869.13/year  
**76,085.20/year**

Fireman/EMT-Paramedic Grade II

78,648.69/year  
**81,008.15/year**

Fireman/EMT-Paramedic Grade I

88,207.84/year  
**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*.

**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).**

**B. Part Time Jobs**

**Firemen and Officers** (Volunteer)

**EFFECTIVE**  
**12/17/2023**

Emergency Duty  
Non-Emergency Duty/Non-Paramedic  
Non-Emergency Duty/Paramedic

\$26.52/hour	<b><u>27.32/hour</u></b>
20.73/hour	<b><u>21.35/hour</u></b>
24.75/hour	<b><u>25.49/hour</u></b>

**SERVICE DEPARTMENT**

**A. Full Time Jobs**

**EFFECTIVE**  
**12/17/2023**

Service Grade VI\*  
Service Grade V\*\*  
Service Grade IV\*\*\*  
Service Grade III\*\*\*

\$25.05/hour	<b><u>25.80/hour</u></b>
28.14/hour	<b><u>28.98/hour</u></b>
31.19/hour	<b><u>32.13/hour</u></b>
34.31/hour	<b><u>35.34/hour</u></b>

**ORDINANCE RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Ordinance No. 5668

Service Grade II***	<del>35.17/hour</del> <b><u>36.23/hour</u></b>
Service Grade I***	<del>36.14/hour</del> <b><u>37.22/hour</u></b>
Assistant Foreman	<del>41.60/hour</del> <b><u>42.85/hour</u></b>
Foreman	<del>47.54/hour</del> <b><u>48.97/hour</u></b>
Building Engineer II***	<del>33.00/hour</del> <b><u>33.99/hour</u></b>
Building Engineer I***	<del>35.18/hour</del> <b><u>36.24/hour</u></b>
Building Engineer Supervisor	<del>45.54/hour</del> <b><u>46.91/hour</u></b>
Tree Warden/Horticulturist	<del>39.14/hour</del> <b><u>40.31/hour</u></b>

	<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**

		<b><u>EFFECTIVE</u></b> <b><u>12/17/2023</u></b>
	<b><u>STEPS</u></b>	
Housekeeping Supervisor Grade III	24 months	<del>\$19.57/hour</del> <b><u>20.16/hour</u></b>
Housekeeping Supervisor Grade II	12 months	<del>18.54/hour</del> <b><u>19.10/hour</u></b>
Housekeeping Supervisor Grade I	Entry	<del>17.51/hour</del> <b><u>18.04/hour</u></b>
Housekeeping Staff Grade III	24 months	<del>16.48/hour</del> <b><u>16.97/hour</u></b>
Housekeeping Staff Grade II	12 months	<del>15.45/hour</del> <b><u>15.91/hour</u></b>
Housekeeping Staff Grade I	Entry	<del>14.42/hour</del> <b><u>14.85/hour</u></b>

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

**SERVICE DEPARTMENT**

**B. Part Time Jobs**

	<b><u>EFFECTIVE</u></b> <b><u>12/17/2023</u></b>
	<u>MINIMUM</u> <u>MAXIMUM</u>
<b><u>Part Time</u></b>	
Housekeeping Staff	\$12.00/hour                      \$16.00/hour
Building Maintenance Worker	15.00/hour <del>20.00/hour</del> <b><u>25.00/hour</u></b>
Part Time Service (Effective 4/19/2022)	14.00/hour                      18.00/hour

**Seasonal Employees**

	<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.



**ORDINANCE RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

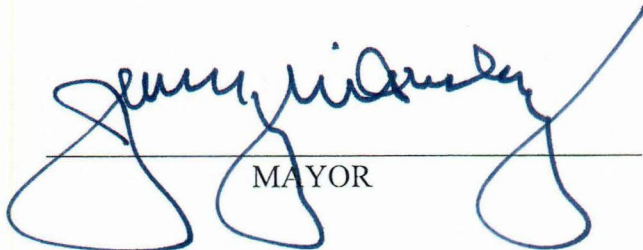
Ordinance No. 5668

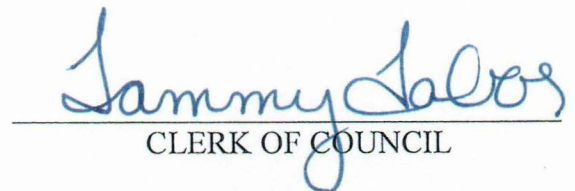
**SECTION 4.** Ordinance No. 5659 and the same hereby is, superseded and restated by this Ordinance.

**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.

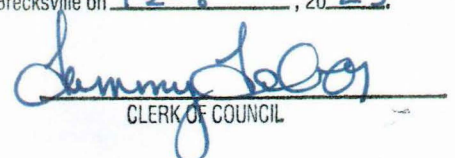
PASSED: December 5, 2023

APPROVED: December 5, 2023

  
MAYOR

  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5668 duly passed by the Council of the City of Brecksville, Ohio, on 12-5, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-8, 20 23.

  
CLERK OF COUNCIL

**ORDINANCE RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Ordinance No. 5669

**AN ORDINANCE AUTHORIZING THE MAYOR  
TO ENTER INTO A REVISED COLLECTIVE  
BARGAINING AGREEMENT WITH THE OHIO  
PATROLMEN'S BENEVOLENT ASSOCIATION  
REPRESENTING THE BRECKSVILLE POLICE  
DEPARTMENT PATROLMEN; AND DECLARING  
AN EMERGENCY**

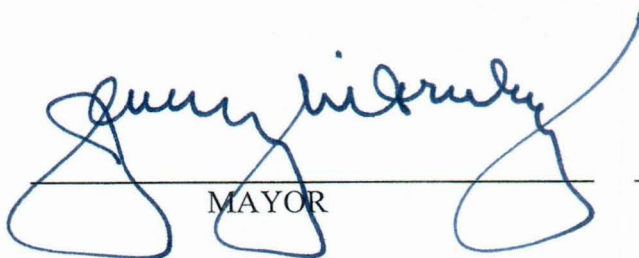
**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

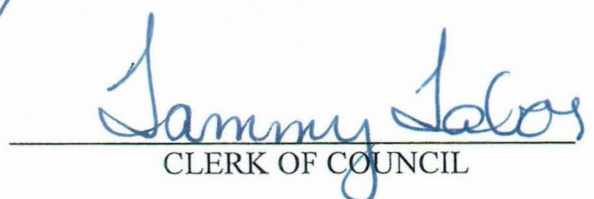
**SECTION 1.** The Mayor be, and he hereby is, authorized to enter into a Revised Collective Bargaining Agreement with the Ohio Patrolmen's Benevolent Association representing the Brecksville Police Department Patrolmen for a period beginning January 1, 2024 and ending December 31, 2025, a copy of which Revised Agreement is attached hereto as Exhibit "A" and incorporated herein as if 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 is to implement the negotiated revisions effective January 1, 2024, 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 5, 2023

APPROVED: December 5, 2023

  
MAYOR

  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5669 duly passed by the Council of the City of Brecksville, Ohio, on 12-5, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-8, 20 23.

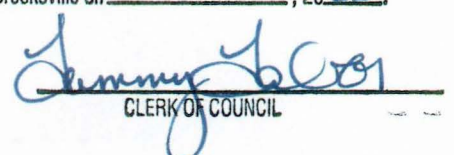
  
CLERK OF COUNCIL



EXHIBIT "A"

AN AGREEMENT

between

THE CITY OF BRECKSVILLE

and

THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION

(PATROLMAN)

EFFECTIVE: January 1, 2023

**REVISED: December 5, 2023**

EXPIRES: December 31, 2025

**TABLE OF CONTENTS**

<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
ARTICLE 1 - PREAMBLE .....	4
ARTICLE 2 - PURPOSE AND INTENT .....	4
ARTICLE 3 - RECOGNITION .....	4
ARTICLE 4 - DUES DEDUCTION .....	5
ARTICLE 5 - MANAGEMENT RIGHTS .....	5
ARTICLE 6 - EMPLOYEE RIGHTS .....	6
ARTICLE 7 - NO STRIKE .....	7
ARTICLE 8 - ASSOCIATION REPRESENTATION .....	7
ARTICLE 9 - GRIEVANCE PROCEDURE .....	7
ARTICLE 10- ARBITRATION PROCEDURE .....	10
ARTICLE 11- DISCIPLINE .....	10
ARTICLE 12- NON-DISCRIMINATION .....	11
ARTICLE 13- GENDER AND PLURAL .....	11
ARTICLE 14- OBLIGATION TO NEGOTIATE .....	11
ARTICLE 15- CONFORMITY TO LAW .....	12
ARTICLE 16- HOURS OF WORK .....	12
ARTICLE 17- OVERTIME PAY .....	13
ARTICLE 18- SENIORITY .....	14
ARTICLE 19- HOLIDAYS .....	15
ARTICLE 20- VACATIONS .....	15
ARTICLE 21- SICK LEAVE .....	16
ARTICLE 22- EXPENSE ALLOWANCE .....	18
ARTICLE 23- BEREAVEMENT LEAVE .....	18
ARTICLE 24- DISABILITY LEAVE .....	19
ARTICLE 25- JURY DUTY LEAVE .....	19
ARTICLE 26- COURT TIME .....	19
ARTICLE 27- MILITARY LEAVE .....	20
ARTICLE 28- LEAVES OF ABSENCE .....	20
ARTICLE 29- COMPENSATION .....	21
ARTICLE 30- LONGEVITY .....	22
ARTICLE 31- MISCELLANEOUS .....	22
ARTICLE 32- CLOTHING ALLOWANCE AND MAINTENANCE .....	23
ARTICLE 33- LIFE INSURANCE .....	24
ARTICLE 34- HOSPITALIZATION INSURANCE .....	24
ARTICLE 35- DEADLY FORCE .....	25
ARTICLE 36- OFFICER-IN-CHARGE PREMIUM .....	25
ARTICLE 37- RETENTION OF BENEFITS .....	25
ARTICLE 38- PROBATIONARY PERIOD .....	25
ARTICLE 39- SAVINGS CLAUSE .....	26
ARTICLE 40- PENSION PICK-UP .....	26
ARTICLE 41- HEALTH CARE COST MANAGEMENT COMMITTEE .....	26
ARTICLE 42- LAYOFFS .....	27
ARTICLE 43- HEALTH AND SAFETY COMMITTEE .....	27
ARTICLE 44- TRAINING AND SCHOOLING .....	28
ARTICLE 45- FIELD TRAINING OFFICER .....	28



ARTICLE 46- TOTAL AGREEMENT .....	28
ARTICLE 47 - DURATION OF AGREEMENT .....	28
ARTICLE 48 - EXECUTION .....	29

## **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 Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the OPBA".

## **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 OPBA;
- (2) To promote individual efficiency and timely and effective service and police 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 OPBA 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 patrol officers, except as provided for in Article 39 of this Agreement, on the Brecksville Police Department and excluding all captains, lieutenants, sergeants, dispatchers, part-time, seasonal and temporary employees. 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 OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. The Employer will notify the OPBA of any additions and/or deletions to this list as the same may occur.



## **DUES DEDUCTION**

### **ARTICLE 4**

Section 1. During the term of this Agreement, the Employer shall deduct the regular monthly OPBA 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 OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

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

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

Section 5. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

## **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 OPBA 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.

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 OPBA 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 OPBA to avoid work stoppages and strikes. The OPBA 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 OPBA 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 OPBA 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 OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. 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 OPBA. 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 pre-arbitration grievance settlements reached by the OPBA and the Employer shall be final, conclusive and binding on the Employer, the OPBA and the employee. A grievance may be withdrawn, with prejudice as to that grievance only, by the OPBA 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 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 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 OPBA representative, and any other person solicited by any party for the purpose of providing information relevant to the resolution of the grievance. The Safety Director or his designee shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing. If the

grievant is not satisfied with the decision at Step 3, he 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 grievant may submit the grievance to arbitration by providing the Employer with written notice of his 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 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 "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 OPBA.

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 OPBA 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 OPBA expressly agrees that membership in the OPBA 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 eight (8) regularly scheduled consecutive hours during a twenty-four (24) hour period of time with the exception of shift changeover days.

Section 2. At the complete and sole discretion of the Employer, and in the exercise of the Employer's management rights, twelve (12) hour shifts may be instituted as authorized by the Safety Director. In order to maintain the work period of eighty (80) hours in a two (2) week period, the work period shall be comprised of six (6), twelve (12) hour shifts, and one (1), eight (8) hour shift. Scheduling of shifts and personnel shall be at the discretion of the Police Chief. The Safety Director shall have the complete and sole discretion to return to eight (8) hour shifts. Prior to the reversion to eight (8) hour shifts, the Safety Director shall meet with the representatives of the employees to explain the reason or reasons for the return to eight (8) hour shifts.



Section 3. The regular working pay period for all employees will be eighty (80) hours in a two (2) week period. It is understood that the scheduling of employees within the two (2) week period is a management right.

Section 4. The schedule of each employee's scheduled work days shall be posted and maintained at least four (4) weeks in advance. It is recognized that absences or unexpected coverage adjustments may require changes in said schedule.

Section 5. Employee(s) may with the approval of the Police Chief or his designee switch with another employee their respective shift working days as long as the switch is completed within the working pay period, and neither employee uses this benefit to earn overtime. Employee(s) will request such change in advance.

Section 6. 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 employees, whose work is scheduled over a two (2) week period, overtime shall be paid for all hours worked in excess of eighty (80) hours. 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 in excess of eighty (80) hours. 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 and professional pay paid to each employee.

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

Section 3. Prior to any part-time employee (part-time special officer, and other part-time employee of the Police Department whose primary recognized duty is that of a Patrolman) earning over-time by working in excess of eighty (80) hours in any bi-weekly pay period, full-time employees shall have the option of said available hours of work as follows: The employees of the shift that is off will be contacted first by seniority (This is applicable to a four platoon schedule). Next all employees scheduled off on the day of the fill will be asked by seniority. If no one scheduled off is available or desires the overtime, then the employees of the shift that is working will be asked in order of seniority. If a fill is still needed then the employees of the on-coming shift will be asked by seniority followed by any remaining full-time employee in order of seniority. Only after all employees have declined such opportunity for the available work shall part-time employees of the Employer perform such over-time work.

Section 4. In the event the Employer or its designee determines the need to utilize a full-time employee for an overtime opportunity involving shift vacancies or fills, or other work assignments



required by the Employer, it shall offer the overtime opportunity to the full-time employees scheduled off on the day of the overtime opportunity by seniority. If no full-time employee scheduled off on the day of the overtime opportunity is available or desires to work the overtime opportunity, then all other full-time employees will be offered the overtime opportunity on the basis of departmental seniority. An employee may waive, in writing, his right to be called under certain circumstances, such as during his days off, certain shifts, etc. This waiver shall remain in effect until revoked or modified by the employee in writing. In the event twelve (12) hour shifts are instituted and a full-time employee is needed for an overtime opportunity involving shift vacancies or fills, the overtime opportunity shall be offered by seniority to the full-time employees working the same shift that are scheduled off. If no one is available or declines the overtime opportunity, the Employer shall staff the overtime opportunity at its discretion. If a shift fill or vacancy requiring overtime to be filled by a full time employee occurs on a Saturday or Sunday, any employee permanently scheduled off on these days shall be included on the seniority list for both shifts. Day shift is defined as 6:00 a.m. to 6:00 p.m. and night shift is defined as 6:00 p.m. to 6:00 a.m.

Section 5. 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 eighty (80) hours at any time. 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 6. Compensatory time off will be with approval of the Chief in increments of not less than one (1) hour, subject to Section 7.

Section 7. 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 three (3), (including in such count Captains, Lieutenants, Sergeants and Patrolmen).

Section 8. 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 three (3) hours or the hours actually worked if greater than three (3) 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 continuous service as a sworn full-time patrol officer with the Brecksville Police Department and such seniority shall begin with the date of appointment. In the event that two employees shall have the same appointment date, seniority shall be determined by



placement on the Eligible Candidates List of the Brecksville Civil Service Commission from which the appointments were made, the higher placement being the senior employee.

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 receive eighty (80) hours of holiday pay comprised 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
Two Floating Holidays (Not counted in Holiday Leave- may be eight (8) or twelve (12) hours)	

Section 2. Any employee who is required to work on any holiday shall be entitled to overtime compensation for hours worked on said holiday and one (1) additional eight (8) or twelve (12) hour 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. When the employer fills or increases the scheduled work force on a holiday, employees not scheduled, by order of seniority shall have preference to fill prior to part-time fills.

Section 4. The floating holiday and the holiday leave as provided in Section 2 hereof shall be taken at the convenience of the employee and subject to the approval of the employee's supervisor.

Section 5. All unused holiday leave that is required to be taken by December 31st of each year shall be scheduled no later than November 30th of that year. All such leave must be taken prior to the end of the calendar year, and such leave shall not be cumulative 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>Hours</u>
After one (1) year	Eighty (80)
After five (5) years	One hundred twenty (120)
After ten (10) years	One hundred sixty (160)
After fifteen (15) years	Two hundred (200)
After twenty (20) years	Two hundred forty (240)

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. Each employee will have three (3) priority choices of the use of vacation hours provided they are requested on the departmental vacation bid sheet prior to January 31st of each year. Thereafter the remaining vacation time, if any, will be granted on a "first come, first served" basis.

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. In the event that platoon size is increased to more than six (6), two (2) individuals shall be permitted to be on vacation at the same time in accordance with the provisions contained in this Article, provided that the shift affected by this provision is staffed by at least two (2) full time officers. Otherwise, requests for two (2) individuals to be off at the same time shall be submitted to the Chief of Police. The Chief of Police, in his sole discretion, may allow two (2) individuals to be off on vacation at the same time based on the operational needs of the Police Department.

Section 7. 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 equal to one hundred twenty (120) hours per year and such time shall be accrued during the year in an amount to be determined by dividing the one hundred twenty (120) hours by the number of bi-weekly pay periods in the calendar year. Not more than one-fifth (1/5) of the sick leave accrued but unused during the current year may be used for personal leave with the approval of the Chief.

Section 3. Each employee who has accumulated sick leave to the maximum of nine hundred sixty (960) hours as provided therein, said employee shall continue to earn sick leave at the rate provided by Section 2 in excess of nine hundred sixty (960) hours and such excess up to 120 hours 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, or death while in active service with the City of Brecksville, at the employee's 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 960 hours up to 120 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 three (3) consecutive scheduled work days 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 twenty four (24) 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 Finance 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 reasonable rates prevailing, 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. In the event twelve (12) hour shifts are instituted, an employee may have three (3) calendar days off, however 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-first (41<sup>st</sup>) 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 hours of absence due to injury as described herein. Police 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. 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 Police Department shall be paid for all hours worked, with a minimum of three (3) hours pay or four (4) hours pay when the employee works the third shift (currently 10:00 p.m. to 6:00 a.m.) and the employee's court duty occurs within eight (8) hours of the end of the third shift or when the employee works a scheduled afternoon twelve

(12) hour shift (currently 6:00 p.m. to 6:00 a.m.) and the employee's court duty occurs within eight (8) hours of the end of the afternoon twelve (12) hour shift; subject to time and one-half compensation if qualifying as overtime as defined in Article 18 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 18 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, for periods of up to one (1) month (one hundred seventy-six (176) hours or each federal fiscal year in which they are performing duty in the uniformed services. "Federal fiscal year" means the year beginning on the first day of October and ending on the thirtieth (30th) day of September. 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 ( one hundred seventy-six (176) hours for each federal fiscal year in which they are performing duty in the uniformed services because of an executive order issued by the President of the United States, because of an Act of Congress, or because of an order to perform duty issued by the Governor pursuant to R.C. § 5919.29, during the period designated in the order or act, to a leave of absence and to be paid 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

For all full-time police patrolman:

Section 1. Effective ~~December 18, 2022~~ December 17, 2023 the annual salary paid for full-time patrolman shall be as follows:

Patrolman Grade IV	<del>\$66,989.00/year</del> <u>68,999.00/year</u>
Patrolman Grade III	<del>\$74,065.00/year</del> <u>76,287.00/year</u>
Patrolman Grade II	<del>\$81,137.00/year</del> <u>83,571.00/year</u>
Patrolman Grade I	<del>\$88,215.00/year</del> <u>90,861.00/year</u>

Section 2. Effective December 15, 2024 the annual salary paid for full-time patrolman shall be as follows:

<u>Patrolman Grade IV</u>	<u>\$71,414.00/year</u>
<u>Patrolman Grade III</u>	<u>\$78,975.00/year</u>
<u>Patrolman Grade II</u>	<u>\$86,496.00/year</u>
<u>Patrolman Grade I</u>	<u>\$94,041.00/year</u>

Section 23. 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 2,080 hours, regardless of the number of hours in any calendar year.

Section 34. 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 45. Professional Pay. In addition to the base rate of pay, employees who are LEADS certified and hold an OPOTA certification shall receive annual compensation in the amount of one thousand ~~two~~ six hundred dollars (~~\$1,200.00~~ 1,600.00).

## 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 1<sup>st</sup> 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. Upon retirement an employee shall receive exclusive title to his badge issued to such employee prior to retirement. Upon retirement, an employee will be permitted to purchase the employee's duty weapon for \$1.00 with a signed waiver of indemnification.

Section 2. The Employer will make available to employees who may wish any vaccination for disease or infection that is offered to members of the Employer's Fire Department. The Employer will assume full cost of said vaccinations.

Section 3. The Union will be allowed one securable bulletin board for posting of union business. Said bulletin board to be located in the Police Department.

Section 4. 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.

Section 5. 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 6. In the event a promotional examination is being conducted by the Civil Service Commission for the position of Sergeant, no employee shall be eligible to take such examination unless he has completed at least thirty-six (36) months of service as a full-time patrol officer prior to the date the test is to be given.

Section 7. The Employer agrees that the Policy and Procedure Manual and the Rules and Regulations Manual shall be reduced to writing and provided 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 8. An employee who has been assigned a Police Department canine shall receive one (1) hour of overtime pay for each of his regular days off for the care and maintenance of such canine notwithstanding the requirements contained in Article 18, Section 1 of this Agreement.

Section 9. 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 10. 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 ~~January 1, 2008~~ **January 1, 2024**, each employee shall be paid, annually, a uniform allowance in the amount of one thousand ~~two~~**six** hundred dollars (~~\$1,200.00~~**\$1,600.00**). Such payment shall be by a single separate non-salary payment prior to January 31<sup>st</sup> of each year.



## 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 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 OPBA as soon as known. The parties will then meet to bargain the plan design, benefits or coverage changes.

### **DEADLY FORCE**

#### ARTICLE 35

Section 1. Whenever an employee participates in administering Deadly Force, as defined by O.R.C. 2901.01 the following provisions shall apply:

- A. The employee shall receive fifty-six (56) paid working hours off. An extension of paid time shall be granted by the Safety Director if he deems necessary.
- B. The employee shall continue to receive all benefits from the City.
- C. The time off granted to the employee shall not be deducted from any benefit of this Agreement.

### **OFFICER-IN-CHARGE PREMIUM**

#### ARTICLE 36

Section 1. Any Patrolman who is performing the duties and assuming the responsibility of Officer-in-Charge for at least 4 hours of an 8 hour shift or a 12 hour shift shall be compensated a flat rate of \$40.00 for each 8 hour shift or \$50.00 for each 12 hour shift worked. The Officer in charge shall be the senior Patrolman assigned to work the shift or as designated by the Chief of Police at his discretion and in advance.

### **RETENTION OF BENEFITS**

#### ARTICLE 37

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 38

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 or any other provision of this Agreement. If an employee is discharged or quits and is later rehired, he shall be considered a new employee and subject to the provisions of this Article. For all purposes, a probationary employee shall have an "employment at will" relationship with the Employer. Probationary employees shall not be able to appeal any disciplinary action including removals, to any Civil Service Commission.

### SAVINGS CLAUSE

#### ARTICLE 39

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 40

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 41

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) times 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 42**

Section 1. In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired or promoted, first 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 five (5) years.

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

Section 4. Before any full-time employees may be laid off, all part-time police patrolman, and part-time clerks will be laid off first.

### **HEALTH AND SAFETY COMMITTEE**

#### **ARTICLE 43**

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 Chief of Police or his designated representative.

Section 2. The Union shall designate a safety committee, consisting of up to three (3) members of the bargaining unit, to discuss matters of safety, health and sanitation. Should a situation arise that requires corrective action, the committee's findings, along with a recommendation shall be forwarded to the Police Chief. The Police 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.

Section 3. Should a dispute exist as to the Police Chief's corrective action or response, the committee may submit their recommendation to the Safety Director for his review. The 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/SCHOOLING**

### **ARTICLE 44**

Section 1. An employee authorized by the Police Chief to attend any school, lecture, seminar, or specialized training shall be paid for all hours engaged in such training, with a minimum of eight (8) hours paid should such training be shown to include morning and afternoon sessions. In the event the employee was scheduled to work a twelve (12) hour shift during the employee's attendance at any school, lecture, seminar, or specialized training, the employee shall only be paid for the hours engaged in such schooling or training. No travel time shall be paid if the school, lecture, seminar or specialized training is held within Cuyahoga County. If the school, lecture, seminar or specialized training is held outside of Cuyahoga County, travel time shall be paid only where the aggregate training and travel time exceeds eight (8) hours in any one day.

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 23 Expense Allowance.

Section 4. Employees attending training at the Ohio Patrol Academy or the Ohio Peace Officers Training Academy may elect off-campus lodging with the cost to be born by said employee.

## **FIELD TRAINING OFFICER PREMIUM**

### **ARTICLE 45**

Section 1. Any employee who is performing the duties and assuming the responsibilities of Field Training Officer for at least 8 hours of a regular shift shall be compensated at flat rate of \$25.00 and in the event of a 12 hour shift, \$35.00 for each shift worked. The Field Training Officer shall be designated by the Police Chief at his discretion and in advance.

## **TOTAL AGREEMENT**

### **ARTICLE 46**

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 47

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein and shall become effective January 1, 2023 with revisions effective January 1, 2024 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, 2024

~~Section 2. Sixty (60) days prior to December 31, 2023, wage rate negotiations for the contract year 2024 shall commence. These negotiations shall be limited to wages only. In the event the parties are unable to reach an agreement on wages prior to December 31, 2023, either party may serve written notice upon the other submitting the issue to the statutory dispute resolution procedures established under Ohio Rev. Code Section 4117.14 or to any mutually agreed upon dispute settlement procedure, including arbitration.~~

~~Section 3. Sixty (60) days prior to December 31, 2024, wage rate negotiations for the contract year 2025 shall commence. These negotiations shall be limited to wages only. In the event the parties are unable to reach an agreement on wages prior to December 31, 2024, either party may serve written notice upon the other submitting the issue to the statutory dispute resolution procedures established under Ohio Rev. Code Section 4117.14 or to any mutually agreed upon dispute settlement procedure, including arbitration.~~

### EXECUTION

#### ARTICLE 48

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement as revised to be duly executed this 5 day of December, ~~2022~~2023.

FOR THE CITY OF BRECKSVILLE:

FOR THE OPBA:

  
MAYOR JERRY N. HRUBY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## EXHIBIT "A"

City of Brecksville  
2024 Renewal Options

Medical Mutual - 2024 Plan Designs						
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	\$3,200/\$6,400 (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)	\$3,200/\$6,400 (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	MMO will reimburse 75% of allowed charges less any coinsurance	Shoebox Rx Program	MMO will reimburse 75% of allowed charges less any coinsurance	Shoebox Rx Program After Deductible is met, then 80% up to Max Out-of-Pocket then 100%	MMO will reimburse 75% of allowed charges less any coinsurance
Retail	80% up to Max Out-of-Pocket then 100%		80% up to Max Out-of-Pocket then 100%			
Mail Order (90-day supply unless otherwise noted)	80% up to Max Out-of-Pocket then 100% Specialty Drugs 30-day supply limit	Not Covered	80% up to Max Out-of-Pocket then 100% Specialty Drugs 30-day supply limit	Not Covered	After Deductible is met, then 80% up to Max Out-of-Pocket then 100% Specialty Drugs 30-day supply limit	Not Covered

## 2024 Contributions

Enrollment Tier	Employee Contribution/Month: 10.0%	Employee Contribution/Month: 1.5%	Employee Contribution/Month
Single	\$85.34	\$12.46	\$0.00
Employee + Spouse	\$179.24	\$26.18	\$0.00
Employee + Child(ren)	\$145.10	\$21.19	\$0.00
Family	\$251.79	\$36.77	\$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



**Delta Dental of Ohio**  
Dental Benefit Highlights for  
City of Brecksville

**EXHIBIT "B"**



**Welcome to Ohio's largest dental benefits family!**

As a member of Delta Dental of Ohio, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists - there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

**Quality Dental Program**

With our quick and accurate claims processing, we pay more than 90% of claims in 10 days or less. Delta Dental also offers world-class customer service from our Benchmark Portal Certified Center of Excellence call center.

**Online Access**

Our online Member Portal lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more - all at your own convenience.

**A Healthy Smile**

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

**Questions?**

If you have questions, please call our Customer Service team at 800-524-0149 or look online at [www.DeltaDentalOH.com](http://www.DeltaDentalOH.com).

**Delta Dental PPO™ (Point-of-Service)**  
Coverage effective January 1, 2024

**Delta Dental  
PPO Dentist**

**Delta Dental  
Premier®  
Dentist**

**Non-  
participating  
Dentist**

**Plan Pays**

**Plan Pays**

**Plan Pays\***

**Diagnostic & Preventive**

**Diagnostic and Preventive Services** - exams, cleanings, fluoride, and space maintainers

100%

100%

100%

**Emergency Palliative Treatment** - to temporarily relieve pain

100%

100%

100%

**Sealants** - to prevent decay of permanent teeth

100%

100%

100%

**Brush Biopsy** - to detect oral cancer

100%

100%

100%

**Radiographs** - X-rays

100%

100%

100%

**Periodontal Maintenance** - cleanings following periodontal therapy

100%

100%

100%

**Basic Services**

**Minor Restorative Services** - fillings and crown repair

85%

85%

85%

**Endodontic Services** - root canals

85%

85%

85%

**Periodontic Services** - to treat gum disease

85%

85%

85%

**Oral Surgery Services** - extractions and dental surgery

85%

85%

85%

**Other Basic Services** - misc. services

85%

85%

85%

**Relines and Repairs** - to prosthetic appliances

85%

85%

85%

**Major Services**

**Major Restorative Services** - crowns

50%

50%

50%

**Prosthodontic Services** - bridges, implants, dentures, and crowns over implants

50%

50%

50%

**Orthodontic Services**

**Orthodontic Services** - braces

50%

50%

50%

**Orthodontic Age Limit** -

through age 18 and under

\* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

**Maximum Payment** - \$1,500 per person total per calendar year on diagnostic & preventive, basic services, and major services. \$1,000 per person total per lifetime on orthodontics.

**Deductible** - \$50 deductible per person total per calendar year limited to a maximum deductible of \$150 per family per calendar year on all services except diagnostic and preventive services, emergency palliative treatment, sealants, brush biopsy, X-rays, periodontal maintenance, and orthodontic services.

**Note** - This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.



**ORDINANCE RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Ordinance No. 5670

**AN ORDINANCE AUTHORIZING THE MAYOR  
TO ENTER INTO A COLLECTIVE BARGAINING  
AGREEMENT WITH THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION REPRESENTING THE  
BRECKSVILLE POLICE DEPARTMENT SERGEANTS;  
AND DECLARING AN EMERGENCY**

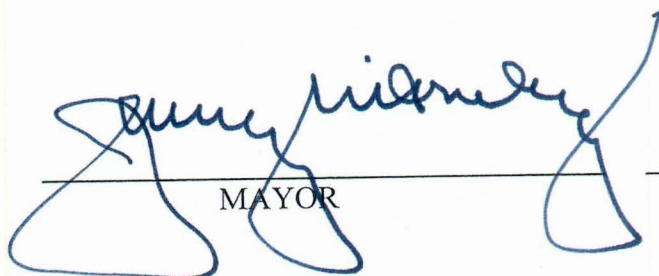
**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

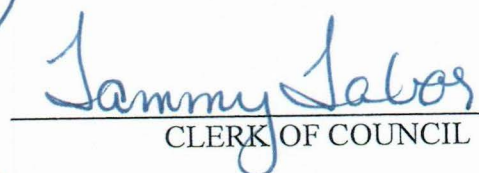
**SECTION 1.** The Mayor be, and he hereby is, authorized to enter into a Collective Bargaining Agreement with the Ohio Patrolmen's Benevolent Association representing the Brecksville Police Department Sergeants for a period beginning January 1, 2024 and ending December 31, 2024, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein as if 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 is that the previous Agreement expires December 31, 2023, 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 5, 2023

APPROVED: December 5, 2023

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5670 duly passed by the Council of the City of Brecksville, Ohio, on 12-5, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-8, 20 23.

  
\_\_\_\_\_  
CLERK OF COUNCIL



**EXHIBIT "A"**

**AN AGREEMENT**

between

**THE CITY OF BRECKSVILLE**

and

**THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

**(SERGEANTS)**

**EFFECTIVE: January 1, 2024**

**EXPIRES: December 31, 2025**

## TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
ARTICLE 1 - PREAMBLE .....	1
ARTICLE 2 - PURPOSE AND INTENT .....	1
ARTICLE 3 - RECOGNITION .....	1
ARTICLE 4 - DUES DEDUCTION .....	2
ARTICLE 5 - MANAGEMENT RIGHTS .....	2
ARTICLE 6 - EMPLOYEE RIGHTS .....	3
ARTICLE 7 - NO STRIKE .....	4
ARTICLE 8 - ASSOCIATION REPRESENTATION .....	4
ARTICLE 9 - GRIEVANCE PROCEDURE .....	4
ARTICLE 10 - ARBITRATION PROCEDURE .....	7
ARTICLE 11 - DISCIPLINE .....	7
ARTICLE 12 - NON-DISCRIMINATION .....	8
ARTICLE 13 - GENDER AND PLURAL .....	8
ARTICLE 14 - OBLIGATION TO NEGOTIATE .....	8
ARTICLE 15 - CONFORMITY TO LAW .....	9
ARTICLE 16 - HOURS OF WORK .....	9
ARTICLE 17 - OVERTIME PAY .....	10
ARTICLE 18 - SENIORITY .....	11
ARTICLE 19 - HOLIDAYS .....	12
ARTICLE 20 - VACATIONS .....	13
ARTICLE 21 - SICK LEAVE .....	14
ARTICLE 22 - EXPENSE ALLOWANCE .....	15
ARTICLE 23 - BEREAVEMENT LEAVE .....	15
ARTICLE 24 - DISABILITY LEAVE .....	16
ARTICLE 25 - JURY DUTY LEAVE .....	16
ARTICLE 26 - COURT TIME .....	17
ARTICLE 27 - MILITARY LEAVE .....	17
ARTICLE 28 - LEAVES OF ABSENCE .....	18
ARTICLE 29 - COMPENSATION .....	18
ARTICLE 30 - LONGEVITY .....	19
ARTICLE 31 - MISCELLANEOUS .....	19
ARTICLE 32 - CLOTHING ALLOWANCE AND MAINTENANCE .....	20
ARTICLE 33 - LIFE INSURANCE .....	21
ARTICLE 34 - HOSPITALIZATION INSURANCE .....	21
ARTICLE 35 - DEADLY FORCE .....	22
ARTICLE 36 - RETENTION OF BENEFITS .....	22
ARTICLE 37 - PROBATIONARY PERIOD .....	22
ARTICLE 38 - SAVINGS CLAUSE .....	22
ARTICLE 39 - PENSION PICK-UP PLAN .....	23
ARTICLE 40 - HEALTH CARE COST MANAGEMENT COMMITTEE .....	23
ARTICLE 41 - LAYOFFS .....	23
ARTICLE 42 - HEALTH AND SAFETY COMMITTEE .....	24
ARTICLE 43 - TRAINING AND SCHOOLING .....	24
ARTICLE 44 - FIELD TRAINING OFFICER PREMIUM .....	25



ARTICLE 45 - TOTAL AGREEMENT .....25

ARTICLE 46 - DURATION OF AGREEMENT .....25

ARTICLE 47 - EXECUTION .....26

## 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 Ohio Patrolmen’s Benevolent Association, hereinafter referred to as “the OPBA”.

## 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 OPBA;
- (2) To promote individual efficiency and timely and effective service and police 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 OPBA 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 sergeants, on the Brecksville Police Department, and excluding all patrol officers, captains, lieutenants, dispatchers, part-time, seasonal and temporary employees. 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 OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. The Employer will notify the OPBA of any additions and/or deletions to this list as the same may occur.



## **DUES DEDUCTION**

### ARTICLE 4

Section 1. During the term of this Agreement, the Employer shall deduct the regular monthly OPBA 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 OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

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

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

Section 5. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

## **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 OPBA 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.

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 OPBA 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 OPBA to avoid work stoppages and strikes. The OPBA 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 OPBA 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 OPBA 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 OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. 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 OPBA. 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 pre-arbitration grievance settlements reached by the OPBA and the Employer shall be final, conclusive and binding on the Employer, the OPBA and the employee. A grievance may be withdrawn, with prejudice as to that grievance only, by the OPBA 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 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 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 OPBA representative, and any other person solicited by any party for the purpose of providing information relevant to the resolution of the grievance. The Safety Director or his designee shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he 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 grievant may submit the grievance to arbitration by providing the Employer with written notice of his 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 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 “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 OPBA.

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 OPBA 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 OPBA expressly agrees that membership in the OPBA 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 eight (8) regularly scheduled consecutive hours during a twenty-four (24) hour period of time with the exception of shift changeover days.

Section 2. At the complete and sole discretion of the Employer, and in the exercise of the Employer's management rights, twelve (12) hour shifts may be instituted as authorized by the Safety Director. In order to maintain the work period of eighty (80) hours in a two (2) week period, the work period shall be comprised of six (6), twelve (12) hour shifts, and one (1), eight (8) hour shift. Scheduling of shifts and personnel shall be at the discretion of the Police Chief. The Safety Director shall have the complete and sole discretion to return to eight (8) hour shifts. Prior to the reversion to eight (8) hour shifts, the Safety Director shall meet with the representatives of the employees to explain the reason or reasons for the return to eight (8) hour shifts.

Section 3. The regular working pay period for all employees will be eighty (80) hours in a two (2) week period. It is understood that the scheduling of employees within the two (2) week period is a management right.



Section 4. The schedule of each employee's scheduled work days shall be posted and maintained at least four (4) weeks in advance. It is recognized that absences or unexpected coverage adjustments may require changes in said schedule.

Section 5. Employee(s) may with the approval of the Police Chief or his designee switch with another employee their respective shift working days as long as the switch is completed within the working pay period, and neither employee uses this benefit to earn overtime. Employee(s) will request such change in advance.

Section 6. 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 employees whose work is scheduled over a two (2) week period, overtime shall be paid for all hours worked in excess of eighty (80) hours. 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 in excess of eighty (80) hours. 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 and professional pay paid to each employee.

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

Section 3. Prior to any part-time employee (part-time special officer, and other part-time employee of the Police Department whose primary recognized duty is that of a Patrolman) earning over-time by working in excess of eighty (80) hours in any bi-weekly pay period, full-time employees shall have the option of said available hours of work as follows: The employees of the shift that is off will be contacted first by seniority (This is applicable to a four (4) platoon schedule). Next all employees scheduled off on the day of the fill will be asked by seniority. If no one scheduled off is available or desires the overtime, then the employees of the shift that is working will be asked in order of seniority. If a fill is still needed then the employees of the on-coming shift will be asked by seniority followed by any remaining full-time employee in order of seniority. Only after all employees have declined such opportunity for the available work shall part-time employees of the Employer perform such over-time work.

Section 4. In the event the Employer or its designee determines the need to utilize a full-time employee for an overtime opportunity involving shift vacancies or fills, or other work assignments required by the Employer, it shall offer the overtime opportunity to the full-time employees scheduled off on the day of the overtime opportunity by seniority. If no full-time employee scheduled off on the



day of the overtime opportunity is available or desires to work the overtime opportunity, then all other full-time employees will be offered the overtime opportunity on the basis of departmental seniority. An employee may waive, in writing, his right to be called under certain circumstances, such as during his days off, certain shifts, etc. This waiver shall remain in effect until revoked or modified by the employee in writing. In the event twelve (12) hour shifts are instituted and a full-time employee is needed for an overtime opportunity involving shift vacancies or fills, the overtime opportunity shall be offered by seniority to the full-time employees working the same shift that are scheduled off. If no one is available or declines the overtime opportunity, the Employer shall staff the overtime opportunity at its discretion. If a shift fill or vacancy requiring overtime to be filled by a full time employee occurs on a Saturday or Sunday, any employee permanently scheduled off on these days shall be included on the seniority list for both shifts. Day shift is defined as 6:00 a.m. to 6:00 p.m. and night shift is defined as 6:00 p.m. to 6:00 a.m.

Section 5. 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 eighty (80) hours at any time. 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 6. Compensatory time off will be with approval of the Chief in increments of not less than one (1) hour subject to Section 7.

Section 7. 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 three (3), (including in such count, Captains, Lieutenants, Sergeants and Patrolmen).

Section 8. 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 three (3) hours or the hours actually worked if greater than three (3) 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 rank of Sergeant with the Brecksville Police Department and such seniority shall begin with the date of appointment as a Sergeant. 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.



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.

Section 4. An employee reduced or demoted to the patrol division for any reason shall receive credit toward seniority for length of service within the rank of Sergeant in addition to the employee's previous length of service in the patrol division.

### HOLIDAYS

#### ARTICLE 19

Section 1. All full-time employees shall annually receive eighty (80) hours of holiday pay comprised 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
Two Floating Holidays (Not counted in Holiday Leave- may be eight (8) or twelve (12) hours)	

Section 2. Any employee who is required to work on any holiday shall be entitled to overtime compensation for hours worked on said holiday and one (1) additional eight (8) or twelve (12) hour 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. When the employer fills or increases the scheduled work force on a holiday, employees not scheduled, by order of seniority shall have preference to fill prior to part-time fills.

Section 4. The floating holiday and the holiday leave as provided in Section 2 hereof shall be taken at the convenience of the employee and subject to the approval of the employee's supervisor.

Section 5. All unused holiday leave that is required to be taken by December 31st of each year shall be scheduled no later than November 30th of that year. All such leave must be taken prior to the end of the calendar year, and such leave shall not be cumulative 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>Hours</u>
After one (1) year	Eighty (80)
After five (5) years	One hundred twenty (120)
After ten (10) years	One hundred sixty (160)
After fifteen (15) years	Two hundred (200)
After twenty (20) years	Two hundred forty (240)

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. Each employee will have three (3) priority choices of the use of vacation hours provided they are requested on the departmental vacation bid sheet prior to January 31st of each year. Thereafter the remaining vacation time, if any, will be granted on a "first come, first served" basis.

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. In the event that platoon size is increased to more than six (6), two (2) individuals shall be permitted to be on vacation at the same time in accordance with the provisions contained in this Article, provided that the shift affected by this provision is staffed by at least two (2) full time officers. Otherwise, requests for two (2) individuals to be off at the same time shall be submitted to the Chief of Police. The Chief of Police, in his sole discretion, may allow two (2) individuals to be off on vacation at the same time based on the operational needs of the Police Department.

Section 7. 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 equal to one hundred twenty (120) hours per year and such time shall be accrued during the year in an amount to be determined by dividing the one hundred twenty (120) hours by the number of bi-weekly pay periods in the calendar year. Not more than one-fifth (1/5) of the sick leave accrued but unused during the current year may be used for personal leave with the approval of the Chief.

Section 3. Each employee who has accumulated sick leave to the maximum of nine hundred sixty (960) hours as provided therein, said employee shall continue to earn sick leave at the rate provided by Section 2 in excess of nine hundred sixty (960) hours 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, or death while in active service with the City of Brecksville, at the employee's 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 960 hours up to 120 hour. 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 three (3) consecutive scheduled work days 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 twenty-four (24) 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 Finance 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 reasonable rates prevailing, 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. In the event



twelve (12) hour shifts are instituted, an employee may have three (3) calendar days off, however 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-first (41<sup>st</sup>) 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 hours of absence due to injury as described herein. Police 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. 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 Police Department shall be paid for all hours worked, with a minimum of three (3) hours pay or four (4) hours pay when the employee works the third shift (currently 10:00 p.m. to 6:00 a.m.) and the employee's court duty occurs within eight (8) hours of the end of the third shift or when the employee works a scheduled afternoon twelve (12) hour shift (currently 6:00 p.m. to 6:00 a.m.) and the employee's court duty occurs within eight (8) hours of the end of the afternoon twelve (12) hour shift; subject to time and one-half compensation if qualifying as overtime as defined in Article 18 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 18 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, for periods of up to one (1) month (one hundred seventy-six (176) hours or each federal fiscal year in which they are performing duty in the uniformed services. "Federal fiscal year" means the year beginning on the first day of October and ending on the thirtieth (30th) day of September. 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 ( one hundred seventy-six (176) hours for each federal fiscal year in which they are performing duty in the uniformed services because of an executive order issued by the President of the United States, because of an Act of Congress, or because of an order to perform duty issued by the Governor pursuant to R.C. § 5919.29, during the period designated in the order or act, to a leave of absence and to be paid 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 December 17, 2023, the annual salary paid for full-time sergeants shall be the greater of \$102,673.00/year or thirteen percent (13%) greater than the base pay of Patrolman Grade 1.

Section 2. Effective December 15, 2024, the annual salary paid for full-time sergeants shall be the greater of \$106,267.00/year or thirteen percent (13%) greater than the base pay of Patrolman Grade 1.

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 2,080 hours, 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. Professional Pay. In addition to the base rate of pay, employees who are LEADS certified and hold an OPOTA certification shall receive annual compensation in the amount of one thousand six hundred dollars (\$1,600.00).

## 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 1<sup>st</sup> 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. Upon retirement an employee shall receive exclusive title to his badge issued to such employee prior to retirement. Upon retirement, an employee will be permitted to purchase the employee's duty weapon for \$1.00 with a signed waiver of indemnification.

Section 2. The Employer will make available to employees who may wish any vaccination for disease or infection that is offered to members of the Employer's Fire Department. The Employer will assume full cost of said vaccinations.

Section 3. The Union will be allowed one securable bulletin board for posting of union business. Said bulletin board to be located in the Police Department.

Section 4. 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.

Section 5. 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 6. In the event a promotional examination is being conducted by the Civil Service Commission for any position in the Police Department higher than the rank of Sergeant, no Sergeant 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 Sergeant prior to the date the test is to be given.

Section 7. The Employer agrees that the Policy and Procedure Manual and the Rules and Regulations Manual shall be reduced to writing and provided 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 8. An employee who has been assigned a Police Department canine shall receive one (1) hour of overtime pay for each of his regular days off for the care and maintenance of such canine notwithstanding the requirements contained in Article 18, Section 1 of this Agreement.

Section 9. 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 10. 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 January 1, 2024, 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 31<sup>st</sup> of each year.

### 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 OPBA as soon as known. The parties will then meet to bargain the plan design, benefits or coverage changes.

### **DEADLY FORCE**

#### **ARTICLE 35**

Section 1. Whenever an employee participates in administering Deadly Force, as defined by O.R.C. 2901.01 the following provisions shall apply:

- A. The employee shall receive fifty-six (56) paid working hours off. An extension of paid time shall be granted by the Safety Director if he deems necessary.
- B. The employee shall continue to receive all benefits from the City.
- C. The time off granted to the employee shall not be deducted from any benefit of this Agreement.

### **RETENTION OF BENEFITS**

#### **ARTICLE 36**

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 37**

Section 1. Employees shall be on probation for a period of twelve (12) months following their date of promotion. Their appointment shall not be considered final until they have successfully completed their probationary period. They may be demoted at any time with or without cause to the position of Civil Service patrolman 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 demotion action to any Civil Service Commission.

### **SAVINGS CLAUSE**

#### **ARTICLE 38**

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 39**

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 40**

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) times 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 41

Section 1. In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired or promoted, first 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 five (5) years.

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

Section 4. Before any full-time employees may be laid off, all part-time police patrolman, and part-time clerks will be laid off first.

## HEALTH AND SAFETY COMMITTEE

## ARTICLE 42

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 Chief of Police or his designated representative.

Section 2. The Union shall designate a safety committee, consisting of up to three (3) members of the bargaining unit, to discuss matters of safety, health and sanitation. Should a situation arise that requires corrective action, the committee's findings, along with a recommendation shall be forwarded to the Police Chief. The Police 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.

Section 3. Should a dispute exist as to the Police Chief's corrective action or response, the committee may submit their recommendation to the Safety Director for his review. The 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 43

Section 1. An employee authorized by the Police Chief to attend any school, lecture, seminar, or specialized training shall be paid for all hours engaged in such training, with a minimum of eight (8) hours paid should such training be shown to include morning and afternoon sessions. In the event the employee was scheduled to work a twelve (12) hour shift during the employee's attendance at any school, lecture, seminar, or specialized training, the employee shall only be paid for the hours engaged

in such schooling or training. No travel time shall be paid if the school, lecture, seminar or specialized training is held within Cuyahoga County. If the school, lecture, seminar or specialized training is held outside of Cuyahoga County, travel time shall be paid only where the aggregate training and travel time exceeds eight (8) hours in any one day.

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 23 Expense Allowance.

Section 4. Employees attending training at the Ohio Patrol Academy or the Ohio Peace Officers Training Academy may elect off-campus lodging with the cost to be born by said employee.

### **FIELD TRAINING OFFICER PREMIUM**

#### ARTICLE 44

Section 1. Any employee who is performing the duties and assuming the responsibilities of Field Training Officer for at least 8 hours of a regular shift shall be compensated at flat rate of \$25.00 and in the event of a 12 hour shift, \$35.00 for each shift worked. The Field Training Officer shall be designated by the Police Chief at his discretion and in advance.

### **TOTAL AGREEMENT**

#### ARTICLE 45

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 46

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein and shall become effective January 1, 2023 and shall remain in full force and effective through December 31, 2023. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2023, notice of such a desire shall be given prior to October 1, 2023.

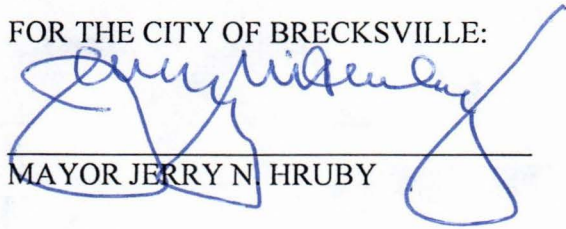


**EXECUTION**

ARTICLE 47

Section 1. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed this 5 day of December, 2023

FOR THE CITY OF BRECKSVILLE:

  
\_\_\_\_\_  
MAYOR JERRY N. HRUBY  
\_\_\_\_\_

FOR THE OPBA:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## EXHIBIT "A"

City of Brecksville  
2024 Renewal Options

Medical Mutual - 2024 Plan Designs						
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	\$3,200/\$6,400 (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)	\$600/\$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)	\$3,200/\$6,400 (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	MMO will reimburse 75% of allowed charges less any coinsurance	Shoebox Rx Program	MMO will reimburse 75% of allowed charges less any coinsurance	Shoebox Rx Program After Deductible is met, then 80% up to Max Out-of-Pocket then 100%	MMO will reimburse 75% of allowed charges less any coinsurance
Retail	80% up to Max Out-of-Pocket then 100%		80% up to Max Out-of-Pocket then 100%			
Mail Order (90-day supply unless otherwise noted)	80% up to Max Out-of-Pocket then 100% Specialty Drugs 30-day supply limit	Not Covered	80% up to Max Out-of-Pocket then 100% Specialty Drugs 30-day supply limit	Not Covered	After Deductible is met, then 80% up to Max Out-of-Pocket then 100% Specialty Drugs 30-day supply limit	Not Covered

2024 Contributions			
Enrollment Tier	Employee Contribution/Month: 10.0%	Employee Contribution/Month: 1.5%	Employee Contribution/Month
Single	\$65.34	\$12.46	\$0.00
Employee + Spouse	\$179.24	\$26.18	\$0.00
Employee + Child(ren)	\$145.10	\$21.19	\$0.00
Family	\$251.79	\$36.77	\$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



# EXHIBIT "B"

## Delta Dental of Ohio Dental Benefit Highlights for City of Brecksville



Delta Dental PPO™ (Point-of-Service) Coverage effective January 1, 2024	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Non- participating Dentist
	Plan Pays	Plan Pays	Plan Pays*

<b>Diagnostic &amp; Preventive</b>			
<b>Diagnostic and Preventive Services</b> - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
<b>Emergency Palliative Treatment</b> - to temporarily relieve pain	100%	100%	100%
<b>Sealants</b> - to prevent decay of permanent teeth	100%	100%	100%
<b>Brush Biopsy</b> - to detect oral cancer	100%	100%	100%
<b>Radiographs</b> - X-rays	100%	100%	100%
<b>Periodontal Maintenance</b> - cleanings following periodontal therapy	100%	100%	100%
<b>Basic Services</b>			
<b>Minor Restorative Services</b> - fillings and crown repair	85%	85%	85%
<b>Endodontic Services</b> - root canals	85%	85%	85%
<b>Periodontic Services</b> - to treat gum disease	85%	85%	85%
<b>Oral Surgery Services</b> - extractions and dental surgery	85%	85%	85%
<b>Other Basic Services</b> - misc. services	85%	85%	85%
<b>Relines and Repairs</b> - to prosthetic appliances	85%	85%	85%
<b>Major Services</b>			
<b>Major Restorative Services</b> - crowns	50%	50%	50%
<b>Prosthodontic Services</b> - bridges, implants, dentures, and crowns over implants	50%	50%	50%
<b>Orthodontic Services</b>			
<b>Orthodontic Services</b> - braces	50%	50%	50%
<b>Orthodontic Age Limit</b> -	through age 18 and under		

\* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

**Maximum Payment** - \$1,500 per person total per calendar year on diagnostic & preventive, basic services, and major services. \$1,000 per person total per lifetime on orthodontics.

**Deductible** - \$50 deductible per person total per calendar year limited to a maximum deductible of \$150 per family per calendar year on all services except diagnostic and preventive services, emergency palliative treatment, sealants, brush biopsy, X-rays, periodontal maintenance, and orthodontic services.

**Note** - This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.

### Welcome to Ohio's largest dental benefits family!

As a member of Delta Dental of Ohio, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists - there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

### Quality Dental Program

With our quick and accurate claims processing, we pay more than 90% of claims in 10 days or less. Delta Dental also offers world-class customer service from our Benchmark Portal Certified Center of Excellence call center.

### Online Access

Our online Member Portal lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more - all at your own convenience.

### A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

### Questions?

If you have questions, please call our Customer Service team at 800-524-0149 or look online at [www.DeltaDentalOH.com](http://www.DeltaDentalOH.com).



# RESOLUTION RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5476

### A RESOLUTION COMMENDING CLIFFETTE THACKER FOR HER DEDICATION AND SERVICE TO THE CITY OF BRECKSVILLE

**WHEREAS,** Mayor Jerry N. Hruby and the Members of Council wish to sincerely commend the dedication and service Cliffette Thacker has provided to the City of Brecksville and the residents; and

**WHEREAS,** Cliffette Thacker graduated from Shaw High School where she was on the girls synchronized swim group, then went on to graduate from Ohio University; and

**WHEREAS,** after graduation Cliffette taught Physical Education for one year at Shaker Heights High School then 12 years at Fairview Park High School where she started the girls' volleyball team. Cliffette and a co-worker also started the girls' basketball team; and

**WHEREAS,** Cliffette married her high school sweetheart, Geoff, in 1974 and had two sons, Justin and Josh. Justin and his wife Stacey blessed Cliffette with two grandsons, Emerson and Elliott, a grand dog, Echo, and grand cat, Muffin. Josh and his wife Corinne blessed the family with a grand dog, Denver, and we cannot forget to mention the exuberant Kick!; and

**WHEREAS,** Cliffette started her service to the City of Brecksville as a Swimming Instructor on January 12, 1993 then attended NACA (National Animal Care & Control) training in Missouri, becoming the city's Animal Warden on November 3, 1993; and

**WHEREAS,** throughout her 31 years of service Cliffette has had dealings with many unusual circumstances, such as the 24 pound boa constrictor found off Chapel Hill in 2019 and the infamous 400 pound black bear that caused a stir in 2018 and had his own FaceBook page; and

**WHEREAS,** many friends and residents have added to their families through the years because of the love and compassion Cliffette has for her job and for helping to rehome lost pets. May she never forget her Christmas miracle in finding Lady, a 16 year old pup, a home for the holidays.

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

**SECTION 1.** The Mayor and Council extend their most sincere heartfelt best wishes to Cliffette Thacker upon the momentous occasion of recognizing her service to the City of Brecksville.

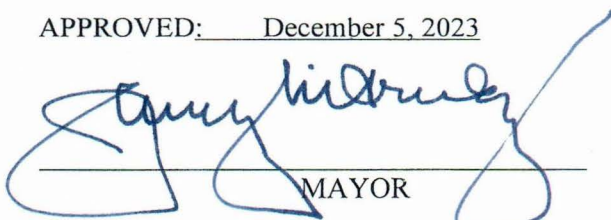
**SECTION 2.** The Mayor and City Council wish to publicly commend and express their unending appreciation to Cliffette Thacker for her years of dedicated, loyal, and compassionate service to the City of Brecksville and urge all residents to reflect upon and acknowledge Cliffette's contributions to the betterment and safety of this fine Brecksville community.

**SECTION 3.** The Clerk of Council be and she is hereby authorized and directed to certify a copy of this Resolution and cause the delivery of same to Cliffette Thacker.

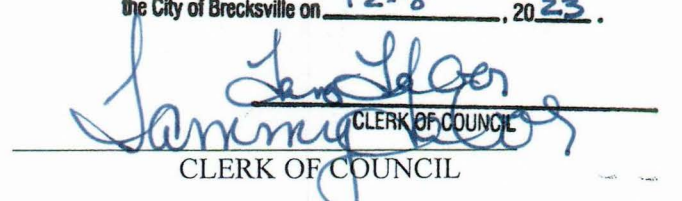
**SECTION 4.** This Resolution shall be in full force and effect from and after the earliest period allowed by law.

PASSED: December 5, 2023

APPROVED: December 5, 2023

  
MAYOR

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5476 duly passed by the Council of the City of Brecksville, Ohio, on 12-5, 2023 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-8, 2023.

  
CLERK OF COUNCIL



# RESOLUTION RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5477

### A RESOLUTION AUTHORIZING THE MAYOR TO COMPLETE THE APPLICATION PROCESS FOR FUNDING THROUGH THE CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS 2024 COUNTY ROAD PREVENTATIVE MAINTENANCE REIMBURSEMENT PROGRAM; AND DECLARING AN EMERGENCY

**WHEREAS**, the Department of Public Works is soliciting for projects to be considered as part of the 2024 County Road Preventative Maintenance Program for funding; and

**WHEREAS**, the funding program will reimburse the material costs used for routine maintenance performed on county roads during the 2024 calendar year.

**NOW, THEREFORE, 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 hereby is authorized to complete the application process for funding through the Cuyahoga County Department of Public Works 2024 County Road Preventative Maintenance Program. The Mayor is further authorized to execute whatever documents are necessary to complete the application process. If successful in obtaining funding, the Mayor is authorized to execute whatever documents are necessary to effectuate the receipt of funds.

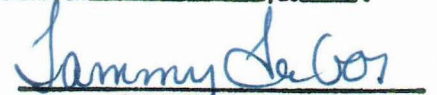
**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and 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 as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

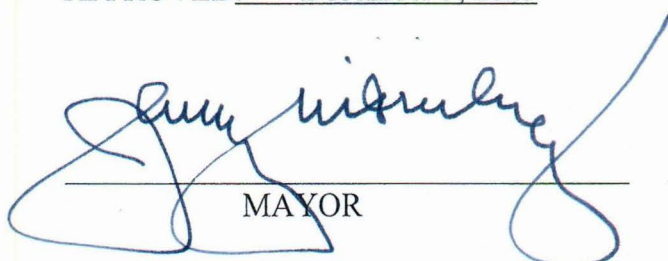
**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to meet the application deadline of Wednesday, December 13, 2023, therefore, said Resolution 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.

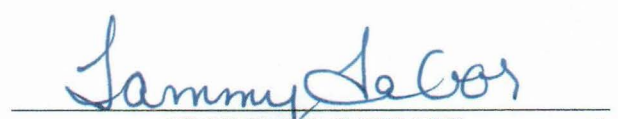
PASSED: December 5, 2023

APPROVED: December 5, 2023

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5477 duly passed by the Council of the City of Brecksville, Ohio, on 12-5, 2023 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-7, 2023.

  
CLERK OF COUNCIL

  
MAYOR

  
CLERK OF COUNCIL



RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5478

A RESOLUTION MAKING NECESSARY
TRANSFERS BETWEEN CERTAIN FUNDS
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024;
AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Section 5705.14 of the Ohio Revised Code, the Council deems it necessary to make certain transfers between the various Funds of the City for the fiscal year ending December 31, 2024; and

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

SECTION 1. The Director of Finance be authorized to make the following transfers between certain funds of the City:

Table with 3 columns: From, Transfers, To. It lists various fund transfers including General Fund to Community Center Recreation Fund, General Fund to Compensated Absences Fund, General Fund to Fire Department Fund, General Fund to Recreation Expansion Fund, General Municipal Improvement Fund to General Bond Retirement Fund, General Municipal Improvement Fund to Ohio Public Works Commission Fund, and Building & Improvements Fund to General Bond Retirement Fund. A total of \$1,658,124.00 is shown at the bottom.

SECTION 3. The Director of Finance be, and is hereby authorized to make payments from any of the foregoing transferred funds upon receiving prior invoices and vouchers therefor, approved by the persons authorized by law to approve the same.

SECTION 4. 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 that the same is related to the daily operation of a municipal department, 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 5, 2023

APPROVED: December 5, 2023

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5478 duly passed by the Council of the City of Brecksville, Ohio, on 12-5, 2023, and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-8, 2023.

Handwritten signature of the Mayor, with the word MAYOR printed below.

Handwritten signature of the Clerk of Council, with the words CLERK OF COUNCIL printed below.



**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**  
5479

Resolution No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE ALLOCATION OF INCOME TAX  
REVENUES TO CERTAIN NAMED FUNDS WITH THE BALANCE OF SAID  
REVENUES TO REMAIN IN THE CITY'S GENERAL FUND; AND DECLARING  
AN EMERGENCY**

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

**SECTION 1.** Effective January 1, 2024, the Director of Finance be and she hereby is authorized to allocate income tax revenues to the following funds, with the balance of said revenues to remain in the city's General Fund:

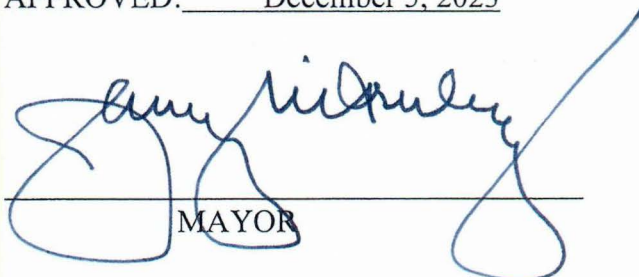
<u>Fund No.</u>	<u>Fund Name</u>	<u>Allocation Amount</u>
2040	Road Repaving	\$ 360,000.00
4800	General Muni Improvement	\$ 960,000.00
4900	Buildings & Improvements	\$ 1,700,004.00

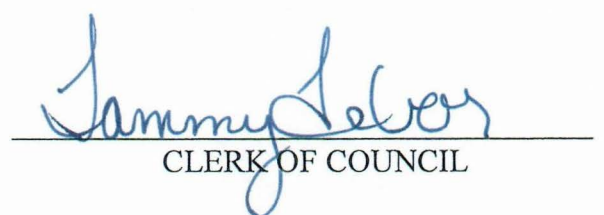
**SECTION 2.** Any income tax allocations authorized prior to the effective date of this ordinance are hereby repealed.

**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 allocate income tax revenues, 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 5, 2023

APPROVED: \_\_\_\_\_ December 5, 2023

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5479 duly passed by the Council of the City of Brecksville, Ohio, on 12-5, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-8, 20 23.

  
\_\_\_\_\_  
CLERK OF COUNCIL



# RESOLUTION RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5480

### A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE CHIPPEWA ROAD IMPROVEMENT PROJECT; AND DECLARING AN EMERGENCY

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

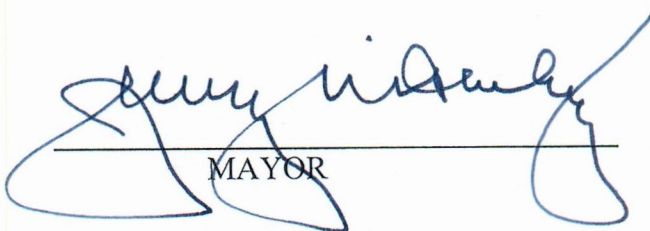
**SECTION 1.** The Mayor be, and he hereby is, authorized to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District for the Chippewa Road Improvement Project in an amount not to exceed three hundred thousand dollars (\$300,000.00), with the Northeast Ohio Sewer District allocating such amount from the City's Community Cost-Share account upon submittal by the City of a Request for Payment, a copy of which Agreement is attached hereto as Exhibit "A."

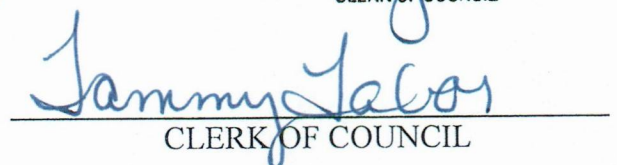
**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and 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 install sanitary and storm sewers 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 5, 2023

APPROVED: December 5, 2023

  
MAYOR

  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5480 duly passed by the Council of the City of Brecksville, Ohio, on 12-5, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-8, 20 23.

  
CLERK OF COUNCIL



- 1.1.3 Notify the City's Watershed Team Leader at least 7 business days prior to the start of the Project.
  - 1.1.4 Meet with District staff when requested to review the Project status.
  - 1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and City for the Project.
  - 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
  - 1.1.7 If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City Community Cost-Share Account.
  - 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
  - 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

*This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORSRD) Community Cost-Share Program in coordination with City, under the provisions of the NEORSRD Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORSRD review and may not necessarily reflect the views of NEORSRD, and no official endorsement should be inferred.*
  - 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
  - 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

**Article 2.0**    **District's Obligations**

- 2.1    The District agrees to perform as follows:
- 2.1.1    Allocate \$300,000.00 to the City for the Project from the City's Community Cost-Share Account.
  - 2.1.2    Provide reimbursement of funds up to \$300,000.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
  - 2.1.3    Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
  - 2.1.4    Acknowledge the City in presentations or publications related to the Project.

**Article 3.0**    **Dispute Resolution**

- 3.1    The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.2    The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

<b>District Representative</b>	<b>City Representative</b>
Watershed Team Leader	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

<b>District Representative</b>	<b>City Representative</b>
Director of Watershed Programs	Mayor

- 3.3    If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act,



Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

- 3.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

#### **Article 4**      **Remedies**

- 4.1 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

#### **Article 5**      **Counterpart Signatures**

- 5.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

#### **Article 6**      **Governing Law**

- 6.1 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

#### **Article 7**      **Disclaimer of Joint Venture**

- 7.1 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

#### **Article 8**      **Authority to Execute**

- 8.1 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

#### **Article 9**      **Exhibits**

The following exhibits are attached hereto and incorporated herein:

- Exhibit "A" – District Resolution
- Exhibit "B" – City Ordinance/Resolution
- Exhibit "C" – District-Approved Community Cost Share Application

The parties have executed this Agreement on the day and year first above written.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

BY: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

AND

BY: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**CITY OF BRECKSVILLE**  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
MAYOR  
JERRY N. HRUBY

The Legal Form and Correctness of this  
Instrument is hereby Approved:

**CITY OF BRECKSVILLE**

\_\_\_\_\_  
Assistant/Director of Law

This Instrument Prepared By:

\_\_\_\_\_  
Katarina K. Waag  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.



James M. H. H. H.  
M. H. H. H. H.  
M. H. H. H. H.

***[FOR NEORSD USE]***

**AGREEMENT NO.**

**CERTIFICATION**

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT

WITH

CITY OF BRECKSVILLE

FOR

COMMUNITY COST-SHARE PROJECT:  
CHIPPEWA ROAD IMPROVEMENT

---

Total Approximate Cost:           \$300,000.00

---

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

---

KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

The legal form and correctness of the within instrument are hereby approved.

---

ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

---

Date

---

Date

**Budget Center 8100**



# EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT  
RESOLUTION NO. 114-13

-----  
Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.  
-----

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

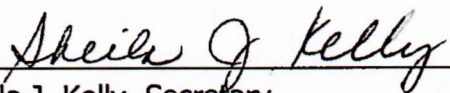
Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.



Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.

  
\_\_\_\_\_  
Sheila J. Kelly, Secretary  
Board of Trustees  
Northeast Ohio Regional Sewer District

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# EXHIBIT B



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(Insert Member Community  
Ordinance/Resolution)

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# EXHIBIT C





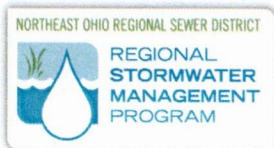
## Community Cost-Share Program APPLICATION

### **Member Community Information**

Community:	City of Brecksville
Primary Project Contact: (Name & Title)	Gerald M. Wise, P.E. City Engineer
Mailing Address:	7979 Hub Parkway Valley View, OH 44125
Phone Number:	(216) 642-1130
Email:	gwise@dbohning.com

### **Project Information**

Project Title:	Chippewa Road Improvement
Address or Location of Project:	Chippewa Rd. (b/w Weise & Riverview) Brecksville, OH 44141
Project Start Date:	5/2/2022
Project End Date:	10/28/2022
Community Cost-Share Fund Request:	300,000
Submission Date:	4/5/2022



## **Project Narrative**

### **1) Project Summary (1,000 word maximum)**

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

The project entails installing approximately 5,500 feet of 8" diameter sanitary sewer as well as 5,800 feet of storm sewer varying diameters, manholes, connections and all other work necessary to install the sewer. The sewer mains will provide or replace house connection for all properties along the corridor of the project, will eliminate 75 septic systems and also eliminate the need for an existing pump station at the end of Calvin Drive.

Currently, there are many failing septic systems along Chippewa Road and Calvin Drive that are the source of illicit discharges into nearby streams that are tributary to the Cuyahoga River. The City decided that installing sanitary sewers and not requiring the home owners to upgrade/replace their septic systems was in the best interest of the home owners, the city, and the environment.

The existing storm sewer on Chippewa Road and Calvin Drive have multiple sections in disrepair and is undersized per current standards, originally installed in the early 1930s. The proposed project will install new storm sewer conduit appropriately sized to convey drainage per current standards, alleviating the risk of flooding.

The Cleveland Metroparks has a future project which will continue the storm conduit at the downstream end of this project and outlet it on park property, creating expanded wetlands. Attached is the most current draft plans for the future project.





*Community Cost-Share Program  
Application*

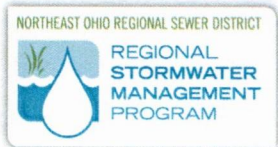
**2) Ability to Provide Long Term Maintenance (500 word maximum)**

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

All existing and proposed improvements are within City of Brecksville right-of-way or easements. All maintenance for the existing and proposed improvements are the responsibility of the City of Brecksville. No maintenance above and beyond other existing sewers is anticipated. On behalf of the City, inspection of the improvements will be provided by the City and follow up inspections will occur throughout the project maintenance bond period. After that point, the City will inspect on an annual basis.

Additionally, the City has a partnership with Cuyahoga County Department of Public Works for sewer maintenance. The County prepares an annual report of their services which is submitted to NEORS on a yearly basis as a requirement of the discharge agreement with the City of Brecksville and NEORS. If additional copies of this report outlining maintenance is required, please let me know and I'll submit the most current copy.



*Community Cost-Share Program  
Application*

**3) Visibility and Public Outreach: (500 word maximum)**

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

The proposed project is an assessment project. Required public meetings have already taken place with residents along the project corridor. The City is required to provide certified notification to all residents who will be receiving a benefit from the proposed sanitary sewer.

In order to perform the proposed work additional easements will need to be obtained from the Glen Valley home owners association (pump station work). Conversation with representatives from the home owners association have already taken place and will continue.

The project has been and will continue to be discussed in Public meetings of the City. The City has prepared articles in the City Bulletin that have and will include details of this project and other project information will be posted on the City web site. All public meetings are covered by Cleveland.com / Plain Dealer, The Sun Courier, Gazette Newspaper will notified.





*Community Cost-Share Program  
Application*

**4) Budget Summary (500 words maximum)**

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

The City would like to request funding to be used toward the installation of storm sewer improvements. The City's preliminary estimate projects the installation of storm sewer and associated improvements (i.e. driveway apron replacement, restoration, etc.) to be \$2,257,825.00. The City request community cost share funding to cover 15% of these cost and/or a maximum of \$300,000.00. Final costing will be based on actual bid cost for various items. For the purpose of the preliminary estimate to establish a cost breakdown, a percentage was assumed.



*Community Cost-Share Program  
Application*

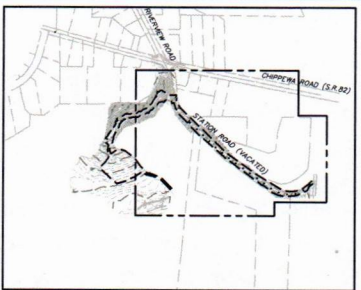
**Vendor Registration**

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing [http://www.neorsd.org/isupplier\\_homepage.php](http://www.neorsd.org/isupplier_homepage.php) and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

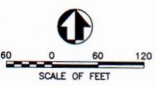
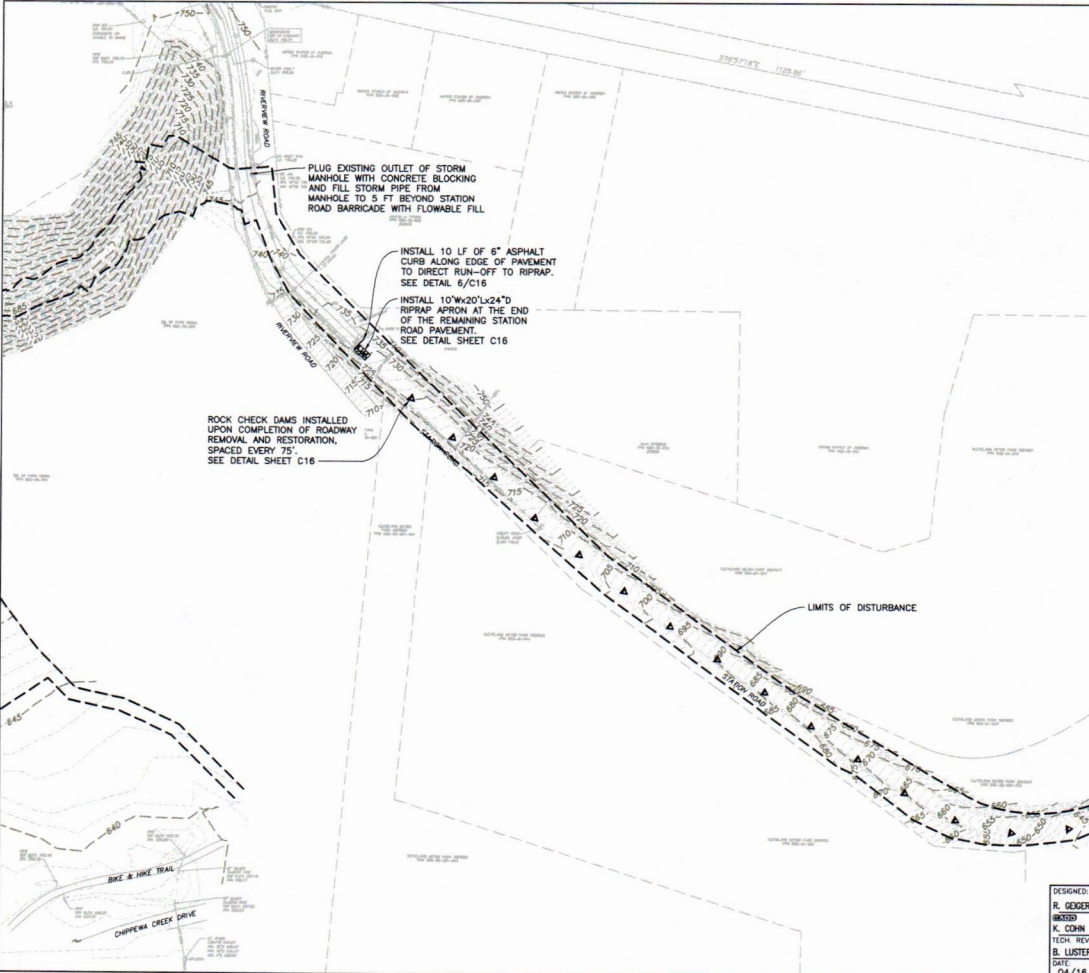
**Project Budget**

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials		
Other		
<b>TOTAL</b>	\$ 300,000	approx 15% of all storm sewer costs





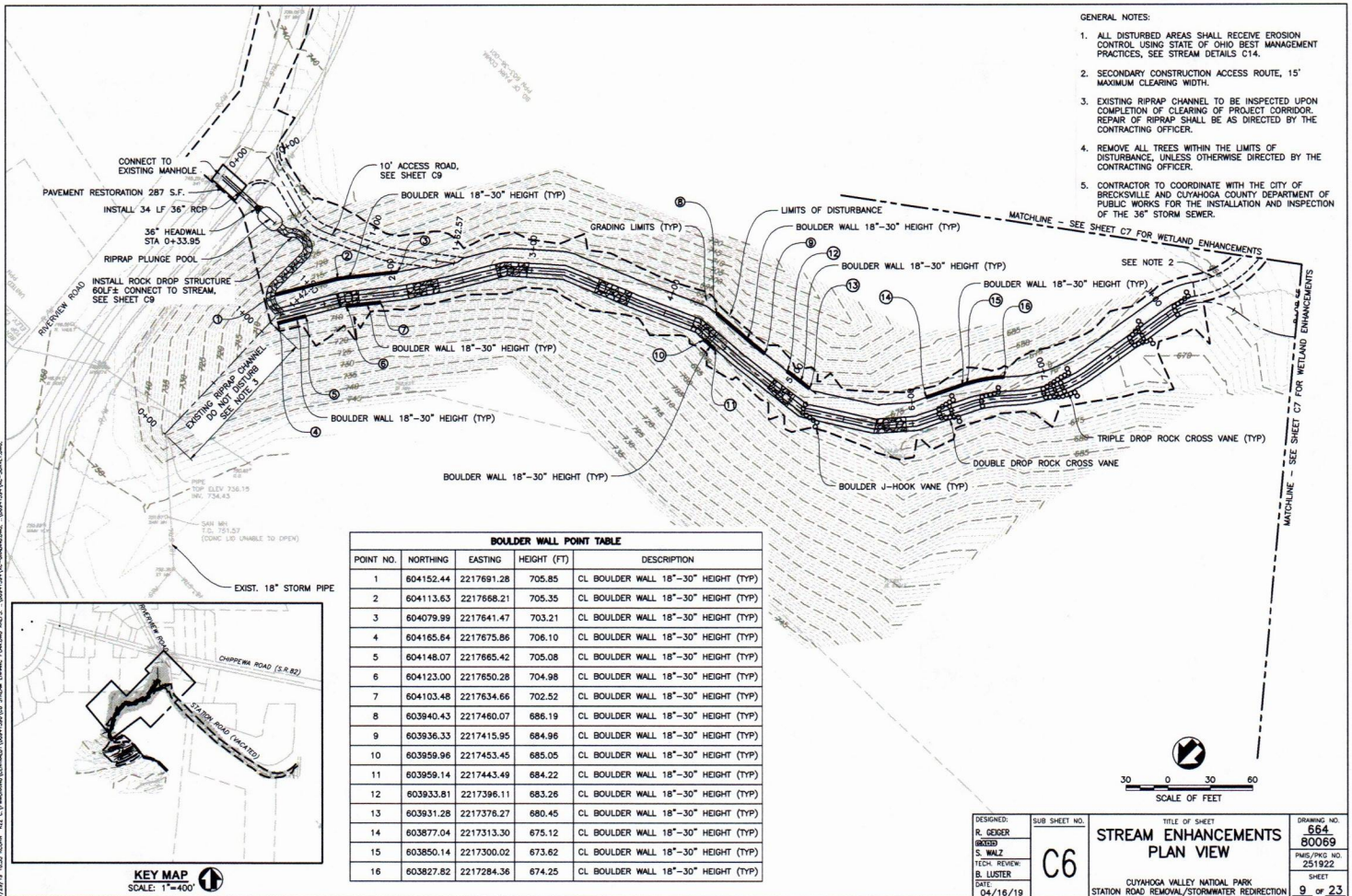
KEY MAP  
SCALE: 1"=400'



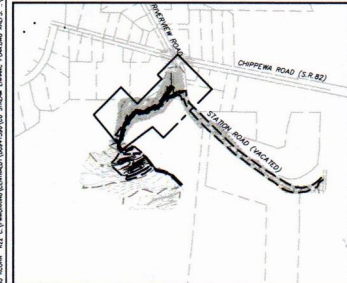
DESIGNED: R. GEDER CHECKED: K. COHN TECH. REVIEW: B. LUSTER DATE: 04/16/18	SUB SHEET NO. <b>C4</b>	TITLE OF SHEET <b>STATION ROAD SITE PLAN</b>	DRAWING NO. <b>884 80069</b> PWS/PRG NO. 251922 SHEET <b>7 of 23</b>
---	----------------------------	---	---

# GENERAL NOTES:

1. ALL DISTURBED AREAS SHALL RECEIVE EROSION CONTROL USING STATE OF OHIO BEST MANAGEMENT PRACTICES, SEE STREAM DETAILS C14.
2. SECONDARY CONSTRUCTION ACCESS ROUTE, 15' MAXIMUM CLEARING WIDTH.
3. EXISTING RIPRAP CHANNEL TO BE INSPECTED UPON COMPLETION OF CLEARING OF PROJECT CORRIDOR. REPAIR OF RIPRAP SHALL BE AS DIRECTED BY THE CONTRACTING OFFICER.
4. REMOVE ALL TREES WITHIN THE LIMITS OF DISTURBANCE, UNLESS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER.
5. CONTRACTOR TO COORDINATE WITH THE CITY OF BRECKSVILLE AND CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS FOR THE INSTALLATION AND INSPECTION OF THE 36" STORM SEWER.



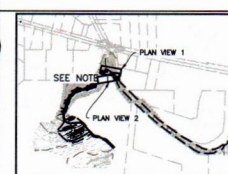
BOULDER WALL POINT TABLE				
POINT NO.	NORTHING	EASTING	HEIGHT (FT)	DESCRIPTION
1	604152.44	2217691.28	705.85	CL BOULDER WALL 18"-30" HEIGHT (TYP)
2	604113.63	2217668.21	705.35	CL BOULDER WALL 18"-30" HEIGHT (TYP)
3	604079.99	2217641.47	703.21	CL BOULDER WALL 18"-30" HEIGHT (TYP)
4	604165.64	2217675.86	706.10	CL BOULDER WALL 18"-30" HEIGHT (TYP)
5	604148.07	2217665.42	705.08	CL BOULDER WALL 18"-30" HEIGHT (TYP)
6	604123.00	2217650.28	704.98	CL BOULDER WALL 18"-30" HEIGHT (TYP)
7	604103.48	2217634.66	702.52	CL BOULDER WALL 18"-30" HEIGHT (TYP)
8	603940.43	2217460.07	686.19	CL BOULDER WALL 18"-30" HEIGHT (TYP)
9	603936.33	2217415.95	684.96	CL BOULDER WALL 18"-30" HEIGHT (TYP)
10	603959.96	2217453.45	685.05	CL BOULDER WALL 18"-30" HEIGHT (TYP)
11	603959.14	2217443.49	684.22	CL BOULDER WALL 18"-30" HEIGHT (TYP)
12	603933.81	2217396.11	683.26	CL BOULDER WALL 18"-30" HEIGHT (TYP)
13	603931.28	2217378.27	680.45	CL BOULDER WALL 18"-30" HEIGHT (TYP)
14	603877.04	2217313.30	675.12	CL BOULDER WALL 18"-30" HEIGHT (TYP)
15	603850.14	2217300.02	673.62	CL BOULDER WALL 18"-30" HEIGHT (TYP)
16	603827.82	2217284.36	674.25	CL BOULDER WALL 18"-30" HEIGHT (TYP)



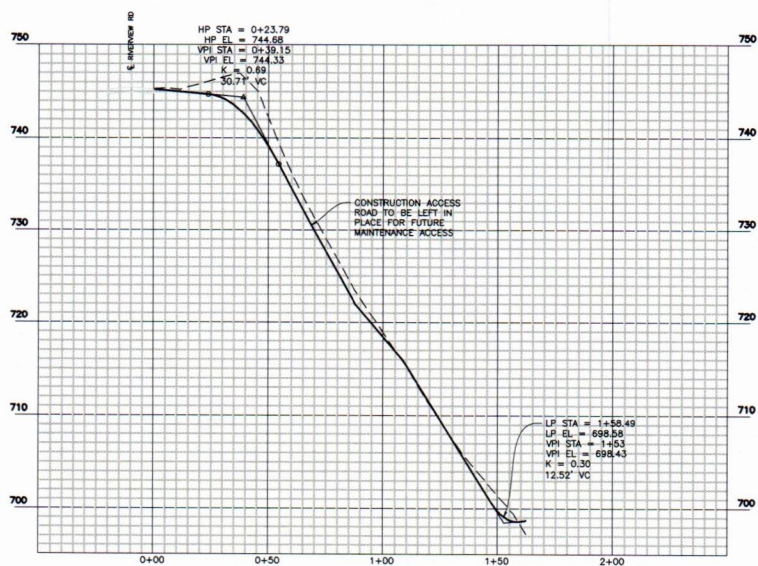
KEY MAP  
SCALE: 1"=400'

DESIGNED: R. GOSLER (60320)	SUB SHEET NO. <b>C6</b>	TITLE OF SHEET <b>STREAM ENHANCEMENTS PLAN VIEW</b>	DRAWING NO. <b>664 80069</b>
CHECK REVIEW: B. LUSTER	DATE: 04/16/19	CUYAHOGA VALLEY NATIONAL PARK STATION ROAD REMOVAL/STORMWATER REDIRECTION	PLANS/PGS. NO. 251922
			SHEET <b>9 of 23</b>





**KEY MAP**  
SCALE: 1"=500'



1 PLUNGE POOL AND ROCK DROP STRUCTURE PLAN AND PROFILE  
CS/C9 SCALE: 1" = 20'

2 ACCESS ROAD PLAN AND PROFILE  
C6/C9 SCALE: 1" = 20'

20 0 20 40  
SCALE OF FEET

GENERAL NOTES:

1. REMOVE 36 LF OF GUARDRAIL. INSTALL 10 LF OF NEW GUARDRAIL ON EACH SIDE OF ACCESS ROAD AS SHOWN.
2. SEE SHEET C16 FOR PAVEMENT REPLACEMENT DETAIL.

DESIGNED: R. GEIGER	SUB SHEET NO.	TITLE OF SHEET	DRAWING NO.
CHECKED: S. WALZ	C9	STREAM ENHANCEMENTS PROFILE VIEW	664
FIELD REVIEW: B. LUSTER			80069
DATE: 04/16/19			PMS/PKG NO. 251922
		CUYAHOGA VALLEY PARK STATION ROAD REMOVAL/STORMWATER REDIRECTION	12 OR 37

# CHIPPEWA ROAD & CALVIN DR. SANITARY SEWER (WIESE RD. TO RIVERVIEW RD.) IMPROVEMENT PLANS

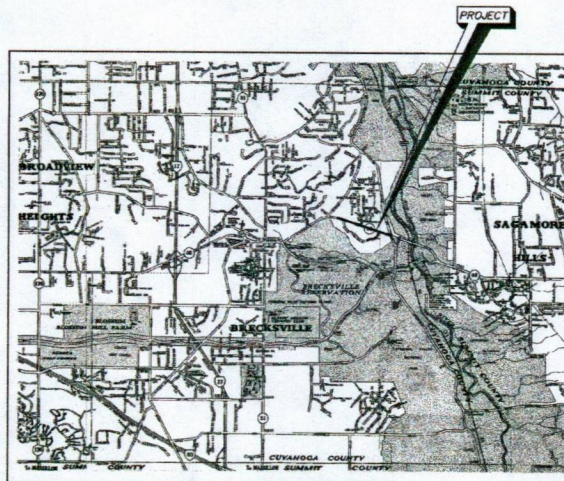
CITY OF BRECKSVILLE  
CUYAHOGA COUNTY ~ STATE OF OHIO

## BASIS OF SURVEY

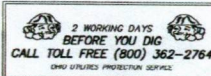
BEARINGS AND ELEVATIONS ARE REFERENCED TO GPS OBSERVATIONS  
MADE WITH THE OHIO DEPARTMENT OF TRANSPORTATION REAL TIME  
NETWORK SYSTEM TO THE OHIO STATE PLANE COORDINATE SYSTEM,  
NORTH ZONE, NAD 83 (2011) HORIZONTAL DATUM, NAD 88 VERTICAL  
DATUM, IN JANUARY, 2019 AND ARE USED TO INDICATE ANGLES ONLY.

## CONVENTIONAL SIGNS:

ITEM	EXISTING	PROPOSED	RECONSTD
RIGHT OF WAY			
CEMENTLINE			
PROPERTY LINE			
EASEMENT LINE			
TEMP. EASEMENT LINE			
GRD. MAIN			
GAS CONNECTION			
WATER MAIN			
WATER & VALVE			
WATER MAIN VALVE			
SANITARY SINK			
SANITARY CONNECTION			
STORM SINK			
STORM CONNECTION			
UNDERPASS. REL. INJECT			
UNDERPASS. REL. CABLE			
UNDERPASS. TV CABLE			
POLE			
CONCRETE			
UTILITY POLE			
JOINT POLE			
MONUMENT ASSEMBLY			
MANHOLE			
RAIL			
ROAD POST			
TREE BRUSH			
WELDRING TO BE			
REMOVED			
WELL			
SEPTIC TANK			
SMALL			
SPOT ELEVATION			
CONTOUR ELEVATION			



LOCATION MAP



## INDEX OF SHEETS

- 1 TITLE SHEET
- 2-14 PLAN & PROFILES
- 15-16 GENERAL NOTES & DETAILS
- 17 MAINTENANCE OF TRAFFIC PLAN
- 18-20 DETAILS

GERALD M. WISE, P.E.  
CITY OF BRECKSVILLE ENGINEER

3/30/22  
DATE

OHIO ENVIRONMENTAL PROTECTION AGENCY (O.E.P.A.)

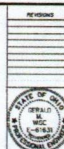
PTI (PERMIT TO INSTALL) SANITARY SEWER DATE:

NPDES PERMIT

NOI SUBMISSION DATE: 12/01/2021

APPROVAL DATE: 12/07/2021

PERMIT NO.: JGC12676-AG



CHARGE  
BY: [Signature]  
DATE: [Date]  
PHONE: (616) 226-2221

TITLE SHEET  
CHIPPEWA RD. & CALVIN DR. SANITARY  
SEWER (WIESE RD. TO RIVERVIEW RD.)  
CITY OF BRECKSVILLE  
CUYAHOGA COUNTY, OHIO

DONALD G. BONNE & ASSOCIATES, INC.  
ONE EMBURY & BUCKINGHAM  
COLUMBUS, OHIO 43260-1133  
PHONE: (614) 441-1133 FAX: (614) 441-1133  
WWW.DGBONNE.COM



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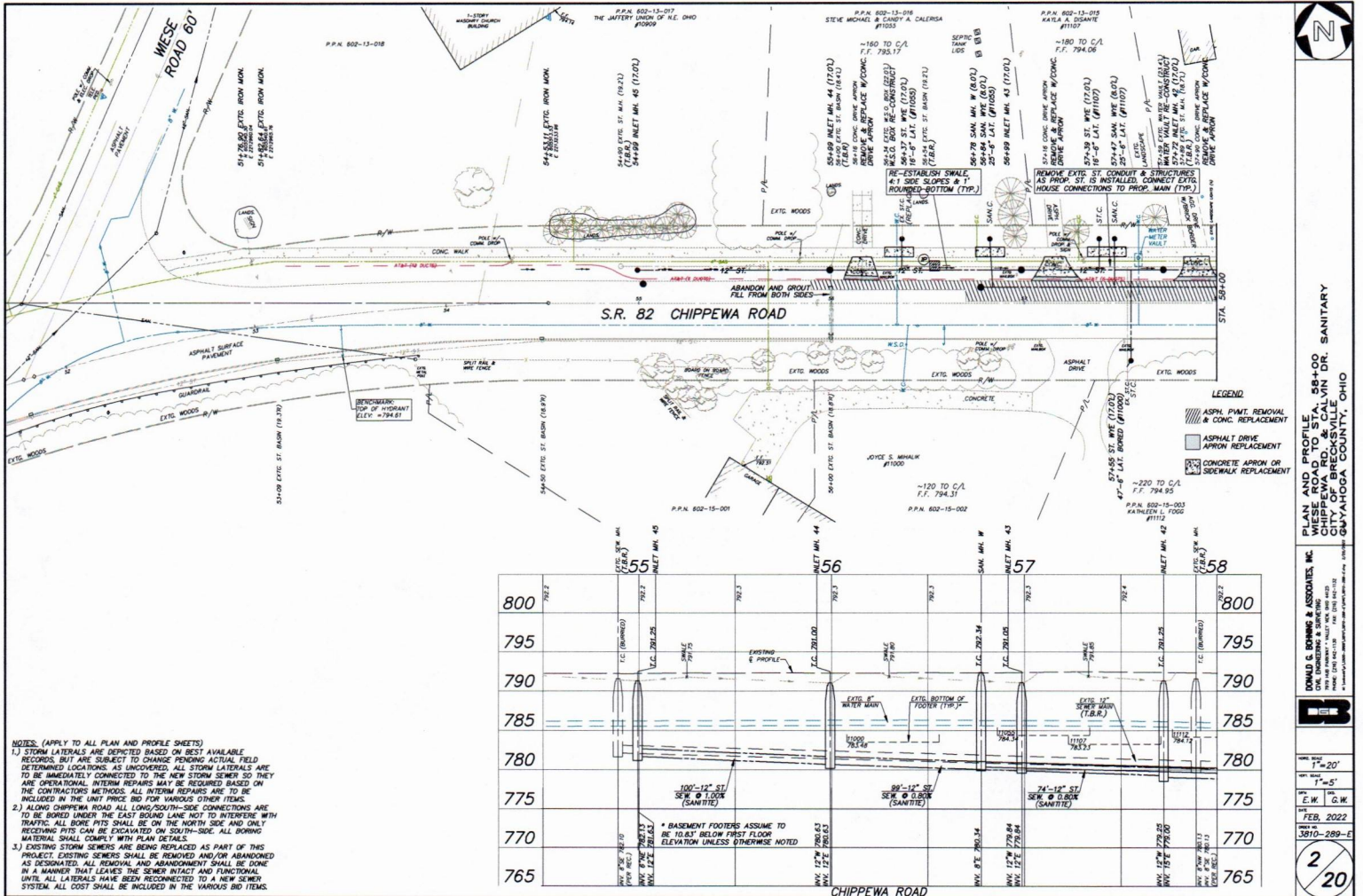
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DATE

DATE

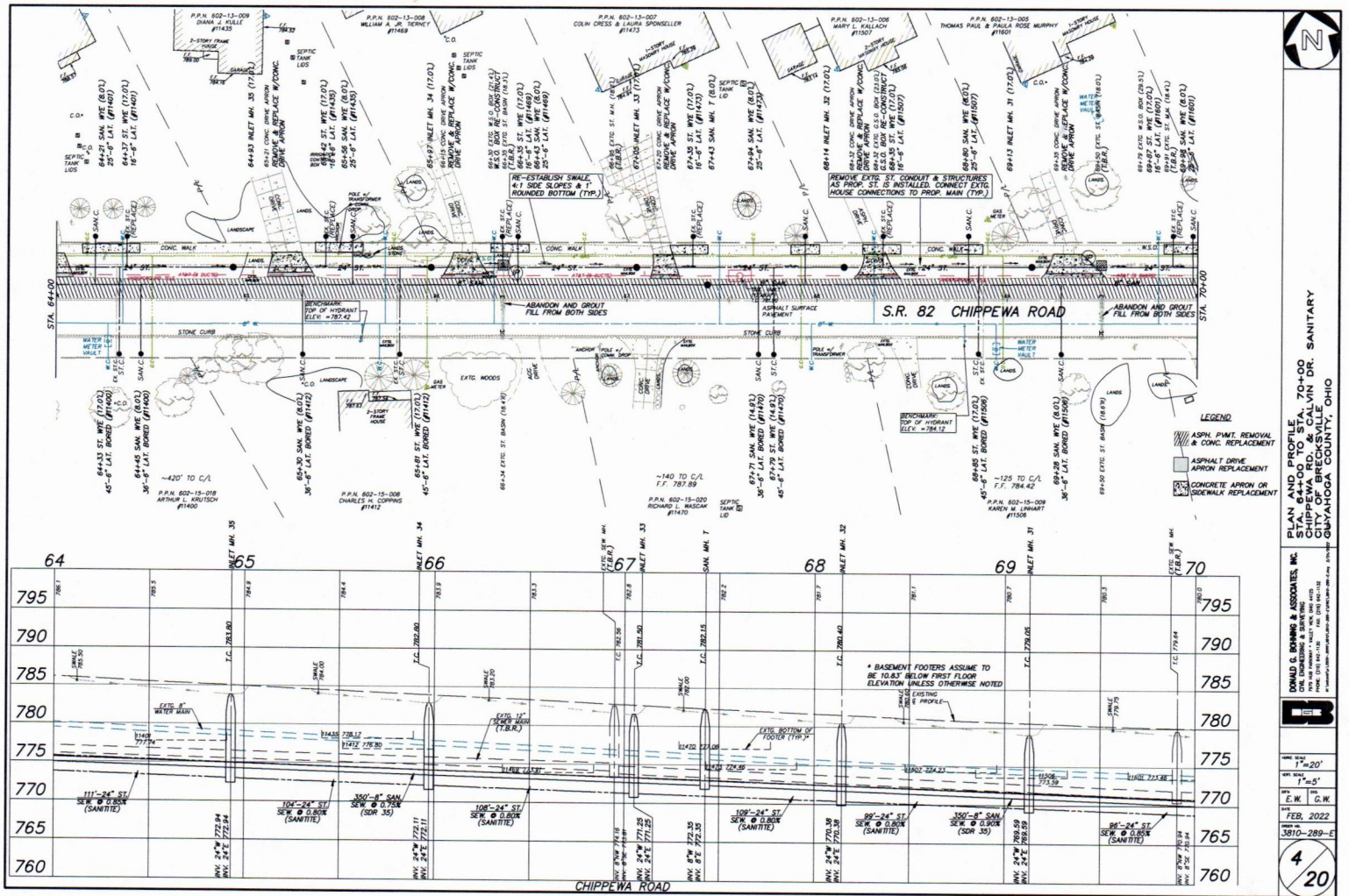
DATE









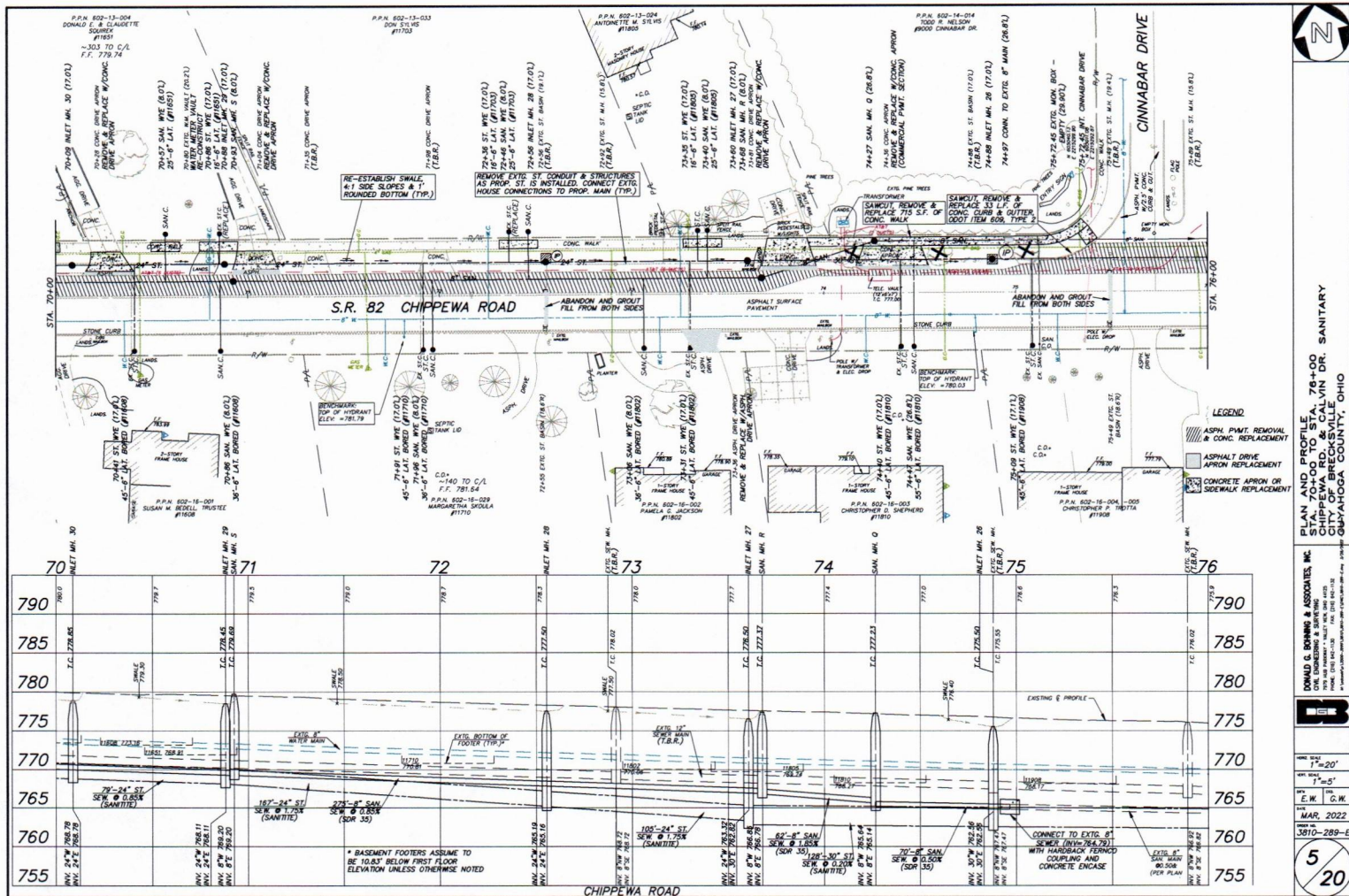


PLAN AND PROFILE  
STATIONING: 64+00 TO 70+00  
ROAD: S.R. 82 CHIPPEWA ROAD  
CITY OF BRECKSVILLE  
OHIO

**DAVID B. BOWEN & ASSOCIATES, INC.**  
CIVIL ENGINEERING & SURVEYING  
10000 W. 12TH AVE., SUITE 100  
BRECKSVILLE, OHIO 44131  
PHONE: (216) 844-1400  
FAX: (216) 844-1410  
WWW.DBBOWEN.COM

DATE: FEB. 2022  
PROJECT: 3810-289-E

**4/20**

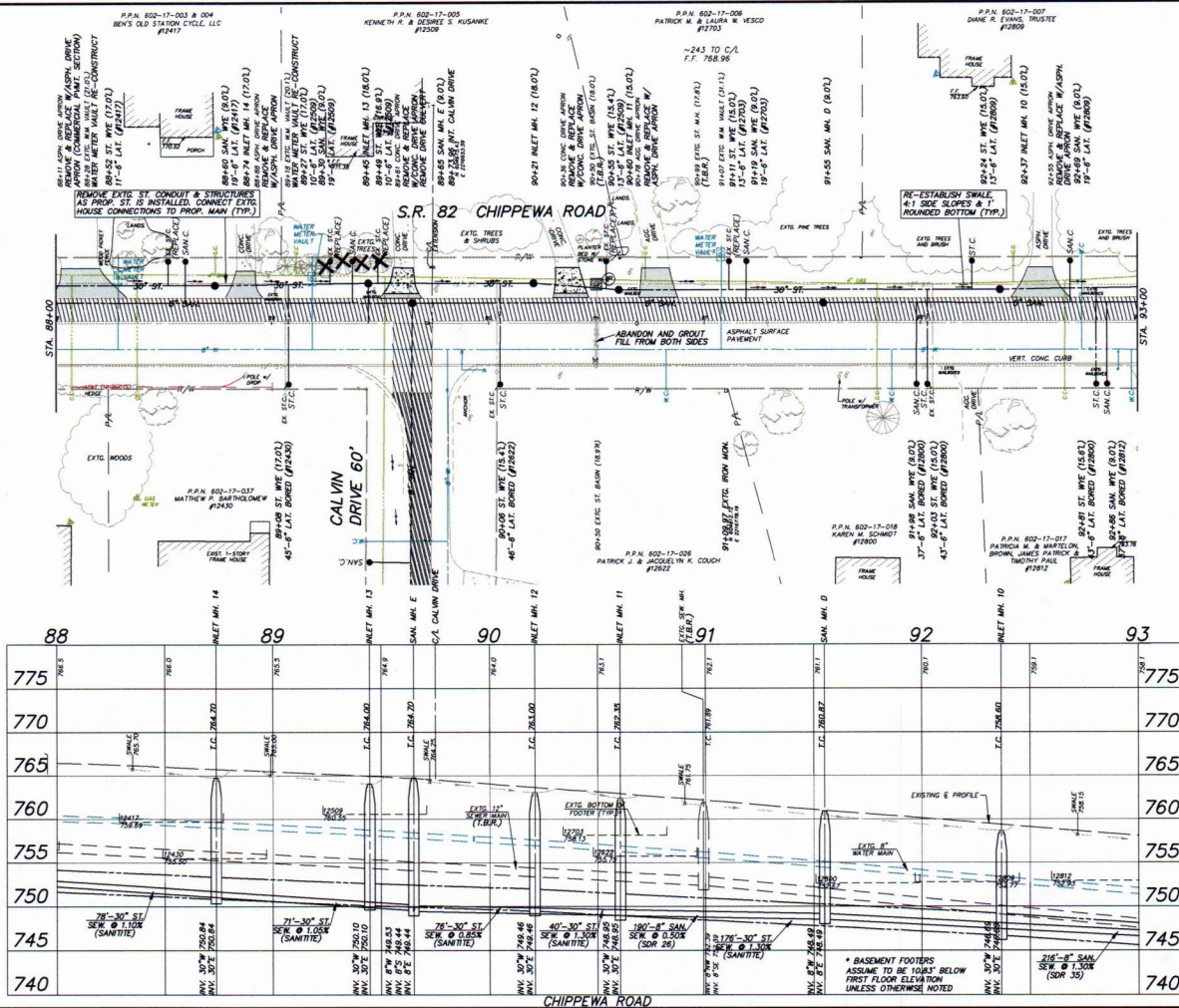












- LEGEND**
- ASPH. PAVT. REMOVAL & CONC. REPLACEMENT
  - ASPHALT DRIVE APRON REPLACEMENT
  - CONCRETE APRON OR SIDEWALK REPLACEMENT



**PLAN AND PROFILE**  
 STA. 88+00 TO STA. 93+00  
 SANITARY  
 CHIPPEAWA ROAD & CALVIN DR.  
 CUYAHOGA COUNTY, OHIO

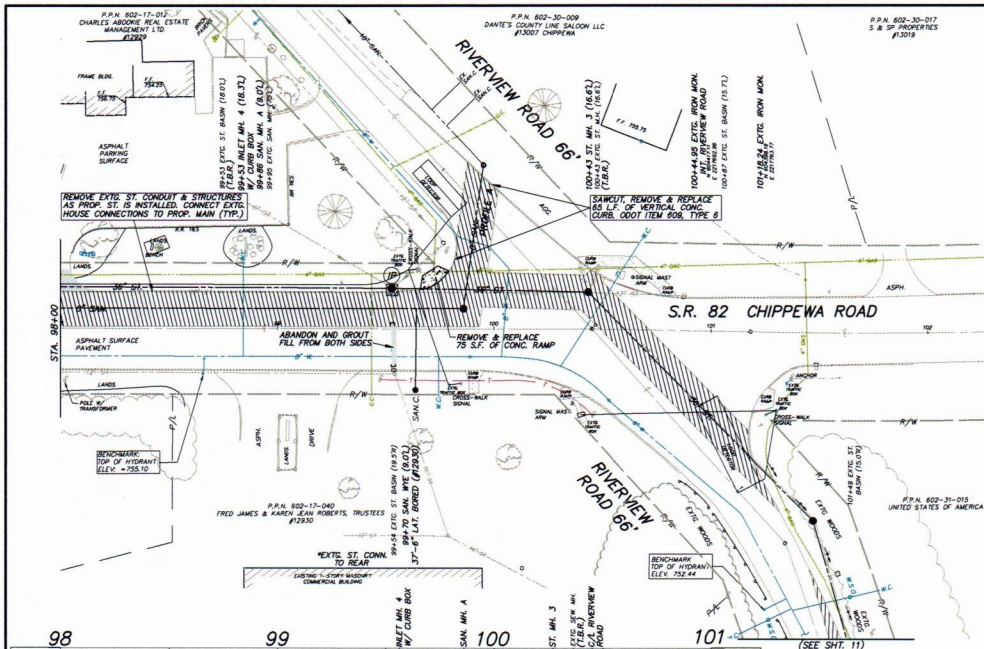
DANAUS G. SHAW & ASSOCIATES, INC.  
 10000 W. 12TH AVE., SUITE 200  
 CLEVELAND, OHIO 44120-1200  
 216.766.1000 FAX 216.766.1001  
 www.danaus.com

DATE: 1/20/22  
 SCALE: 1"=20'  
 E.W. G.W.  
 FEB. 2022  
 3070-289-5







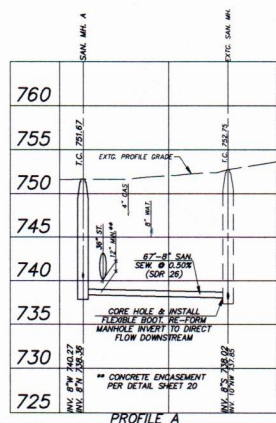
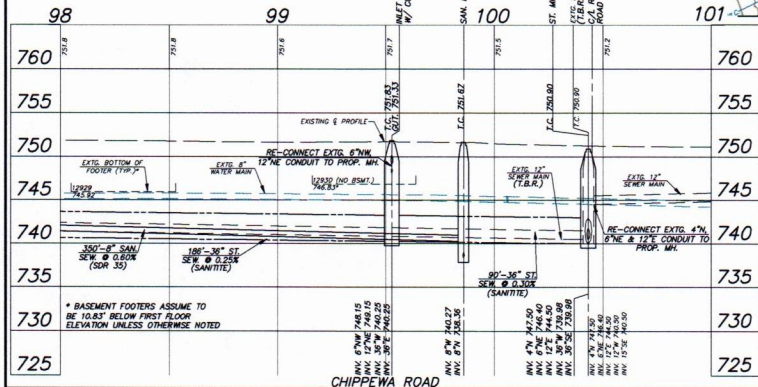


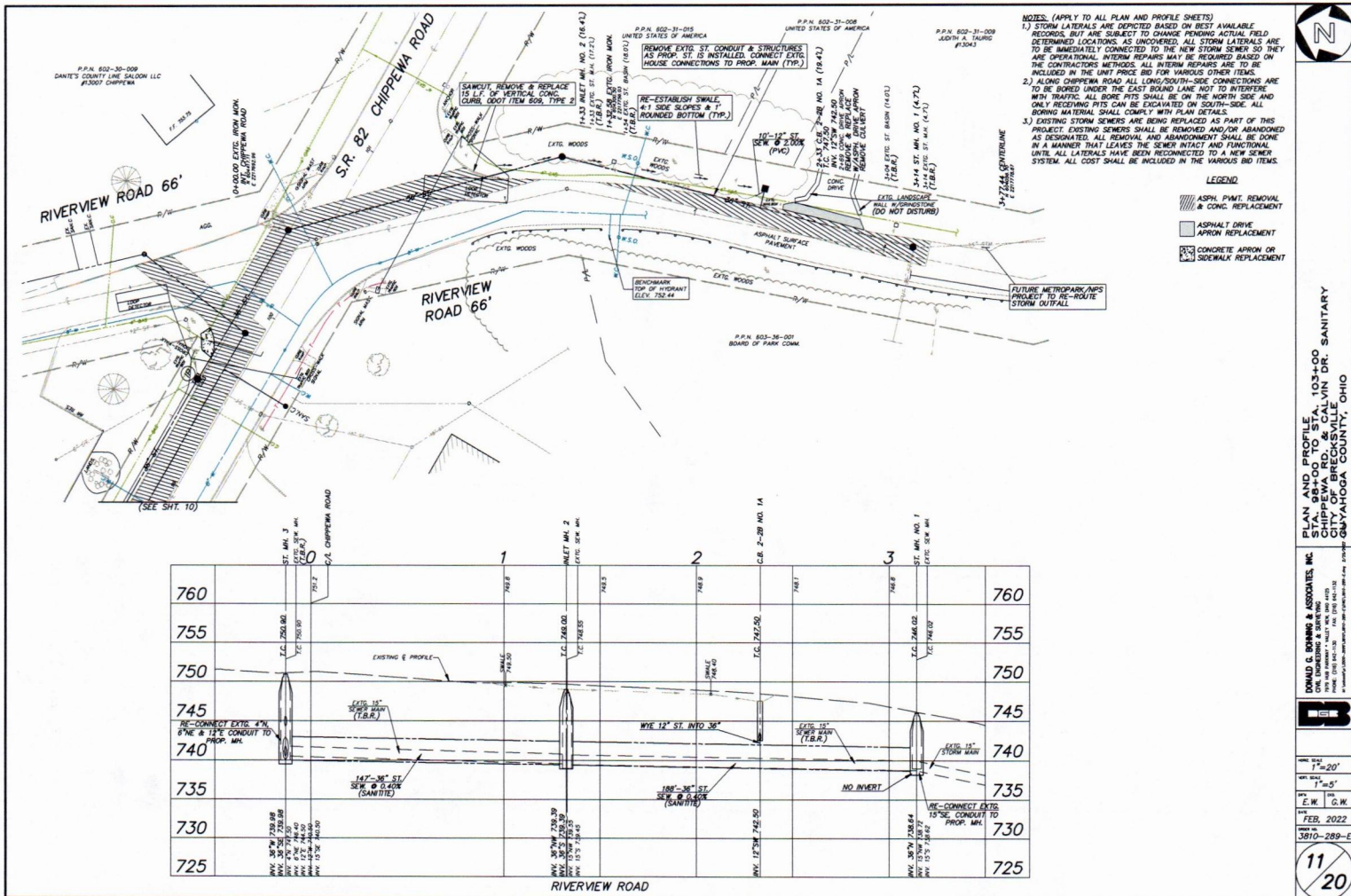
**NOTES (APPLY TO ALL PLAN AND PROFILE SHEETS)**

- 1) STORM LATERALS ARE DEPICTED BASED ON BEST AVAILABLE RECORDS, BUT ARE SUBJECT TO CHANGE PENDING ACTUAL FIELD OBTAINED LOCATIONS. ALL STORM LATERALS ARE TO BE IMMEDIATELY CONNECTED TO THE NEW STORM SEWER SO THEY ARE OPERATIONAL. INTERIM REPAIRS MAY BE REQUIRED BASED ON THE CONTRACTOR'S METHODS. ALL INTERIM REPAIRS ARE TO BE INCLUDED IN THE UNIT PRICE BID FOR VARIOUS OTHER ITEMS.
- 2) ALONG CHIPPEWA ROAD ALL LONG/SOUTH-SIDE CONNECTIONS ARE TO BE BORIED UNDER THE EAST BOUND LANE NOT TO INTERFERE WITH TRAFFIC. ALL BORE PITS SHALL BE ON THE NORTH SIDE AND ONLY RECEIVING PITS CAN BE EXCAVATED ON SOUTH-SIDE. ALL BORING MATERIAL SHALL COMPLY WITH PLAN DETAILS.
- 3) EXISTING STORM SEWERS ARE BEING REPLACED AS PART OF THIS PROJECT. EXISTING SEWERS SHALL BE REMOVED AND/OR ABANDONED AS DESIGNATED. ALL REMOVAL AND ABANDONMENT SHALL BE DONE IN A MANNER THAT LEAVES THE SEWER INTACT AND FUNCTIONAL. UNTIL ALL LATERALS HAVE BEEN RECONNECTED TO A NEW SEWER SYSTEM. ALL COST SHALL BE INCLUDED IN THE VARIOUS BID ITEMS.

**LEGEND**

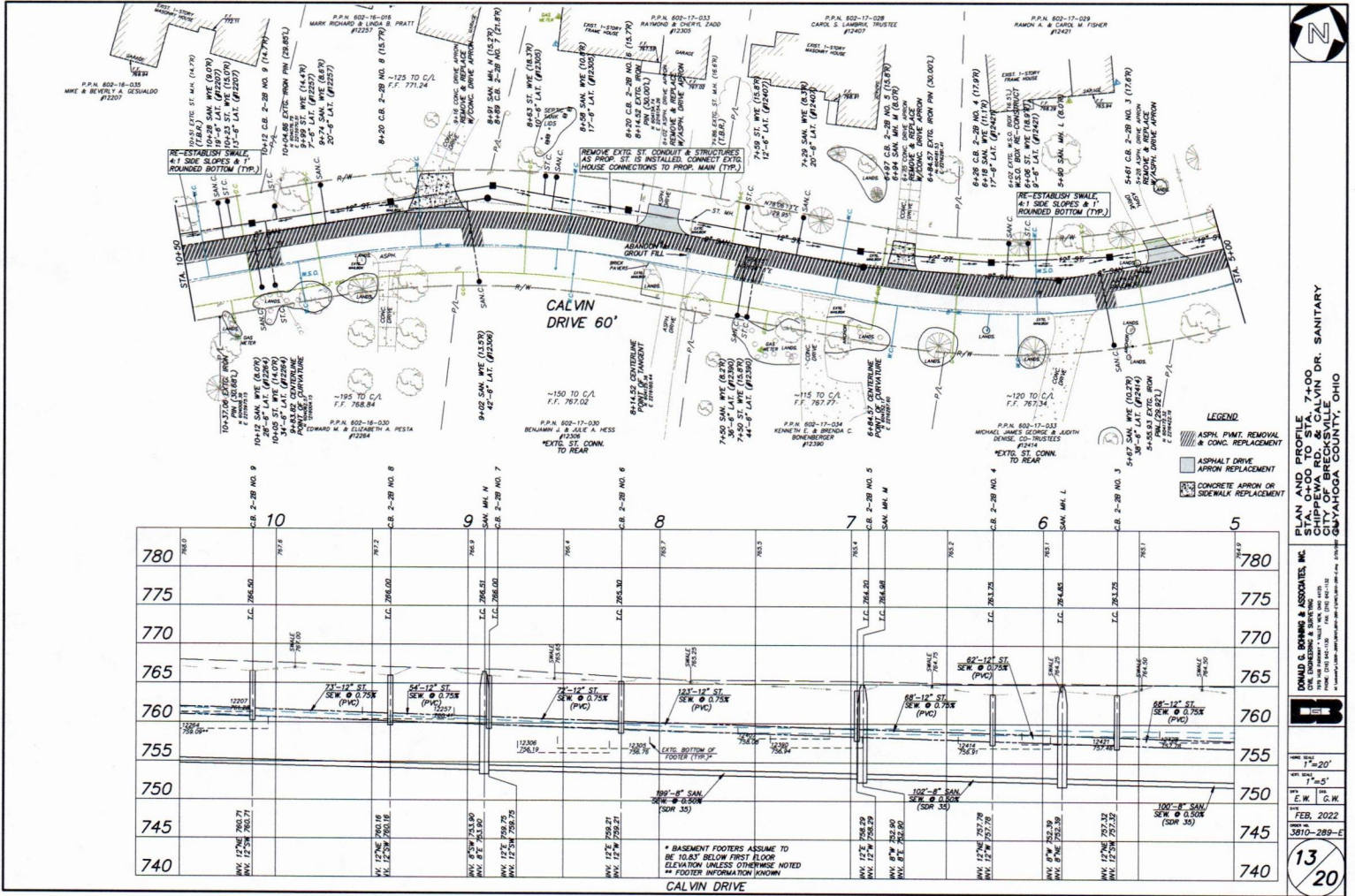
- ASPH. PAVT. REMOVAL & CONC. REPLACEMENT
- ASPHALT DRIVE APRON REPLACEMENT
- CONCRETE APRON OR SIDEWALK REPLACEMENT













# NOTES

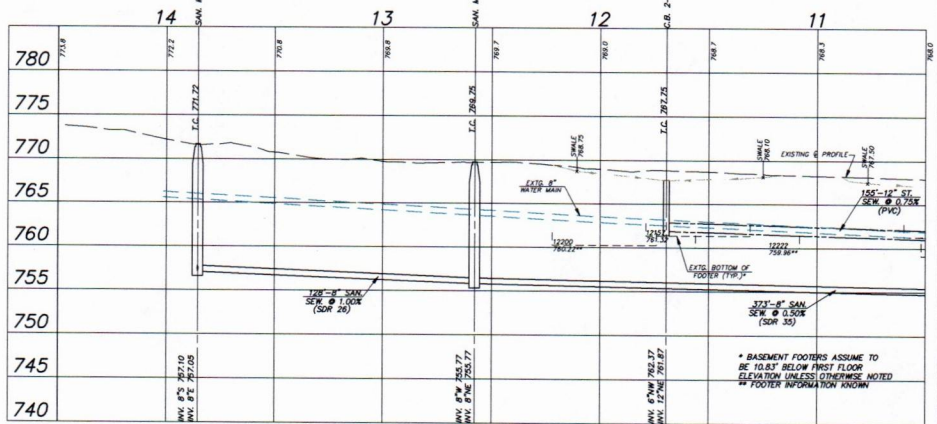
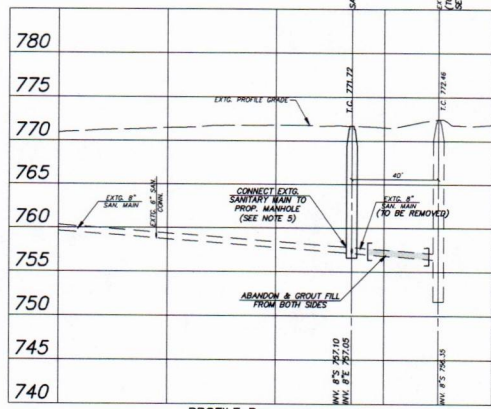
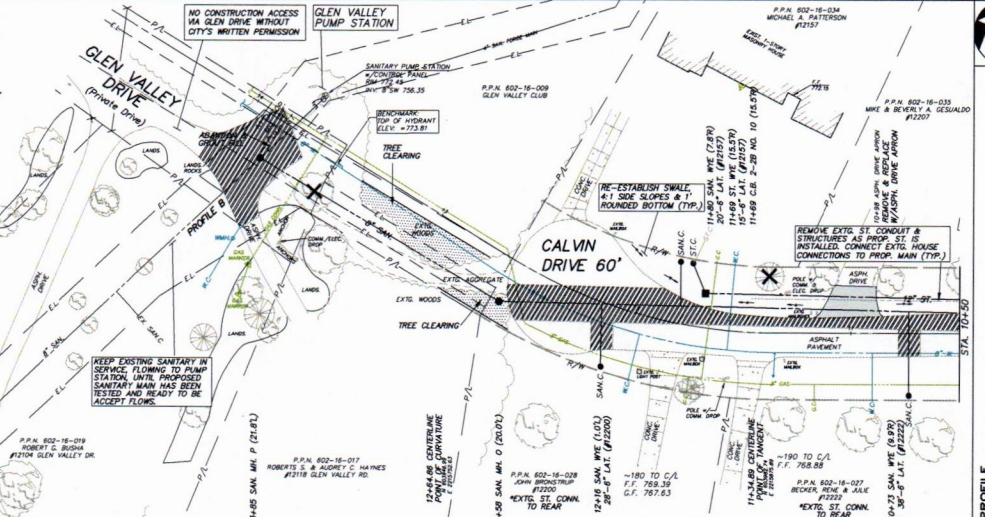
- STORM LATERALS ARE DEPICTED BASED ON BEST AVAILABLE RECORDS, BUT ARE SUBJECT TO CHANGE PENDING ACTUAL FIELD DETERMINED LOCATIONS. UNCOVERED, ALL STORM LATERALS ARE TO BE IMMEDIATELY CONNECTED TO THE NEW STORM SEWER SO THEY ARE OPERATIONAL. INTERIM REPAIRS MAY BE REQUIRED BASED ON THE CONTRACTOR'S METHODS. ALL INTERIM REPAIRS ARE TO BE INCLUDED IN THE UNIT PRICE BID FOR VARIOUS OTHER ITEMS.
- ALONG CHIPPEWA ROAD ALL LONG/SHORT-SIDE CONNECTIONS ARE TO BE BORED UNDER THE EAST BOUND LANE NOT TO INTERFERE WITH TRAFFIC. ALL BORE PITS SHALL BE ON THE NORTH SIDE AND ONLY RECEIVING PITS CAN BE EXCAVATED ON SOUTH-SIDE. ALL BORING MATERIAL SHALL COMPLY WITH PLAN DETAILS.
- EXISTING STORM SEWERS ARE BEING REPLACED AS PART OF THIS PROJECT. EXISTING SEWERS SHALL BE REMOVED AND/OR ABANDONED AS DESIGNATED. ALL REMOVAL AND ABANDONMENT SHALL BE DONE IN A MANNER THAT LEAVES THE SEWER INTACT AND FUNCTIONAL UNTIL ALL LATERALS HAVE BEEN RECONNECTED TO A NEW SEWER SYSTEM. ALL COST SHALL BE INCLUDED IN THE VARIOUS BID ITEMS.
- AS PART OF THE PROJECT, THE CONTRACTOR IS TO DECOMMISSION AND ABANDON THE GLEN VALLEY PUMP STATION. THIS WORK CAN NOT PROCEED UNTIL AFTER THE SANITARY SEWER IS TESTED AND ACCEPTED BY THE CITY AND COUNTY. ONCE THE SEWER IS ACCEPTED, THE CONTRACTOR WILL BE POINTED TO INSTALL THE MANHOLE ON THE GLEN VALLEY SANITARY SEWER INTERCEPTING ALL FLOW TO THE PUMP STATION.
 

ONCE FLOW HAS BEEN RE-ROUTED, THE CONTRACTOR CAN PROCEED WITH THE DECOMMISSIONING/ABANDONMENT OF THE PUMP STATION AS FOLLOWS:

  - COORDINATE TO HAVE POWER TERMINATED TO THE PUMP STATION AT THE METER AND AT THE TRANSFORMER POWER-POLE FEEDING THE METER. ALL COORDINATION WILL BE BY THE CONTRACTOR AND THE CITY/COUNTY WILL ASSIST AS NEEDED IN PROVIDING AUTHORIZATION BY EITHER ENTITY AS NEEDED BY THE UTILITY COMPANY.
  - THE EXISTING WET WELL SHALL HAVE ANY REMAINING WASTE MATERIAL AND/OR SLUDGE REMOVED AND DISPOSED OF IN AN APPROPRIATE AND LEGAL MANNER. DOCUMENTATION OF THE FACILITY RECEIVING THIS WASTE MATERIAL SHALL BE PROVIDED TO THE CITY FOR THEIR RECORDS.
  - COORDINATE WITH THE COUNTY TO DETERMINE WHAT EQUIPMENT IS TO BE SALVAGED. SUCH EQUIPMENT SHALL BE CAREFULLY REMOVED AND TURNED OVER TO THE COUNTY.
  - REMOVE ALL REMAINING ABOVE GRADE AND BELOW GRADE EQUIPMENT AND DISPOSE OF IT OFF SITE.
  - AS PER PLAN CALLS, ABANDON AND GROUT FILL THE 8" INLET LINE TO THE PUMP STATION.
  - AS PER PLAN CALLS, ABANDON THE 3" FORCE MAIN.
  - REMOVE THE PRECAST TOP AND FIRST RISEY SECTION TO AN ELEVATION 4" TO 3" BELOW GRADE.
  - BACKFILL THE WET WELL WITH LSW TO AN ELEVATION WITHIN 6" OF FINISHED GRADE.
  - RESTORE ALL AREAS DISTURBED BY CONSTRUCTION AS PER PLAN SPECIFICATION. ALL COST FOR THE DECOMMISSIONING/ABANDONMENT OF THE PUMP STATION SHALL BE INCLUDED IN THE UNIT PRICE BID.
- PER NOTE 4, CONNECTION OF GLEN VALLEY SANITARY SYSTEM CANNOT OCCUR UNTIL AFTER CALVIN DRIVE AND CHIPPEWA ROAD SEWERS HAVE BEEN TESTED AND ACCEPTED BY THE CITY AND COUNTY.

## LEGEND

- ASPH. PAVT. REMOVAL & CONC. REPLACEMENT
- ASPHALT DRIVE
- APRON REPLACEMENT
- CONCRETE APRON OR SIDEWALK REPLACEMENT



PLAN AND PROFILE T-200  
 CHIPPENAW RD. & CALVIN DR. SANITARY  
 CITY OF BRECKSVILLE  
 CUYAHOGA COUNTY, OHIO

DATE: FEB. 2022  
 E.W. G.W.  
 14/20







## SANITARY SEWERS

### SEWER CONNECTIONS, PROHIBITED

ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.

SEWERS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAIN. SEWERS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER.

### SANITARY SEWER CONDUIT

ALL SANITARY SEWER PIPE SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

1. 8" POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS CONFORMING TO ASTM D-3034, SDR-35 OR SDR 26 (AS SPECIFIED ON THE PLAN) WITH GASKET MATERIAL CONFORMING TO ASTM F-477, AND JOINTS MEETING THE PERFORMANCE REQUIREMENTS OF ASTM D-3212.

### PIPE BRANCHES, RISERS, AND CONNECTIONS (AT DIAMETER)

THE MATERIAL FOR ALL PIPE BRANCHES, RISERS, AND CONNECTIONS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

1. 8" POLYVINYL CHLORIDE (PVC) SEWER PIPE AND FITTINGS CONFORMING TO ASTM D-3034, SDR-35 FOR DEPTHS GREATER THAN 14 FEET, WITH GASKET MATERIAL CONFORMING TO ASTM F-477 AND JOINTS PER ASTM D-3212.

2. 8" POLYVINYL CHLORIDE (PVC) SEWER PIPE AND FITTINGS CONFORMING TO ASTM D-3034, SDR-35 FOR DEPTHS LESS THAN 14 FEET, WITH GASKET MATERIAL CONFORMING TO ASTM F-477 AND JOINTS PER ASTM D-3212.

3. 8" BORED CONCRETE PIPE SHALL BE FURROW PIP CONFORMING TO ASTM C900 OR C905, MINIMUM SDN 21 PRESSURE CLASS 200 PSI.

### VIDEO INSPECTION AND TESTING OF SANITARY SEWERS

FOLLOW TESTING PROCEDURES PER CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS REQUIREMENT.

### PIPE ABANDONED

SEWERS TO BE ABANDONED SHALL BE BACKFILLED/PLUGGED AT THE END POINTS OF TERMINATION AND SHALL BE GROUT FILLED WITH FLOWABLE CONCRETE. ALL SERVICE CONNECTIONS WITH SUCH ABANDONED LINES SHALL BE CAPED/PLUGGED AT THE POINT OF RECONNECTION INTO THE NEW LINE. ALL LABEL, ELEVATION, MATERIALS, ETC. NEEDED TO COMPLETE SUCH WORK SHALL BE INCLUDED IN THE UNIT PRICE BID.

### PIPE REMOVED

PIPE TO BE REMOVED SHALL COMPLY WITH ODOT SPECIFICATION 2022A AND SHALL INCLUDE THE FOLLOWING:

1. FULL REMOVAL OF PIPE WITHIN LIMITS SPECIFIED.

2. BACKFILL/GRAD DRAINAGE IN PIPE THAT IS TO REMAIN.

3. BACKFILLING OF TRENCH CREATED (CONCRETE BACKFILL).

### SEWER SEALS AND STRUCTURES REMOVED

THE EXISTING SEWER PIPE, STRUCTURES, AND APPURTENANCES SHALL BE REMOVED TO THE LIMITS DETECTED IN THE PLANS. THE UNIT PRICE BID SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND ANY OTHER INCIDENTAL ITEM INCLUDING OFF-SITE DISPOSAL, NECESSARY TO COMPLETE SUCH WORK.

### SEWER CONDUIT

ALL SEWER CONDUIT SHALL CONFORM TO THE FOLLOWING REQUIREMENT:

1. SANITARY SEWER PIPE MEETING ASTM F2738 OR F2784 WITH GASKET JOINTS MEETING ASTM F2738 BEND WATERIGHT PER ASTM D3212.

2. 12" DIAMETER POLYVINYL CHLORIDE (PVC) ASTM D-3034 WITH GASKET MATERIAL CONFORMING TO ASTM F-477 AND JOINTS PER ASTM D-3212. SEWER CONDUIT WITH LESS THAN THIRTEEN (13) FEET OF COVER SHALL BE SDR 35.

3. 8" UNDERDRAIN, POLYVINYL CHLORIDE (PVC) PLASTIC PIPE, SMOOTH WALL PERFORATED IN ACCORDANCE WITH ASTM F-756, TYPE PS 45 MINIMUM, WITH A MINIMUM OF FOUR ROWS OF PERFORATIONS (0.001" - 0.002").

PREMIUM JOINT PIPE IS REQUIRED FOR ALL SANITARY, STORM AND LATERAL SEWER PIPING. ALL JOINTS TO BE WATER-TIGHT, SOLID JOINTS, ETC. ARE NOT ACCEPTABLE. RECURRENT CONNECTIONS ARE REQUIRED FOR ALL PIPING AT THE CONNECTIONS TO SANITARY AND STORM SEWER STRUCTURES.

### VIDEO INSPECTION AND TESTING OF SANITARY SEWERS

FOLLOW TESTING PROCEDURES PER CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS REQUIREMENT.

### SEWER DRAINS AND CONNECTIONS

ANY EXISTING SEWER DRAIN, SEPTIC TANK DRAIN, ROOF DRAIN, OR OTHER STORM CONNECTIONS DISTURBED BY THE PROPOSED WORK SHALL BE PROVIDED WITH UNDISTURBED OUTLETS BY CONNECTIONS TO THE EXISTING OUTLET OR NEW STORM CONDUIT. THE LOCATION, TYPE, SIZE, AND GRADE OF REQUIRED REPLACEMENTS SHALL BE COMPATIBLE WITH THE EXISTING AND WILL BE DETERMINED BY THE ENGINEER DURING CONSTRUCTION. CONNECTION MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) SOLID WALL PIPE WITH GASKET JOINTS, CONFORMING TO THE REQUIREMENTS OF ASTM D-3034 (SDR 35 OR SDR 26, AS REQUIRED BY DEPTH). EACH LATERAL WHICH IS CONNECTED INTO A STORM CONDUIT SHALL INCLUDE A TEST TO BE LOCATED APPROXIMATELY FIVE FEET FROM THE POINT OF CONNECTION INTO THE CONDUIT, OR AS DIRECTED BY THE ENGINEER. THE CONTRACT UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, CONCRETE, CONNECTION, EQUIPMENT, COVERED BACKFILL, REPAIRS, BRACKING, AND INCIDENTALS TO COMPLETE THIS WORK IN ACCORDANCE WITH THE APPROPRIATE SPECIFICATIONS AND DETAILS. NONE OF THE MATERIALS SHALL BE OBTAINED BY THE CONTRACTOR UNLESS AUTHORIZED BY THE ENGINEER. THE FOLLOWING ESTIMATED QUANTITY HAS BEEN INCLUDED IN THE SCHEDULE OF QUANTITIES FOR USE "AS DIRECTED BY THE ENGINEER".

ITEM 503 4" THRU 12" STORM RE-CONNECTION 25 EA.

### PAVEMENT AND DRIVE REMOVAL, MAINTENANCE DURING CONSTRUCTION, REPAIR, AND/OR REPLACEMENT

THE EXTENT OF ANY PAVEMENT OR DRIVE THAT IS DAMAGED OR HAS TO BE REMOVED SHALL BE IN RELATION TO THE METHOD OF CONSTRUCTION AND THE PLAN DETAILS. ALL EXCESS MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR OFF THE SITE AT HIS SOLE RESPONSIBILITY AND EXPENSE. ALL COST OF ANY PAVEMENT OR DRIVE REMOVAL, MAINTENANCE DURING CONSTRUCTION, REPAIR, OR REPLACEMENT, INCLUDING ALL WORK CONSTRUCTED IN ACCORDANCE WITH PLAN DETAILS AND SPECIFICATIONS, PREMIUM TRUCK TRAILER, SURFACE REPAIRS, CONNECTION, CONNECTION TO EXISTING PAVEMENT OR DRIVE, AND ALL OTHER INCIDENTAL ITEMS, SHALL BE INCLUDED IN THE PRICE FOR THE VARIOUS CONSTRUCTION ITEMS.

ANY ADDITIONAL AREAS OF CONCRETE AND/OR ASPHALT WHICH ARE DAMAGED BY CONSTRUCTION OR HAVE TO BE REPAIRED SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.

NO ASPHALT PAVEMENT COURSE AND/OR CONCRETE PAVEMENT OR CURBING SHALL BE LAID ON FROZEN PAVEMENT OR SUBGRADE.

PRIOR TO FINAL STABILIZATION, IF DUE TO NO FAULT OF THE CONTRACTOR, THE PAVEMENT COURSE MAY REQUIRE RE-STABILIZATION. QUANTITIES OF ASPHALT PAVEMENT AND AGGREGATE BASE HAVE BEEN INCLUDED FOR USE "AS DIRECTED BY THE ENGINEER".

### LAYOUT OF PAVEMENT MARKINGS

THE CONTRACTOR SHALL BE RESPONSIBLE, WITH THE ASSISTANCE OF THE ENGINEER, FOR ALL THE LAYOUT AND LOCATIONS OF THE VARIOUS PAVEMENT MARKINGS. THE PRICE BID FOR THE VARIOUS PAVEMENT MARKINGS SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, AND ANY OTHER INCIDENTAL ITEMS FOR THE LAYOUT OF PAVEMENT MARKINGS.

## ODOT F.P.A. GENERAL NOTES

1. THE SANITARY SEWERS MUST PASS A LEAKAGE TEST WHICH SHALL BE A LOW PRESSURE AIR TEST IN ACCORDANCE WITH THE "TEN STATES STANDARDS" SECTION 33.85, PER ASTM F-1417 FOR PLASTIC PIPE.

2. ALL SANITARY MANHOLES SHALL BE AIR TESTED PER ASTM SPECIFICATION C-1244-83 TO VERIFY WATER TIGHTNESS AND PROPER CONSTRUCTION PER PLAN AND DETAILS.

3. ALL REVERSE SANITARY SEWER MUST PASS A DEFLECTION TEST (ON MAX).

DEFLECTION TESTS SHALL BE PERFORMED NO SOONER THAN 90 DAYS FOLLOWING COMPLETION OF BACKFILL. MAXIMUM RING DEFLECTION OF THE PIPE UNDER LOAD SHALL BE LIMITED TO 1/8" OF THE AVERAGE INSIDE DIAMETER LISTED IN ASTM D-2779 FOR ARIE SOLID WALL PIPE, AND ASTM D-2880 FOR ARIE COMPOSITE WALL PIPE. ASTM D-3034 FOR POLYVINYL CHLORIDE (PVC) PIPE LISTS OUTSIDE DIMENSIONS AND MINIMUM WALL THICKNESSES WHICH MAY BE USED TO CALCULATE APPLICABLE BASE DIAMETERS. THE PROPER SIZES MANHOLES SHALL BE PULLED THROUGH THE PIPE.

MANHOLES MUST BE APPROVED BY THE RESPONSIBLE AGENCY PRIOR TO TESTING. IF MANHOLE TESTING CANNOT BE USED FOR ANY REASON, OR AS AN ALTERNATE TO MANHOLE TESTING, LASER PROFILING SHALL BE USED. LASER PROFILING SHALL BE PER REQUIREMENTS OF ODOT 811.33, ODOT 802.02, AND THE FIVE PERCENT (5%) MAXIMUM DEFLECTION DIAMETER FOR THE APPLICABLE TYPE OF PIPE. THE RESPONSIBLE AGENCY MAY REQUIRE AIR TESTING OR NEW TESTING ON STORM SEWERS.

ALL PIPE FAILING TO MAINTAIN THE MINIMUM DEFLECTION DIAMETER OR LARGER FOR THE APPLICABLE TYPE OF PIPE SHALL BE CONSIDERED TO HAVE BEEN IMPROPERLY INSTALLED AND SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR.

4. THE FOLLOWING MINIMUM HORIZONTAL SEPARATIONS (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 10 FOOT SEPARATION FROM THE WATER MAIN.

5. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

6. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

7. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

8. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

9. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

10. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

11. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

12. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

13. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

14. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

15. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

16. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

17. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

18. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

19. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

20. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

21. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

22. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

23. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

24. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

25. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

26. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

27. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

28. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

29. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

30. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

31. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

32. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

33. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

34. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

35. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

36. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

37. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

38. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

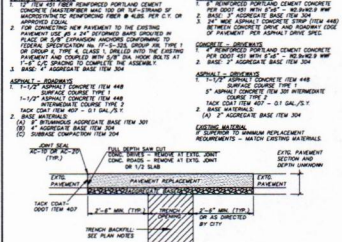
39. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

40. THE FOLLOWING MINIMUM VERTICAL CLEARANCES (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED SANITARY SEWER AND THE WATER MAIN SHALL BE MAINTAINED:

- a.) 18 HIGH CLEARANCE FROM TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN.

## PAVEMENT OPENING, REMOVAL & REPLACEMENT DETAIL



## PAVEMENT QUANTITIES

# REPLACEMENT DETAIL

NO SCALE

1. This is a rough sketch of the driveway and is not to be used for construction purposes. It is intended to show the general location and approximate dimensions of the driveway.

2. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

3. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

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10. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

11. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

12. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

13. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

14. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

15. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

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17. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

18. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

19. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

20. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

21. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

22. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

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25. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

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28. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

29. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

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31. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

32. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

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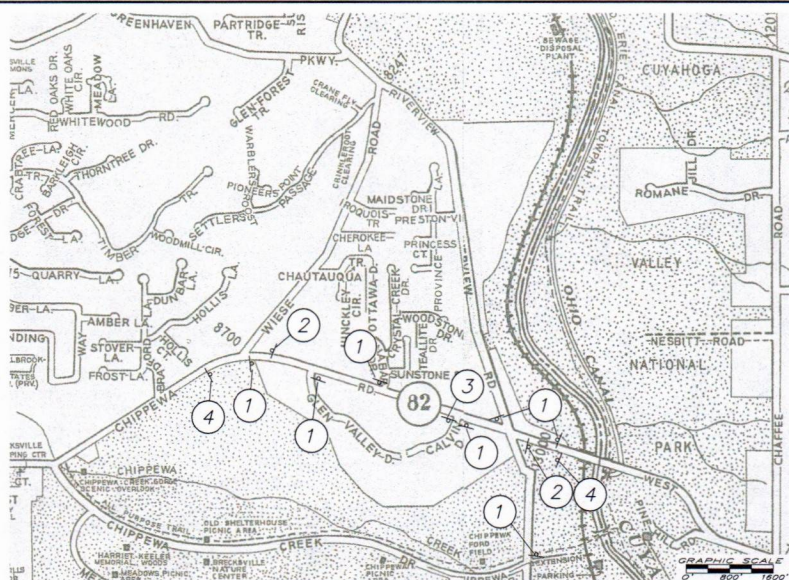
34. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

35. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

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37. The driveway is shown as a single lane, 10 feet wide, with a 4-foot curb on the left side.

PAYEMENT QUANTITIES	HOUSE NO.	STA.	SURFACE AREA (S.F.)	SURFACE AREA (S.F.)
DRIVEWAY APPROX.				
#10505	56x16	14.9	4.0	
#10507	52x16	17.4	5.4	
#10513	52x16	17.4	5.4	
#10520	56x16	17.4	5.4	
#10521	56x16	17.4	5.4	
#10522	56x16	17.4	5.4	
#10523	56x16	17.4	5.4	
#10524	56x16	17.4	5.4	
#10525	56x16	17.4	5.4	
#10526	56x16	17.4	5.4	
#10527	56x16	17.4	5.4	
#10528	56x16	17.4	5.4	
#10529	56x16	17.4	5.4	
#10530	56x16	17.4	5.4	
#10531	56x16	17.4	5.4	
#10532	56x16	17.4	5.4	
#10533	56x16	17.4	5.4	
#10534	56x16	17.4	5.4	
#10535	56x16	17.4	5.4	
#10536	56x16	17.4	5.4	
#10537	56x16	17.4	5.4	
#10538	56x16	17.4	5.4	
#10539	56x16	17.4	5.4	
#10540	56x16	17.4	5.4	
#10541	56x16	17.4	5.4	
#10542	56x16	17.4	5.4	
#10543	56x16	17.4	5.4	
#10544	56x16	17.4	5.4	
#10545	56x16	17.4	5.4	
#10546	56x16	17.4	5.4	
#10547	56x16	17.4	5.4	
#10548	56x16	17.4	5.4	
#10549	56x16	17.4	5.4	
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#10561	56x16	17.4	5.4	
#10562	56x16	17.4	5.4	
#10563	56x16	17.4	5.4	
#10564	56x16	17.4	5.4	
#10565	56x16	17.4	5.4	
#10566	56x16	17.4	5.4	
#10567	56x16	17.4	5.4	
#10568	56x16	17.4	5.4	
#10569	56x16	17.4	5.4	
#10570	56x16	17.4	5.4	
#10571	56x16	17.4	5.4	
#10572	56x16	17.4	5.4	
#10573	56x16	17.4	5.4	
#10574	56x16	17.4	5.4	
#10575	56x16	17.4	5.4	
#10576	56x16	17.4	5.4	
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#10612	56x16	17.4	5.4	
#10613	56x16	17.4	5.4	
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#10662	56x16	17.4	5.4	
#10663	56x16	17.4	5.4	
#10664	56x16	17.4	5.4	
#10665	56x16	17.4	5.4	
#10666	56x16	17.4	5.4	
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#10668	56x16	17.4	5.4	
#10669	56x16	17.4	5.4	
#10670	56x16	17.4	5.4	
#10671	56x16	17.4	5.4	
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#10673	56x16	17.4	5.4	
#10674	56x16	17.4	5.4	
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#10676	56x16	17.4	5.4	
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#10713	56x16	17.4	5.4	
#10714	56x16	17.4	5.4	
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#10716	56x16	17.4	5.4	
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#10718	56x16	17.4	5.4	
#10719	56x16	17.4	5.4	
#10720	56x16	17.4	5.4	
#10721	56x16	17.4	5.4	
#10722	56x16	17.4	5.4	
#10723	56x16	17.4	5.4	
#10724	56x16	17.4	5.4	
#10725	56x1			

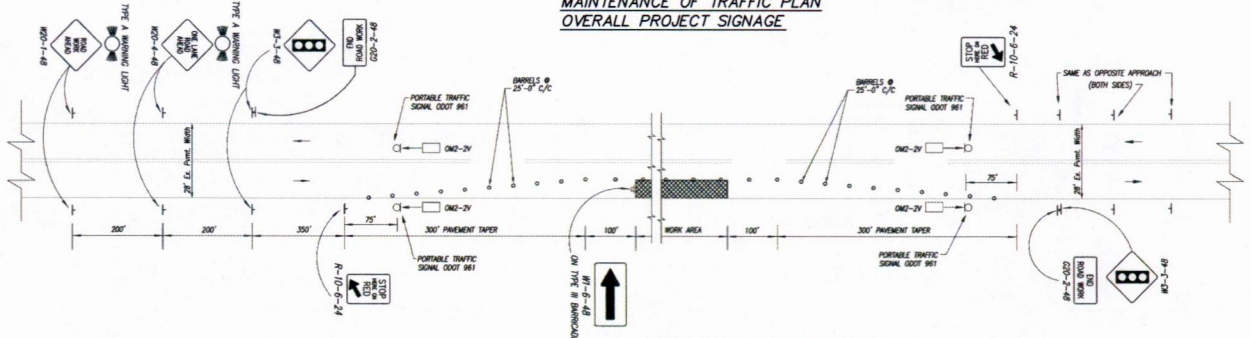


**TRAFFIC CONTROL SIGN LEGEND**

1	ROAD AHEAD	DS-1
2	ROAD AHEAD	W20-1
3	END ROAD AHEAD	S20-2
4	ROAD CLOSED TO THROUGH TRAFFIC	RS-1
5	ELECTRONIC MESSAGE BOARDS	

- NOTES:**
- 1) ALL WORK SHALL BE PER THE MAINTENANCE TRAFFIC PAGE 15
  - 2) NOT SHALL BE DELIVERED BY THE CONTRACTOR BASED ON THEIR METHOD OF OPERATION AND SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL
  - 3) MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS
  - 4) SIGNALS REQUIRED FOR MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS
  - 5) MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS
  - 6) MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS
  - 7) MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS
  - 8) MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS
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  - 10) MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS
  - 11) MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS
  - 12) MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS
  - 13) MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS
  - 14) MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS
  - 15) MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS
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  - 17) MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS
  - 18) MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS
  - 19) MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS
  - 20) MAINTENANCE TRAFFIC SHALL BE MAINTAINED BETWEEN SIGNALS

**MAINTENANCE OF TRAFFIC PLAN  
OVERALL PROJECT SIGNAGE**



**CONSTRUCTION ZONE SIGNAGE  
ODOT STANDARD PARTIAL CLOSING OF 1 LANE OF A 2 LANE HIGHWAY  
AND MAINTENANCE OF TWO-WAY TRAFFIC**

REVISIONS

1	AS NOTED
2	AS NOTED
3	E. W. G. W.
4	FEB, 2022
5	3810-289-E

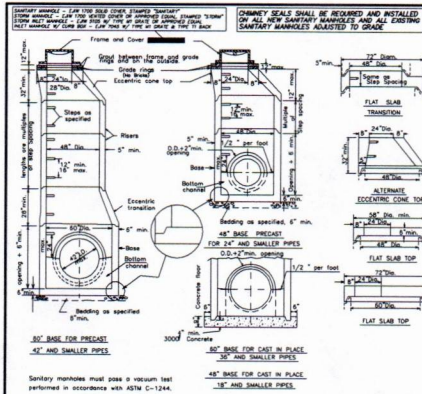
17/20

**MAINTENANCE OF TRAFFIC PLAN**  
CHIPPewa RD. & CALVIN DRIVE SANITARY  
CITY OF BRECKSVILLE  
CUYAHOGA COUNTY, OHIO

**DONALD S. BOWMAN & ASSOCIATES, INC.**  
CIVIL ENGINEERING & SURVEYING  
10000 W. 12TH AVE., SUITE 100  
BRECKSVILLE, OHIO 44142  
PHONE: (440) 885-1100 FAX: (440) 885-1102  
WWW.DSBOWMAN.COM



## 20



**NOTES**

Sections of the precast manhole shall be cast and interlocked with either of tongue or all grooves ends up. Joints may be provided in each section for handling.

**TOP AND TRANSITION / or reducer / Sections may be other alternative pipe, concrete cone or for pipe**

SEALS for manholes are shown with cast-in-place floor and rear which may be cast in one or two operations. A permeable alternate is to cast and place the floor and rear separately. Openings for inlet and outlet pipes shall be provided, either within the unit or cast or placed in field project requirements. Bottom channels may be formed of concrete present in the body or by later construction. Floor may also be poured in place.

**OPENINGS IN RISER SECTIONS FOR ALL PIPES (Sanitary, Combined & Storm) shall be prefabricated. Inlet connections shall be provided for sanitary, storm and combined sewers. Premium seals shall meet A.S.T.M. C-803**

**JOINT SEALS** between precast manhole sections and sewers shall be sealed and flexible gasket joints shall meet A.S.T.M. C-803. TRENCH SPECIFICATIONS: 50-5-10270 (210 A) and AASHTO M-188

**MANHOLE JOINTS AND BRIDGE PIPES** shall be sealed externally and between the grade pipe with a layer of mortar compound such as Flexcrete, Form Seal or Mason.

**MATERIALS** for bases and other sealed sections including reinforcement not specified herein, shall comply with the specifications.

**PRECAST MANHOLES** shall conform to the requirements of A.S.T.M. C-178.

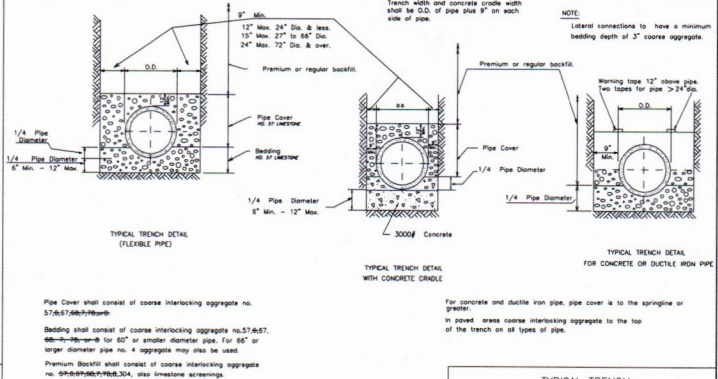
**SEAL** on all holes with approved concrete plugs.

**LANDING PLATFORMS** as shown on the LANDING DETAILS shall be installed in manholes that are over 28 feet deep to the street with a maximum vertical landing of 25 feet.

**MANHOLE FRAMES** - chimney seals will be required on all new sanitary manholes.

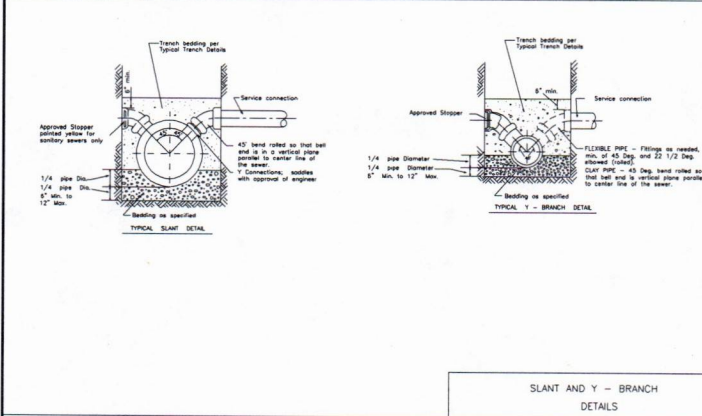
**SANITARY MANHOLES** shall have a minimum 2" vertical drop from existing elevations.

**PRECAST CONCRETE MANHOLE**  
42" PIPE OR SMALLER



REVISIONS: SCALE: NO SCALE DATE: OCTOBER 2021

UNIFORM STANDARDS: CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS — MUNICIPAL ENGINEERS ASSOCIATION OF NE OHIO SHEET NO. 10

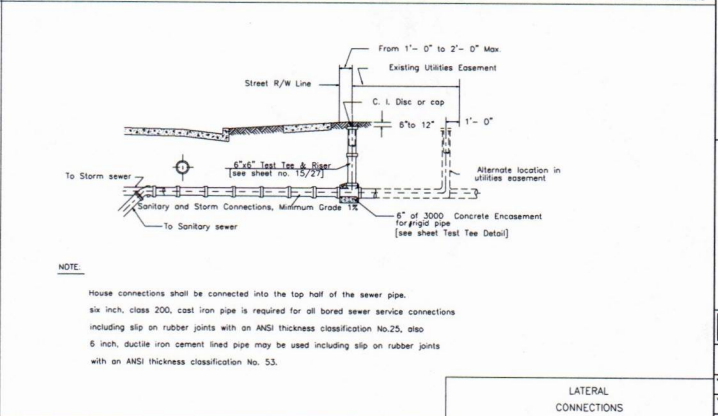


REVISIONS: SCALE: NO SCALE DATE: OCTOBER 2021

UNIFORM STANDARDS: CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS — MUNICIPAL ENGINEERS ASSOCIATION OF NE OHIO SHEET NO. 11

REVISIONS: SCALE: NO SCALE DATE: OCTOBER 2021

UNIFORM STANDARDS: CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS — MUNICIPAL ENGINEERS ASSOCIATION OF NE OHIO SHEET NO. 12



REVISIONS: SCALE: NO SCALE DATE: OCTOBER 2021

UNIFORM STANDARDS: CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS — MUNICIPAL ENGINEERS ASSOCIATION OF NE OHIO SHEET NO. 13





# RESOLUTION RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5481

### A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT A REQUEST FOR FY2025-2026 STATE CAPITAL BUDGET FUNDING TO THE OFFICE OF STATE SENATOR JERRY CIRINO FOR FUNDS FOR BRECKSVILLE COMMUNITY CENTER IMPROVEMENTS; AND DECLARING AN EMERGENCY

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

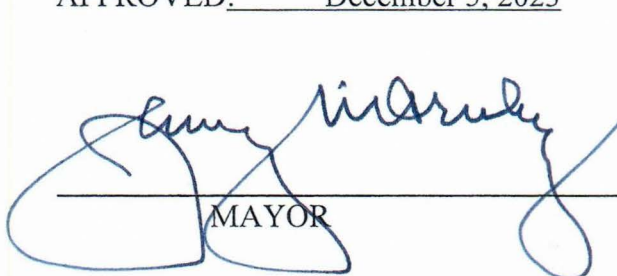
**SECTION 1.** The Mayor, be, and hereby is, authorized to submit a request for FY2025-2026 State Capital Budget Funding to the office of State Senator Jerry Cirino for funds for Brecksville Community Center improvements and to execute whatever documents are necessary to complete the request process. If successful in obtaining funding, the Mayor is authorized to execute whatever documents are necessary to effectuate the receipt of funds.

**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 that it relates to the need for funding for the Community Center improvements, 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.

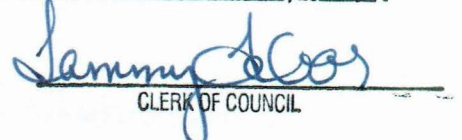
PASSED: December 5, 2023

APPROVED: December 5, 2023

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5481 duly passed by the Council of the City of Brecksville, Ohio, on 12-5, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-8, 20 23.

  
\_\_\_\_\_  
CLERK OF COUNCIL



# RESOLUTION RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5482

### A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT A REQUEST FOR FY2025-2026 STATE CAPITAL BUDGET FUNDING TO THE OFFICE OF STATE REPRESENTATIVE PHIL ROBINSON FOR FUNDING; AND DECLARING AN EMERGENCY

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

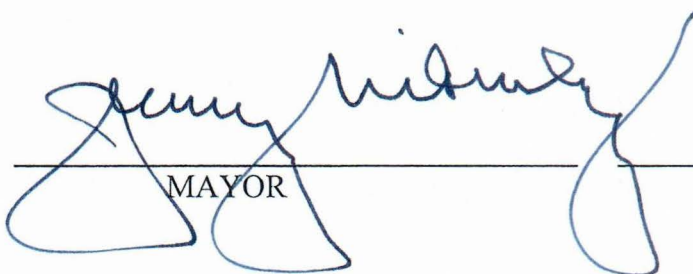
**SECTION 1.** The Mayor, be, and hereby is, authorized to submit a request for FY2025-2026 State Capital Budget Funding to the office of State Representative Phil Robinson for funding and to execute whatever documents are necessary to complete the request process. If successful in obtaining funding, the Mayor is authorized to execute whatever documents are necessary to effectuate the receipt of funds.

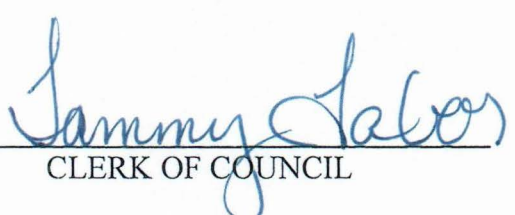
**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and 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 that it relates to the need for funding, 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 5, 2023

APPROVED: December 5, 2023

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5482 duly passed by the Council of the City of Brecksville, Ohio, on 12-5, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-8, 20 23.

  
\_\_\_\_\_  
CLERK OF COUNCIL



# ORDINANCE RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5671

### AN ORDINANCE AMENDING SECTION 145.08 OF THE ADMINISTRATIVE CODE TO INCLUDE PROFESSIONAL PAY FOR FIRE; 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.** Section 145.08 of the Administrative Code be amended to read as follows:

**“Sec. 145.08 Overtime.**

(a) through (c) \* \* \* \* no change.

(d) For full-time firemen, overtime shall be paid at the rate of one and one-half times the employee's regular rate of pay. The regular hourly rate used in this computation is to include longevity and professional pay paid to each employee. Any hours worked beyond the normal average two week work schedule of 106 hours shall be eligible for overtime compensation. Hours worked include vacation, compensatory time off; bereavement leave, and holidays, but does not include sick leave or personal leave. If a full-time fireman works a regularly scheduled tour of duty which falls on a holiday, including Easter Sunday, he or she shall be entitled to one and one-half times his or her regular rate of pay for all hours actually worked during a holiday tour of duty. In addition to the overtime compensation provided herein, any full-time fireman who is required to work on any such holiday shall be entitled to one hour off, with pay, for each hour actually worked on the holiday. These additional hours off shall be added to the employee's leave in the next calendar year. 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 hours for each hour of overtime worked with a maximum accumulation of 120 hours of compensatory time off. 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.

(e) through (g) \* \* \* \* no change.”

**SECTION 2.** Section 145.08 of the Administrative Code as it existed prior to the effective date of this Ordinance and all other ordinances or resolutions inconsistent herewith be, and the same hereby are, repealed.



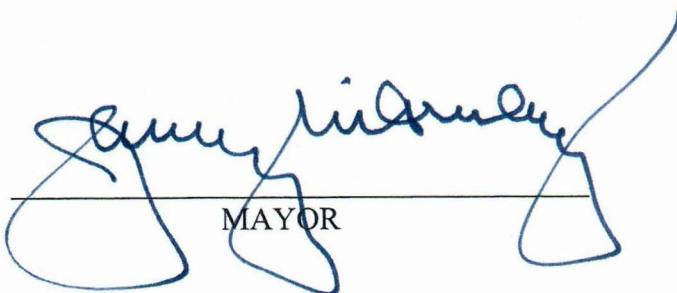
**ORDINANCE RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

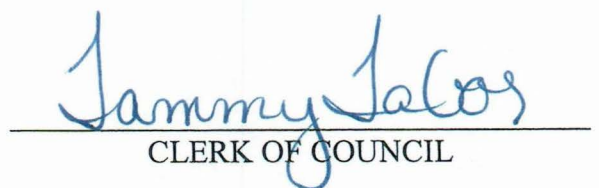
Ordinance No. 5671

**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 the need to include professional pay for full-time firemen, 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.

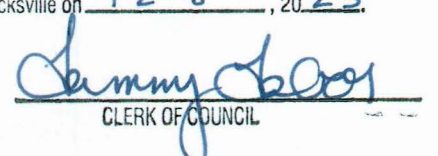
PASSED: December 5, 2023

APPROVED: December 5, 2023

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5671 duly passed by the Council of the City of Brecksville, Ohio, on 12-5, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-8, 20 23.

  
\_\_\_\_\_  
CLERK OF COUNCIL