



City of Brecksville, Ohio
City Council Regular Meeting
Ralph W. Biggs City Council Chambers
July 7, 2026 – 8:00 PM

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least three days prior to the meeting at (440)526-2609.

AGENDA

To listen to the live stream of the meeting please go to the City's Agenda & Minutes link on the website: <https://brecksvilleoh.portal.civicclerk.com/>. Questions and comments may be e-mailed to ttabor@brecksville.oh.us or by phone to (440) 526-2609 and will be forwarded to the appropriate personnel for a response.

Call to Order

Pledge of Allegiance

Roll Call

Approval of Minutes

1. Approval of June 2, 2026 City Council Minutes

Unfinished Business

1. ORD. 5872 - an Ordinance authorizing the Mayor to enter into a Development Agreement with VA Current, LLC; and declaring an emergency

New Business

1. RES. 5801 - a Resolution authorizing the Mayor, on behalf of the City of Brecksville, to provide a grant to the Brecksville-Broadview Heights Community Awareness and Prevention Association for the partial funding and operation of prevention and intervention services; and declaring an emergency.
2. ORD. 5873 - an Ordinance Amending Ordinance 5839 as it relates to employee compensation; and declaring an emergency.
3. ORD. 5874 - an Ordinance authorizing the Mayor to enter into a Collective Bargaining Agreement with the Ohio Patrolmen's Benevolent Association representing the Brecksville Police Department Patrolmen; and declaring an emergency.
4. ORD. 5875 - 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

Report of Council Representatives and Council Committees: Board of Zoning Appeals, Planning Commission, Recreation Commission, Human Services Advisory Board

Reports of Department Directors Director of Law, Dave Matty: Engineer, Gerry Wise: Director of Finance, LAura Starosta. Chief Building Official: CBO Scott Packard: Director of Human Services, Dr. Steve Paciorek Director of Service, Joe Kickel: Director of Purchasing, Monica Bartkiewicz. Chief of Police Department, Chief Korinek Chief of Fire Department: Chief M Bender:

Report of the Mayor

Adjournment

"Let us live like wildflowers - wild and beautiful and drenched in sun."
-Ellen Everett

Mayor and Safety Director: Daryl Kingston

City Council Members: Dominic Caruso, President; Beth Savage, Vice President; Dan Bender; AJ Ganim; Mark Jantzen; Ann Koepke; Brian Stucky.

Clerk: Tammy Tabor

MINUTES OF THE MEETING OF THE
CITY OF BRECKSVILLE CITY COUNCIL REGULAR MEETING
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8:15 PM

Pledge of Allegiance

Roll Call

Present: Dan Bender, Dominic Caruso, AJ Ganim, Mark Jantzen, Ann Koepke, Brian Stucky.

Absent: Savage.

Also Present: Law Director D. Matty, Assistant Law Director L. Sabol, Engineer G. Wise, Finance Director L. Starosta, Fire Chief Bender, Police Chief Korinek, Purchasing Director M. Bartkiewicz, Service Director J. Kickel, Assistant CBO S. Synek, Human Services Director Dr. Paciorek, Media Specialist Daylan, Clerk T. Tabor. Christina Lakatos, John Ference, John Korfage, Linda Crouch, Devon Smith, Jennifer Speer, Mark Marando, Marissa Miraglotta, James & Cassandra Eckerman.

Approval of Minutes

1. Approval of June 2, 2026 City Council Minutes

Motion for passage by Ganim, seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Stucky.

Voting Nay: None.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0-Nays, 0-Abstain.

New Business

- 1. ORD. 5869 - an Ordinance to amend Ordinance No. 5829, making appropriations for current expenses of the City of Brecksville during the fiscal year ending December 31, 2026, making necessary appropriation and revenue adjustments; and declaring an emergency**

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Ordinance 5869.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0-Nays, 0-Abstain.

- 2. ORD. 5870 - an Ordinance amending Ordinance No.5858 to include the manufacturer's name and correct the Sourcewell contract no.; and declaring an emergency**

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Ordinance 5870.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0-Nays, 0-Abstain.

- 3. ORD. 5871 - an Ordinance accepting the bid of ProQuality Land Development, Inc. dba Pro Quality Development, Inc. DBA ProQuality Demolition for the demolition of Central School; and declaring an emergency**

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Ordinance 5871.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

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Abstain: None.

MOTION CARRIED: 6 - Ayes, 0-Nays, 0-Abstain.

4. RES. 5793 - a Resolution authorizing the City of Brecksville Fire Chief to complete the grant process for the FY 2025 Assistance to Firefighters Grant; and declaring an emergency.

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Resolution 5793.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0-Nays, 0-Abstain.

5. RES. 5794 - a Resolution authorizing a five year renewal of the CivicPlus Statements of Work (SOW) and Master Services Agreement for Municipal Websites, formerly CivicEngage; Social Media Archiving, formerly ArchiveSocial; Mass Notification, formerly CivicReady; and SeeClickFix; and declaring an emergency.

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Resolution 5794.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0-Nays, 0-Abstain.

6. RES. 5795 - a Resolution Establishing the Continuing Professional Training Fund; and declaring an emergency.

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Resolution 5795.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0-Nays, 0-Abstain.

7. RES. 5796 - a Resolution adopting the alternate format Tax Budget for the year 2027; and declaring an emergency.

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Resolution 5796.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0-Nays, 0-Abstain.

8. RES. 5797 - a Resolution authorizing the Mayor to enter an agreement with Simple Recycling for a Clothing Municipal Dropbox program; and declaring an emergency.

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Resolution 5797.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0-Nays, 0-Abstain.

9. RES. 5798 - a Resolution authorizing the Mayor to enter into a renewal contract for Year 2 pricing for supplying of sodium chloride for the contract period from November 1, 2026 to October 31, 2027; and declaring an emergency.

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Motion for suspension made by Ganim, Seconded by Koepke.
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.
Nays: None.

Motion by Stucky, seconded by Bender, to pass Resolution 5798.
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.
Abstain: None.
MOTION CARRIED: 6 - Ayes, 0-Nays, 0-Abstain.

10. RES. 5799 - a Resolution accepting the quote of Vance's Law Enforcement for the purchase of duty pistols, holsters and simmunition for the Police Department; and declaring an emergency.

Motion for suspension made by Ganim, Seconded by Koepke.
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.
Nays: None.
Motion by Stucky, seconded by Bender, to pass Resolution 5799.
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.
Abstain: None.
MOTION CARRIED: 6 - Ayes, 0-Nays, 0-Abstain.

11. RES. 5800 - a Resolution accepting a permanent Storm Sewer Easement for construction, reconstruction, operating, maintaining, repairing and replacing storm sewer facilities and appurtenances thereto in, under, across and through certain lands owned by Daniel C. McGee & Gina M. Thomas McGee and known as PPN601-23-004; and declaring an emergency

Motion for suspension made by Ganim, Seconded by Koepke.
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.
Nays: None.
Motion by Stucky, seconded by Bender, to pass Resolution 5800.
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.
Abstain: None.
MOTION CARRIED: 6 - Ayes, 0-Nays, 0-Abstain.

Council Member Bender and Council Member Ganim left the meeting due to a conflict.

12. ORD. 5872 - an Ordinance authorizing the Mayor to enter into a Development Agreement with VA Current, LLC; and declaring an emergency

Motion by Koepke, seconded by Jantzen to move to second reading.
Voting Yea: Caruso, Koepke, Jantzen, Stucky.
Abstain: None.
MOTION CARRIED: 4 - Ayes, 0-Nays, 0-Abstain.

13. Liquor Permit Request - Determine the need or waive the necessity of a hearing to issue a liquor permit #00162853-2, to American Food and Vending Corp. located at 1 Innovation Parkway, Brecksville, Ohio 44141.

Motion by Ganim, seconded by Koepke, to waive the need for a public hearing for ODLC #00162853-2.
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.
Abstain: None.
MOTION CARRIED: 6 - Ayes, 0-Nays, 0-Abstain.

Report of Council Representatives and Council Committees: Board of Zoning Appeals, Planning Commission, Recreation Commission, Human Services Advisory Board

Board of Appeals

Council Member Stucky reported the Board of Zoning Appeals has three items for Council consideration. The next meeting of the Board of Appeals will be July 13th at 7:30 PM.

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APPEAL BZA 000002, 8322 Settlers Passage

The Board of Zoning Appeals recommend to City Council approval for a variance from Section 1119.03(b) maximum 12% driveway slope to allow 14.7% as part of the construction of a new house, located at 8322 Settlers Passage, PPN 602-08-005.

Motion for passage by Stucky, seconded by Bender.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Stucky.

Voting No: None

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0 - Nays, 0-Abstain.

APPEAL BZA26-000003, 8290 Whitewood Road

The Board of Zoning Appeals recommend to City Council approval for a variance from Section 1197.31 to allow a 6- month extension (currently expired) to BZA variance 2025-33, located at 8290 Whitewood Rd, PPN 601-20-018.

Motion for passage by Stucky, seconded by Bender.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Stucky.

Voting No: None.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0 - Nays, 0-Abstain.

APPEAL BZA 26-000006 9935 Fitzwater Road

The Board of Zoning Appeals recommend to City Council approval for a variance from Section 1119.09(d) not to install the required public sidewalks until such time as the City deems appropriate, located at 9935 Fitzwater Rd, PPN 601-10-049.

Motion for passage by Stucky, seconded by Bender.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Stucky.

Voting No: Koepke.

Abstain: None.

MOTION CARRIED: 5 - Ayes, 1 - Nays, 0-Abstain.

Devin Smith, 10303 Tanager Trail, said he moved to Brecksville in November. Mr. Smith said he is not understanding why there's a variance, particularly for a sidewalk. With the city walkability score, Mr. Smith believes the walkability score of the City is three. Mr. Smith asked if there is a timeline on getting a sidewalk put in by his neighbor across the street.

Council President Caruso said the variance that was requested grants a temporary variance that the city retains the right to have the homeowner install a sidewalk at a later date when it's determined that the sidewalk will be connecting to some sort of sidewalk that's sort of in the precedent that's been followed up till now. Mr. Smith asked if the variance passed. Council President Caruso said the issue recommended to Council for approval tonight was passed by Council.

Council Member Stucky, Chairman of the Streets and Sidewalks Committee, said he understands these cases, if the city does see that there's a need to expand sidewalks it is the responsibility of the property owner to install a sidewalk. In some areas where there are no sidewalks on a street but some homes may not have enough area to install sidewalks. Council Member Stucky said the City always has a plan, and would not require a sidewalk that ends and does not attached to another sidewalk/path. Council Member Stucky asked Mr. Smith to contact him regarding this issue, they can talk about his concerns or meet Mr. Smith on site.

Motion for passage by Stucky, seconded by Bender.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Stucky.

Voting No: None.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0 - Nays, 0-Abstain.

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Planning Commission

Council President Caruso reported the Planning Commission has one item for Council consideration. The next meeting of the Planning Commission is scheduled for July 9th at 7:00 PM.

Issue a permit for a permit for 1) a 10.25" x 73", 5.2 sq. ft. panel for an existing externally illuminated permanent double sided ground identification sign and 2) a 29.2 sq. ft internally illuminated wall sign for the Top String Lacrosse, 7005 Mill Road, Brecksville, Ohio as described in the application dated May 15, 2026, and attached plans by TRK DESIGN LLC DBA FASTSIGNS and contingent on City Council's approval of the following deviations:

- A deviation from Section 1187.05(d)(2) of internally illumination may be permitted only on free-standing ground identification signs and limited to business logo or individual letters to allow an internally illuminated wall sign
- A deviation from Section 1187.09(c) of a maximum of 24 sq. ft. wall sign to allow 29.2 sq. ft.

Motion for passage by Caruso, seconded by Ganim.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Stucky.

Voting No: None.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0 - Nays, 0-Abstain.

Recreation Commission

Council Member Ganim reported the Recreation Commission has no items for Council. Volunteers are needed as volunteers for Home Days this coming weekend, Contact the Recreation Department to see where you would be needed.

Human Services Advisory Board

Council Member Koepke reported the Human Services Advisory Board's next meeting will be July 14th in the Human Services Building.

Reports of Council Committees

Safety Service - Council Member Jantzen reported the Committee met earlier and has one item for Council consideration.

EMS Equipment Preventative Maintenance - Recommend to Council approval of EMS equipment preventative maintenance by Stryker in the amount of \$6,207.00 for a term from June 15, 2026 to June 14, 2027, to be paid from Blanket Purchase Order #20260306.

Motion for passage by Jantzen, seconded by Ganim.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Stucky.

Voting No: None.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0 - Nays, 0-Abstain.

Streets & Sidewalks - Council Member Stucky reported the Committee met earlier and has no items for Council.

Utilities - Council Member Koepke reported the Committee met earlier and has one item for Council.

Bid Authorization - Authorizing the Purchasing Director to advertise for bids for the 10275 & 10325 Whitewood Road Storm Repair project.

Motion for passage by Koepke, seconded by Ganim.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Stucky.

Voting No: None.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0 - Nays, 0-Abstain.

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Buildings & Grounds - Council Member Ganim reported the Committee met earlier and has two items for Council consideration.

Annual Backflow Preventer Inspections - approval of a motion accepting the pricing for three (3) years from Gillespie Company for annual backflow preventer inspection in the amount of \$7,105.00 per year plus a \$1,467.55 Cleveland Water filing fee for year 1 with said fees for year 2 and year 3 to be determined annually by Cleveland Water.

Motion for passage by Ganim, seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Stucky.

Voting No: None.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0 - Nays, 0-Abstain.

Approval of a purchase requisition for repair to the City Hall Chiller, emergency consideration of repairs to the City Hall North Wing chiller after staff discovered the unit was operating at approximately fifty percent capacity due to a failed expansion valve. The repair is necessary to maintain adequate cooling within the building during the summer season.

Motion for passage by Ganim, seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Stucky.

Voting No: None.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0 - Nays, 0-Abstain.

Legislation - Council Member Stucky reported the Committee met earlier and has no items for Council consideration.

Finance - Council Member Bender reported the Committee met earlier and has two items for Council consideration.

2026-2027 Property & Liability Insurance Policy Endorsements - Recommend to Council approval of a Purchase Order Increase for Wichert Insurance in the amount of \$1,143.00.00 for endorsements to the 2026-2027 Property & Liability Insurance Policies for increases to Social Engineering and Leased & Rented Equipment coverage limits and increased property values.

Motion for passage by Bender, seconded by Ganim.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Stucky.

Voting No: None.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0 - Nays, 0-Abstain.

Multi-Factor Authentication Tokens, Hosting & Support Fee - Recommend to Council approval of a motion authorizing the purchase of One Hundred Sixty (160) multi-factor authentication token devices from SHI International Corp. in the amount of \$8,350.16 and the purchase of hosting and support fees from Chagrin Valley Dispatch for a term from July 1, 2026 to December 31, 2026 in the amount of \$3,504.00.

Motion for passage by Bender, seconded by Ganim.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Stucky.

Voting No: None.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0 - Nays, 0-Abstain.

Reports of Department Directors

Director of Law, Dave Matty: No Report

Engineer, Gerry Wise: No Report.

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Director of Finance, Laura Starosta: No Report.
Chief Building Official: Asst. CBO Steve Synek No Report.
Director of Human Services, Dr. Steve Paciorek: No Report.
Director of Service, Joe Kickel: No Report
Director of Purchasing, Monica Bartkiewicz: No Report.
Chief of Police Department, Chief Korinek thanked Council for the purchase of duty weapons supporting the Police Department.
Chief of Fire Department: Chief Bender: No Report.

Report of the Mayor

Mayor Kingston said home days set up has been going on and thanked everyone in the city, specifically the Service Department. A lot of work goes into setting up for this event and for information on all the fun festivities, check the website. Events start Friday at 5 PM. Fireworks on Saturday. Mayor Kingston said not many streets in the area that aren't under construction, with barrels this year in town. Please use caution in work zones, remain alert to changing traffic patterns. And allow extra travel time when needed. The safety of residents, contractors, and city crews, most importantly, remain a top priority.

Comments:

Christina Lakatos, 6556 Lloyd Drive, on behalf of the board of BBH Pride. She took the opportunity to wish everyone a happy Pride Month. June is Pride Month, and we're excited to celebrate it in many ways. So we'll be at Home Days this weekend. We'll have a booth there, so we look forward to welcoming everyone there. We'll have some fun merchandise to give away. And of course, the following weekend on the 27th, there will be BBH Pride Fest in Broadview Heights so we hope to see you all there it is always just an amazingly fun time. I hope to see a lot of people that we've had a few thousand people now coming every year. She also invited the City of Brecksville to recognize June as Pride Month and to potentially issue a proclamation to that effect. Ms. Lakatos sent Council an email and a letter yesterday and she read that now, "Dear Mayor Kingston and members of City Council, I write to you on behalf of BBH Pride to ask the City of Brecksville to recognize June as Pride Month and to issue a proclamation on behalf of its recognition. Pride Month began as Pride Day, commemorating the protests at the Stonewall Inn in New York City in response to police raids targeting homosexual patrons. The Stonewall (Audio not transcribed) for gay and lesbian individuals, which ultimately grew to encompass all individuals who identify as LGBTQ+. Pride Day and later Pride Month honors the contributions of LGBTQ+ Americans to our shared history and the sacrifices many made in the pursuit of equal rights, which continues to this day. Importantly, Pride Month, while recognizing its serious origins, is also a month of joyful celebrations. If you have ever been to a Parade or BBH Pride Fest, you are surrounded by fun and revelry. These are events that allow everyone in attendance to be themselves and as the name reflects, be proud of who they are. Though Pride Month and other Pride events have been painted as political, it is important for us to remember that equality for all is not a partisan issue. Moreover, commemorating Pride Month is not a zero-sum game that prevents us from celebrating people of other backgrounds. LGBTQ+ individuals themselves come from a wide variety of backgrounds and are part of the fabric of our society, as well as valued members of our Brecksville community, serving as police officers, teachers, soldiers, and politicians. Recognizing Pride Month is a way of signaling that we are all intertwined, regardless of identity. The cities of Broadview Heights and Parma have issued Pride Month proclamations, (National Guard Corps) Which I send to all of you, and Independence and North Royalton have also expressed interest. I urge you to join our neighbors in celebrating the contributions of all Brecksville residents. Thank you so much for your time, I appreciate it. - Thank you.

Council Member Stucky said the Home Days Run is on Sunday June 21st. This is the 16th year. Proceeds benefit high school student scholarships and we give donations to the Kick It for Kids Cancer. So if anybody would like to help with the race and volunteer, sign up begins at 7:00 AM and the event starts at 8 o'clock and 805.

Adjournment

8:53 PM
Motion by Caruso.
Second: Ganim
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Stucky.
Voting No: Koepke.
Abstain: None.

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MOTION CARRIED: 6 - Ayes, 0 - Nays, 0-Abstain.

President of Council

Clerk of Council

Mayor and Safety Director: Daryl Kingston

City Council Members: Dominic Caruso, President; Beth Savage, Vice President; Dan Bender; AJ Ganim; Mark Jantzen; Ann Koepke; Brian Stucky.

Clerk: Tammy Tabor

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5872

**AN ORDINANCE AUTHORIZING THE MAYOR TO
ENTER INTO A DEVELOPMENT AGREEMENT WITH
VA CURRENT, LLC; AND DECLARING AN EMERGENCY**

WHEREAS, Chapter 1119 of the Codified Ordinances of the City requires the completion of all public improvements within a development area, with a guarantee of completion; and

WHEREAS, VA Current, LLC desires to install these required improvements, to deposit a Financial Assurance, and has presented its Improvement Plan to the City; and

WHEREAS, the City has established and the developer has agreed to fund, a Private Purpose Trust Fund, being Fund No. 781, in the amount of One Hundred Eighty Thousand, Two Hundred and 00/100 Dollars (\$180,200.00) for the improvements provided for in the Development Agreement and the Improvement Plans.

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 is hereby authorized to execute a Development Agreement on behalf of the City of Brecksville with VA Current LLC, relating to the installation of roadway and infrastructure improvements, a copy of such Development Agreement is attached hereto, expressly made a part hereof by reference and marked 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, non-tax revenue, 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 to commence required work on the roadway and infrastructure improvements, 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: _____ First Reading: _____

Second Reading: _____

APPROVED: _____ Third Reading: _____

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"

DEVELOPMENT AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this 16th day of June 202 6 by and between the **City of Brecksville**, an Ohio Municipal Corporation, hereinafter referred to as "CITY;" and **VA CURRENT, LLC**, an Ohio limited liability company, hereinafter referred to as "DEVELOPER."

WITNESSETH

WHEREAS, the Improvement Plans of **Valor Acres Mixed Use – CSA, Site Roadway and Infrastructure Plans** hereinafter referred to as the "Subdivision" have been previously presented to the Council of CITY for approval; and

WHEREAS, DEVELOPER will be installing certain improvements in accordance with Chapters 1119 and 1123 of the Codified Ordinances of the CITY; and

WHEREAS, Chapter 1119 of the Codified Ordinances of the CITY requires the completion of all public improvements within a development area, with a guarantee of completion; and

WHEREAS, DEVELOPER desires to install these required improvements, to deposit a Financial Assurance, as defined below, and has presented its Improvement Plan to CITY, a copy of said plan is attached hereto and marked Exhibit "A" (the "Improvement Plan"); and

WHEREAS, the City has established and the DEVELOPER has agreed to fund, a Private Purpose Trust Fund, being Fund No. 781, in the amount of One Hundred Eighty Thousand

Two Hundred and 00/100 Dollars (\$180,200.00) for the improvements provided for in this Development Agreement and the Improvement Plans.

NOW, THEREFORE, the CITY and DEVELOPER hereby mutually promise and agree as follows:

1. DEVELOPER promises and agrees that on or before the expiration of twenty four (24) months from the date hereof, it will construct, install and maintain, within the areas shown and described on the Improvement Plan, at its sole expense, and without any cost, expense or liability whatsoever to the CITY, 1,800 linear feet of Brecksville Road public sidewalks, one entrance apron in the Brecksville Road right-of-way, one street crossing and water line tap, and the restoration of all the tree lawn areas within the public rightof-way's as shown in the Improvement Plans. All of the improvements shall be installed in accordance with the plans and specifications approved by the Engineer of the CITY as contained in the Improvement Plan and in accordance with the ordinances, regulations and specifications of the CITY, and in the case of water mains by the Utilities Department of the City of Cleveland.

2. Intentionally Omitted.

3. DEVELOPER further agrees that the Improvements will be accepted by the CITY upon its completion and approval by the Engineer of the CITY in accordance with the ordinances and regulations of the CITY, to maintain said improvements in good repair and free from defects for a period of two (2) years following the acceptance of the dedication thereof to public use by the CITY, regardless of whether such defects arise from defects in workmanship or defective materials.

4. DEVELOPER will deposit funds in the amount of One Hundred Eighty Thousand Two Hundred and 00/100 Dollars (\$180,200.00) to be placed in Private Purpose Trust Fund No. 781 (the "Trust Fund"), to be used solely to finance and pay the total cost of all the public Improvements as provided for in this Agreement. CITY and DEVELOPER agree that disbursement of the aforesaid funds shall be made only upon certification by the Project Engineer, approved by the DEVELOPER and the Engineer of the CITY in accordance with the terms of an Escrow Agreement, attached hereto as Exhibit B.

5. Intentionally Omitted.

6. DEVELOPER further agrees that as a condition of and prior to the acceptance by the CITY of the dedication to the public use of said infrastructure contained in the Subdivision, it will furnish to the CITY a surety bond in the penal sum or amount of not less than Forty-Five Thousand Fifty and 00/100 Dollars (\$45,050.00) (the "Financial Assurance" representing 25% project cost), guaranteeing the quality of materials and the performance of repairs of all public improvements as contained within said Subdivision which result from defects in materials and/or workmanship, or otherwise for a period of two (2) years following the acceptance of the dedication of streets and roads in said Subdivision to the public use by the CITY as provided herein.

7. DEVELOPER further agrees that during the aforesaid two (2) year period, it shall at its sole expense, repair all faults and defects of every kind and nature, whether arising out of defects in workmanship or defective materials. The parties agree that DEVELOPER is not responsible for ordinary maintenance of the Subdivision improvements or for repairs which are not

the result of defective workmanship and/or equipment by DEVELOPER or anyone performing work on DEVELOPER'S behalf.

8. In addition to the Financial Assurance required in Paragraph 6 above, at the time DEVELOPER desires to obtain approval and acceptance by the CITY of the aforesaid improvements, DEVELOPER agrees that it will, as a condition precedent to the said acceptance by the CITY and disbursement of the Trust Fund Deposit from the Trust Fund to DEVELOPER, provide the CITY with the following documents in accordance with the standard procedures of the following entities: certificates or other reasonably acceptable communications from the Utilities Department of the City of Cleveland in the case of water mains except where the withholding of approval is due to the non-performance of acts required to be performed by CITY; and the Engineer of the CITY, respectively, stating that said water mains, sidewalks, pavement repairs, and restoration, all appurtenances thereto and all other improvements as set forth in Paragraph 1. above have been properly installed in accordance with the Improvement Plan and the ordinances of the CITY, and that the construction and installation thereof have been duly completed, inspected and approved by each of the hereinbefore mentioned respective entities.

9. Intentionally Omitted

10. Intentionally Omitted

11. DEVELOPER currently has a balance on deposit with the CITY'S Finance Director, that balance shall be the initial amount on deposit (the "Expense Fund") to defray the cost of legal, engineering and inspection fees, costs and expenses incurred by the CITY, and the Finance Director is hereby authorized and directed to disburse said sum upon proper billing to the CITY for

said services. DEVELOPER acknowledges that the Expense Fund is based upon an estimate and that in the event said sum is insufficient to fully pay all of the aforementioned expenses of the CITY, DEVELOPER shall deposit such additional sums as may be reasonably required upon the request of the Finance Director of the CITY. Any unused portion of the Expense Fund shall be refunded to DEVELOPER upon providing the Financial Assurance.

12. DEVELOPER agrees that simultaneously with the execution of this Agreement, and before any work hereunder is commenced, it will submit evidence to the reasonable satisfaction of the Law Director of the CITY, that it, or its contractors, have obtained general liability and property damage insurance covering and insuring the CITY as its interests may appear against any liability whatsoever in the amount of Two Million Dollars (\$2,000,000) for injury or death to any one person, with a minimum aggregate limit of Two Million Dollars (\$2,000,000), and two million dollars (\$2,000,000) for property damage, which insurance shall be furnished and maintained at the expense of the DEVELOPER until all the work agreed to be done by the DEVELOPER has been fully completed and accepted. DEVELOPER may provide such insurance under a blanket type of insurance provided the CITY is properly named as an additional insured thereunder in accordance with the provisions of this Agreement. DEVELOPER shall be liable for any damages, whether direct or indirect, to any underground or aboveground utilities in the aforementioned Subdivision caused by DEVELOPER or its contractors, subcontractors, agents and/or employees; and further agrees to comply both singularly and on behalf of the CITY with the provisions contained in Section 153.64 of the Ohio Revised Code and any amendments made thereto to the extent said Section shall be applicable.

13. DEVELOPER agrees to comply with the State Law known as the Worker's Compensation Act, and any amendments made thereto, and to cause to be covered thereunder all employees working for the DEVELOPER, or its agents, and the DEVELOPER agrees to defend, indemnify and hold harmless the CITY and its officers, agents and employees from all claims, demands, payments, loss and expenses, including reasonable attorney fees, suits, actions, recoveries and judgments of every kind and description, whether or not well founded in law, made, brought or recovered against it, arising from any cause whatever or for any reason whatever connected with the performance of this Agreement by DEVELOPER or its agents, contractors, subcontractors or employees, including any of the foregoing arising in consequence of insufficient protection or of the use of any patented invention by said DEVELOPER.

14. DEVELOPER agrees that the performance of this Agreement by it shall be solely at its expense and cost, and at no expense or cost, to, or liability or obligation of the CITY, except for reimbursement of funds as provided in this Agreement.

15. DEVELOPER agrees, if applicable hereunder, to deliver to the CITY a Title Insurance Policy in the fair market value as determined by the Mayor of the CITY, showing title to private property conveyed to the CITY by dedication, easement, if any, or otherwise to be vested in the CITY free and clear of all liens and encumbrances, except for taxes and assessments, which are a lien, but not yet due and payable.

16. This Agreement shall be binding upon any successors in interest, assignee, heir, executor, administrator or trustee of DEVELOPER, and DEVELOPER agrees that prior to any voluntary or involuntary assignment of this Agreement, to obtain a written statement forwarded to

CITY acknowledging the obligation of any successor in interest to comply with the terms of this Agreement.

17. Prior to the issuance of any certificates of occupancy within the Subdivision, all street pavements, curbs, sanitary sewer systems, storm drainage systems, water mains, electric lines, gas lines, cable television and phone lines and required appurtenances shall be completed and approved by the City Engineer.

18. In the event DEVELOPER fails to perform any of its obligations under this Agreement, CITY shall provide DEVELOPER with reasonably acceptable communications and DEVELOPER shall have thirty (30) days thereafter to cure such failure prior to CITY having the right to disburse to itself any of the Trust Fund Deposit from the Trust Fund, provided, however, if DEVELOPER'S failure cannot reasonably be cured within said thirty (30) day period, DEVELOPER shall not have failed to perform hereunder so long as DEVELOPER begins the cure within said thirty (30) day period and diligently pursues the cure to completion, except that in an emergency situation as reasonably determined by the CITY, the CITY may proceed to cure and disburse to itself funds necessary to so cure.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures upon this Agreement as duly authorized agents, warranting that they are empowered to bind their respective party, on the date first written above.

[Execution Page Follows]

WITNESSES:

**CITY OF BRECKSVILLE, OHIO
(AS TO "CITY")**

Mayor Daryl J. Kingston

Laura Starosta, Finance Director

Approved as to Form Only:
David J. Matty, Director of Law

WITNESSES:

Jessica Mrukowski
Makyla Stokowski

**VA CURRENT, LLC:
(AS TO "DEVELOPER")**

By: 

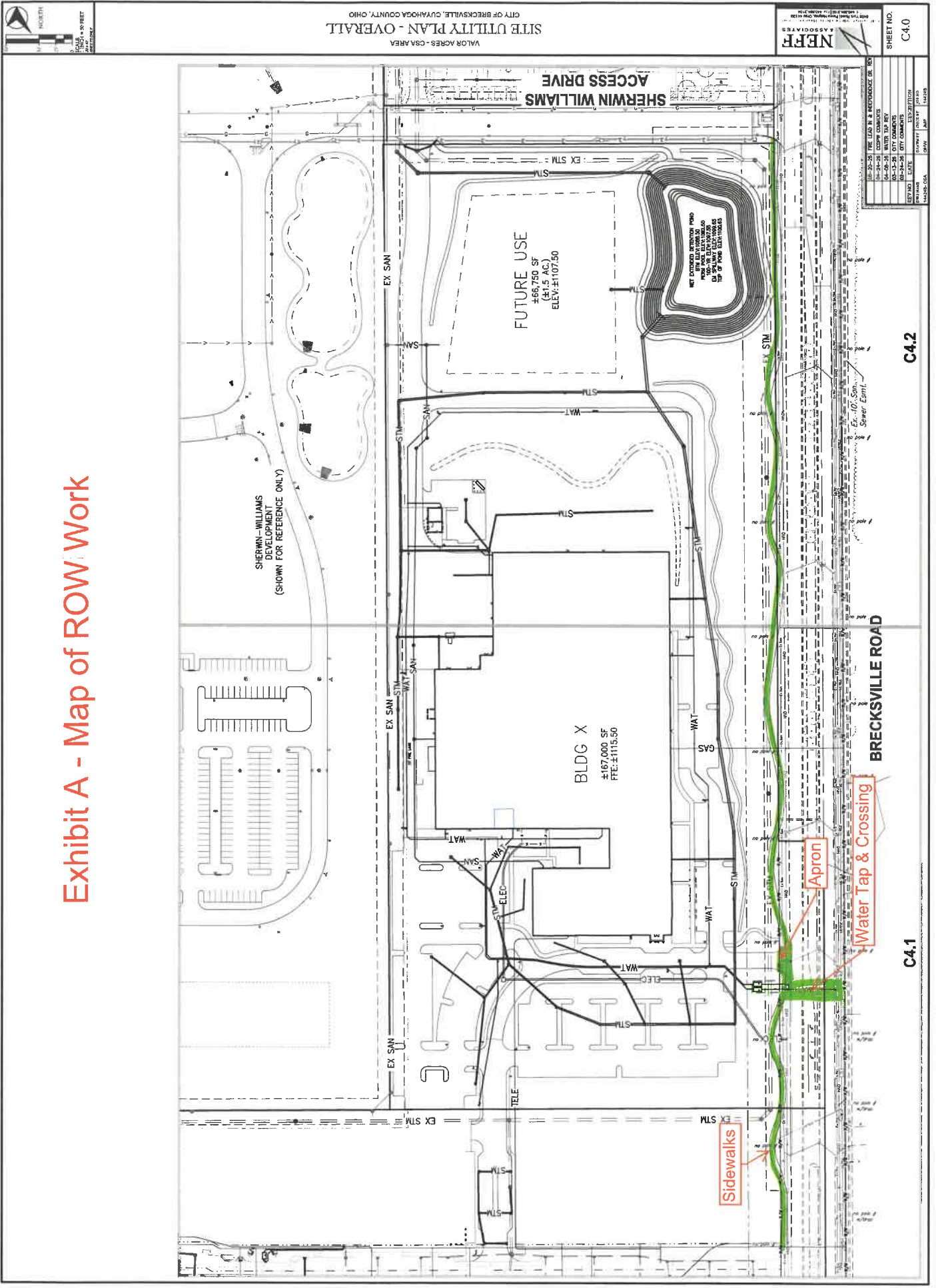
Print Name: Kevin DiGeronimo

Title: Manager

EXHIBIT "A"

THE IMPROVEMENT PLAN

Exhibit A - Map of ROW Work



SCALE: 1" = 40' FEET
 DATE: 04-08-20
 SHEET NO. C4.0

SHERWIN WILLIAMS DEVELOPMENT
 (SHOWN FOR REFERENCE ONLY)

BLDG X
 ±167,000 SF
 PFE: ±1113.50

FUTURE USE
 ±66,750 SF
 (±1.5 AC.)
 ELEV: ±1107.50

SHERWIN WILLIAMS
 ACCESS DRIVE

BRECKSVILLE ROAD

Sidewalks

Apron

Water Tap & Crossing

Sewer Esmt.

DATE	DESCRIPTION
04-08-20	PRELIMINARY
04-08-20	WATER TAP KEY
04-08-20	CITY COMMENTS
04-08-20	DESIGN
04-08-20	CONSTRUCTION
04-08-20	FINAL

NEFF ASSOCIATES
 14400 BUCKLEUP DRIVE
 CLEVELAND, OHIO 44130
 TEL: (216) 231-7700
 FAX: (216) 231-7701
 WWW.NEFFASSOCIATES.COM

VALOR ACRES - CSA AREA
 CITY OF BRECKSVILLE, CUYAHOGA COUNTY, OHIO
 SHEET NO. C4.0

C4.2

C4.1



May 28, 2026

City Of Brecksville
9069 Brecksville Road
Brecksville, Ohio 44141

RE: Valor Acres Mixed Use – CSA Project Public Work Estimate

This estimate is based on the drawings titled “Valor Acres- Mixed Use CSA”, dated 5-20-26 and consisting of 45 pages. This estimate will be utilized as the basis of cost, referenced in the Development Agreement for the CSA Project.

Description	
Sidewalks in ROW (1800LF x 8’ wide)	\$115,200
Entrance Aprons in ROW (1ea.)	\$ 20,000
Seeding	\$ 5,000
Road Restoration	\$ 15,000
Water Tap	\$ 25,000
Total	\$180,200

On behalf of Neff and Associates, the Civil Engineer of Record, I have reviewed the cost estimate. I confirm that the estimate is line with other similar projects of this nature.

Jeffrey Plautz P.E.
Neff & Associates

Respectfully,

Joshua D. Decker

“Exhibit B”

ESCROW AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of June, 2026, by and between the **City of Brecksville**, an Ohio Municipal Corporation, hereinafter referred to as “**CITY;**” and **VA CURRENT, LLC**, an Ohio limited liability company, hereinafter referred to as “**DEVELOPER.**”

WITNESSETH

WHEREAS, DEVELOPER will cause the funding of sums into the Private Purpose Trust Fund being Fund No. 781, hereinafter referred to as “**ACCOUNT,**” in the amount of One Hundred Eighty Thousanda Two Hundred and 00/100 Dollars (\$180,200.00), whereby CITY has agreed to hold such funds as set forth in the Subdivision Agreement between CITY and DEVELOPER of even date herewith (the “**Development Agreement**”) for the purpose of ensuring completion of the Improvements for the Valor Acres Mixed Use – CSA, Site Roadway and Infrastructure Plans “**Subdivision**), including constructing and installing 1,800 linear feet of Brecksville Road public sidewalks, one entrance apron in the Brecksville Road right-of-way, one street crossing and water line tap, and the restoration of all the tree lawn areas within the public right-of-way’s as shown in the Improvement Plans and guaranteeing the maintenance of the aforesaid improvements and completion thereof, in accordance with the Development Agreement.

WHEREAS, it is the agreement of the CITY and the DEVELOPER that disbursement of said funds from the ACCOUNT shall be made only upon certification by the Project Engineer, approved by the Engineer of the CITY, as to the cost and reasonable value of the disbursement

and progress of the aforesaid improvements to the date of each disbursement. However, in no event shall the Financial Assurance (as defined in the Development Agreement), herein referred to as the "Account," have a balance less than \$25,000 Twenty-Five Thousand dollars.

NOW, THEREFORE, in consideration of the foregoing, the CITY and DEVELOPER agree as follows:

1. The disbursement of funds by CITY from the ACCOUNT with respect to the payment of any and all statements for labor and materials in connection with the aforesaid improvements of the Subdivision, and the improvement plans therefor, shall be made only upon receipt by the CITY of payment certificates from the Project Engineer, approved by DEVELOPER and the Engineer of CITY, Donald Bohning & Associates, or its successors in office, that said certificates reflect the reasonable cost and reasonable value of the completion of the development to the date of each disbursement. The Engineer of the CITY agrees to promptly review and approve or disapprove payment certificates within seven (7) days after the same have been submitted to him. Upon receipt of said payment certificate from the Engineer of the CITY, the CITY shall then make the appropriate disbursement of funds except that the CITY shall hold Five (5) Percent of such funds from each pay application as retainage until the development is completed other than sidewalks, which have their own deposit, and approved by the City Engineer and DEVELOPER has posted the Bonds. Provided, however, that in the event the DEVELOPER does not diligently pursue or does not complete the construction of the required improvements in accordance with the terms and conditions of the Development Agreement and the ordinances of the CITY, subject to applicable notice and cure periods, unless such time is extended by the CITY upon request of the DEVELOPER for good cause shown, the CITY, upon thirty (30) days written notice to the DEVELOPER, shall have the right to complete the installation of the required improvements, as

shown on the approved plans and specifications. The cost to the CITY of installing such improvements shall be paid from the funds of the ACCOUNT to the CITY in the same manner as specified above without the necessity of approvals by the Project Engineer and DEVELOPER. All funds remaining, if any, after satisfaction of all obligations of DEVELOPER to the CITY with respect to the Subdivision shall be promptly returned to DEVELOPER.

2. It is further agreed between CITY and DEVELOPER that DEVELOPER hereby releases the CITY from any and all responsibility, claims or liability of any kind whatsoever which may arise out of the application of funds to CITY upon default of DEVELOPER, as provided herein, except for reimbursement of funds from the ACCOUNT as provided in this Agreement and the Development Agreement. The DEVELOPER, however, shall remain liable for the full amount of the cost of the installation of the required improvements in excess of the funds in the ACCOUNT.

3. This Agreement shall be binding upon any successors in interest, assignee, heir, executor, administrator or trustee of DEVELOPER. Prior to any voluntary or involuntary assignment of this Agreement, DEVELOPER agrees, to obtain a written statement forwarded to CITY acknowledging the obligation of any successor in interest to comply with the terms of this Agreement.

[Execution Page Follows]

WITNESSES:

**CITY OF BRECKSVILLE, OHIO
(AS TO "CITY")**

Mayor Daryl J. Kingston

Laura Starosta, Finance Director

Approved:
David J. Matty, Director of Law

WITNESSES:

Jessica Mrukowich
Marylou Abraham

**VA CURRENT, LLC:
(AS TO "DEVELOPER")**

By: K-DiG

Print Name: Kevin DiGeronimo

Title: Manager

**A RESOLUTION AUTHORIZING THE MAYOR,
ON BEHALF OF THE CITY OF BRECKSVILLE,
TO PROVIDE A GRANT TO THE BRECKSVILLE-
BROADVIEW HEIGHTS COMMUNITY AWARENESS
AND PREVENTION ASSOCIATION FOR THE
PARTIAL FUNDING AND OPERATION OF
PREVENTION AND INTERVENTION SERVICES;
AND DECLARING AN EMERGENCY**

WHEREAS, the Mayor and City Council believe that it is in the furtherance of the public's health, safety and welfare to help fund the Brecksville-Broadview Heights Community Awareness and Prevention Association.

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 is hereby authorized, on behalf of the City of Brecksville, to provide a grant in the amount of ten thousand dollars (\$10,000.00) to the Community Awareness and Prevention Association for the partial funding and operation of prevention and intervention.

SECTION 2. The Council hereby appropriates the sum of ten thousand dollars (\$10,000,00) to effectuate the provisions contained in Section 1 hereof. 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 relates to the continued operation of the Community Awareness and Prevention Association, 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: _____

APPROVED: _____

MAYOR

CLERK OF COUNCIL

**AN ORDINANCE AMENDING
ORDINANCE NO. 5839 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. 5839 be amended to read as follows:

A. FULL TIME JOBS

**EFFECTIVE DATE
12/14/2025
SALARY RANGE
ANNUALLY**

MINIMUM MAXIMUM

Executive, Administrative and Management

Building Commissioner or Building Official	\$85,000.00	\$140,000.00	<u>\$145,000.00</u>	Annually
Director of Finance	\$85,000.00	\$140,000.00	<u>\$145,000.00</u>	Annually
Director of Human Services	\$85,000.00	\$140,000.00	<u>\$145,000.00</u>	Annually
Director of Planning & Community Develop.	\$85,000.00	\$140,000.00	<u>\$145,000.00</u>	Annually
Director of Public Service	\$85,000.00	\$140,000.00	<u>\$145,000.00</u>	Annually
Director of Purchasing	\$85,000.00	\$140,000.00	<u>\$145,000.00</u>	Annually
Director of Recreation	\$85,000.00	\$140,000.00	<u>\$145,000.00</u>	Annually
Fire Chief	\$85,000.00	\$140,000.00	<u>\$145,000.00</u>	Annually
Police Chief	\$85,000.00	\$140,000.00	<u>\$145,000.00</u>	Annually
Prosecutor/ Assistant Law Director	\$85,000.00	\$140,000.00	<u>\$145,000.00</u>	Annually
Administrative Assistant	\$55,000.00	\$105,000.00	<u>\$108,000.00</u>	Annually
Assistant Building Commissioner	\$55,000.00	\$105,000.00	<u>\$108,000.00</u>	Annually
Assistant Director of Finance	\$55,000.00	\$105,000.00	<u>\$108,000.00</u>	Annually
Assistant Purchasing Director	\$55,000.00	\$105,000.00	<u>\$108,000.00</u>	Annually
Athletics/ Facility Coordinator	\$55,000.00	\$105,000.00	<u>\$108,000.00</u>	Annually
AV/ Technology and Communications Tech.	\$55,000.00	\$105,000.00	<u>\$108,000.00</u>	Annually
Building Inspectors	\$55,000.00	\$105,000.00	<u>\$108,000.00</u>	Annually
Clerk of Council	\$55,000.00	\$105,000.00	<u>\$108,000.00</u>	Annually
Clerk of Courts	\$55,000.00	\$105,000.00	<u>\$108,000.00</u>	Annually
Human Resource Specialist	\$55,000.00	\$105,000.00	<u>\$108,000.00</u>	Annually
Supervisor of Payroll - Personnel	\$55,000.00	\$105,000.00	<u>\$108,000.00</u>	Annually
Payroll Supervisor	\$55,000.00	\$105,000.00	<u>\$108,000.00</u>	Annually
Planning and Zoning Coordinator/Inspector (Effective 4/21/24)	\$55,000.00	\$105,000.00	<u>\$108,000.00</u>	Annually
Visual Communications Coordinator	\$55,000.00	\$105,000.00	<u>\$108,000.00</u>	Annually
Animal Warden	\$40,000.00	\$80,000.00	<u>\$82,000.00</u>	Annually
Aquatics Administrative Coordinator	\$40,000.00	\$80,000.00	<u>\$82,000.00</u>	Annually
Aquatics Facilities Coordinator	\$40,000.00	\$80,000.00	<u>\$82,000.00</u>	Annually
Building Maintenance & Housekeeping Supervisor	\$40,000.00	\$80,000.00	<u>\$82,000.00</u>	Annually
Field House Coordinator	\$40,000.00	\$80,000.00	<u>\$82,000.00</u>	Annually
Financial/ Customer Service Clerk Recreation	\$40,000.00	\$80,000.00	<u>\$82,000.00</u>	Annually

Fitness Center Coordinator/ Recreation	\$40,000.00	\$80,000.00	<u>\$82,000.00</u>	Annually
Records Clerk - Police	\$40,000.00	\$80,000.00	<u>\$82,000.00</u>	Annually
Recreation Clerk	\$40,000.00	\$80,000.00	<u>\$82,000.00</u>	Annually
Food Service Operations Manager	\$40,000.00	\$80,000.00	<u>\$82,000.00</u>	Annually
Administrative Assistant to Fire Chief	\$30,000.00	\$65,000.00	<u>\$67,000.00</u>	Annually
Building Supervisor – Recreation	\$30,000.00	\$65,000.00	<u>\$67,000.00</u>	Annually
Fitness Assistant	\$30,000.00	\$65,000.00	<u>\$67,000.00</u>	Annually
Receptionist	\$30,000.00	\$65,000.00	<u>\$67,000.00</u>	Annually
Secretary-Clerks	\$30,000.00	\$65,000.00	<u>\$67,000.00</u>	Annually
Senior Lifeguard Instructor	\$30,000.00	\$65,000.00	<u>\$67,000.00</u>	Annually

B. PART TIME JOBS

	<u>MINIMUM</u>	<u>MAXIMUM</u>	
Economic Development Director	\$40,000.00	\$45,000.00	Annually
Planning and Zoning Coordinator	\$20.00	\$40.00	Hourly
Electric, Plumbing and Building Inspectors	\$20.00 (Effective 12/04/22)	\$40.00	Hourly
Kitchen Supervisor	\$15.00	\$25.00	Hourly
Assistant Animal Warden	State/Federal Minimum Wage/hour	\$19.00	Hourly
Telephone Receptionists	State/Federal Minimum Wage/hour	\$18.00	Hourly
Kitchen Aides	State/Federal Minimum Wage/hour	\$16.75	Hourly
Deputy Clerk of Courts	\$10.00	\$25.00	Hourly
Property Maintenance Inspector	\$15.00	\$30.00	Hourly
Program Coordinator	\$20.00	\$37.00	Hourly

EFFECTIVE DATE

12/14/2025

SALARY RANGE

C. SPECIAL JOBS

Recording Secretary-Boards Commissions	State/Federal Minimum Wage/hour	\$24.00
Desk Clerks – Recreation	State/Federal Minimum Wage/hour	\$20.00
Life Guards – Recreation	State/Federal Minimum Wage/hour	\$20.00
Program-Supervisors/Recreation	State/Federal Minimum Wage/hour	\$20.00
Recreational Employees	State/Federal Minimum Wage/hour	\$20.00
Mayor’s Court Magistrates	\$350.00/diem	\$350.00/diem
Safety Town Teacher	\$220.00/diem	\$220.00/diem
Clerk	State/Federal Minimum Wage/hour	\$20.00
Information Technology Assistant	State/Federal Minimum Wage/hour	\$24.00

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.

POLICE DEPARTMENT

EFFECTIVE DATE

12/14/2025

A. Full Time Personnel

Lieutenant	\$117,690.82 <u>\$121,810.00</u>	Annually
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B. Part Time Personnel

	<u>MINIMUM</u>	<u>MAXIMUM</u>	
Special Police	\$20.00	\$30.00	Hourly
Police Clerks	\$12.00	\$26.00	Hourly

FIRE DEPARTMENT

EFFECTIVE DATE

12/14/2025

A. Full Time Personnel

Executive Fire Lieutenant	\$108,935.00 <u>\$113,124.87</u>	Annually
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B. Part Time Personnel

Firemen and Officers	Volunteer	
Emergency Duty	\$30.28	Hourly
Non-Emergency Duty/Non-Paramedic	\$22.10	Hourly
Non-Emergency Duty/Paramedic	\$28.38	Hourly

SERVICE DEPARTMENT

EFFECTIVE DATE

12/14/2025

A. Full Time Personnel

Service Grade VI*	\$26.70 \$27.63	Hourly
Service Grade V**	\$29.99 \$31.04	Hourly
Service Grade IV***	\$33.25 \$34.41	Hourly
Service Grade III***	\$36.58 \$37.86	Hourly
Service Grade II***	\$37.50 \$38.81	Hourly
Service Grade I***	\$38.52 \$39.87	Hourly
Assistant Foreman	\$44.35 \$45.90	Hourly
Foreman	\$50.68 \$52.45	Hourly
Building Engineer II***	\$35.18 \$36.41	Hourly
Building Engineer I***	\$37.51 \$38.82	Hourly
Building Engineer Supervisor	\$48.55 \$50.25	Hourly
Tree Warden/Horticulturist	\$41.72 \$43.18	Hourly

MINIMUM

MAXIMUM

Building Maintenance Workers	\$15.00	\$27.00 Hourly
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*Grade VI employees move to Grade V after 12 months of satisfactory service.

** Grade V employees move to Grade IV after 36 months of continuous, satisfactory service as a Grade V employee.

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

STEPS

Housekeeping Supervisor Grade III	24 months	\$20.87 Hourly
Housekeeping Supervisor Grade II	12 months	\$19.77 Hourly
Housekeeping Supervisor Grade I	Entry	\$18.67 Hourly
Housekeeping Staff Grade III	24 months	\$17.56 Hourly
Housekeeping Staff Grade II	12 months	\$16.47 Hourly
Housekeeping Staff Grade I	Entry	\$15.37 Hourly

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

B. Part Time Jobs

MINIMUM

MAXIMUM

Part Time

Building Maintenance Worker	\$15.00	\$25.00 Hourly
Part Time Service (Effective 4/19/2022)	\$14.00	\$18.00 Hourly

Seasonal

Seasonal Service	\$14.00	\$18.00 Hourly
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SECTION 2. All payments to be made by direct deposit, unless otherwise determined by the Finance Department to pay via paper check.

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

SECTION 4. Ordinance No. 5839 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: _____

APPROVED: _____

MAYOR

CLERK OF COUNCIL

**AN ORDINANCE AUTHORIZING THE MAYOR
TO ENTER INTO A 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 Collective Bargaining Agreement with the Ohio Patrolmen's Benevolent Association representing the Brecksville Police Department Patrolmen for a period beginning January 1, 2026 and ending December 31, 2028, 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, 2025, 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: _____

APPROVED: _____

MAYOR

CLERK OF COUNCIL

**EXHIBIT “A”
AN AGREEMENT**

between

THE CITY OF BRECKSVILLE

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(PATROLMAN)

EFFECTIVE: January 1, 2026

EXPIRES: December 31, 2028

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PREAMBLE

ARTICLE 1

Section 1. This Agreement is hereby entered into by and between the City of Brecksville, hereinafter referred to as "the Employer", and the 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 half 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 overtime 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). Requests submitted more than two (2) weeks in advance shall be approved or denied at least two (2) weeks prior to the requested date; however, employees are permitted to submit requests with less than two (2) weeks' notice.

Section 8. All time when an Employee is called back after normal daily scheduled hours that does not about 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-eight (88) hours of holiday leave comprised of the following holidays recognized by the employer:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Veterans' Day
Good Friday	Thanksgiving
Easter Sunday	Christmas Day
Memorial Day	

Two Floating Holidays (Not counted in Holiday Leave may be eight (8) or twelve (12) hours)

Section 2. Holiday leave shall be credited to employees in the next calendar year. Any new employees shall receive a prorated amount for holidays since employment for the initial year. 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. The currently available holiday leave balance plus any prorated amount for holidays since the start of the year will be paid to the employee at the time of separation from the city at the employee's current rate of pay.

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 employees option, shall be paid one-third ($\frac{1}{3}$) of the value of his accrued but unused sick leave credit or employee gets paid for one-third ($\frac{1}{3}$) 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 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, stepchild, mother, father, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother and stepfather. 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) 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 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. While on paid military leave under this Section, employees will continue to accrue vacation, sick leave and time off leave benefits.

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.

While receiving this pay supplement under this Section, employees do not continue to accrue any time off or sick leave benefits. In the event employees are approved to use their accrued time while on extended military leave under this Section, they will accrue time off and sick leave accruals while on paid time off.

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. For all full-time police patrolman, the annual salary paid shall be as follows:

<u>Patrol CBA</u>	<u>Effective December 14, 2025</u>	<u>Effective December 27, 2026</u>	<u>Effective December 26, 2027</u>
Patrolman Grade IV	\$ 73,913/year	\$ 76,389/year	\$ 78,948/year
Patrolman Grade III	\$ 81,739/year	\$ 84,477/year	\$ 87,307/year
Patrolman Grade II	\$ 89,523/year	\$ 92,522/year	\$ 95,621/year
Patrolman Grade I	\$ 97,332/year	\$100,593/year	\$103,963/year

Section 2. 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 whereby the hourly rate will be determined by dividing the applicable annual pay by 2,080 hours.

The city compensates its employees by issuing paychecks on a bi-weekly basis. This method of payments results in 26 pay periods during most calendar years. In certain years, this method of payment results in a 27th pay period. In a year that has 27 bi-weekly pay periods, the above annual pay shall be divided by 26 and paid 27 times bi-weekly.

Section 3. 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 4. 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). This compensation shall be included in every pay period.

LONGEVITY

ARTICLE 30

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

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

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

MISCELLANEOUS

ARTICLE 31

Section 1. 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 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, 2026, each employee shall be paid, annually, a uniform allowance in the amount of one thousand six hundred dollars (\$1,600.00). Such payment shall be by a single separate non-salary payment prior to January 31st of each year.

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 borne by said employee.

FIELD TRAINING OFFICER PREMIUM

ARTICLE 45

Section 1. Effective March 1, 2026, 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 \$50.00 and in the event of a 12-hour shift, \$60.00 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, 2026 and shall remain in full force and effective through December 31, 2028. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2028, notice of such a desire shall be given prior to October 1, 2028

EXECUTION

ARTICLE 48

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 2026.

FOR THE CITY OF BRECKSVILLE

FOR THE OPBA

MAYOR DARYL J. KINGSTON



EXHIBIT A



**City of Brecksville
Medical Benefit & Rate Comparison**

Medical Mutual - Renewal Plans & Contributions						
Benefits	RED		WHITE		BLUE - HSA	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Coinsurance	90%	90%	80%	60%	100%	60%-100%
Deductible	\$100/\$200	\$100/\$200	\$300/\$600	\$800/\$1,600	\$3,400/\$6,800 (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 \$1,406.91 per Single / \$2,774.74 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)	\$3,400/\$6,800 (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 Retail	Shoebox Rx Program 80% up to Max Out-of-Pocket then 100%	MMO will reimburse 75% of allowed charges less any coinsurance	Shoebox Rx Program 80% up to Max Out-of-Pocket then 100%	MMO will reimburse 75% of allowed charges less any coinsurance	Shoebox Rx Program 100% after Deductible	MMO will reimburse 75% of allowed charges less any coinsurance
Mail Order (90-day supply unless otherwise noted)	80% up to Max Out-of-Pocket then 100% 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	100% after Deductible	Not Covered

Employee Contributions 2026 - 2028

Enrollment Tier	RED Plan - Monthly Fully Insured Equivalent	WHITE Plan - Monthly Fully Insured Equivalent	BLUE Plan - Monthly Fully Insured Equivalent
Single	EE contribution 2026: 12%; 2027-14%; 2028-16%	EE contribution 2026: 3.5%; 2027: 5.5%; 2028: 7.5%	EE contribution 2026: 0%; 2027: 0%; 2028: 0% ER HSA contribution to be reduced by 2% of premium equivalent each year
Employee+Spouse	EE contribution 2026: 12%; 2027-14%; 2028-16%	EE contribution 2026: 3.5%; 2027: 5.5%; 2028: 7.5%	EE contribution 2026: 0%; 2027: 0%; 2028: 0% ER HSA contribution to be reduced by 2% of premium equivalent each year
Employee+Child(ren)	EE contribution 2026: 12%; 2027-14%; 2028-16%	EE contribution 2026: 3.5%; 2027: 5.5%; 2028: 7.5%	EE contribution 2026: 0%; 2027: 0%; 2028: 0% ER HSA contribution to be reduced by 2% of premium equivalent each year
Family	EE contribution 2026: 12%; 2027-14%; 2028-16%	EE contribution 2026: 3.5%; 2027: 5.5%; 2028: 7.5%	EE contribution 2026: 0%; 2027: 0%; 2028: 0% ER HSA contribution to be reduced by 2% of premium equivalent each year

2026 COBRA Rates (Without 2% Added) and Contributions

Enrollment Tier	RED Plan - Monthly Fully Insured Equivalent	WHITE Plan - Monthly Fully Insured Equivalent	BLUE Plan - Monthly Fully Insured Equivalent
Single	\$1,148.87	\$1,118.54	\$970.56
Employee+Spouse	\$2,412.64	\$2,348.94	\$2,038.18
Employee+Child(ren)	\$1,953.08	\$1,901.53	\$1,649.96
Family	\$3,389.18	\$3,299.71	\$2,863.12

Enrollment Tier	Employee Contribution/Month: 12.0%	Employer Contribution/Month (FIE less EE Contribution)	Employee Contribution/Month: 3.5%	Employer Contribution/Month (FIE less EE Contribution)	Employee Contribution/Month	Employer Contribution/Month (FIE less EE Contribution)
Single	\$137.86	\$1,011.01	\$39.15	\$1,079.39	\$0.00	\$970.56
Employee+Spouse	\$289.52	\$2,123.12	\$82.21	\$2,266.73	\$0.00	\$2,038.18
Employee+Child(ren)	\$234.37	\$1,718.71	\$66.55	\$1,834.98	\$0.00	\$1,649.96
Family	\$406.70	\$2,982.48	\$115.49	\$3,184.22	\$0.00	\$2,863.12

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



City of Brecksville Dental Benefit & Rate Comparison

Effective: January 1, 2026

Benefit	OPTION 1 Delta Dental PPO Plan - Self Funded	
	In-Network	Non-Network
Deductible (Individual/Family)	\$50/\$150	\$50/\$150
Deductible Waived for Preventative	Yes	Yes
Preventative & Diagnostic Exams, cleanings, fluoride, x-rays, sealants, space maintainers	100%	100%
Basic Services Fillings, simple extractions, oral surgery, emergency palliative treatment, relines, repairs	100%	100%
Major Services Dentures, bridges, crowns, implants	60%	60%
Endodontics	100%	100%
Periodontics	100%	100%
Calendar Year Maximum	\$2,500	
Orthodontia Benefit	50% up to \$1,000	
Waiting Period	None for Timely Entrants	
Out of Network Reimbursement	90th UCR	
Network	Delta Dental	
Rate Guarantee	12 Months (1/1/26 - 12/31/26)	
48 Single	OPTION 1 \$38.79	
91 Family	\$109.74	
TOTAL MONTHLY PREMIUM	\$11,848	
TOTAL ANNUAL PREMIUM	\$142,180	
Premium \$ Change from Current	\$10,532	
Percentage % Change from Current	8.0%	

These benefit descriptions have been prepared from material furnished by the insurance carrier. In the event of a discrepancy, the insurance carrier contract will govern.

Rates above are fully insured equivalents. The self-funded rate will be \$13.97 per subscriber per month. Minimum enrollment of 141 subscribers.

**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, 2026 and ending December 31, 2028, 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, 2025, 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: _____

APPROVED: _____

MAYOR

CLERK OF COUNCIL

**EXHIBIT “A”
AN AGREEMENT**

between

THE CITY OF BRECKSVILLE

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(SERGEANTS)

EFFECTIVE: January 1, 2026

EXPIRES: December 31, 2028

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PREAMBLE

ARTICLE 1

Section 1. This Agreement is hereby entered into by and between the City of Brecksville, hereinafter referred to as "the Employer", and the 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 overtime 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 overtime 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). Requests submitted more than two (2) weeks in advance shall be approved or denied at least two (2) weeks prior to the requested date; however, employees are permitted to submit requests with less than two (2) weeks' notice.

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-eight (88) hours of holiday leave comprised of the following holidays recognized by the employer:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day

President's Day
Good Friday
Easter Sunday
Memorial Day

Veterans' Day
Thanksgiving
Christmas Day

Two Floating Holidays (Not counted in Holiday Leave- may be eight (8) or twelve (12) hours)

Section 2. Holiday leave shall be credited to employees in the next calendar year. Any new employees shall receive a prorated amount for holidays since employment for the initial year. 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. The currently available holiday leave balance plus any prorated amount for holidays since the start of the year will be paid to the employee at the time of separation from the city at the employee's current rate of pay.

VACATIONS

ARTICLE20

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 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 benefit 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, stepchild, mother, father, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother and stepfather. 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 (41st) 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. While on paid military leave under this Section, employees will continue to accrue vacation, sick leave and time off leave benefits.

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.

While receiving this pay supplement under this Section, employees do not continue to accrue any time off or sick leave benefits. In the event employees are approved to use their accrued time while on extended military leave under this Section, they will accrue time off and sick leave accruals while on paid time off.

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 14, 2025, the annual salary paid for full-time sergeants shall be the greater of \$109,985.00/year or thirteen percent (13%) greater than the base pay of Patrolman Grade I.

Section 2. Effective December 27, 2026, the annual salary paid for full-time sergeants shall be the greater of \$113,670.00/year or thirteen percent (13%) greater than the base pay of Patrolman Grade I.

Section 3. Effective December 26, 2027, the annual salary paid for full-time sergeants shall be the greater of \$117,478.00 or thirteen percent (13%) greater than the base pay of Patrolman I.

Section 4. 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 whereby the hourly rate will be determined by dividing the applicable annual pay by 2,080 hours.

The city compensates its employees by issuing paychecks on a bi-weekly basis. This method of payments results in 26 pay periods during most calendar years. In certain years, this method of payment results in a 27th pay period. In a year that has 27 bi-weekly pay periods, the above salaries shall be divided by 26 and paid 27 times bi-weekly.

Section 5. 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 6. 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). This compensation shall be included in every pay period.

LONGEVITY

ARTICLE 30

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

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

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

MISCELLANEOUS

ARTICLE 31

Section 1. 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, 2026, each employee shall be paid, annually, a uniform allowance in the amount of one thousand six hundred dollars (\$1,600.00). Such payment shall be by a single separate non-salary payment prior to January 31st of each year.

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 Chiefs 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 Chiefs 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 borne 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 \$50.00 and in the event of a 12-hour shift, \$60.00 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, 2026 and shall remain in full force and effective through December 31, 2028. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2028, notice of such a desire shall be given prior to October 1, 2028.

EXECUTION

ARTICLE 47

Section 1. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 2026.

FOR THE CITY OF BRECKSVILLE :

FOR THE OPBA:

MAYOR DARYL J. KINGSTON

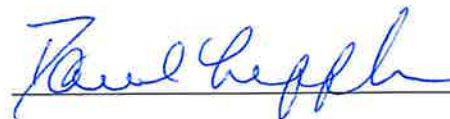


EXHIBIT A



**City of Brecksville
Medical Benefit & Rate Comparison**

Medical Mutual - Renewal Plans & Contributions						
Benefits	RED		WHITE		BLUE - HSA	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Coinsurance	90%	90%	80%	60%	100%	60%-100%
Deductible	\$100/\$200	\$100/\$200	\$300/\$600	\$800/\$1,600	\$3,400/\$6,800 (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 \$1,406.91 per Single / \$2,774.74 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)	\$3,400/\$6,800 (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 Retail	Shoebox Rx Program 80% up to Max Out-of-Pocket then 100%	MMO will reimburse 75% of allowed charges less any coinsurance	Shoebox Rx Program 80% up to Max Out-of-Pocket then 100%	MMO will reimburse 75% of allowed charges less any coinsurance	Shoebox Rx Program 100% after Deductible	MMO will reimburse 75% of allowed charges less any coinsurance
Mail Order (90-day supply unless otherwise noted)	80% up to Max Out-of-Pocket then 100% 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	100% after Deductible	Not Covered

Employee Contributions 2026 - 2028

Enrollment Tier	RED Plan - Monthly Fully Insured Equivalent	WHITE Plan - Monthly Fully Insured Equivalent	BLUE Plan - Monthly Fully Insured Equivalent
Single	EE contribution 2026: 12%; 2027: 14%; 2028: 16%	EE contribution 2026: 3.5%; 2027: 5.5%; 2028: 7.5%	EE contribution 2026: 0%; 2027: 0%; 2028: 0% ER HSA contribution to be reduced by 2% of premium equivalent each year
Employee+Spouse	EE contribution 2026: 12%; 2027: 14%; 2028: 16%	EE contribution 2026: 3.5%; 2027: 5.5%; 2028: 7.5%	EE contribution 2026: 0%; 2027: 0%; 2028: 0% ER HSA contribution to be reduced by 2% of premium equivalent each year
Employee+Child(ren)	EE contribution 2026: 12%; 2027: 14%; 2028: 16%	EE contribution 2026: 3.5%; 2027: 5.5%; 2028: 7.5%	EE contribution 2026: 0%; 2027: 0%; 2028: 0% ER HSA contribution to be reduced by 2% of premium equivalent each year
Family	EE contribution 2026: 12%; 2027: 14%; 2028: 16%	EE contribution 2026: 3.5%; 2027: 5.5%; 2028: 7.5%	EE contribution 2026: 0%; 2027: 0%; 2028: 0% ER HSA contribution to be reduced by 2% of premium equivalent each year

2026 COBRA Rates (Without 2% Added) and Contributions

Enrollment Tier	RED Plan - Monthly Fully Insured Equivalent	WHITE Plan - Monthly Fully Insured Equivalent	BLUE Plan - Monthly Fully Insured Equivalent
Single	\$1,148.87	\$1,118.54	\$970.56
Employee+Spouse	\$2,412.64	\$2,348.94	\$2,038.18
Employee+Child(ren)	\$1,953.08	\$1,901.53	\$1,649.96
Family	\$3,389.18	\$3,299.71	\$2,863.12

Enrollment Tier	Employee Contribution/Month: 12.0%	Employer Contribution/Month (FIE less EE Contribution)	Employee Contribution/Month: 3.5%	Employer Contribution/Month (FIE less EE Contribution)	Employee Contribution/Month	Employer Contribution/Month (FIE less EE Contribution)
Single	\$137.86	\$1,011.01	\$39.15	\$1,079.39	\$0.00	\$970.56
Employee+Spouse	\$289.52	\$2,123.12	\$82.21	\$2,266.73	\$0.00	\$2,038.18
Employee+Child(ren)	\$234.37	\$1,718.71	\$66.55	\$1,834.98	\$0.00	\$1,649.96
Family	\$406.70	\$2,982.48	\$115.49	\$3,184.22	\$0.00	\$2,863.12

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



City of Brecksville Dental Benefit & Rate Comparison

Effective: January 1, 2026

Benefit	OPTION 1 Delta Dental PPO Plan - Self Funded	
	In-Network	Non-Network
Deductible (Individual/Family)	\$50/\$150	\$50/\$150
Deductible Waived for Preventative	Yes	Yes
Preventative & Diagnostic Exams, cleanings, fluoride, x-rays, sealants, space maintainers	100%	100%
Basic Services Fillings, simple extractions, oral surgery, emergency palliative treatment, relines, repairs	100%	100%
Major Services Dentures, bridges, crowns, implants	60%	60%
Endodontics	100%	100%
Periodontics	100%	100%
Calendar Year Maximum	\$2,500	
Orthodontia Benefit	50% up to \$1,000	
Waiting Period	None for Timely Entrants	
Out of Network Reimbursement	90th UCR	
Network	Delta Dental	
Rate Guarantee	12 Months (1/1/26 - 12/31/26)	
48 Single	OPTION 1 \$38.79	
91 Family	\$109.74	
TOTAL MONTHLY PREMIUM	\$11,848	
TOTAL ANNUAL PREMIUM	\$142,180	
Premium \$ Change from Current	\$10,532	
Percentage % Change from Current	8.0%	

These benefit descriptions have been prepared from material furnished by the insurance carrier. In the event of a discrepancy, the insurance carrier contract will govern.

Rates above are fully insured equivalents. The self-funded rate will be \$13.97 per subscriber per month. Minimum enrollment of 141 subscribers.