BRUNSWICK CITY COUNCIL AGENDA

Brandon Lambert Ward 3	Kristy Piper At-Large	Tim Smith At-Large	Dennis Nevar Law Director	Carl S. DeForest City Manager	Ron Falconi Mayor	Laura Timura Clerk of Council	Nicholas Hanek Ward 2	Michael Abella Jr. Ward 1	Joseph Delsanter At-Large	Keith Kuczma Ward 4

MARCH 10, 2025

1. Prayer and Pledge of Allegiance

2. Roll Call of Members

3. Correspondence

4. Approval of Regular Council Meeting Minutes

   (a) Regular Council Meeting Minutes dated February 24, 2025

5. Mayor's Report:

   (a) Mayor's Court Financial Report for the month ending February 2025 will be posted on the website and added to the minutes for the record

   (b) Presentation of Arrow of Light Certificates to Cub Scout Pack 3517

   (c) Motion to reappoint Stanley Socha and Vincent Carl to the Board of Zoning Appeals

   (d) Motion to appoint Nate Witsaman to the Financial Audit, Review & Advisory Committee

   (e) Mayor's Update

6. Clerk of Council's Report

7. Council Committee Reports:

   Economic Development Committee.....Mr. Lambert

   Economic Development Committee Meeting Minutes dated February 24, 2025

   Services, Utilities, Technology & Cable Committee.....Mr. Smith

   Finance Committee.....Mr. Hanek

   Safety & Environment Committee.....Mr. Kuczma

   Planning & Zoning Committee.....Mr. Delsanter

   Planning & Zoning Committee Meeting Minutes dated February 24, 2025

   Parks, Recreation & Community Committee.....Mrs. Piper

   Building & Building Code Committee.....Mr. Abella

8. Other Committees, Boards and Commissions

   (a) Committee-of-the-Whole Meeting Minutes dated February 24, 2025

9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

ORD. NO. 12-2025 - An ordinance establishing the New Brunswick Development Special Planning District No. 9 Conceptual Development Plan and amending the Zoning Map by designating PPNs 003-18C-02-072**,** 003-18C-02-081, 003-18C-02-082, 003-18C-02-089, 003-18C-02-011, and 003-18C-02-108 consisting of approximately 28.2141 total acres as SPD-9. - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst)*

ORD. NO. 15-2025 - An ordinance accepting the Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical Employees of the Division of Fire) for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest)*

ORD. NO. 16-2025 - An ordinance accepting the Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Streets) for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

ORD. NO. 17-2025 - An ordinance accepting the Collective Bargaining Agreement with the International Association of Firefighters Local 3568 for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

ORD. NO. 18-2025 - An ordinance accepting the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Communication Specialists) for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

ORD. NO. 19-2025 - An ordinance accepting the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Patrol Officers) for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

ORD. NO. 20-2025 - An ordinance accepting the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Sergeants) for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

b. 2nd Reading(s)

ORD. NO. 22-2025 - An ordinance rezoning the northerly portion of the 0.8183-acre parcel of real property located at 3695 Center Road and further identified as PPN 003-18B-44-118 from the R-L Low Density Residential District to the C-G General Commercial District. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

ORD. NO. 23-2025 - An ordinance authorizing the City Manager to forward a petition to conform boundaries to the Medina County Commissioner's Office for the purpose of adjusting the city boundary lines to include an annexation into the City of Brunswick of PPN 003-18A-07-159. - **2nd Reading** (Committee-of-the-Whole, *Administration/Dennis Nevar)*

c. 1st Reading(s)

RES. NO. 25-2025 - An emergency resolution authorizing the City Manager to enter into an Opioid Settlement Fund Disbursement Agreement with Hope Recovery Community, Inc. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Carl DeForest)*

ORD. NO. 26-2025 - An emergency ordinance amending Section 222.04 of the City of Brunswick Codified Ordinances. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Carl DeForest*)

ORD. NO. 27-2025 - An emergency ordinance adopting the updated City of Brunswick Public Records Policy. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Carl DeForest)*

RES. NO. 28-2025 - An emergency resolution authorizing the City Manager to purchase a 2025 Ford F-250 with emergency response equipment installed for the Division of Fire from Montrose Auto Group in an amount not to exceed $67,702.15. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Greg Glauner)*

ORD. NO. 29-2025 - An emergency ordinance amending ordinances #104-2024 and #8-2025 to include amendments to the Appropriation Budget for the year ending December 31, 2025, as incorporated in Exhibit "A" attached hereto. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Todd Fischer*)

11. City Manager's Report

12. Open Forum

13. Unfinished Business

14. New Business

15. Adjournment

CITY OF BRUNSWICK, OHIO

MINUTES OF COUNCIL

Monday, February 24, 2025

Prayer and Pledge of Allegiance The regular meeting of Brunswick City Council was called to order by Mayor Ron Falconi at 7:00 p.m. at the Municipal Complex.

Roll Call of Members showed the following Council Members present: Nicholas Hanek, Brandon Lambert, Michael Abella Jr., Keith Kuczma, Joseph Delsanter, Tim Smith, Kristy Piper.

Others Present: Mayor Ron Falconi, City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Clerk of Council Laura Timura.

Correspondence There was none.

Approval of Regular Council Meeting Minutes

Regular Council Meeting Minutes dated February 10, 2025:

Nicholas Hanek moved to approve the Regular Council Meeting Minutes dated February 10, 2025, as written, seconded by Joseph Delsanter. Roll Call - Ayes - 7, Nicholas Hanek, Brandon Lambert, Michael Abella Jr., Keith Kuczma, Joseph Delsanter, Tim Smith, Kristy Piper. Nays - 0. Motion Carried.

Mayor's Report:

Mayor Falconi recommended the reappointment of Stanley Socha and Vincent Carl to the Board of Zoning Appeals and the appointment of Nate Witsaman to the Financial Audit, Review & Advisory Committee. If Council has any questions regarding these recommendations, they can contact the Mayor.

Motion to appoint James Evanoff Jr. to the Financial Audit, Review & Advisory Committee:

Joseph Delsanter moved to appoint James Evanoff Jr. to the Financial Audit, Review & Advisory Committee, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Nicholas Hanek, Brandon Lambert, Michael Abella Jr., Keith Kuczma, Joseph Delsanter, Tim Smith, Kristy Piper. Nays - 0. Motion Carried.

Motion to appoint James Evanoff Jr. to the Medina County Community Improvement Board to fulfill an unexpired term expiring March 7, 2025, and to fulfill a three-year term expiring March 7, 2028:

Joseph Delsanter moved to appoint James Evanoff Jr. to the Medina County Community Improvement Board to fulfill an unexpired term expiring March 7, 2025, and to fulfill a three-year term expiring March 7, 2028, seconded by Kristy Piper. Roll Call - Ayes - 7, Nicholas Hanek, Brandon Lambert, Michael Abella Jr., Keith Kuczma, Joseph Delsanter, Tim Smith, Kristy Piper. Nays - 0. Motion Carried.

Motion to reappoint Nancy Zelei and Carl DeForest to the Medina County Community Improvement Board to fulfill a three-year term expiring March 7, 2028:

Nicholas Hanek moved to reappoint Nancy Zelei and Carl DeForest to the Medina County Community Improvement Board to fulfill a three-year term expiring March 7, 2028, seconded by Tim Smith. Roll Call -

Ayes - 7, Nicholas Hanek, Brandon Lambert, Michael Abella Jr., Keith Kuczma, Joseph Delsanter, Tim Smith, Kristy Piper. Nays - 0. Motion Carried

Clerk of Council's Report Mrs. Timura had no report this evening.

Council Committee Reports:

Economic Development Committee.....Mr. Lambert:

Mr. Lambert had no formal reports this evening.

Services, Utilities, Technology & Cable Committee.....Mr. Smith:

Mr. Smith had no formal reports this evening.

Finance Committee.....Mr. Hanek:

Mr. Hanek had no formal reports this evening.

Safety & Environment Committee.....Mr. Kuczma:

Safety & Environment Meeting Minutes dated February 10, 2025:

Keith Kuczma moved to approve the Safety & Environment Committee Meeting Minutes dated February 10, 2025, as written, seconded by Kristy Piper. Roll Call - Ayes - 7, Nicholas Hanek, Brandon Lambert, Michael Abella Jr., Keith Kuczma, Joseph Delsanter, Tim Smith, Kristy Piper. Nays - 0. Motion Carried.

Planning & Zoning Committee.....Mr. Delsanter:

Planning & Zoning Committee Meeting Minutes dated February 10, 2025:

Joseph Delsanter moved to approve the Planning & Zoning Committee Meeting Minutes dated February 10, 2025, as written, seconded by Keith Kuczma. Roll Call - Ayes - 7, Nicholas Hanek, Brandon Lambert, Michael Abella Jr., Keith Kuczma, Joseph Delsanter, Tim Smith, Kristy Piper. Nays - 0. Motion Carried.

Parks, Recreation & Community Committee.....Mrs. Piper:

Parks, Recreation & Community Committee Meeting Minutes dated February 11, 2025:

Kristy Piper moved to approve the Parks, Recreation & Community Committee Meeting Minutes dated February 11, 2025, seconded by Tim Smith. Roll Call - Ayes - 7, Nicholas Hanek, Brandon Lambert, Michael Abella Jr., Keith Kuczma, Joseph Delsanter, Tim Smith, Kristy Piper. Nays - 0. Motion Carried.

Building & Building Code Committee.....Mr. Abella:

Mr. Abella had no formal reports this evening.

Other Committees, Boards and Commissions

Committee-of-the-Whole Meeting Minutes dated February 10, 2025:

Nicholas Hanek moved to approve the Committee-of-the-Whole Meeting Minutes dated February 10, 2025, as written, seconded by Keith Kuczma. Roll Call - Ayes - 7, Nicholas Hanek, Brandon Lambert, Michael Abella Jr., Keith Kuczma, Joseph Delsanter, Tim Smith, Kristy Piper. Nays - 0. Motion Carried.

Petitions from the Public on Legislation

Reading of Legislation and Action on Legislation:

3rd Reading(s)

RES. NO. 7-2025 - A resolution authorizing the City Manager to execute all necessary documents to accept the 2025 Energized Community Grant from NOPEC in the amount of $82,202.00. - **3rd Reading** (Committee-of-the-Whole, *Administration/Grant Aungst)*:

Nicholas Hanek moved to adopt Resolution Number 7-2025, seconded by Keith Kuczma. Roll Call - Ayes - 7, Nicholas Hanek, Brandon Lambert, Michael Abella Jr., Keith Kuczma, Joseph Delsanter, Tim Smith, Kristy Piper. Nays - 0. Motion Carried.

2nd Reading(s)

ORD. NO. 12-2025 - An ordinance establishing the New Brunswick Development Special Planning District No. 9 Conceptual Development Plan and amending the Zoning Map by designating PPNs 003-18C-02-072, 003-18C-02-081, 003-18C-02-082, 003-18C-02-089, 003-18C-02-011, and 003-18C-02-108 consisting of approximately 28.2141 total acres as SPD-9. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst)*:

Mr. Delsanter moved this ordinance to third reading.

ORD. NO. 15-2025 - An ordinance accepting the Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical Employees of the Division of Fire) for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **2nd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest)*:

Mr. Hanek moved this ordinance to third reading.

ORD. NO. 16-2025 - An ordinance accepting the Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Streets) for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **2nd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*):

Mr. Hanek moved this ordinance to third reading.

ORD. NO. 17-2025 - An ordinance accepting the Collective Bargaining Agreement with the International Association of Firefighters Local 3568 for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **2nd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*):

Mr. Hanek moved this ordinance to third reading.

ORD. NO. 18-2025 - An ordinance accepting the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Communication Specialists) for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **2nd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*):

Mr. Hanek moved this ordinance to third reading.

ORD. NO. 19-2025 - An ordinance accepting the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Patrol Officers) for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **2nd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*):

Mr. Hanek moved this ordinance to third reading.

ORD. NO. 20-2025 - An ordinance accepting the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Sergeants) for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **2nd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*):

Mr. Hanek moved this ordinance to third reading.

1st Reading(s)

ORD. NO. 22-2025 - An ordinance rezoning the northerly portion of the 0.8183-acre parcel of real property located at 3695 Center Road and further identified as PPN 003-18B-44-118 from the R-L Low Density Residential District to the C-G General Commercial District. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*):

Mr. Delsanter moved this ordinance to second reading.

ORD. NO. 23-2025 - An ordinance authorizing the City Manager to forward a petition to conform boundaries to the Medina County Commissioner's Office for the purpose of adjusting the city boundary lines to include an annexation into the City of Brunswick of PPN 003-18A-07-159. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Dennis Nevar)*:

Mr. Hanek moved this ordinance to second reading.

RES. NO. 24-2025 - An emergency resolution authorizing the City Manager to enter into Partnership Agreement with Medina County, the City of Medina and the City of Wadsworth for the submission of a Community Housing Impact and Preservation Program Grant Application for Program Year 2025. - **1st Reading** (To be brought from Economic Development Committee, *Administration/Grant Aungst)*:

Brandon Lambert moved to suspend the rules, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Nicholas Hanek, Brandon Lambert, Michael Abella Jr., Keith Kuczma, Joseph Delsanter, Tim Smith, Kristy Piper. Nays - 0. Motion Carried.

Brandon Lambert moved to adopt Resolution Number 24-2025, seconded by Tim Smith. Roll Call - Ayes - 7, Nicholas Hanek, Brandon Lambert, Michael Abella Jr., Keith Kuczma, Joseph Delsanter, Tim Smith, Kristy Piper. Nays - 0. Motion Carried.

City Manager's Report Mr. DeForest relayed that the E-file and E-pay income tax portals are now open and can be accessed via the City's website, www.brunswick.oh.us. Appointments are not necessary for income tax assistance. The Income Tax Department is available between 8:30 a.m. and 5 p.m. He stated that the closer it is to April 15, the longer the waiting time will be. Mr. DeForest reminded that American flags can be retired in a white box with a flag located by the Mayor's Court. These flags are properly collected and destroyed by members of the VFW and American Legion during a ceremony held in late spring.

Open Forum There was none.

Unfinished Business There was none.

New Business Mrs. Piper mentioned that Woven with Promise will hold a prom dress giveaway on February 28 and March 1. Chardon Polka Band will be coming to the Recreation Center on March 2. The pool party was rescheduled for March 14 from 4-6 p.m. This event will include rubber ducks and Mrs. Piper will be the

DJ. Funkology's disco party was rescheduled for March 16. Mr. Smith asked what time the Polka Band and Funkology would occur. Mr. Kuczma confirmed that it was 2-4 p.m.

Adjournment Nicholas Hanek moved to adjourn, seconded by Keith Kuczma. Roll Call - Ayes - 7, Nicholas Hanek, Brandon Lambert, Michael Abella Jr., Keith Kuczma, Joseph Delsanter, Tim Smith, Kristy Piper. Nays - 0. Motion Carried.

There being no further business, the meeting adjourned at 7:14 p.m.

Respectfully submitted,

Laura Timura

Laura Timura, CMC
Clerk of Council

_____
Mayor Ron Falconi

_____
Adopted

ECONOMIC DEVELOPMENT COMMITTEE

February 24, 2025

IN ATTENDANCE:

Chairman Brandon Lambert, Committee Member Nick Hanek, Keith Kuczma, Joseph Delsanter, Kristy Piper, Law Director Dennis Nevar, Community & Economic Development Director Grant Aungst, Finance Director Todd Fischer, Service Director Paul Magovac, City Engineer Jenny Zoldak, Parks & Recreation Director Taylor Petkovsek, First Energy Regional External Affairs Amy Hopkins, Brunswick Soccer Association President Melissa Keller, Clerk of Council Laura Timura, News Media.

The meeting convened at 5:56 p.m.

Mr. Hanek moved to excuse Mr. Smith. Vote – 2 Ayes, 0 Nays.

DISCUSSION ITEMS:

(a) **RES. NO. 24-2025** – An emergency resolution authorizing the City Manager to enter into a Partnership Agreement with Medina County, the City of Medina and the City of Wadsworth for the submission of a Community Housing Impact and Preservation Program Grant Application for Program Year 2025. – **1st Reading** (To be brought from Economic Development Committee, *Administration/Grant Aungst*)

Mr. Aungst explained that the Ohio Department of Development was forcing everyone in the state to become bigger with more partnerships. He continued that Brunswick had been partnering with the City of Medina but had been told by the Department of Development that more partnerships were required to receive the grant.

Mr. Aungst stated the bid also included a consultant to manage the program. He shared that the amount would be close to $350,000.00, and would be matched by Medina and Wadsworth.

Mr. Hanek moved Resolution Number 24-2025 to tonight's Council Agenda of February 24, 2025, as an emergency with suspension of the rules. Votes – 2 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn at 5:58 p.m. Vote – 2 Ayes, 0 Nays.

Submitted Respectfully,

Brandon Lambert

Chairman

PLANNING & ZONING COMMITTEE

February 24, 2025

IN ATTENDANCE: Chairman Joseph Delsanter, Committee Member Keith Kuczma, Committee Member Brandon Lambert, Nicholas Hanek, Kristy Piper, Mike Abella Jr., City Manager/Safety Director Carl DeForest, Parks & Recreation Director Taylor Petkovsek, Law Director Dennis Nevar, Community & Economic Development Director Grant Aungst, Finance Director Todd Fischer, Service Director Paul Magovac, City Engineer Jenny Zoldak, First Energy Regional External Affairs Amy Hopkins, Brunswick Soccer Association President Melissa Keller, Clerk of Council Laura Timura, News Media.

The meeting convened at 5:58 p.m.

DISCUSSION ITEMS:

(a) **ORD. NO. 22-2025** – An ordinance rezoning the northerly portion of the 0.8183-acre parcel of real property located at 3695 Center Road and further identified as PPN 003-18B-44-118 from the R-L Low Density Residential District to the C-G General Commercial District. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

Mr. Aungst stated the parcel sits behind the former law office on Route 303 and the rezoning was due to the parcel being used as a commercial application.

Mr. Delsanter divulged his concerns for the neighbors, citing conflicts with the ownership group.

Mr. Aungst acknowledged the issues and shared that the conflicts had been resolved through direct conversations between the two parties.

Mr. Abella Jr. questioned what was being built.

Mr. Aungst disclosed that the City is unsure.

Mr. Delsanter recalled speculations regarding extending the driveway and moving the dumpster. He claimed that a larger archway of the driveway was necessary to create the extension.

Mr. Kuczma reported he had attended the Planning Commission Meeting, and the pushback for the extension was to keep the driveway close to Center Road to avoid the vehicle and street lights facing toward the residential neighborhood.

Mr. Aungst reminded that the new business would still be required to go through the Planning Commission for intensive screening and code review.

Mr. Kuczma moved Ordinance Number 22-2025 to tonight's Council Agenda of February 24, 2025, for three readings. Votes – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Kuczma moved to adjourn at 6:03 p.m. Vote – 3 Ayes, 0 Nays.

Submitted Respectfully,

Joseph Delsanter
Chairman

COMMITTEE OF THE WHOLE

February 24, 2025

IN ATTENDANCE: Nicholas Hanek, Joseph Delsanter, Keith Kuczma, Kristy Piper, Mike Abella Jr., Brandon Lambert, Tim Smith, City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Community & Economic Development Director Grant Aungst, Finance Director Todd Fischer, Service Director Paul Magovac, Parks & Recreation Director Taylor Petkovsek, City Engineer Jenny Zoldak, First Energy Regional External Affairs Amy Hopkins, Brunswick Soccer Association President Melissa Keller, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:03 p.m.

Mr. Delsanter moved to excuse Mr. Smith for just cause. Vote – 6 Ayes, 0 Nays.

Mr. Smith arrived at 6:10 p.m.

DISCUSSION ITEMS:

(a) First Energy

Ms. Hopkins shared that she joined the meeting to answer any questions posed by Council.

Mr. Delsanter questioned the process by which poles are placed on the repair list.

Ms. Hopkins instructed residents and Council to report any issues by filling out the form on First Energy's website or by emailing her directly at ahopkins@firstenergycorp.com. She confirmed that once the report is filed, a First Energy employee would inspect the issue in the report, and the resident who filed the complaint would be notified of the findings.

Mr. Delsanter inquired if First Energy was responsible for the old utility poles left behind on his property.

Ms. Hopkins disclosed that whatever company was the last to utilize the pole, is responsible for cutting down and removing the old pole. She offered to look into the situation and requested Mr. Delsanter email her the pole number and location.

Mr. Kuczma verified that any issues regarding light poles or posts would go to First Energy.

Ms. Hopkins affirmed.

Mr. Kuczma reported that a light post in Shenandoah Park was missing the protective cover over the bulb, creating a safety hazard.

Ms. Hopkins requested an email from Mr. Kuczma with the details.

(b) Brunswick Soccer Association

Ms. Keller began by explaining that the initial purpose of the recreational side of the Soccer Association was to filter the children who wanted to play recreationally from the ones who desired competitive play and to work closely alongside the travel clubs for the betterment of all the programs.

Ms. Keller relayed that the Association assisted the players who wanted to continue to play in High School. She shared that she, her son, and her grandchildren have all played soccer for Brunswick High School.

Ms. Keller noted that the high school players were also trained as referees for the Association and some even coached the youth teams to keep the program moving full circle and maintain a family feel in which everyone works together.

Mr. Hanek commended the Soccer Association for their hard work and integration in the public schools.

Mr. Hanek inquired about sign-ups.

Ms. Keller reported that Spring sign-ups begin on March 1, 2025.

Mr. Hanek disclosed that he had played recreational soccer and his brother had played for the high school.

Mr. Hanek questioned if Ms. Keller had reviewed the Parks Plan as some of the suggestions involved improvement to the fields.

Mrs. Petkovsek declared that she, the Travel Soccer President, and the Treasurer, met to discuss the details of the plan.

Mr. Kuczma asked if the Association is responsible for maintaining the fields.

Ms. Keller stated that the Association was responsible for the fields.

Mr. Delsanter recalled a time when the field conditions fell short during a large tournament. He encouraged Ms. Keller to share how those situations were being handled.

Ms. Keller admitted that with the growing numbers of players in Travel, Recreation, as well as the program for younger players, Kickers, the fields are overused and the Association had been looking into expanding locations to minimize the wear and tear.

Mr. Delsanter relayed that he had been speaking with Mrs. Petkovsek regarding undeveloped land that could be utilized for this purpose. He added that figuring out funding is a necessity for this issue.

Mr. Delsanter noted that he believed every child should have the opportunity to play soccer.

Mr. Hanek reiterated that this program is a not-for-profit and questioned if there had ever been any transparency issues or complaints.

Mrs. Petkovsek declared that there had never been issues and that the police department spoke highly of the Association, its organization, and its efficiency in completing background checks promptly.

Mr. Hanek acknowledged the Association and how their work is widely respected throughout the City. He applauded the Association for how they work alongside the City and the exemplary model they portray.

Ms. Keller concluded that she believed keeping the program growing, providing service to the children, and experiencing the program continue flourishing were important.

Mr. Hanek acknowledged the space and field issue brought to Council's attention and conceded to continue the discussion to assist in rectifying the situation.

Council wished Ms. Keller and the Soccer Association luck and fair weather in the upcoming season.

MOTION ITEMS:

(a) Motion authorizing a change order in the amount of $17,400.00 to United Survey Inc., for the 2024 Slip Lining Project.

Mrs. Zoldak divulged three pieces of storm sewer acquired hardened deposits proven not cleanable with traditional methods and would require special equipment, extra time, and additional labor for the removal.

Mr. Delsanter moved the motion to authorize a change order in the amount of $17,400.00 to United Survey Inc. for the 2024 Slip Lining Project to tonight's Council Agenda of February 24, 2025. Vote 7 Ayes, 0 Nays.

(b) Motion authorizing the City Manager to advertise for public bids for the 2025 Asphalt Program.

Mrs. Zoldak revealed that the program was focused on Ward 1 and Ward 2, sharing that last year the program had been focused on Ward 3 and Ward 4.

Mrs. Zoldak disclosed that the bids would be out in March, with the construction beginning in May.

Mr. Hanek inquired if the roads scheduled for construction had been determined.

Mrs. Zoldak shared that the list is a work in progress with Mr. Magovac, stating that the finalized list would be finished and available by Tuesday, February 25, 2025, pending approval of the motion.

Mrs. Zoldak announced the following roads to be included on the roster, but reminded that the list was not finalized:

Ward 1: Ruth Drive, Charlotte Drive, Pennys Drive, Francis Boulevard (Pennys Drive and Francis Boulevard having only the concrete section repaired).

Ward 2: Carlisle Drive, Coventry Drive, Berwick Drive (south of Chelsea Drive), Oxford Drive, Princeton Drive, and Diana Drive (from Route 303 to Oxford Drive)

Mrs. Zoldak contributed that these repairs included Fog Seal as well as Reclamite on previously repaved streets.

Mr. Hanek verified where a resident would address specific questions regarding this project.

Mrs. Zoldak encouraged anyone with questions or concerns to reach out to the Service Department.

Mr. Abella Jr. asked how soon after the asphalt was completed was crack sealant recommended and how frequently it was needed.

Mrs. Zoldak reported the laying of Reclamite (a preventative maintenance measure) had begun and could be applied a year after resurfacing but no more than three years following. She added the Reclamite would protect the asphalt for the first two years, and the crack sealant used as a protectant for years 5 – 8. She shared that after that point, the cracks would begin to appear.

Mr. Delsanter verified that only the concrete section on Francis Boulevard would be addressed.

Mrs. Zoldak concurred that the section adjacent to Charlotte Drive would be repaired.

Mr. Delsanter expressed his confusion in thinking that Francis Boulevard was entirely chipseal pavement.

Mrs. Zoldak agreed to follow up with Mr. Delsanter regarding his question.

Mr. Abella Jr. moved the motion authorizing the City Manager to advertise for public bids for the 2025 Asphalt Program to tonight's Council Agenda of February 24, 2025. Vote 7 Ayes, 0 Nays.

(c) Motion to authorize the City Manager to enter into a five year depository agreement with Huntington National Bank for the period commencing April 30, 2025 through April 29, 2030.

Mr. Fischer disclosed that Huntington Bank had been an excellent partner for the City, citing they were always available, very communicative, and adequately responsive. He noted that Huntington Bank was used for most of the City's banking.

Mr. Smith inquired about the advantages of working with Huntington Bank, most specifically, the interest the City received.

Mr. Fischer pronounced that with this particular agreement, there was not much interest. He added that there was a compensating balance agreement in place to waive banking fees based on the City's balance.

Mr. Fischer disclosed that from an interest perspective, funds would be sent outside of Huntington Bank to benefit from interest rates, claiming this account primarily served transactional volume; such as payroll, accounts payable, online payments, and check scanning.

Mr. Smith moved the motion to authorize the City Manager to enter into a five year depository agreement with Huntington National Bank for the period commencing April 30, 2025 through April 29, 2030 to tonight's Council Agenda of February 24, 2025. Vote 7 Ayes, 0 Nays.

(d) Motion authorizing the City Manager to advertise for public bids for the 2025 Concrete Program.

Mrs. Zoldak relayed that this program included Ward 3 and Ward 4 and the schedule, including location and estimate cost, would not be set until asphalt pricing had been received. The pricing would determine if the project size would be scaled back or up.

Mr. Smith moved the motion authorizing the City Manager to advertise for public bids for the 2025 Concrete Program to tonight's Council Agenda of February 24, 2025. Vote 7 Ayes, 0 Nays.

REVIEW LEGISLATION:

(a) **ORD. NO. 23-2025** – An ordinance authorizing the City Manager to forward a petition to conform boundaries to the Medina County Commissioner's Office for the purpose of adjusting the city boundary lines to include an annexation into the City of Brunswick of PPN 003-18A-07-159. – **1st Reading** (To be brought from the Committee-of-the-Whole, *Administration/Dennis Nevar)*

Mr. Nevar explained that this was the final step required to formally adjust the boundary between the township and the City.

Mr. Delsanter moved Ordinance 23-2025 to tonight's Council Agenda of February 24, 2025 for three readings. Vote – 7 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Fischer inquired if the Council had received the Then & Now Certificate for $25,000.00.

Mr. Hanek confirmed receipt and stated Council had signed off on it.

EXECUTIVE SESSION:

(a) Motion to go into Executive Session to discuss the subject of pending or imminent court action and the appointment, employment, dismissal, discipline, demotion or compensation of a public employee.

Mr. Abella moved to go into Executive Session to discuss the subject of pending or imminent court action and the appointment, employment, dismissal, discipline, demotion or compensation of a public employee. Roll Call - Ayes – 7, Mr. Hanek, Mrs. Piper, Mr. Delsanter, Mr. Smith, Mr. Lambert, Mr. Kuczma, Mr. Abella Jr. Nays – 0

Mr. Kuczma moved to adjourn the Executive Session. Vote – 7 Ayes, 0 Nays.

The Committee-of-the-Whole reconvened.

ADJOURNMENT:

Being no further business, Mr. Abella Jr. moved to adjourn the Committee-of-the-Whole Meeting at 6:51 p.m. Vote – 7 Ayes, 0 Nays

Submitted Respectfully,

Kristin Gambaccini
Assistant Clerk of Council

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/10/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 12-2025 -** An ordinance establishing the New Brunswick Development Special Planning District No. 9 Conceptual Development Plan and amending the Zoning Map by designating PPNs 003-18C-02-072**,** 003-18C-02-081, 003-18C-02-082, 003-18C-02-089, 003-18C-02-011, and 003-18C-02-108 consisting of approximately 28.2141 total acres as SPD-9. - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst)*

BACKGROUND: The Planning Commission, at their meeting on January 23, 2025, voted to recommend approval to City Council to adopt the New Brunswick Development Special Planning District No. 9, located north of Brunswick Plaza, 1480 Pearl Road, which includes the rezoning, conceptual plan and development guidelines. Pursuant to Section 1268.01 and 1268.05(c), City Council approval is required to approve a Special Planning District.

PURPOSE AND EXPLANATION: The New Brunswick Development SPD-9 will consist of rezoning approximately 28.2141 acres from the existing C-G General Commercial District and R-M Medium Density Residential District consisting of six parcels as follows: Permanent Parcel Nos. 003-18C-02-072**,** 003-18C-02-081, 003-18C-02-082, 003-18C-02-089, 003-18C-02-011, and 003-18C-02-108, which meets the minimum 10 acres to establish a SPD required by Section 1268.05(a) of the Zoning Code.

IMPLEMENTATION SCHEDULE: First reading on February 10, 2025.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No

Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?
Recommend adoption.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 12-2025

BY: Mr. Delsanter, Mr. Lambert, Mr. Kuczma

AN ORDINANCE ESTABLISHING THE NEW BRUNSWICK DEVELOPMENT SPECIAL PLANNING DISTRICT NO. 9 CONCEPTUAL DEVELOPMENT PLAN AND AMENDING THE ZONING MAP BY DESIGNATING PPNs 003-18C-02-072, 003-18C-02-081, 003-18C-02-082, 003-18C-02-089, 003-18C-02-011 AND 003-18C-02-108 CONSISTING OF APPROXIMATELY 28.2141 TOTAL ACRES AS SPD-9.

WHEREAS: The record owner of the six (6) properties consisting of approximately 28.2141 total acres and further identified as PPNs 003-18C-02-072, 003-18C-02-081, 003-18C-02-082, 003-18C-02-089, 003-18C-02-011 and 003-18C-02-018 (collectively the "Property"), which Property is presently located in the C-G General Commercial and R-M Medium Density Residential Zoning Districts, has requested that the Property be rezoned to a Special Planning District;

WHEREAS: This Council is amenable to rezoning the Property to a Special Planning District per Codified Ordinance Chapter 1268, as recommended for approval by the Planning Commission on January 23, 2025; and

WHEREAS: This Council finds that the proposed Special Planning District meets the objectives of Codified Ordinance Section 1268.01 and the required conditions contained in Codified Ordinance Section 1268.05(c)(1) and (3), to wit, the proposed Special Planning District will include a concentration of existing or proposed retail, service or industrial establishments serving as a business activity center for the community and consists of land that calls for ingenuity and imagination by site designers and developers in keeping with overall land use and open space objectives of the Comprehensive Plan, while departing from the strict application of use, setback, height, lot size and related requirements of the Zoning Code.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the New Brunswick Development Special Planning District No. 9 Conceptual Development Plan is hereby adopted as Appendix K to Title 6 of the Zoning Code as provided in Codified Ordinance Section 1268.07(a). The New Brunswick Development Special Planning District No. 9 Conceptual Development Plan consists of Development Guidelines, as attached hereto as Exhibit "A".

SECTION 2: That the City Engineer is directed to update the Zoning Map by designating the Property as SPD-9.

SECTION 3: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

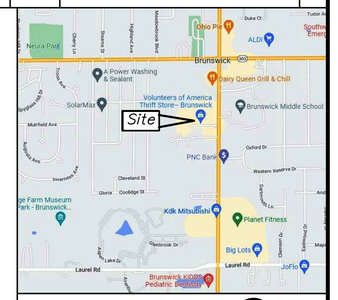
2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

DATE	REVISIONS	BY



VICINITY MAP

CENTER ST. (S.R. 303)

WASHINGTON AVE. 30' (Unimproved)

WILSON ST.

PARCEL No. 003-18C-02-081
NEW BRUNSWICK CENTER PARTNERSHIP

PARCEL No. 003-18C-02-011
NEW BRUNSWICK CENTER PARTNERSHIP

0.36'

DETAIL
(NOT TO SCALE)

CENTER STREET (S.R. 303) Variable (Public)

PARCEL No. 003-18A-12-030
CITY OF BRUNSWICK
R-L ZONING

PARCEL No. 003-18A-12-039
CITY OF BRUNSWICK
C-G ZONING

PARCEL No. 003-18A-12-040
CITY OF BRUNSWICK
C-G ZONING

PARCEL No. 003-18A-12-051
FIRSTMERIT BANK, NA
C-G ZONING

PARCEL No. 003-18C-02-090
13-WD
VOL 136, PG 467

PARCEL No. 003-18C-02-087
14-WD
VOL. 129 p. 371

15-WD
PARCEL No. 003-18C-02-110

6-WD | 7-WD | 8-WD | 9-WD | 9-WD

PARCEL No. 003-18C-02-067
CHRISTOPHER & LAURIE WISMER
DOC # 201406240004206
6/24/2014 0.9554 AC.

PARCEL No. 003-18C-02-069
C SPECIAL PROPERTIES LLC
DOC # 201306R005824
4/1/2013 0.6500 AC.

PARCEL No. 003-18C-02-070
HEIDI BOSCH
DOC # 201606R026562
11/23/2016 0.3500 AC.

PARCEL No. 003-18C-02-068
PAUL & JUNYA M. CHOPELLOW
DOC # 202106R027711
9/12/21 0.9550 AC.

PARCEL No. 003-18C-04-083
LUDVIK PINKAS & LOUIS N. PYROS
O.R. 445 PAGE 711
7/22/1913 0.0652 AC.

LOT 20

SPECIAL PLANNING DIST. – 9

LOW DENSITY RESIDENTIAL ZONING

PARCEL No. 003-18C-02-089
NEW BRUNSWICK CENTER PARTNERSHIP
O.R. 480 PAGE 283
DEED PARCEL 1
3/8/1989
3.1527 AC.

T.C. PARCEL 1

PARCEL No. 003-18C-02-072
NEW BRUNSWICK CENTER PARTNERSHIP
DOC # 201509R002052
1/30/2015
3.4510 AC.

T.C. PARCEL 7

SPECIAL PLANNING DIST. – 9
GENERAL COMMERCIAL ZONING

PARCEL No. 003-18C-02-094
CONRAD'S TIRE REALTY COMPANY, INC.
DOC# 201806R011816
6/5/2018, 0.4855 AC.

LOT 20

LOT 21

PARCEL No. 003-18C-02-128
PEARL ROAD REAL ESTATE, LLC
DOC# 201706R003556
2/16/2017
0.0095 AC.
PARCEL "A" 3/38 M.C.T.M.

LOT 22 | LOT 23

PARCEL No. 003-18C-02-129
FRANCIS J. AND SANDRA J. MOORE-CO-TRUSTEES
DOC# 201906R004396
3/15/2019
0.9147 AC.
PARCEL "B" 3/38 M.C.T.M.

LOT 22 | LOT 23 | LOT 24 | LOT 25

LOT 26

PARCEL No. 003-18C-02-100
INEVER LLC
DOC# 201606R004985
3/14/2016
XXX AC.

LOT 27

C-G ZONING

175-WD | 174-WD | 173-WD | 172-WD

R/W | 9-WD

PARCEL No. 003-18C-02-011
1.10' D&U

LOW DENSITY RESIDENTIAL
SPECIAL PLANNING DIST. – 9

LOT 20 | LOT 33

PARCEL No. 003-18C-02-108
NEW BRUNSWICK CENTER PARTNERSHIP
O.R. 480 PG 283, DEED PARCEL 2
3/8/1989, 1.1510 AC

T.C PARCEL 2

LOT 33 | LOT 28 | LOT 29

171-WD
VOL. 407
P. 399

SPD-9 ZONING
C-G ZONING

MANHATTAN AVE.
(Variable)(Public)

LOT 30 | LOT 31

170-WD

PARCEL No. 003-18C-02-098
CERTIFIED REAL ESTATE INC
DOC# 20190R005927
4/8/2019, XXX AC.

1.10'

WILSON STREET 40'
(Public)

WASHINGTON AVE. 30' (Unimproved)

PARCEL No. 003-18C-02-082
NEW BRUNSWICK CENTER PARTNERSHIP
DEED PARCEL 2
DOC # 20070R016269
6/15/2007
8.5719 AC.

T.C PARCEL 5

SPECIAL PLANNING DIST. – 9
GENERAL COMMERCIAL ZONING

LOT 31 | LOT 32

LOT 33 | LOT 34

PARCEL No. 003-18C-02-063
AUGGIE INC LLC
DOC # 202006R011049
5/19/2020

S/L 1 | S/L 2 | S/L 3 | S/L 4 | S/L 5 | S/L 6 | S/L 32 | S/L 31 | S/L 30 | S/L 29 | S/L 28 | S/L 27

T.C PARCEL 6

PARCEL No. 003-18C-02-064
NEW BRUNSWICK CENTER PARTNERSHIP
DEED PARCEL 3
DOC # 20070R016269
6/15/2007
T.C PARCEL 6

PARCEL No. 003-18C-02-065
KAY KAUNA
DOC # 201606R026695
11/23/2016

BLOCK "G"

BRUNSWICK HEIGHTS ALLOTMENT
VOL. 4 PG. 11 M.C.P.R.

JEFFERSON AVENUE 50' (Public)
(50' Wide By Medina County Road Record
Book 1, Pg. 337)

WASHINGTON AVE. 30'
(Unimproved)

PARCEL No. 003-18C-02-081
NEW BRUNSWICK CENTER PARTNERSHIP
O.R. 480 PG 283
DEED PARCEL 3
3/8/1989
11.8651 AC

T.C PARCEL 3

LOT 34 | LOT 35

PARCEL No. 003-18C-02-011
NEW BRUNSWICK CENTER PARTNERSHIP
DEED PARCEL 1
DOC # 20070R016269
6/15/2007, 0.0224 AC.
T.C. PARCEL 4

PARCEL No. 003-18C-04-108
BORROMEO'S PARISH FEDERAL CREDIT UNION
DOC# 20070R029571
11/1/2007
1.6527 AC.

LOT 35 | LOT 36 | LOT 37 | LOT 38 | LOT 40

SPECIAL PLANNING DIST. – 9
MEDIUM DENSITY RESIDENTIAL

PARCEL No. 003-18C-04-112
MEDINA METROPOLITAN HOUSING AUTHORITY
DOC # 20190R021028
10/10/2019
6.2096 AC

C-G ZONING

CLEVELAND STREET 40'
(Public)

PEARL ROAD (S.R. 42)
Variable (Public)

MAP OF REZONING

BEING PART OF BRUNSWICK CENTER SMALL LOT NOS. 20, 28, 29, 30, 31, 34, 35 AND ALL OF 32 AND 33 OF PART OF ORIGINAL BRUNSWICK TOWNSHIP LOT NO. 14, TRACT 1 AS SHOWN BY THE PLAT IN PAGE 39 OF THE PLAT BOOK OF 1900 OF MEDINA COUNTY RECORDS, AND PART OF ORIGINAL BRUNSWICK TOWNSHIP LOT NO. 14, TRACT 1, BEING A PARCEL OF LAND CONVEYED TO NEW BRUNSWICK CENTER PARTNERSHIP BY DEEDS RECORDED ON 3/8/1989 IN O.R. 480, PAGE 283 OF MEDINA COUNTY RECORDER'S RECORDS, ON 6/15/2007 IN INSTRUMENT 20070R016269 OF MEDINA COUNTY RECORDER'S RECORDS, AND ON 1/30/2015 IN INSTRUMENT 20150R002052 OF MEDINA COUNTY RECORDER'S RECORDS
NOW IN THE CITY OF BRUNSWICK
MEDINA COUNTY, OHIO

DONALD G. BOHNING & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
7979 HUB PARKWAY * VALLEY VIEW, OHIO 44125
PHONE: (216) 642-1130 FAX: (216) 642-1132

HORIZ. SCALE	DR'N	CKD.	DATE	
1"=80'	T.M.	G.W.	SEPT, 2022	1/1
GR. SCALE 0' 40' 80'	FILE NO. 5394-P		ORDER NO. 5394-P	

M:\Jobsdat\p\5000-5499\5394-P\dwg\5394ZP.dwg 10/4/2022 - 8:41am

CITY OF BRUNSWICK

MAYOR
RON FALCONI

CITY MANAGER / SAFETY DIRECTOR
CARL S. DEFOREST

COUNCIL
MICHAEL J. ABELLA, JR
JOSEPH P. DELSANTER
NICHOLAS HANEK
KEITH A. KUCZMA
BRANDON LAMBERT
KRISTY PIPER
TIM SMITH

January 24, 2025

Lance Osborne
Osborne Capital Group
7670 Tyler Boulevard
Mentor, OH 44060

RE: New Brunswick Development SPD-9
North of Brunswick Plaza, Brunswick

Dear Mr. Osborne:

The Brunswick City Planning Commission, at their meeting on January 23, 2025, voted to **recommend approval** to City Council of the rezoning, conceptual plan and development guidelines for the New Brunswick Development SPD- 9, to rezone approximately 28.2141 acres from the existing C-G General Commercial District and R-M Medium Density Residential District to create Special Planning District No. 9 consisting of six parcels as follows: Permanent Parcel Nos. 003-18C-02-072, 003-18C-02-081, 003-18C-02-082, 003-18C-02-089, 003-18C-02-011, and 003-18C-02-108, which meets the minimum 10 acres to establish a SPD required by Section 1268.05(a) of the Zoning Code.

1. The Planning Commission has determined that the purpose of an SPD has been met pursuant to Section 1268.01(a), (b), (c), (d) and (e) of the Zoning Code. City Council shall also determine if the above purposes have been met.

2. In accordance with Section 1268.05(c), in order for City Council to create an SPD, they must first make written findings that the proposed SPD will meet the objectives of Section 1268.01, as listed above, and that one or more of the following conditions exist with the proposed SPD:
   (1) A concentration of existing or proposed retail, service or industrial establishments serving as a business activity center for the community.

BRUNSWICK
4095 CENTER ROAD - BRUNSWICK, OHIO 44212
CITY HALL PHONE: (330) 225-9144 - FAX: (330) 273-8023 - POLICE & FIRE PHONE: (330) 225-9111 - FAX: (330) 225-6002
http://www.brunswick.oh.us

(2) Lands which call for ingenuity and imagination by site designers and developers in keeping with overall land use and open space objectives of the Comprehensive Plan, while departing from the strict application of use, setback, height, lot size and related requirements of the Zoning Code.

3. The applicant has provided a revised photometrics plan indicating a maximum 2.4 footcandles average illumination level, pursuant to Section 12764(c).

4. A minimum 10' wide perimeter screening strip shall be installed along the Pearl and Center Road rights-of-way, pursuant to Section 1282.06(g), which shall be indicated on the detailed site plan.

5. The applicant has stated there will there be no on-site maintenance equipment and salt storage.

6. The applicant has indicated that low-illumination lighting on the trail leading from the townhomes to the recreation area on the west side of the site will be installed as per the revised plans submitted on January 23, 2025.

7. The revised development guidelines, per the Planning Commission's recommendations at the above meeting, shall be submitted to the administration.

8. The first reading on the proposed SPD-9 rezoning, conceptual plan and development guidelines is scheduled for City Council's meeting on Monday, February 10, 2025, subject to administration receiving the changes to the conceptual and development guidelines. Please contact Laura Timura, Clerk of Council, at (330) 558-6845 regarding the meeting time.

If you have any questions, please contact me at (330) 558-6830.

Sincerely,

Jennie Lods

Jennie Lods,
Planning & Zoning Coordinator

c: Carl S. DeForest, City Manager
City Council
Grant Aungst, Community & Economic Dev. Director
Dennis Nevar, Law Director
Jenny Zoldak, Consulting City Engineer
James Urankar, Chief Building Official
Andy Gray, MPG Architects
Ian Jones

APPENDIX J

DEVELOPMENT GUIDELINES

NEW BRUNSWICK SPECIAL PLANNING DISTRICT NUMBER 9

Table of Contents:

Section A Overview
Section B Purpose
Section C Conceptual Plan
Section D Development Guidelines
Section E Uses
Section F Compliance (Chapter 1268.04)
Section G Definitions
Section H Apartments
Section I Mixed Use
Section J Townhomes
Section K Commercial
Section L Supplemental Requirements
Section M Drawings and Reference Imagery

Section A Overview

These Development Guidelines, with the Concept Plan, comprise the Conceptual Development Plan required by Chapter 1268 for the New Brunswick Special Planning District Number 9 (SPD-9). As such, the Conceptual Development Plan is the zoning and development requirements for the 20-acre New Brunswick SPD-9 area. All provisions of Part Twelve of the Brunswick Codified Ordinances remain applicable to SPD-9, unless clearly indicated to the contrary in the Conceptual Development Plan.

Section B Purpose

The purpose of the New Brunswick Special Planning District is to create a zoning district designed for a mix of high and medium density residential areas and mixed-use buildings adjacent to new and existing commercial areas. More particular purposes for creating SPD-9 are as follows:
(1) To allow site designers and developers to use ingenuity and imagination in keeping with the overall land use and open space objectives of the City's Comprehensive Plan, while departing from some specific requirements of the Zoning Code;
(2) To allow more creative and flexible design of the built environment than possible with existing zoning;
(3) To create pedestrian access from the planned residential areas to the adjacent new and existing commercial areas and services.

Section C Conceptual Plan

The plan titled "Conceptual Plan New Brunswick Development" and dated December 5, 2024, which is attached to and made a part of the conceptual development plan, shall be the conceptual plan for SPD-9 as required by Section 1268.04(a) of the Zoning Code. The conceptual plan, which is a framework for preparing more detailed site and subdivision plans, shows representative footprints for individual

buildings. The Apartment, Commercial, and Mixed Use building shapes will be adjusted slightly for final building structural & architectural designs. The Townhome building shapes will also be slightly adjusted when a home builder is chosen and makes a commitment to the project.

Section D Development Guidelines

(1) Guidelines. The document titled "Development Guidelines, New Brunswick Special Planning District Number 9" and dated December 5, 2024, which is attached to and made a part of the conceptual development plan, shall be the development guidelines for SPD-9 as required by Section 1268.04(b) of the Zoning Code.
(2) Effect. The Development Guidelines adopted in (1) above, in conjunction with the Conceptual Plan, shall be the zoning regulations for the SPD-9 area. The Conceptual Development Plan, consisting of the Conceptual Plan and the Development Guidelines, shall supersede provisions to the contrary in the Zoning Code.

Section E Uses

The conceptual plan includes the following four Subdistricts;
(1) Apartments
(2) Mixed Use
(3) Townhomes
(4) Commercial

Section F Compliance (1268.04)

This section is provided as a more detailed means of demonstrating compliance with The City of Brunswick Planning and Zoning Code Chapter 1268.04, CONCEPTUAL DEVELOPMENT PLAN, subsections (a) Conceptual Plan, and (b) Development Guidelines, and (c) Status of Uses. The Chapter has been excerpted and the appropriate location of each item within the Conceptual Plan or Development Guidelines is indicated below:

A conceptual development plan consists of maps, text and/or graphics encompassing the following three elements: the conceptual plan, development guidelines and status of uses.

(a) Conceptual Plan. The conceptual plan shall be drawn at a usable scale, shall include an accurate legal description of the proposed SPD and shall include the following as a minimum:

(1) Circulation systems identifying all major pedestrian and vehicular ways;

Please refer to sheets 1 & 5 of the Conceptual Plan. Please also refer to the sheet titled “Vehicle Access Exhibit”.

(2) Schematic presentation of basic land uses and their relationship to existing vegetation, topography, and other natural features of the site, including descriptions of proposed uses in the non-residential portions of the site;

Please refer to sheets 1 & 2 of the Conceptual Plan.

(3) Density of residential areas and an indication of the structure type(s);

Please refer to sheet 1 of the Conceptual Plan.

(4) Transitions between the SP district and adjacent districts, i.e., buffers and access. Plan must include adjoining land uses.

Please refer to sheet 1 of the Conceptual Plan.

(b) Development Guidelines. The conceptual development plan will establish guidelines for development in the SPD, either incorporated into the conceptual plan or contained in a separate written text. The following list is to be used as a guide, but is not necessarily inclusive of all requirements.

(1) Location, size, materials and use of all buildings;

Please refer to Conceptual Plan for the locations and sizes of structures. Please also refer to Sections H, I, J, K in this Development Guidelines document and the incorporated reference imagery depicted.

(2) Open space and density;

Please refer to sheet 1 of the Conceptual Plan.

(3) Landscaping, buffers, screening and environmental and natural resource protection;

Please refer to sheet 1 of the Conceptual Plan for general landscape concepts, including the delineation between deciduous and evergreen trees.

(4) Minimum lot areas, frontage, width, setbacks, and maximum building height;

Please refer to sheets 1 from the site plan set of documents titled Conceptual Plan New Brunswick Development for lot areas, frontage, width, and setbacks. Please refer to Sections H, I, J, K of this Development Guidelines document for building height information.

(5) Floor area ratios, lot coverage, minimum floor area;,

Please refer to sheet 1 of the Conceptual Plan.

(6) Parking, signage and exterior lighting;

Please refer to sheet 1 of the Conceptual Plan for locations of structures, as well as this Development Guidelines document and the incorporated reference imagery depicted within. Please also see the document titled "Brunswick Development Site Lighting Photometric Study".

(7) Exterior renovation, altering or demolition; and

There are no existing structures to remain within the proposed SPD.

(8) Erosion and sedimentation control.

Erosion and sedimentation control will comply with Chapter 1234 of the City of Brunswick Planning and Zoning Code. Final construction plans will be submitted to he City Engineer for review and approval.

(c) Status of Uses. Land uses shall be depicted within the conceptual development plan. The Conceptual Development Plan may be divided into subdistricts and may contain provisions for principally permitted uses, accessory uses, and conditionally permitted uses.

Please refer to the included Subdistrict Exhibit. In addition, the following describes which buildings identified on sheet 1 of the Conceptual Plan correspond with the uses identified in Section E of the Development Guidelines:

- Apartments: Bldg. C, Bldg. D, Bldg. E, Bldg. F, and adjacent "Garages" buildings.
- Mixed Use: Bldg. A, Bldg. B, and adjacent "Garages" buildings.
- Commercial: Bldg. G
- Townhomes: All other buildings as depicted in the southwest portion of the site.

Section G Definitions

As used in these development guidelines, certain terms are defined as follows:

Building Frontage – Primary - A building frontage that abuts a street listed as a primary street.

Building Frontage – Secondary - A building frontage that abuts an alley or street not listed as a primary street.

Building Front Setback –Except as otherwise specified herein, the front setback shall be defined as the distance from the property line to the front of the building or structure facing the street.

Building Rear Setback – Except as otherwise specified herein, the rear setback shall be defined as the distance from the wall or plane, opposite the primary frontage, to the rear lot line, and not from a deck, balcony, or patio in the rear yard.

Footcandle - A unit of light intensity that is equal to the amount of light falling on one square foot area from a one candela light source at a distance of one foot (one lumen per square foot).

Gable - The triangular section of wall at the end of a pitched roof, occupying the space between the two slopes of the roof, or the whole end wall of a building or wing having a pitched roof.

Masonry Materials – Consist of natural or engineered stone, traditional or engineered brick.

Natural Materials – Consist of Masonry Materials, as well as wood, excluding sheet goods 4 feet by 8 feet or larger, and including cement composite lap or board & batten siding, glass, and metal.

Pedestrian Scale – To design buildings, site plans, streets and open space that are aimed toward pedestrians using them.

Shorter Side Elevations – When a building is of a rectangular oblong form, the shorter side elevations are the two elevations that are shortest in length and opposing in form. If a building includes a turn, but is otherwise of a rectangular oblong form, the shorter side elevations are those that would be opposing if no turn were to exist.

Gross Floor Area (GFA) – The total floor area of the particular use.

(end of Section G)

General Requirements & Design Standards by Subdistrict

Section H Apartments

A. Uses Permitted.
   1. Multi-family dwellings;
   2. Any use or structure that is accessory and incidental to the above use

B. Development Standards
   1. Setbacks
      a. Minimum building setback as indicated on the Conceptual Site Plan
   2. Building types
      a. Three- and Four-story buildings
   3. Building Height
      a. Maximum building height: 65 feet
   4. Parking Guidelines:
      a. Studio and 1-bedroom units: 1.5 spaces per dwelling unit, including 0.5 spaces in a garage
      b. 2-bedroom or more units: 2.0 spaces per dwelling unit, including 1 space in a garage
      c. Parking minimums may include on-street parking spaces
      d. There are no parking maximums.
   5. Private Open Space:
      a. Each multifamily dwelling unit shall be provided private open space at the ratio of 40 square feet per unit.

C. Architecture Standards
   1. Style/Character
      a. Buildings shall receive four-sided architectural treatments, including Natural Materials and pedestrian scaled exterior architectural features.
      b. Buildings shall have some bipartite or tripartite exterior organization, meaning they shall be designed with a minimum of a base and cap.
      c. Single-story garage structures shall be required to follow Architecture Standards listed under section 4 “Materials and Configurations” subsections (a), (d), (e),

and (f) only, as well as sections 5, 6, 7, 8, 9, 10 & 11 in their entirety. Subsection 4(a) shall be interpreted to exclude the garage doors from the total material percentages.

2. Details
    a. The use of architectural detailing is strongly encouraged to provide scale and interest to the building. Examples of detailing include stone or masonry foundations and water tables, masonry opening trim such as cast stone, rowlock, or solider course sills and lintels, the use of balusters, awnings, or expressive contemporary architectural elements such as frames, reveals, projections, and similar gestures to articulate form and depth.
3. Mass/Scale
    a. Façade treatment should be formed to break the appearance into multiple forms to better relate to the pedestrian scale. Detail elements (as outlined above) should be used to create pedestrian scale.
4. Materials and Configurations
    a. Exterior wall surfaces of buildings adjacent to main thoroughfares should consist of 60 percent Natural Materials including windows. Smooth metal panels may also be used in combination with other materials. The balance of the building elevations shall include materials consistent with those on the front in varying percentages with a minimum of 30 percent Natural Materials including windows. EIFS shall not be more than 10% of any exterior wall surface.
    b. Glass openings shall be a minimum of 10% of the entire exterior wall.
    c. There shall be no blank, un-articulated building wall exceeding 30 feet in length. Any wall exceeding 30 feet in length except at the shorter side elevations, shall include offsets such as projections, change(s) in wall plane, or recesses. Offset distance should be at least 24 inches and is encouraged to be more. Offsets shall extend at least 20 percent of the entire façade in any direction. Balconies on all upper levels shall be considered as a change in plane. Shorter side elevations shall include variations in materials, glass openings, and architectural detailing as a means of articulating form and depth to avoid the appearance of blank walls.
    d. Colors shall be muted (of low or medium saturation) with low reflectivity. Accent and trim colors must complement the effect of the primary building color. Bold, brash, intense, bright, fluorescent, or metallic accent colors are prohibited, unless approved by the Planning and Zoning Commission for very limited application.
    e. While muted colors generally work best as a dominant, overall color, a brighter color may be appropriate for accent elements, such as building form gestures, door and window frames, and architectural details.
    f. Color palettes for new buildings shall be compatible with the colors of adjacent structures planned within this site. Architectural detailing shall complement the facade and coordinate with adjacent buildings. Roof colors shall be muted and compatible with the dominant building color.
5. Roof

a. Materials: For sloped roofs: natural or simulated slate or asphalt tile, wood shakes, dimensional shingles, standing seam metal, copper metal, or flat roof systems.
b. Minimum 8 inches roof overhangs are required on all pitched roofs.
c. Sloping roofs shall have a minimum pitch of 4/12 and a maximum 12/12.
d. The use of eaves, rakes, cornice lines and etc. are strongly encouraged to add visual interest.

6. Openings
   a. Wood, vinyl, aluminum, aluminum clad, steel and fiberglass are acceptable.
   b. Glass can be tinted or clear; reflective glass shall not be permitted.
7. Mechanical Equipment/Screening
   a. If located on a roof or exterior to the building, all mechanical equipment and utilities shall be screened from adjacent roads and sidewalks.
   b. Mechanical/utility screening shall be an integral part of the building structure and architecture and not give the appearance of being “tacked on” to the exterior surfaces.
8. Landscaping
   a. Detailed future Landscaping plans shall be submitted to the city by the developer.
9. Lighting
   a. Architecture Building-Mounted Lighting: Building mounted lighting may be used to highlight specific architecture features or primary customer or building entrances. General floodlighting of building facades is not permitted.
   b. Decorative building lighting shall be dimmable.
10. Site Lighting
    a. Lighting shall be provided near all circulation areas, buildings and recreation areas where appropriate. The lighting design shall follow guidelines to promote safety and conserve resources. Appropriately sized and downward directional lighting to be selected to reduce effects on neighbors and avoid light pollution.
    b. All exterior lighting shall comply with requirements of the City of Brunswick Planning and Zoning code.
11. Signage
    a. Signage in this district is intended to identify to the user the location of a specific business. Signage must be subservient to the overall design and impression of the architecture.
    b. Building signage shall comply with Section 1270 within the Brunswick Zoning Code.
    c. Ground mounted signage must be incorporated with a masonry base of at least 24 inches in heights consisting of stone, natural stone, or matching materials found on the main building.
12. Typical Conceptual Elevation
    a. Please refer to Section M for a typical conceptual elevation that exemplifies the guidelines outlined in Section H.C.1 through Section H.C.12.

Section I Mixed Use

A. Uses Permitted.
   1. Multi-family dwellings
   2. Personal services;
   3. Retail businesses;
   4. Financial institutions;
   5. Professional offices;
   6. Medical and dental clinics and offices;
   7. A public or private educational facility, including, without limitation, child care facilities, nursery schools, pre-schools, kindergartens;
   8. Restaurants, taverns and nightclubs;
   9. Any use or structure that is accessory and incidental to any of the above uses

B. Development Standards
   1. Setbacks
      a. Minimum building and pavement front setback from S.R. 303: as indicated on the Conceptual Site Plan
   2. Building Height
      a. Maximum building height: 65 feet
   3. Parking Guidelines:
      a. Studio and 1-bedroom units: 1.5 spaces per dwelling unit, including 0.5 spaces in a garage.
      b. 2-bedroom or more units: 2.0 spaces per dwelling unit, including 1 space in garage.
      c. Retail businesses, financial institutions, professional offices, medical and dental clinics and offices: 1 per 750 sf. GFA
      d. Personal services, restaurants, tavern and nightclubs: 1 per 500 sf. GFA
      e. Child care facilities, nursery schools, pre-schools, kindergartens: 3 per 1,000 sf. GFA
      f. Parking minimums may include on-street parking spaces
      g. There are no parking maximums
      h. Private Open Space:
         1. Each multifamily dwelling unit shall be provided private open space at the ratio of 40 square feet per unit.

C. Architecture Standards
   1. Style/Character
      a. Buildings shall receive four-sided architectural treatments, including Natural Materials and pedestrian scaled exterior architectural features.
      b. Buildings shall have some bipartite or tripartite exterior organization, meaning they shall be designed with a minimum of a base and cap.
      c. Single-story garage structures shall be required to follow Architecture Standards listed under section 4 “Materials and Configurations” subsections (a), (d), (e), and (f) only, as well as sections 5, 6, 7, 8, 9, 10 & 11 in their entirety. Subsection 4(a) shall be interpreted to exclude the garage doors from the total material percentages.
   2. Details
      a. The use of architectural detailing is strongly encouraged to provide scale

and interest to the building. Examples of detailing include stone or masonry foundations and water tables, masonry opening trim such as cast stone, rowlock, or solider course sills and lintels, the use of balusters, awnings, or expressive contemporary architectural elements such as frames, reveals, projections, and similar gestures to articulate form and depth.

3. Mass/Scale
    b. Façade treatment should be formed to break the appearance into multiple forms to better relate to the pedestrian scale. Detail elements (as outlined above) should be used to create pedestrian scale.
4. Materials and Configurations
    a. Exterior wall surfaces of buildings adjacent to main thoroughfares should consist of 60 percent Natural Materials including windows. Smooth metal panels may also be used in combination with other materials. The balance of the building elevations shall include materials consistent with those on the front in varying percentages with a minimum of 30 percent Natural Materials including windows. EIFS shall not be more than 10% of any exterior wall service.
    b. Glass openings shall be a minimum of 10 percent of the entire exterior wall.
    c. There shall be no blank, un-articulated building wall exceeding 30 feet in length. Any wall exceeding 30 feet in length except at the shorter side elevations, shall include offsets such as projections, change(s) in wall plane, or recesses. Offset distance should be at least 24 inches and is encouraged to be more. Offsets shall extend at least 20 percent of the entire façade in any direction. Balconies on all upper levels shall be considered as a change in plane. Shorter side elevations shall include variations in materials, glass openings, and architectural detailing as a means of articulating form and depth to avoid the appearance of blank walls.
    d. Colors shall be muted (of low or medium saturation) with low reflectivity. Accent and trim colors must complement the effect of the primary building color. Bold, brash, intense, bright, fluorescent, or metallic accent colors are prohibited, unless approved by the Planning and Zoning Commission for very limited application.
    e. While muted colors generally work best as a dominant, overall color, a brighter color may be appropriate for accent elements, such as building form gestures, door and window frames, and architectural details.
    f. Color palettes for new buildings shall be compatible with the colors of adjacent structures planned within this site. Architectural detailing shall complement the facade and coordinate with adjacent buildings. Roof colors shall be muted and compatible with the dominant building color.
5. Roof
    a. Materials: For sloped roofs: natural or simulated slate or asphalt tile, wood shakes, dimensional shingles, standing seam metal, copper metal, or flat roof systems.
    b. Minimum 8 inches roof overhangs are required on all pitched roofs.
    c. Sloping roofs shall have a minimum pitch of 4/12 and a maximum 12/12.

d. The use of eaves, rakes, cornice lines and etc. are strongly encouraged to add visual interest.

6. Openings
   a. Wood, vinyl, aluminum, aluminum clad, steel and fiberglass are acceptable.
   b. Glass can be tined or clear; reflective glass shall not be permitted.
7. Mechanical Equipment/Screening
   a. If located on the roof or exterior to the building, all mechanical equipment and utilities shall be screened from adjacent roads and sidewalks.
   b. Mechanical/utility screening shall be an integral part of the building structure and architecture and not give the appearance of being "tacked on" to the exterior surfaces.
8. Landscaping
   a. Detailed future Landscaping plans shall be submitted to the city by the developer.
9. Lighting
   a. Architecture Building-Mounted Lighting: Building mounted lighting may be used to highlight specific architecture features or primary customer or building entrances. General floodlighting of building facades is not permitted.
   b. Decorative building lighting shall be dimmable.
10. Site Lighting
    a. Lighting shall be provided near all circulation areas, buildings and recreation areas where appropriate. The lighting design shall follow guidelines to promote safety and conserve resources. Appropriately sized and downward directional lighting to be selected to reduce effects on neighbors and avoid light pollution.
    b. All exterior lighting shall comply with requirements of the City of Brunswick Planning and Zoning code.
11. Signage
    a. Signage in this district is intended to identify to the user the location of a specific business. Signage must be subservient to the overall design and impression of the architecture.
    b. Building signage shall comply with Section 1270 within the Brunswick Zoning Code.
    c. Ground mounted signage must be incorporated with a masonry base of at least 24 inches in heights consisting of stone, natural stone, or matching materials found on the main building.

Section J Townhomes

A. Development Standards
   1. Setbacks
      a. Minimum building front setback: 20 feet (Edge of Pavement)
      b. Rear yard setback: as indicated on the Conceptual Site Plan.
         (i) Wood decks and balconies may extend up to 12 feet beyond plane of rear wall
            (a) Private open space shall be a minimum of 80 square feet per unit.

c. Minimum building separation: 25 feet
d. Units' widths should be a minimum of 24 feet

2. Intensity of Use
   a. The overall gross residential density for development shall not exceed 6.0 units per acre.
   b. Building Heights
      (i) Maximum building height: Two stories.
3. Prohibited Accessories
   a. Sheds or other accessory structures of any type are prohibited
   b. Swimming Pools of any type are prohibited.

B. Architecture Standards
1. Style/Character
   a. Buildings shall receive architectural treatments on the front side of the unit including Natural Materials and pedestrian scaled architectural features.
   b. Development should be consistent in the style of an attached townhome, characterized as a single family home which shared one or more walls with another independently owned unit(s).
   c. Colors shall be muted (of low or medium saturation) with low reflectivity. Accent and trim colors must complement the effect of the primary building color. Bold, brash, intense, bright, fluorescent, or metallic accent colors are prohibited, unless approved by the Planning and Zoning Commission for very limited application.
2. Mass/Scale
   a. Mass and scale should emulate the style and character description listed above description.
   b. Façade treatments should be formed to break the appearance into smaller facades to better related to a pedestrian/human scale.
   c. Garages may be designed as a dominant visual element of the building or streetscape. All attached garages shall comply with one of the following:
      i. When the garage door is oriented parallel, or mainly parallel, to the access street:
         1. When a singular mass contains the garage space, and no living area, and the garage door is oriented parallel, or mainly parallel, to the access street, it may project a maximum of four feet closer to the primary access street, whether public or private, than the front wall of the main living area; or
         2. When a singular mass contains the garage space, and no living area, and the garage door is oriented perpendicular, or mainly perpendicular, to the access street, it may project a maximum of ten feet closer to the primary access street, whether public or private, than the front wall of the main living area; or
         3. When a singular mass contains garage space as well as any

type of living area, it may project a maximum of 24 feet closer to the primary access street, whether public or private, than the front wall of the main living area.

C. General Architecture Standards for the Townhomes subdistrict;
   1. Details
      a. The use of architecture detailing is encouraged to provide scale and interest to the building. Examples of detailing include frieze boards, quoins, columns, balusters, and other similar items.
      b. The front elevation excluding garage doors, shall include materials consistent with those with a minimum of 40% Natural Materials. Stucco and EIFS shall be used in moderation.
         (i) Brick shall be in a traditional masonry pattern, in standard sizes. Brick may have the appearance of painted or “washed” if in context with the architectural theme being portrayed.
         (ii) Stone shall be of natural or engineered stone with a smooth or natural finish. Spilt face stone is acceptable in limited situations. Stone should be laid in a random ashlar pattern.
         (iii) Siding should be of traditional profiles such as 4”-8” horizontal and/or vertical beveled. Siding shall be wood or a simulated grain.
         (b) Vinyl should be a minimum 0.30mm thickness.
   2. Roof
      a. Materials:
         (i) Natural or simulated slate or tile, wood shakes, dimensional asphalt shingles, standing seam metal, and copper are acceptable materials.
         (ii) Natural colors are acceptable.
      b. Pitched roofs shall have a minimum 8” roof overhang, and be appropriate for the style of the house.
      c. Primary sloping roofs shall have a minimum pitch of 5/12. Roof pitches for secondary sloping roofs, including accessory design elements such as shed dormers or similar expressions, may have a reduced slope of no less than 3/12.

   3. Openings (images and/or graphic to be provided)
      a. Wood, aluminum, aluminum clad, steel, vinyl and fiberglass are acceptable.
      b. Glass should be clear. Windows only on garage doors or into bathrooms may be clear, frosted, tinted, or stained glass.
      c. Skylights are permitted only when appropriately screened from street views.
      d. Cupolas, dormers, lanterns, belvederes or window bays are permitted, provided they are consistent with the architecture style.
      e. All windows may have grids. If installed, the grids shall be applied to the exterior or interior of windows.
      f. Front doors shall be of a style appropriate of the architectural style of the house.
   4. Garages
      a. Each dwelling unit shall have 2 parking spaces per unit in a garage which is

physically attached to and directly accessible from the dwelling unit. Each dwelling unit shall also have a drive wherein 2 standard automobiles can be parked as well.

b. Garages may be front or side facing.
c. Garage doors may be natural or synthetic materials.
d. Garage front walls within a building of attached units shall have alternate offsets to not create a dominant straight wall visual effect.

5. Fencing
   a. Intent: While fencing is often necessary to buffer between properties, they can create a visually-monotonous presence. These standards provide that fencing is visually-appealing, complement the design of the building, and provide visual interest.
   b. The maximum heights of a fence shall be 6 feet.
   c. No fences are permitted in the front or side yard of townhomes.
   d. Fences shall be decorative in nature and be constructed of vinyl in a “clay” finish. Solid wood, stacked spilt rail, post and rail style, and chain linked fences are prohibited.
6. Utility/Mechanical Screening
   a. All mechanical and above-ground utilities shall be screened with wires and other associated elements neatly organized and hidden where possible.
   b. Utility meters, air conditioning equipment, exhaust pipes, valve covers, irrigation equipment, satellite dishes and other service structures shall be located to the side or rear of the building. If located on the side of the building, these elements should be screened.
7. Street Lighting
   a. Street lighting shall be installed at intersections and Cul De Sacs and along street runs as required by the City of Brunswick Planning and Zoning code. Appropriately sized and downward directional lighting to be selected to reduce effects on neighbors and avoid light pollution.
8. Open Space - The Townhome Subdistrict shall have two types of Open Space - Common and Private.
   a. Common Open Space shall be the areas shown on the plan that go between the main building structures and behind those buildings to the outer perimeter property lines, the stormwater management ponds within this Subdistrict and any park areas. It will also include the sidewalk along the streets and sidewalks connecting to the other Subdistricts.
   b. Private Open Space shall be the areas directly behind and adjacent to each unit and as shown on the Conceptual Site Plan. Private open space may be screened and or landscaped and specifically used and enjoyed by the residents to provide privacy. The added landscape and screening are to be maintained by the unit owner.
9. Mailboxes
   a. Individual and shared community mailboxes shall meet the federal standards set by the United States Postal Service.
   b. The design of the shared community mailbox shall be of high quality, with aesthetic appeal.

Section K Commercial

A. Uses Permitted.
   1. Personal services;
   2. Retail businesses;
   3. Financial institutions;
   4. Professional offices;
   5. Medical and dental clinics and offices;
   6. Veterinary hospitals, clinics & services;
   7. Educational institutions;
   8. A public or private educational facility, including, without limitation, child care facilities, nursery schools, pre-schools, kindergartens;
   9. Restaurants, taverns and nightclubs;
   10. Drive-Through Windows;
   11. Any use or structure that is accessory and incidental to any of the above uses.

B. Development Standards
   1. Yard Setbacks; as indicated on the Conceptual plan
   2. Building Height; Maximum building height: 45 feet

C. Building Configuration and Materials.
   1. Building walls.
      a. Walls facing a public street shall be designed in sections to break up the appearance of a long horizontal wall. Building elements such as canopies, porches, bays or projections should be used to break up the appearance of a long wall. Alternately, changes in material or color can be used to break up the appearance of a long wall.
      b. Buildings shall be clad appropriately to suggest an enduring and regional character. Standard modular brick, stone, precast concrete, or cement siding are among the materials that may be used. Precast concrete panels should be used in the manner of stone, but panels should not be embossed with brick or stone patterns. Split-face block should only be used as a base course or accent material. When split-face block is used, alternating coursing, varied block size, and change in material depth should be used to give the appearance of stone.
      c. Standard modular brick is encouraged, but brick face dimensions of up to 4 inches x 12 inches are permitted.
      d. If stucco or EIFS is used as a primary material, it shall incorporate changes in depth, plane, and other architectural features to add detail and interest to a facade, and to avoid the appearance of a monolithic wall, or be supplemented by other primary materials with aforementioned changes in depth, plane, related to the stucco or EIFS systems.
      e. Metal, tile, and other appropriate regional materials may be used as an accent material.
      f. The maximum length of a facade that faces a public street or parking area that is "blank," meaning of one contiguous material and color without fenestration, accents, or change in material or color, is 30 linear feet.
      g. All facades should be animated with changes in material and color.
   2. Building elements. Lintels in masonry walls should be articulated with brick soldier courses, stone, or precast concrete.
   3. Windows and doors.
      a. Windows or their mullion configuration shall be of square or vertical proportion.

b. Clear glass should be the primary glass used at ground level.

4. Building roofs, parapets, and cornices.
   a. Roofs may be pitched or flat or a combination thereof.
5. Building entrances; All buildings shall provide an identifiable public entry.
6. Site Lighting
   a. Site lighting shall be provided near all circulation areas and buildings where appropriate. The lighting design shall follow guidelines to promote safety and conserve resources. Appropriately sized and downward directional lighting to be selected to reduce effects on neighbors and avoid light pollution.
   b. All exterior lighting shall comply with requirements of the City of Brunswick Planning and Zoning code.
7. Landscaping
   a. Detailed future Landscaping plans shall be submitted to the city by the developer.
8. Lighting
   a. Architecture Building-Mounted Lighting: Building mounted lighting may be used to highlight specific architecture features or primary customer or building entrances. General floodlighting of building facades is not permitted.
   b. Decorative building lighting shall be dimmable.
9. Signage
   a. Signage in this district is intended to identify to the user the location of a specific business. Signage must be subservient to the overall design and impression of the architecture.
   b. Building signage shall comply with Section 1270 within the Brunswick Zoning Code.
   c. Ground mounted signage must be incorporated with a masonry base of at least 24 inches in heights consisting of stone, natural stone, or matching materials found on the main building.

Section L Supplemental Requirements

(1) Planning Commission Modification. The Planning Commission may modify the strict requirements of the development guidelines if it finds that privacy, light and openness are improved because of skillful design in the arrangement of buildings, open spaces, landscaping or other site features. The Commission may require such features as fences and plantings to protect adjoining residences. The Commission may approve minor shifts in the boundaries between the four subdistricts.

(2) Supplemental Requirements. New Brunswick SPD-9 shall be reviewed and approved according to the procedures in Chapter 1268, including the Conceptual Development Plan and these development guidelines. In approving the conceptual development plan, or any portions thereof, the Planning Commission may attach written supplemental requirements to the plan. These supplemental requirements may be adopted by the Commission without a public hearing or action by City Council.

(3) Site Plan Review. Site plans shall be reviewed by the Planning Commission for conformity

with the Conceptual Development Plan. Site plans shall be submitted and reviewed for each subdistrict within SPD-9 as required by Chapter 1278. For site plans which fully comply with the Conceptual Development Plan, the discussion plan stage in Section 1278.03(b) and the Council review stage in Section 1278.03(f) are not required.

Section M Drawings and Reference Imagery

I. Concept Plan - Please refer to the separate attached document titled, “Conceptual Plan New Brunswick Development”.

II. Please refer to the separate attached document titled, “Proposed Drive Sections New Brusnwick Development”
   a. Private Drive Section - Center Steet Access Drive @ Bldg’s ‘A’ & ‘B’
   b. Private Drive Section - Pearl Road Access Drive @ Bldg’s ‘D’ & ‘E’

III. Typical Conceptual Elevations:
   a. Apartments: Please refer to the following documents identified as:
      i. PZSK3, PZSK4, PZSK5, PZSK6, PZSK7 (garages only)
   b. Mixed Use
      i. PZSK1, PZSK2
   c. Townhomes
      i. Townhouse Type 1
      ii. Townhouse Type 2
   d. Commercial
      i. PZSK7

IV. Conceptual 3D imagery: Please note these represent general building designs and site relationships. Landscaping features and plantings shown are purely conceptual and not representative of final landscape design in quantity, type, or arrangement of plantings.
   a. PZSK9, PZSK10, PZSK11, PZSK12, PZSK13, PZSK14, PZSK15, PZSK16, PZSK17, PZSK18, PZSK19, PZSK20, PZSK21

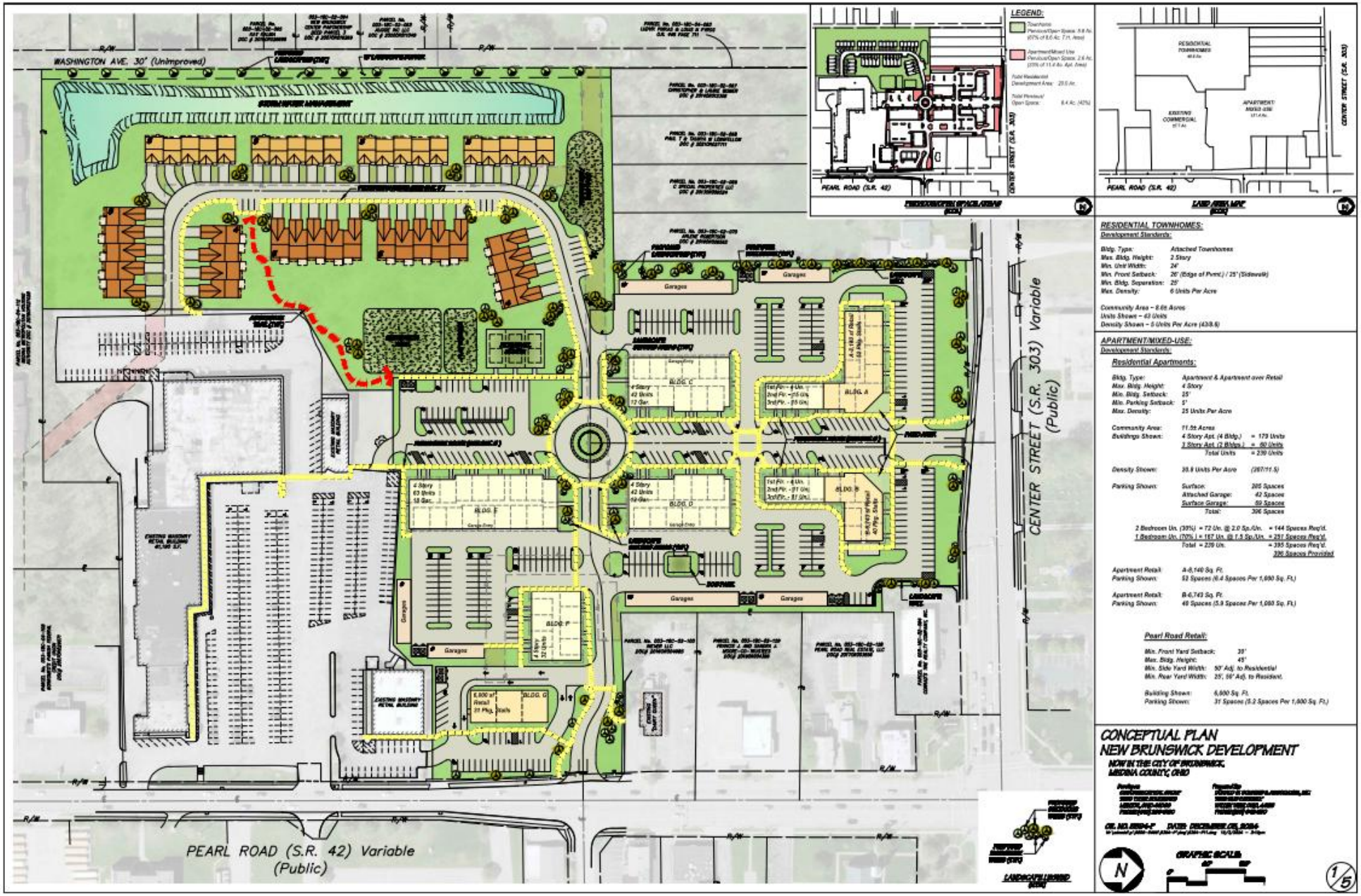
V. Please refer to the document titled “Brunswick Development Site Lighting Photometric Study” for the lighting study.

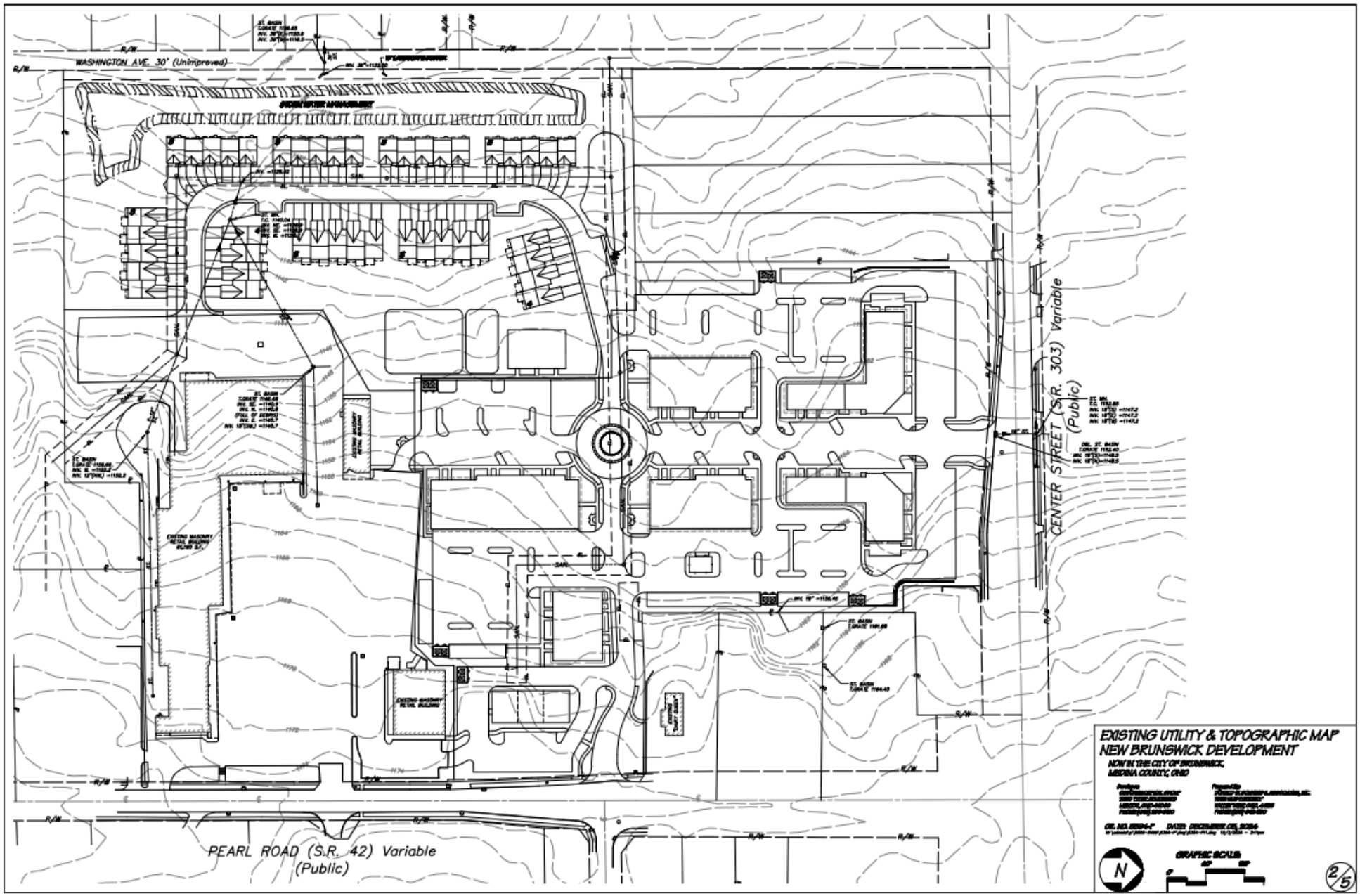
VI. Please refer to the document titled "Brunswick Subdistrict Exhibit” for demarcation of the uses corresponding with Section E.

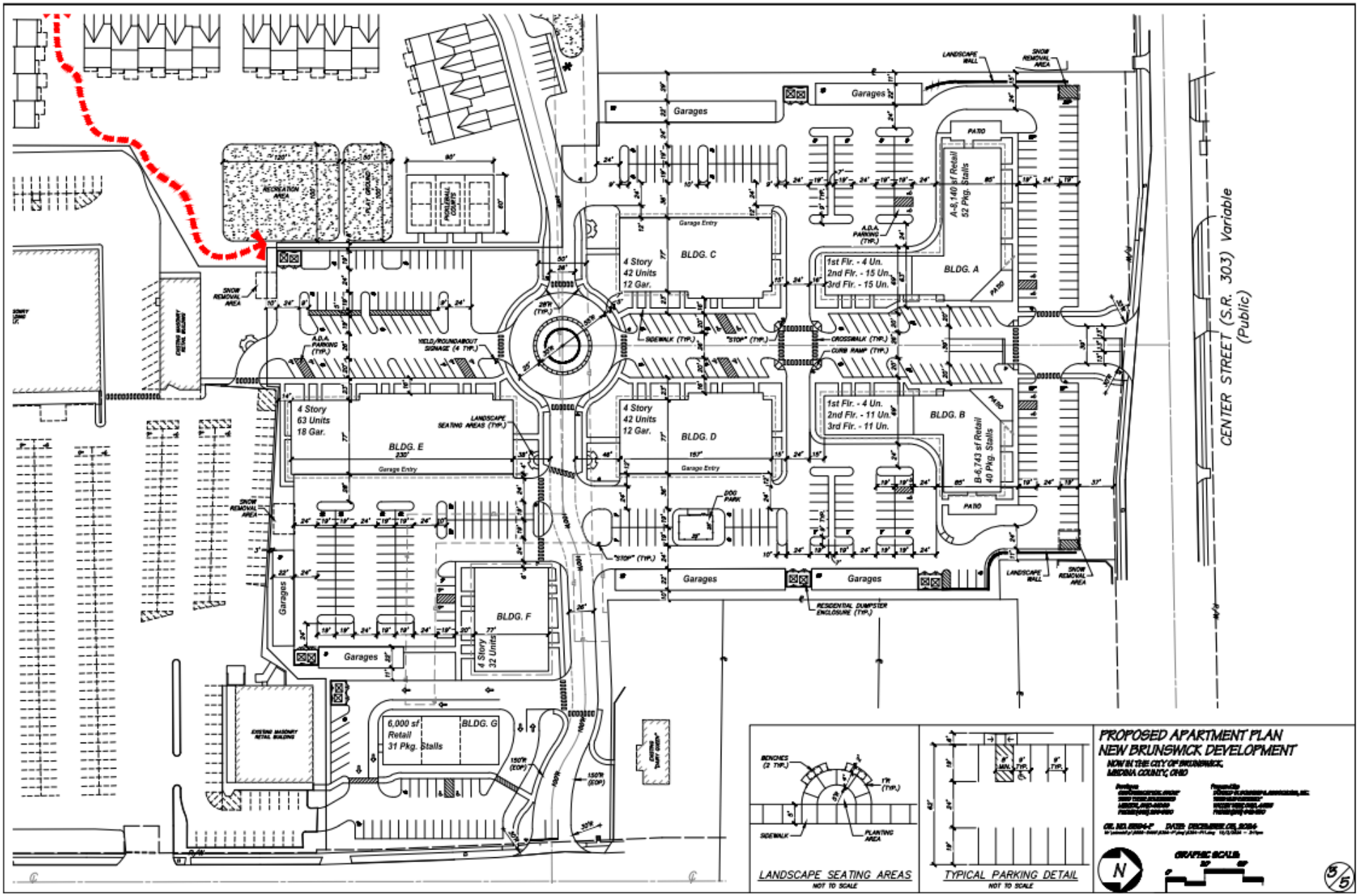
01-30-2025

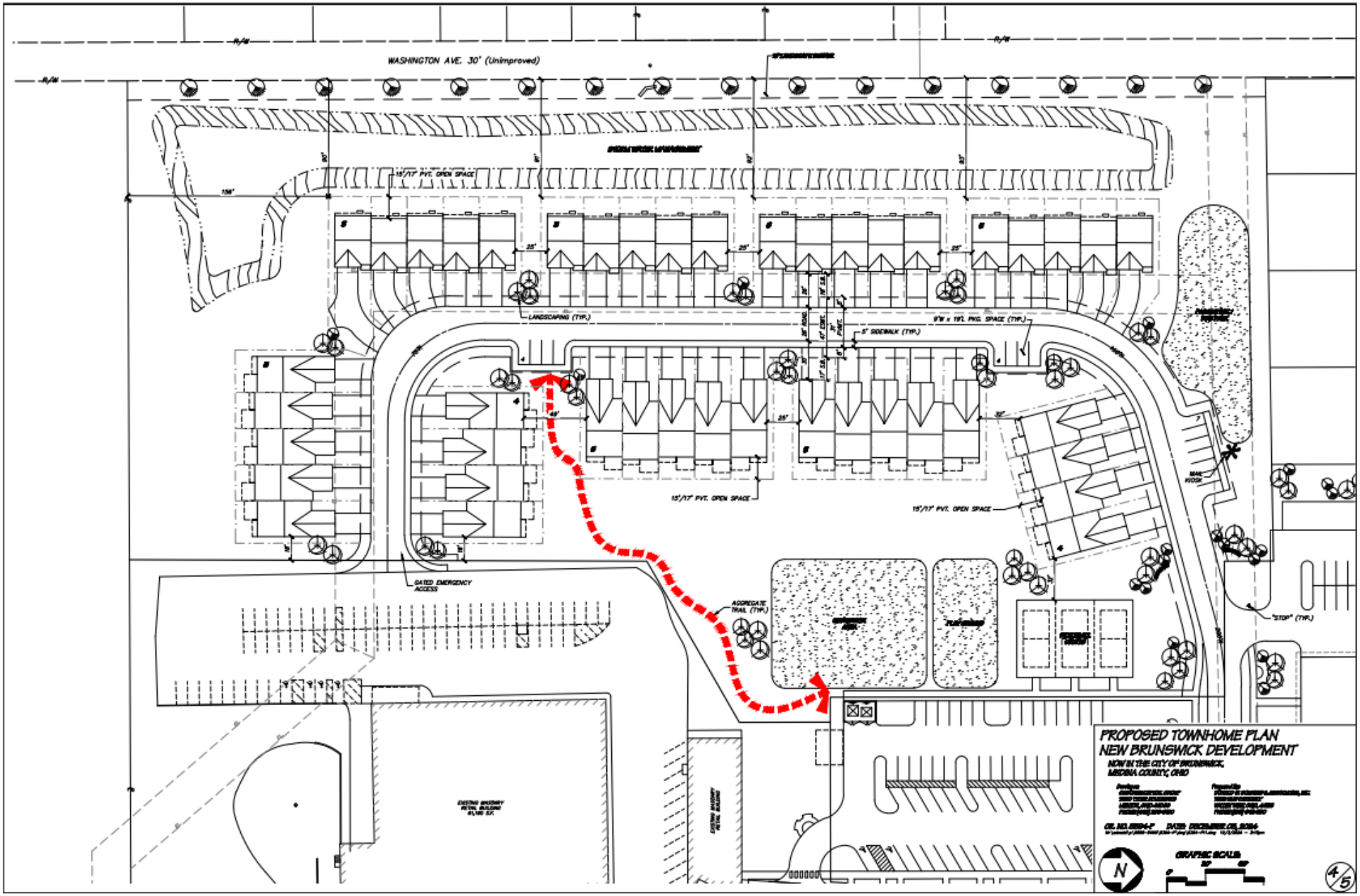
Section M Drawings and Reference Imagery

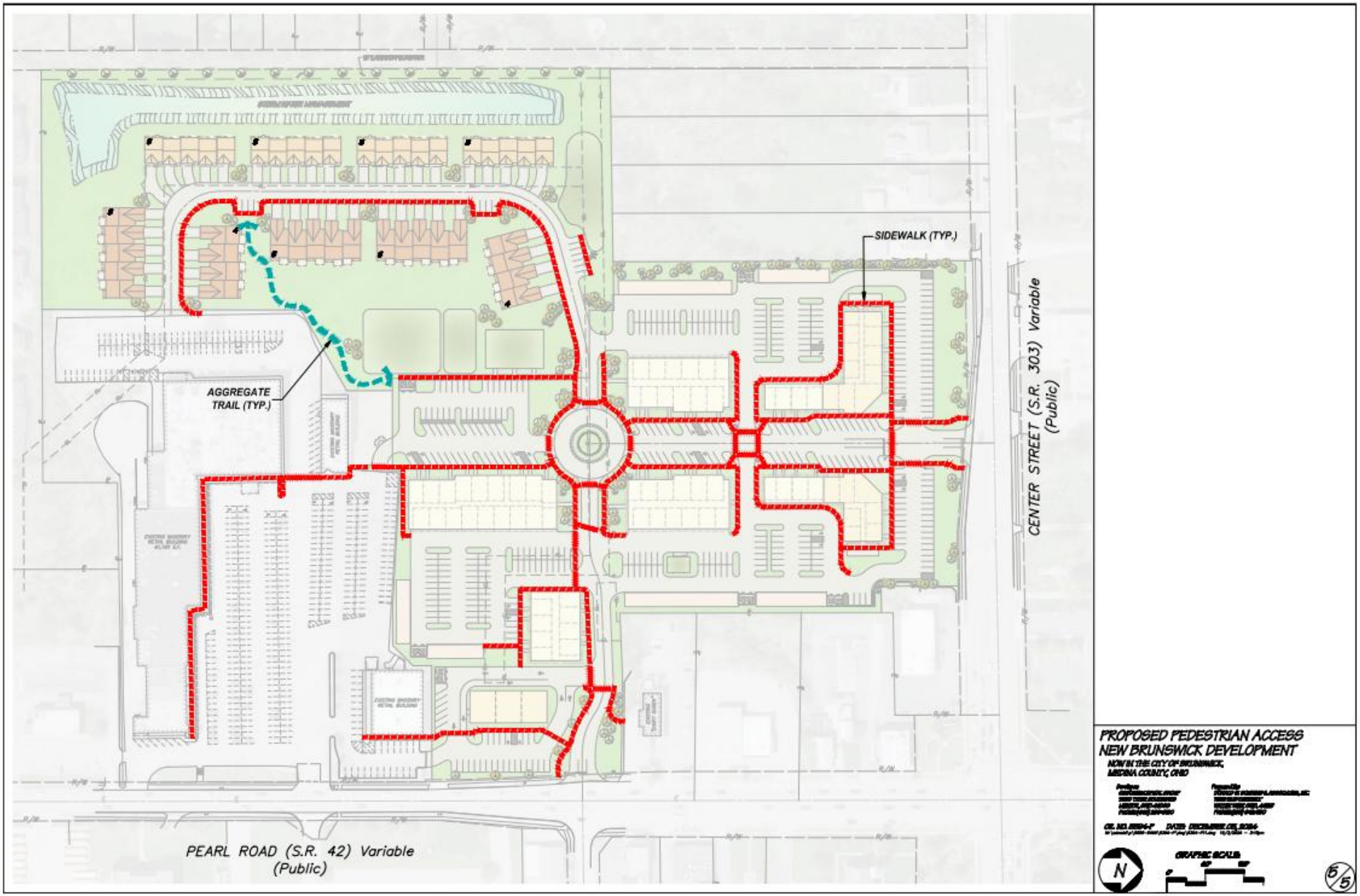
I. Concept Plan – Pages 1 - 5




WASHINGTON AVE. 30' (Unimproved)
CENTER STREET (S.R. 303) Variable
(Public)
PEARL ROAD (S.R. 42) Variable
(Public)
EXISTING UTILITY & TOPOGRAPHIC MAP
NEW BRUNSWICK DEVELOPMENT
NOW IN THE CITY OF BRUNSWICK,
MEDINA COUNTY, OHIO
GRAPHIC SCALE
N
2/5


CENTER STREET (S.R. 303) Variable
(Public)
BLDG. A
BLDG. B
BLDG. C
BLDG. D
BLDG. E
BLDG. F
BLDG. G
Garages
4 Story
42 Units
12 Gar.
4 Story
63 Units
18 Gar.
4 Story
32 Units
1st Flr. - 4 Un.
2nd Flr. - 15 Un.
3rd Flr. - 15 Un.
1st Flr. - 4 Un.
2nd Flr. - 11 Un.
3rd Flr. - 11 Un.
A-8,140 sf Retail
52 Pkg. Stalls
B-6,743 sf Retail
40 Pkg. Stalls
6,000 sf
Retail
31 Pkg. Stalls
PATIO
RECREATION AREA
SNOW REMOVAL AREA
LANDSCAPE WALL
LANDSCAPE SEATING AREAS (TYP.)
A.D.A. PARKING (TYP.)
SIDEWALK (TYP.)
CROSSWALK (TYP.)
CURB RAMP (TYP.)
"STOP" (TYP.)
RESIDENTIAL DUMPSTER ENCLOSURE (TYP.)
Garage Entry
EXISTING MASONRY RETAIL BUILDING
EXISTING "DAIRY QUEEN"
PROPOSED APARTMENT PLAN
NEW BRUNSWICK DEVELOPMENT
NOW IN THE CITY OF BRUNSWICK,
MEDINA COUNTY, OHIO
LANDSCAPE SEATING AREAS
NOT TO SCALE
TYPICAL PARKING DETAIL
NOT TO SCALE
GRAPHIC SCALE
3/5

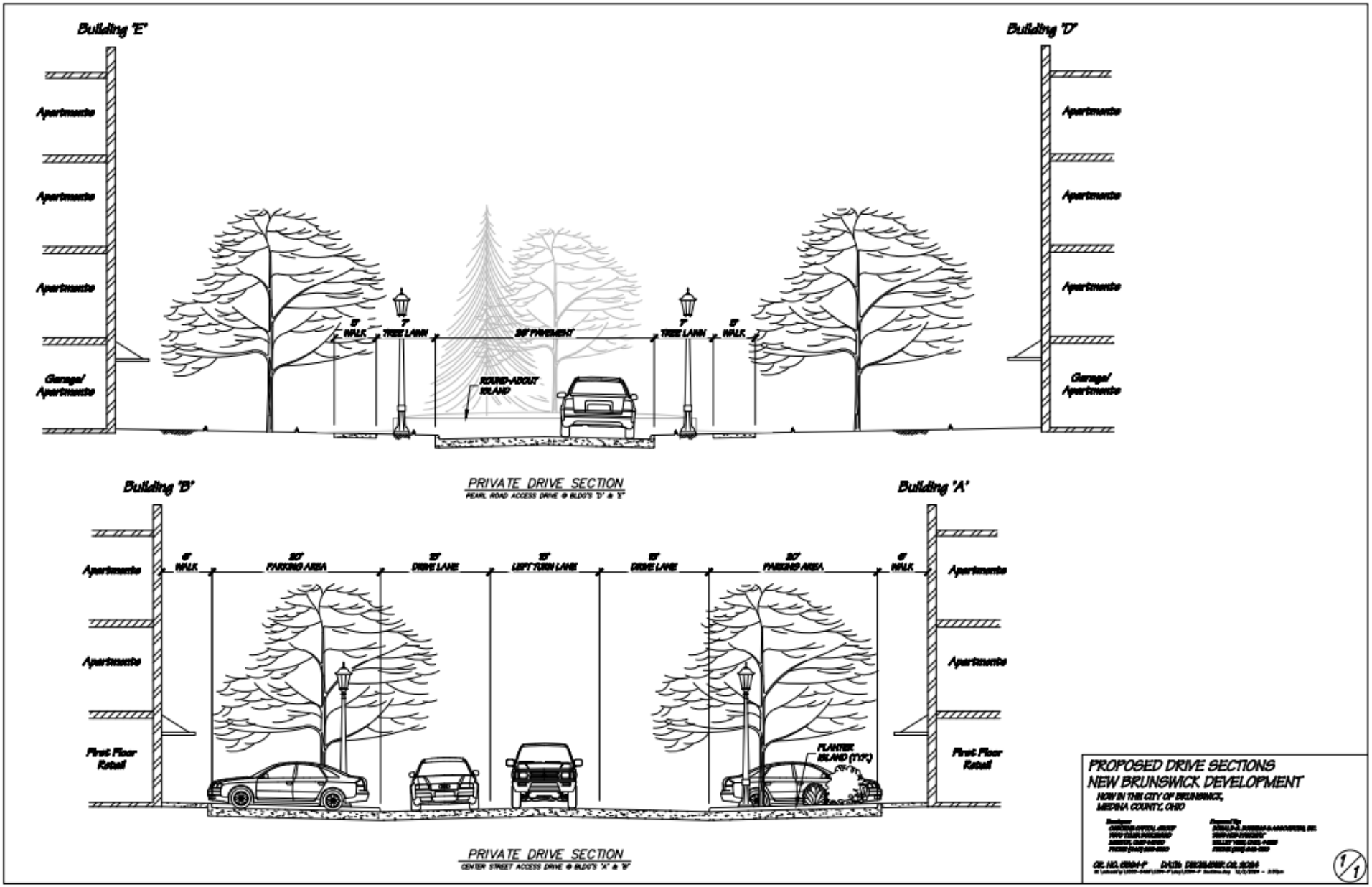

WASHINGTON AVE. 30' (Unimproved)
15'/17' PVT. OPEN SPACE
LANDSCAPING (TYP.)
9'W x 19'L PKG. SPACE (TYP.)
5' SIDEWALK (TYP.)
GATED EMERGENCY ACCESS
AGGREGATE TRAIL (TYP.)
"STOP" (TYP.)
PROPOSED TOWNHOME PLAN
NEW BRUNSWICK DEVELOPMENT
NOW IN THE CITY OF BRUNSWICK,
MEDINA COUNTY, OHIO
GRAPHIC SCALE
4/5


SIDEWALK (TYP.)
AGGREGATE TRAIL (TYP.)
CENTER STREET (S.R. 303) Variable (Public)
PEARL ROAD (S.R. 42) Variable (Public)
PROPOSED PEDESTRIAN ACCESS
NEW BRUNSWICK DEVELOPMENT
NOW IN THE CITY OF BRUNSWICK,
MEDINA COUNTY, OHIO
GRAPHIC SCALE
N
5/5

II. Proposed Drive Sections New Brunswick Development

a. Private Drive Section - Center Steet Access Drive @ Bldg's 'A' & 'B'

b. Private Drive Section - Pearl Road Access Drive @ Bldg's 'D' & 'E'



III. Typical Conceptual Elevations:

a. Apartments:

i. PZSK3, PZSK4, PZSK5, PZSK6, PZSK7 (garages only)

4 ELEVATION BUILDING D - NORTH
3/32" = 1'-0"

3 ELEVATION BUILDING D - SOUTH
3/32" = 1'-0"

2 ELEVATION BUILDING D - WEST
3/32" = 1'-0"

1 ELEVATION BUILDING D - EAST
3/32" = 1'-0"

PRELIMINARY

NOTE!!!
THIS DRAWING IS NOT FOR CONSTRUCTION

DATE PRINTED
DECEMBER 3, 2024

REVISIONS

MANN · PARSONS · GRAY ARCHITECTS 330.666.5770

EXTERIOR ELEVATIONS - BLDG. D

BRUNSWICK APARTMENTS

PEARL ROAD & CENTER ROAD
BRUNSWICK, OHIO 44212

PROJECT #: 29022

PZSK4

4 ELEVATION BUILDING E - SOUTH
3/32" = 1'-0"

3 ELEVATION BUILDING E - NORTH
3/32" = 1'-0"

2 ELEVATION BUILDING E - EAST
3/32" = 1'-0"

1 ELEVATION BUILDING E - WEST
3/32" = 1'-0"

PRELIMINARY

NOTE!!!
THIS DRAWING IS NOT FOR CONSTRUCTION

DATE PRINTED
DECEMBER 3, 2024

REVISIONS

MPG ARCHITECTS
MANN - PARSONS - GRAY
330.666.5770

EXTERIOR ELEVATIONS - BLDG. E

BRUNSWICK APARTMENTS
PROJECT #: 29822
PEARL ROAD & CENTER ROAD
BRUNSWICK, OHIO 44212

PZSK5

4 ELEVATION BUILDING F - EAST
3/32" = 1'-0"

3 ELEVATION BUILDING F - WEST
3/32" = 1'-0"

2 ELEVATION BUILDING F - NORTH
3/32" = 1'-0"

1 ELEVATION BUILDING F - SOUTH
3/32" = 1'-0"

PRELIMINARY

NOTE!!!
THIS DRAWING IS NOT FOR CONSTRUCTION

DATE PRINTED
DECEMBER 3, 2024

REVISIONS

MANN - PARSONS - GRAY ARCHITECTS 330.666.5770

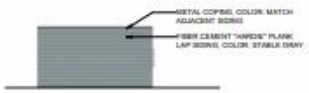
EXTERIOR ELEVATIONS - BLDG. F

BRUNSWICK APARTMENTS

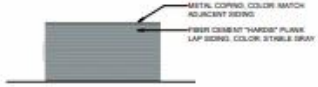
PROJECT #: 29622

PEARL ROAD & CENTER ROAD
BRUNSWICK, OHIO 44212

PZSK6



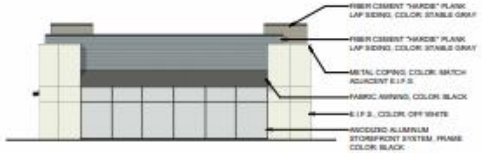
8 ELEVATION GARAGE - NORTH
3/32" = 1'-0"



7 ELEVATION GARAGE - SOUTH
3/32" = 1'-0"

6 ELEVATION GARAGE - EAST
3/32" = 1'-0"

5 ELEVATION GARAGE - WEST
3/32" = 1'-0"



4 ELEVATION BUILDING G - NORTH
3/32" = 1'-0"

3 ELEVATION BUILDING G - SOUTH
3/32" = 1'-0"

2 ELEVATION BUILDING G - WEST
3/32" = 1'-0"

1 ELEVATION BUILDING G - EAST
3/32" = 1'-0"

3/32" = 1'-0"

PRELIMINARY
NOTE!!!
THIS DRAWING IS NOT FOR CONSTRUCTION

DATE PRINTED
DECEMBER 3, 2024

REVISIONS

MPG MANN - PARSONS - GRAY ARCHITECTS 330.666.5770

EXTERIOR ELEVATIONS - BLDG. G & GARAGE

BRUNSWICK APARTMENTS
PEARL ROAD & CENTER ROAD
BRUNSWICK, OHIO 44212

PROJECT #: 20922

PZSK7

b. Mixed Use
   i. PZSK1, PZSK2

PRELIMINARY
NOTE!!!
THIS DRAWING IS NOT FOR CONSTRUCTION

DATE PRINTED
MARCH 20, 2024

REVISIONS

MPG
MANN - PARSONS - GRAY
ARCHITECTS
330.666.5770

EXTERIOR ELEVATIONS - BLDG. A

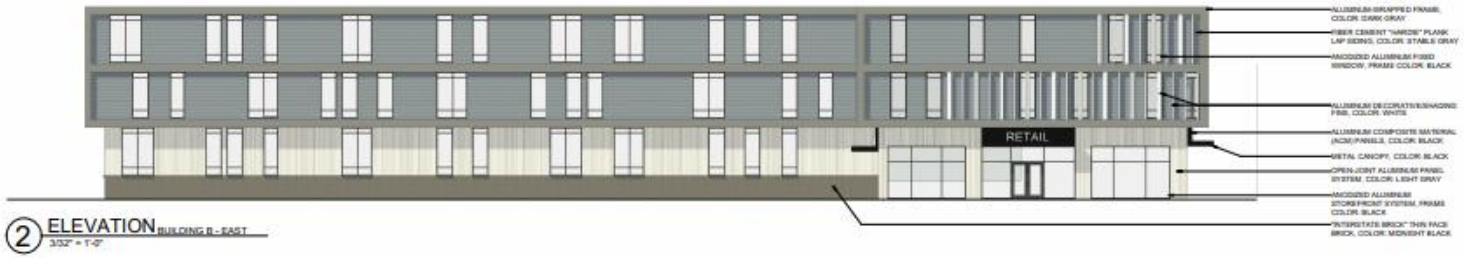
BRUNSWICK APARTMENTS
PEARL ROAD & CENTER ROAD
BRUNSWICK, OHIO 44212

PROJECT #: 29022

PZSK1

4 ELEVATION BUILDING B - SOUTH
3/32" = 1'-0"

3 ELEVATION BUILDING B - NORTH
3/32" = 1'-0"



2 ELEVATION BUILDING B - EAST
3/32" = 1'-0"

1 ELEVATION BUILDING B - WEST
3/32" = 1'-0"

PRELIMINARY

NOTE!!!
THIS DRAWING IS NOT FOR CONSTRUCTION

DATE PRINTED
MAY 30, 2024

REVISIONS

MPG
MANN - PARSONS - GRAY
ARCHITECTS
330.666.5770

EXTERIOR ELEVATIONS - BLDG. B

BRUNSWICK APARTMENTS

PROJECT #: 29622

PEARL ROAD & CENTER ROAD
BRUNSWICK, OHIO 44212

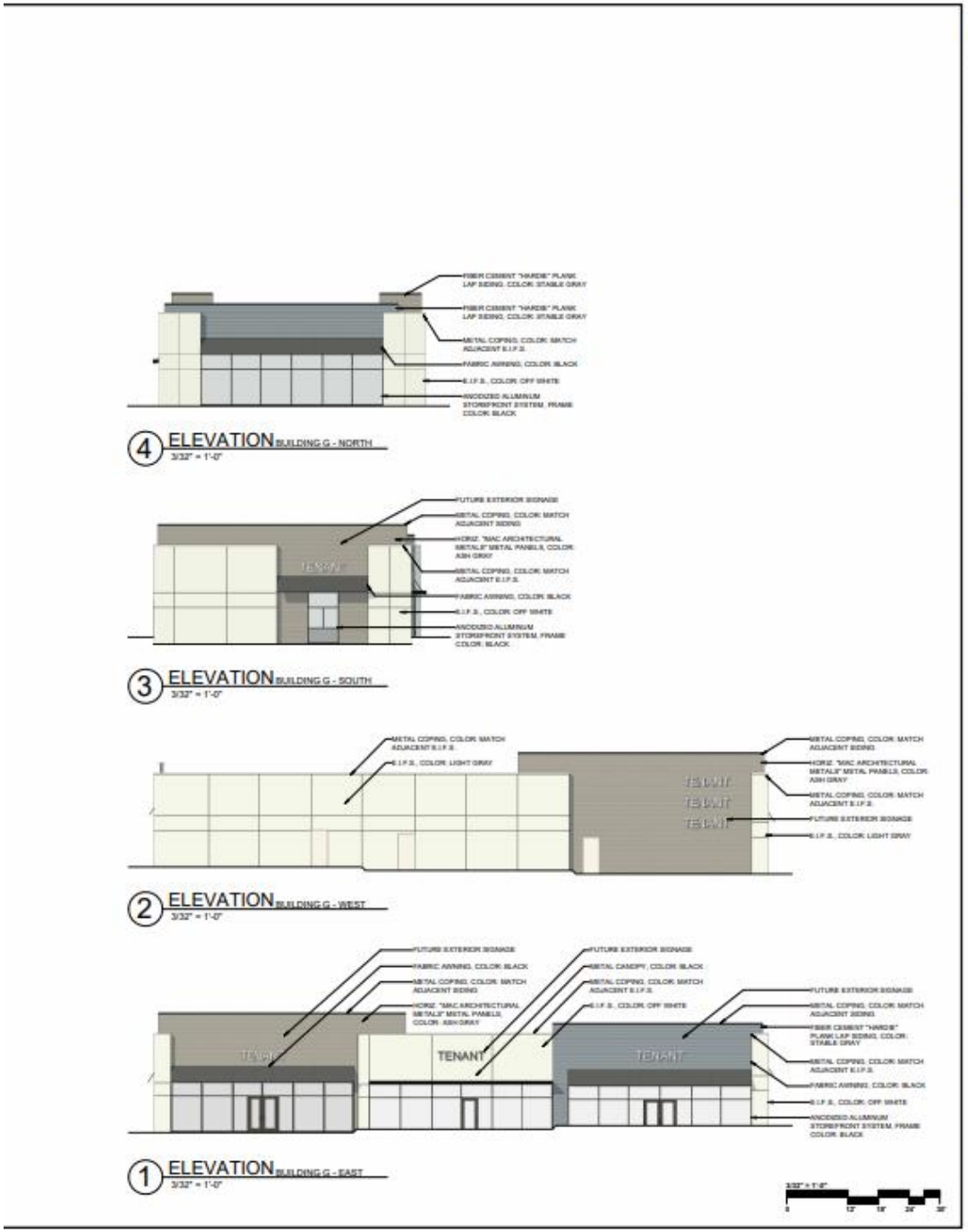
PZSK2

c. Townhomes
   i. Townhouse Type 1
   ii. Townhouse Type 2

Townhouse Type 1

Townhouse Type 2

d. Commercial
   i. PZSK7



IV. Conceptual 3D imagery: Please note these represent general building designs and site relationships. Landscaping features and plantings shown are purely conceptual and not representative of final landscape design in quantity, type, or arrangement of plantings.

a. PZSK9, PZSK10, PZSK11, PZSK12, PZSK13, PZSK14, PZSK15, PZSK16, PZSK17, PZSK18, PZSK19, PZSK20, PZSK21

MPG MANN · PARSONS · GRAY ARCHITECTS 330.666.5770	PROJECT INFORMATION	SHEET NAME	SHEET NO.
	BRUNSWICK APARTMENTS DATE: DECEMBER 3, 2024 PROJECT NO. 29622	3D VIEW - STREETSCAPE	PZSK9

PROJECT INFORMATION	SHEET NAME	SHEET NO.
BRUNSWICK APARTMENTS DATE: DECEMBER 3, 2024 PROJECT NO. 29622	3D VIEW - PEARL ROAD	PZSK10

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PROJECT INFORMATION	SHEET NAME	SHEET NO.
BRUNSWICK APARTMENTS DATE: DECEMBER 3, 2024 PROJECT NO. 29622	3D VIEW - BUILDING A	PZSK11

MPG MANN • PARSONS • GRAY ARCHITECTS 330.666.5770	PROJECT INFORMATION	SHEET NAME	SHEET NO.
	BRUNSWICK APARTMENTS DATE: DECEMBER 3, 2024 PROJECT NO. 29622	3D VIEW - BUILDING B	PZSK12

MPG MANN · PARSONS · GRAY ARCHITECTS 330.666.5770	PROJECT INFORMATION	SHEET NAME	SHEET NO.
	BRUNSWICK APARTMENTS DATE: DECEMBER 3, 2024 PROJECT NO. 29622	3D VIEW - BUILDING C	PZSK13

MANN · PARSONS · GRAY ARCHITECTS 330.666.5770

PROJECT INFORMATION

BRUNSWICK APARTMENTS
DATE: DECEMBER 3, 2024
PROJECT NO. 29622

SHEET NAME

3D VIEW - BUILDING C
REAR

SHEET NO.

PZSK14

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PROJECT INFORMATION

BRUNSWICK APARTMENTS
DATE: DECEMBER 3, 2024
PROJECT NO. 29622

SHEET NAME

3D VIEW - BUILDING D

SHEET NO.

PZSK15

MANN • PARSONS • GRAY ARCHITECTS 330.666.5770

PROJECT INFORMATION

BRUNSWICK APARTMENTS
DATE: DECEMBER 3, 2024
PROJECT NO. 29622

SHEET NAME

3D VIEW - BUILDING E

SHEET NO.

PZSK16

MPG MANN • PARSONS • GRAY ARCHITECTS 330.666.5770

PROJECT INFORMATION

BRUNSWICK APARTMENTS
DATE: DECEMBER 3, 2024
PROJECT NO. 29622

SHEET NAME

3D VIEW - BUILDING F

SHEET NO.

PZSK17

PROJECT INFORMATION	SHEET NAME	SHEET NO.
BRUNSWICK APARTMENTS DATE: DECEMBER 3, 2024 PROJECT NO. 29622	3D VIEW - BUILDING G	PZSK18

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MPG MANN · PARSONS · GRAY ARCHITECTS 330.666.5770

PROJECT INFORMATION

BRUNSWICK APARTMENTS
DATE: DECEMBER 3, 2024
PROJECT NO. 29622

SHEET NAME

3D VIEW - ROUNDABOUT EAST

SHEET NO.

PZSK19

MPG MANN · PARSONS · GRAY ARCHITECTS 330.666.5770

PROJECT INFORMATION

BRUNSWICK APARTMENTS
DATE: DECEMBER 3, 2024
PROJECT NO. 29622

SHEET NAME

3D VIEW - ROUNDABOUT NORTH

SHEET NO.

PZSK20

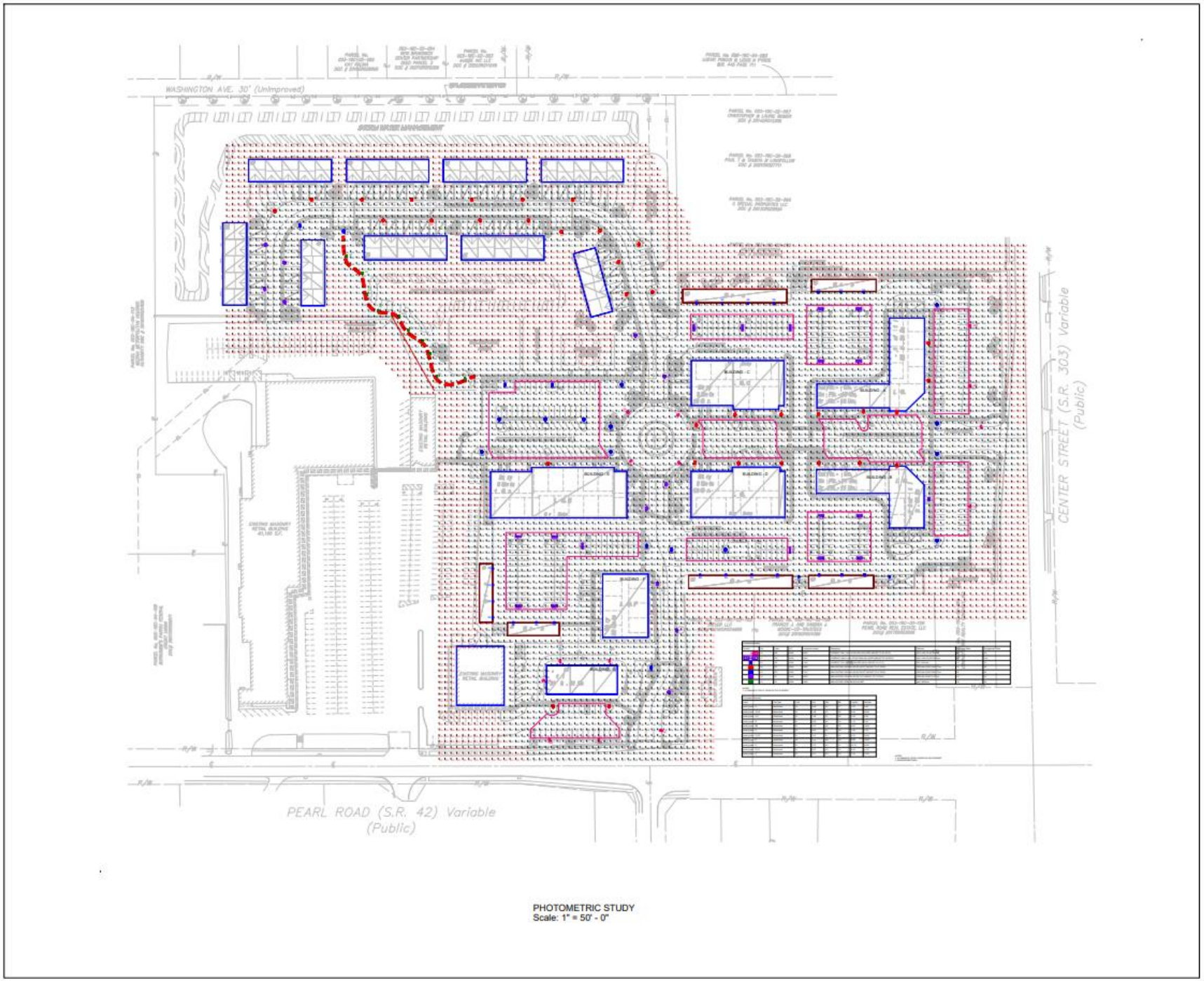
MPG MANN · PARSONS · GRAY ARCHITECTS 330.666.5770

PROJECT INFORMATION

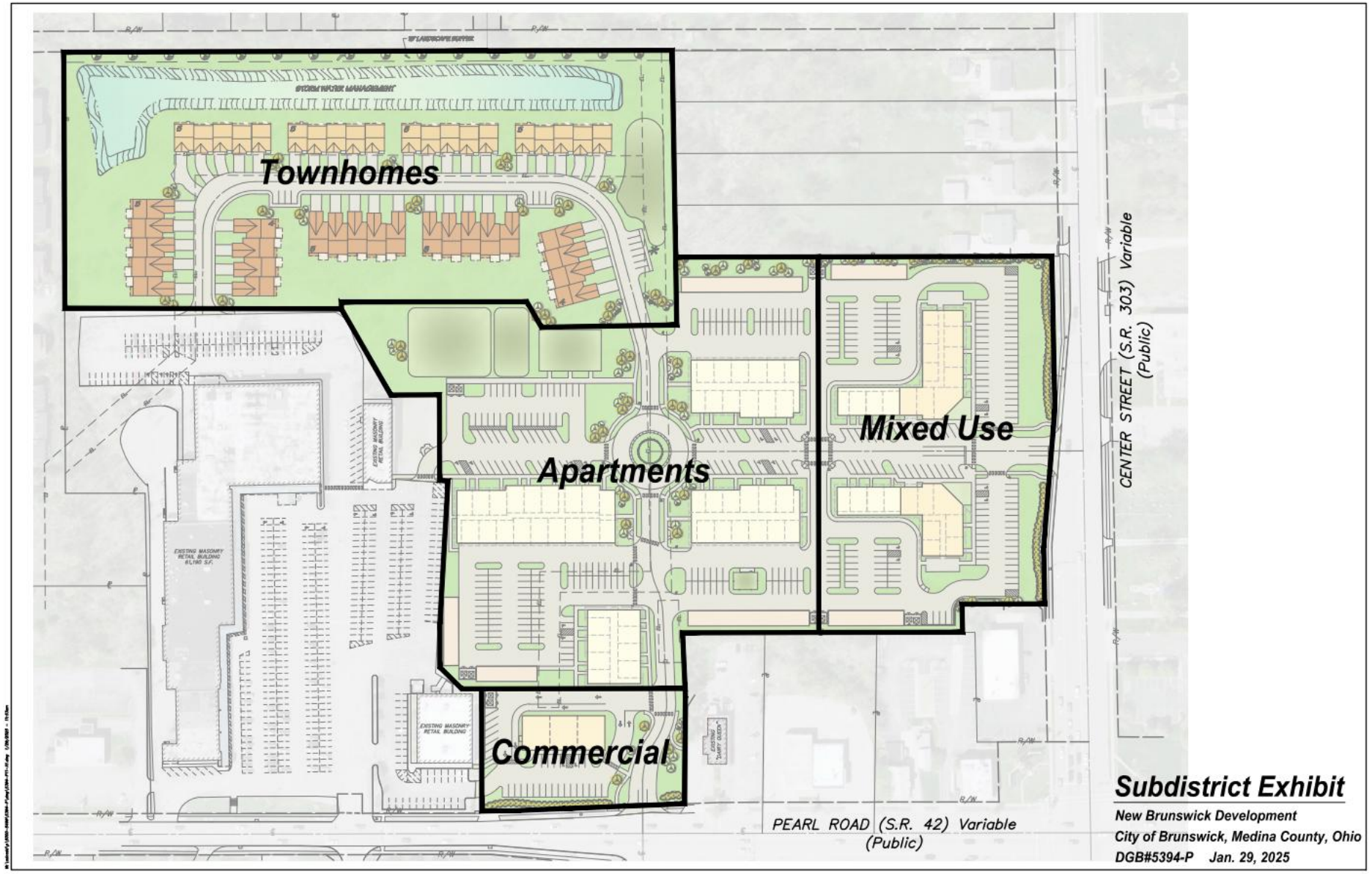
BRUNSWICK APARTMENTS
DATE: DECEMBER 3, 2024
PROJECT NO. 29622

SHEET NAME	SHEET NO.
3D VIEW - AERIAL	PZSK21

V. Brunswick Development Site Lighting Photometric Study



VI. Brunswick Subdistrict Exhibit



THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/10/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Gia D'Amico

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 15-2025 -** An ordinance accepting the Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical Employees of the Division of Fire) for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest)*

BACKGROUND: The previous Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical Employees of the Division of Fire) expired on December 31, 2024; The City of Brunswick and the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical Employees of the Division of Fire) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027.

PURPOSE AND EXPLANATION: To provide wages and benefits for union employees.

IMPLEMENTATION SCHEDULE: Ordinance shall take effect and be in force from and after the earliest period allowed by law.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Costs associated with the Collective Bargaining Agreement are required to be appropriated by the Council in order to be paid. This newly proposed agreement attached will need to be analyzed and compared to the original 2025 budget during the reading process. If additional appropriation amendments appear to become necessary, additional legislation and discussions will need to take place. The 2026 and 2027 budgets will be compiled at a later date and will follow the requirements of budgetary laws contained in the City Charter and ORC Section 5705.

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 15-2025

BY: Committee-of-the-Whole

AN ORDINANCE ACCEPTING THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 52 (DIVISION OF FINANCE, PARKS AND RECREATION, PERMITS AND INSPECTIONS AND CLERICAL EMPLOYEES OF THE DIVISION OF FIRE) FOR A PERIOD OF THREE (3) YEARS EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2027.

WHEREAS: The previous Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical Employees of the Division of Fire) expired on December 31, 2024; and

WHEREAS: The City of Brunswick and the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical Employees of the Division of Fire) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the Council of the City of Brunswick hereby accepts the Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Finance, Parks and Recreation, Permits and Inspections and Clerical Employees of the Division of Fire) for a period of three (3) years effective January 1, 2025 through December 31, 2027, as attached hereto as Exhibit "A".

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES ____ NAYS ____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

AN AGREEMENT

between

THE CITY OF BRUNSWICK

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 52

FOR EMPLOYEES OF THE DIVISION OF FINANCE, PARKS & RECREATION, PERMITS & INSPECTIONS AND CLERICAL EMPLOYEES OF THE DIVISION OF FIRE

EFFECTIVE: January 1, 2025

EXPIRES: December 31, 2027

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ARTICLE I PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Brunswick, hereinafter referred to as the "Employer" and the International Brotherhood of Teamsters Local 52, hereinafter referred to as the "Union".

ARTICLE II MISCELLANEOUS

2.01 Notwithstanding any other provision in this Agreement, the Union may request discussions with the Employer once annually regarding staffing concerns and the utilization of part-time, seasonal or casual personnel. If requested, the Employer shall meet with the Union for such discussions within fourteen (14) days of such request. Nothing in this Article shall affect or limit management's rights.

ARTICLE III RIGHTS OF THE PARTIES

3.01 The City reserves and retains solely and exclusively, all of its common law rights to manage the business of the City, as such rights existed prior to the execution of this Agreement subject, however, to the provisions of this Agreement. Matters of inherent management policy which are not abridged by this Agreement, shall include, but are not entitled to such areas of discretion or policy as the functions and programs of the City's standard of service, its overall budget, utilization of technology, organizational structure and selection and direction of personnel, determination of the number of hours per day or per week operations shall be carried on, determination of the number of employees required, the assignment of such work to employees in accordance with the requirement termed by the City, the establishment and change of work schedules, the right to make and enforce reasonable rules for maintenance of discipline, the right to suspend, discharge or otherwise discipline employees for cause, the right to contract out work, and otherwise to take such measures as the City may determine to be necessary for the orderly and efficient operation of City business.

3.02 For the purpose of administering this agreement and ascertaining whether or not this agreement is being observed by the parties, representatives of the Union shall only be permitted access to the City's facilities at reasonable times to confer with the City and employees, with prior approval of the City Manager or his designated representative.

3.03 The City shall provide a bulletin board for the purpose of posting Union notices.

3.04 The City will attempt to make available to the Union a suitable meeting facility at City Hall during non-work hours, which does not interfere with City operations, for the purpose of conducting local Union meetings.

3.05 The City shall post on the Union bulletin board, two (2) days in advance to the institution of new rules or changes in existing rules.

3.06 A list of bargaining unit employees, designated by name, address and current wage classifications shall be made available to the Union and Steward on a reasonable request basis.

3.07 The Union shall have the right to inspect and audit, at the City's premises at a mutually agreed upon time, where such records are customarily maintained, all payroll records, time sheets and other records or documents which relate to any filed grievance under this Agreement.

ARTICLE IV RECOGNITION

4.01 The City recognizes International Brotherhood of Teamsters Local 52 as the sole and exclusive representative for regular full-time employees of City Hall, excluding casual employees, seasonal employees, student employees employed during their vacations, management level employees, supervisors, first level supervisors, confidential employees and elected officials of the following divisions and departments:

a. Department of Public Service, Division of Permits and Inspections
b. Department of Finance
c. Department of Parks and Recreation
d. Clerical employees of the Division of Fire

Specifically excluded Employees:

a. Confidential Employees
b. Supervisors

ARTICLE V **NON-DISCRIMINATION**

5.01 No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

5.02 Neither the City nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on the basis of race, color, religion, creed, national origin, age, sex, or disability.

ARTICLE VI **DUES DEDUCTIONS**

6.01 The Finance Director is hereby authorized to deduct from compensation payroll to Union employees covered by this agreement, such amount as may be authorized by said employee, in writing, for the purpose of payment to International Brotherhood of Teamsters Local 52 for dues.

6.02 The employer agrees to deduct monthly Union dues, and/or Union assessments of the local Union from the first pay of each month, from any employee from whose written authorization is received and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made.

6.03 Dues check off authorization is to be voluntary, but once given, it may not be revoked until fifteen (15) days prior to the expiration of this Agreement.

6.04 The Union agrees to indemnify and save the employer harmless from any and all claims, suits, and other forms of liability arising out of actions taken by the employer for the purpose of complying with provisions of this article.

6.05 New Employees who do not become members within thirty-one (31) days following the beginning of their employment may voluntarily consent to pay a fair share fee as a voluntary contribution toward administration of the agreement. An employee is not required to pay fair share fees unless the employee voluntarily consents to do so and the Union shall provide the Employer with evidence that the employee voluntarily consents to pay fair share fees through payroll deduction. Voluntary fair share fees shall be deducted and remitted during the same period of dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction.

Deductions under this provision may be revoked in the same manner and under the same time frame as Union dues set forth in Section 6.03 above.

6.06 If a new employee declines to become a member of the Union, the City will inform the Union and will permit a representative of the Union to meet with the newly hired employee, for no more than fifteen (15) minutes, to discuss with the new employee what the Union does and the benefits of Union membership. This time will be considered paid time for the employee. If the Union representative is also an on-duty employee within the bargaining unit, the Union representative will also be paid for this time at their normal hourly rate and without penalty.

ARTICLE VII CERTIFICATIONS

7.01 The City and the Parks Department recognizes the importance of herbicide and pesticide control within the City of Brunswick. In order to encourage the development of our employees in this area, the City will pay each employee of the Parks Department Seven Hundred Dollars ($700.00) annually for obtaining and retaining certification in herbicide and pesticide control. In order for payment to be made, a copy of an employee's certification must be presented to the Parks and Recreation Director, Payroll and Administrative Services by October 1st. Payment shall be made by October 31st

ARTICLE VIII NO-STRIKE

8.01 There will be no strikes or lockouts over disputes involving the interpretation or application of the expressed terms of this Agreement. Such disputes will be resolved through the grievance procedures of this Agreement.

8.02 The City shall provide safe access on and off City property during the deployment of a primary picket line at the employee's place of employment.

ARTICLE IX PROBATIONARY PERIOD

9.01 Seniority for newly hired employees shall accrue from the original date of hire once a probationary period of one hundred eighty (180) days has been satisfied.

ARTICLE X WORK WEEK AND HOUR REGULATIONS

10.01 A normal work week for City Hall and Building Department consists of five (5) days, Monday through Friday from 8:30 a.m. to 5:00 p.m. A normal work week for the Parks Department consists of five (5) days, Monday through Friday from 7:00 a.m. to 3:30 p.m. One-half (½) hour is provided each day for lunch along with two (2) ten (10) minute coffee breaks.

10.02 When production requirements necessitate, six (6) days of work, Saturday will be part of the normal work week. The City will attempt to give twenty-four (24) hour notice of its intentions to operate on Saturday and/or Sunday.

10.03 The employee lunchroom shall not be used during regular working hours for closed meetings which would interfere with employee lunch periods and coffee breaks unless the Employer notifies employees on the prior work day.

10.04 Overtime shall be paid at a rate of time and one-half for all hours worked over eight (8) hours per day. Same overtime hours worked may be taken as compensatory time off, at a rate of one and one-half hours off for each hour worked, at the discretion of the Department Head. Each employee must make a choice of pay or compensatory time upon submission of their time sheet for that pay period. Compensatory time must be used one (1) year from the date it is earned. If an employee is unable to use their compensatory time within the one (1) year limit because of work load, sickness, or other circumstances arising within the operation, the Department Head may grant an extension of time for the usage of same compensatory time.

10.05 Overtime shall be distributed as equitable as practicable within work units. Permanent employees, in the work unit, shall be offered overtime before overtime is offered to temporary employees.

10.06 Any employee who continually fails to report to work on time or leaves his work station early, during normal work hours and/or during overtime, shall have his pay reduced according to the following schedule:

a. Loss of six (6) to twelve (12) minutes of work: .2 hrs. of pay deduction
b. Loss of thirteen (13) to eighteen (18) minutes of work: .3 hrs. of pay deduction
c. Loss of nineteen (19) to twenty-four (24) minutes of work: .4 hrs. of pay deduction
d. Loss of twenty-five (25) to thirty (30) minutes of work: .5 hrs. of pay deduction
e. Loss of thirty-one (31) to thirty-six (36) minutes of work: .6 hrs. of pay deduction

f. Loss of thirty-seven (37) to forty-two (42) minutes of work: .7 hrs. of pay deduction
g. Loss of forty-three (43) to forty-eight (48) minutes of work: .8 hrs. of pay deduction
h. Loss of forty-nine (49) to fifty-four (54) minutes of work: .9 hrs. of pay deduction
i. Loss of fifty-five (55) minutes of work: One (1) hour of pay deduction

10.07 The overtime rate of one and one-half (1-1/2) times the regular straight time rate for the job being performed will be paid for all hours or parts of hours in the following instances:

1. Work in excess of eight (8) hours in one (1) regular work day
2. Work in excess of forty (40) hours in one (1) regular work week
3. On a scheduled Holiday (in addition to Holiday pay)

10.08 There shall be no excessive overtime within a work unit while employees within that unit are on a lay-off.

10.09 Except for an emergency, it shall not be considered a refusal to work overtime if the notice to work overtime was made less than five (5) hours prior to the beginning of the overtime.

10.10 Employees may elect to take off compensatory time in lieu of premium pay for overtime worked at the discretion of the Department Head. Such compensatory time shall be earned at a rate commensurate to the applicable hourly overtime rate.

10.11 Maximum accrual of compensatory leave shall not exceed one hundred sixty (160) hours at any one time. If compensatory time cannot be granted within one (1) calendar year from which it is earned, it shall be paid at the rate it was earned. When an Employee has accrued the maximum compensatory one hundred sixty (160) hours, all overtime worked shall be paid at the applicable rate.

ARTICLE XI HOLIDAYS

11.01 Employees shall observe thirteen (13) holidays per calendar year. In addition to the holidays listed below, each Employee may take a “floating” holiday. The date selected for this holiday must be approved by the appropriate Department Head.

2025

1	Wednesday	New Year's Day	January 1
2	Monday	President's Day	February 17
3	Friday	Good Friday	April 18
4	Monday	Memorial Day	May 26
5	Friday	Independence Day	July 4
6	Monday	Labor Day	September 1
7	Monday	Columbus Day	October 13
8	Thursday	Thanksgiving Day	November 27
9	Friday	Day After Thanksgiving	November 28
10	Wednesday	Christmas Eve	December 24
11	Thursday	Christmas Day	December 25
12	Wednesday	New Year's Eve	December 31
13	_____	Floating Holiday	_____

2026

1	Thursday	New Year's Day	January 1
2	Monday	President's Day	February 16
3	Friday	Good Friday	April 3
4	Monday	Memorial Day	May 25
5	Friday	Independence Day	July 3
6	Monday	Labor Day	September 7
7	Monday	Columbus Day	October 12
8	Thursday	Thanksgiving Day	November 26
9	Friday	Day After Thanksgiving	November 27
10	Thursday	Christmas Eve	December 24
11	Friday	Christmas Day	December 25
12	Thursday	New Year's Eve	December 31
13	_____	Floating Holiday	_____

2027

1	Friday	New Year's Day	January 1
2	Monday	President's Day	February 15
3	Friday	Good Friday	March 26
4	Monday	Memorial Day	May 31
5	Monday	Independence Day	July 5
6	Monday	Labor Day	September 6
7	Monday	Columbus Day	October 11
8	Thursday	Thanksgiving Day	November 25
9	Friday	Day After Thanksgiving	November 26
10	Friday	Christmas Eve	December 24
11	Monday	Christmas Day	December 27
12	Friday	New Year's Eve	December 31
13	_____	Floating Holiday	_____

11.02 Labor Day shall not be worked except in cases of extreme urgency when life or property is in imminent danger.

11.03 All employees covered by this Agreement who are not required to work on one of the recognized holidays, will receive eight (8) hours pay at their regular straight time hourly rate provided they meet the following requirements:

Employees must have worked their last regularly scheduled workday prior to the holiday and the next regularly scheduled work day after the holiday, unless on an excused paid absence or illness substantiated by a medical professional's certificate.

11.04 Any Employee who is required to work on a recognized holiday shall receive holiday pay, plus time and one-half (1-1/2) his regular straight time wage rate for all hours worked on such holiday.

11.06 Holidays falling on Saturday will be celebrated on the preceding Friday. Holidays falling on Sunday will be celebrated on the following Monday.

ARTICLE XII VACATIONS

12.01 Each full-time employee shall earn and be entitled with a yearly paid vacation in according with the following schedule:

Upon completion of	VACATION
One (1) year but less than five (5) years	2 weeks off
Five (5) years but less than eleven (11) years	3 weeks off
Eleven (11) years but less than fifteen (15) years	4 weeks off
Fifteen (15) years but less than twenty five (25) years	5 weeks off
Twenty five (25) years or more	6 weeks off

12.02 Employees may use vacation at a minimum of two (2) hour increments. Vacation must be approved by the Department/Division Head prior to taking.

12.03 If an approved holiday occurs within the normal base work week during the employee's vacation, an additional vacation day will be granted either in conjunction with

the vacation that is being taken or at another date as requested by the employee and approved by the Department Head.

12.04 No pay will be made in lieu of vacation.

12.05 Vacation periods shall be selected on the basis of continued service with the department.

12.06 Employees with less than five (5) years of service may carry over one (1) week vacation for a one (1) year period so that three (3) weeks may be possible to be used for a vacation during this calendar year. In case of an emergency, the City reserves the right to extend the length of time an employee may utilize his vacation period.

12.07 The Year 2005 will be considered the conversion year from anniversary date to calendar year for current full-time employees. The Year 2005 will be the first- time vacation is computed on a calendar year basis.

12.08 Any full-time employee who does not have a full year of service on December 31, their conversion period will not be until the first full year after the employee's one-year anniversary.

12.09 In the event an employee with one or more years of service is absent for any reason, he shall be eligible for full vacation pay as long as, in the eligibility years his days absent do not exceed the sick days for which he is eligible. If the days of absence exceed the sick days for which he is eligible, and is for any reason other than the occupational injury, vacation days will be reduced by the equivalent days absent in the year after sick leave is terminated. This provision does not apply to vacation days earned in the previous year.

12.10 Each employee will be granted vacation based on the number of years of continuous service. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). In case of emergency, the city reserves the right to extend the length of time in which any employee must utilize his vacation time.

12.11 An employee shall be deemed to have earned his vacation pay as of his anniversary date, even though he does not take vacation or receive vacation pay at that time. Further, if the employee with one (1) or more years of service is terminated prior

to his anniversary date, he shall receive vacation pay pro-rated in accordance with the number of months he had worked since his proceeding eligibility date.

12.12 If any employee quits his job without two (2) weeks written notice, or is discharged for just cause, the employee shall only be granted the unused earned vacation from the previous year.

ARTICLE XIII SICK LEAVE

13.01 Employees, after thirty (30 calendar days, shall be entitled to paid sick leave earned at the rate of 4.6 hours for each eighty (80) hours of employment, retroactive to date of hire.

13.02 In any case where an employee has accumulated the sixty (60) sick days, as provided in the above and in the following calendar year, he/she is entitled to fifteen (15) days for the year and, as an incentive to said employee not to use the sick days beyond the sixty (60) days, he/she is to be reimbursed, at the end of said year for sick days not used in excess of the sixty (60) days, at the rate of one-half (½) day's pay for each sick day not used. One-half (½) day's pay will be the employee's base hourly rate, at which it was earned, times four (4) hours. This provision does not prohibit an employee from accumulating more than sixty (60) days, but once he/she exercises his/her option to keep the sick days, in any one year, he cannot be reimbursed for that years' time. Payment of these hours shall be made by January 31st.

13.03 Any employee who is unable, by sickness, injury or other disability to perform his/her duties, must call his Supervisor each day he/she is off, unless said employee is hospitalized. If the employee fails to call prior to 9:00 a.m. on the day in which he is to work, he will be docked one (1) day's pay for that day. Sick leave should not be used for office visits or treatments which could be scheduled during non-working hours.

13.04 After three (3) consecutive days of non-hospital leave, or eight (8) total days of sickness in any one year, a medical professional's certificate shall be presented by the employee for each absence. It should be understood that if an employee is sick three (3) consecutive days or a total of eight (8) days, a sick slip must be presented for the three (3) days, or the eighth (8th) day immediately upon returning to work and for any days thereafter. Employees submitting a medical professional's excuse for an absence, will not be considered to have used any of the eight (8) days.

13.05 Any employee who becomes disabled from a non-occupational illness or accident and same employee cannot perform his or her duties, one (1) year after the termination of all sick time shall be dropped from the City employee roster and same position shall be filled by management. At no time may an employee refuse to use sick time simply to circumvent this rule.

13.06 Sick leave may be used by employees in the event of illness or scheduled surgery to a member of the immediate family as provided in Civil Service law.

13.07 A patterned use of sick leave or excessive use is sufficient grounds for disciplinary action. A patterned use of sick leave is three (3) events that would indicate a direction, tendency, or characteristic behavior of an individual as it pertains to sick time use.

ARTICLE XIV BEREAVEMENT LEAVE

14.01 When an employee is absent due to death in his immediate family, the employee shall be paid for a maximum of three (3) days earnings at the employee's regular rate of pay. Up to three (3) days, may be consecutive or non-consecutive, the last one for Memorial, Funeral or Celebration of Life Service within thirty (30) days. Documentation of Memorial, Funeral or Celebration of Life Service must include but not limited to, name of deceased, date of the event, and relationship of employee to the deceased, provided to Administrative Services. No payment will be made for any of the three (3) days which is a day the Employee would not ordinarily be scheduled to work, or occurs during the Employee's vacation. A member of the immediate family shall be considered an employee's spouse, parents, children, grandparents, siblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, foster parents, step-parents step children, a legal guardian or other person who stands in the place of a parent, or any other relative residing in the same household.

14.02 Immediate family may also include any other individual designated as "other relative" at the sole discretion of the Department Head and/or his designee. Denials of a designation of "other relative" by the Employer for purposes of bereavement pay shall not be grievable.

14.03 In the event of the death of a grandmother-in-law or grandfather-in-law, the Employee shall be paid for the absence on the day of the funeral.

14.04 In the case of the death of an Aunt, Uncle, Niece or Nephew, the Employee may take the day of the funeral off with pay with the approval of the Department Head by using a vacation day or a personal day.

14.05 The intent of this provision shall be to protect the employees from loss of earnings. The maximum of three (3) days in the event of a death in your immediate family is not a guarantee of three (3) days off. The days used as bereavement pay will not be deducted from sick time. An Employee may use up to two (2) sick days in conjunction with bereavement days. These two (2) days will not be counted toward the eight (8) total days of sick leave for medical professional's certificate purposes as required in the above paragraph under sick leave.

14.06 If an Employee's above relative dies while the Employee is on vacation, and said Employee uses his/her vacation time to attend the funeral, said Employee shall be credited the vacation used for bereavement leave.

ARTICLE XV ARMED SERVICE RESERVE DUTY

15.01 Military Leave. Members who serve in a branch of the Armed Services of the United States as designated by Congress of the United States will be granted military leave of absence without loss of pay when ordered to temporary active duty, inactive duty training or when ordered to military training exercises conducted in the field for a period not to exceed twenty-two (22) eight (8) hour work days, or one hundred seventy-six (176) tours during each federal fiscal year. "Federal fiscal year" means the beginning on the first day of October and ending on the thirtieth day of September. Such a leave of absence will not affect a person's right to vacation leave, sick leave, or seniority under the applicable collective bargaining agreement.

15.02 Any member who is entitled to military leave as provided in this Section and who is called to military duty for a period in excess of twenty (22) eight (8) hour work days or one hundred seventy- six (176) hours in a federal fiscal year, for each fiscal year in which military duty is performed, because of an executive order signed by the President of the United States or an act of Congress is entitled to additional paid leave during the period designated in the order or act. The amount of payment during each month of this additional leave shall be the lesser of:

(1) The difference between the member's gross monthly wage as a City employee and the sum of his/her gross military pay and allowances received that month; or,

(2) Five hundred dollars ($500).

15.03 However, no member shall receive payment if the sum of his/her gross military pay and allowances received in the month exceeds his/her gross monthly wage or salary as a City employee.

15.04 Re-employment of a member who leaves the employment of the City to serve in the armed forces of the United States of America or any branch therefore, shall be governed by the following principles:

(1) An eligible member shall be re-employed in the position which the member would have been employed if the continuous employment of the member had not been interrupted by the period of military service, or an equivalent position, provided the member is qualified to perform such position.

(2) Any member must request restoration of the position within ninety (90) days of receiving an honorable discharge from the armed services or the position shall be declared vacant. Nothing contained in this subsection shall obligate the City to pay a member who is on military leave of absence.

(3) The term "armed forces of the United Sates" shall be deemed to include such services as designated by the Congress of the United States.

(4) Nothing contained in this subsection shall obligate the City to re-employ a member whose accumulative absence for military service exceeds five (5) years.

(5) This subsection shall be interpreted and applied in a manner consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. §43.01 *et seq.* and/or Section 5923.05 of the Ohio Revised Code, as applicable.

ARTICLE XVI **INSURANCE**

16.01 Effective January 1, 2020, all employees are required to contribute towards the employee's total premium of the Plan per month as follows: The per month payment would be applicable regardless of another alternative plan selected by the employee or whether the employee selects single or family coverage.

	2025	**2026**	**2027**
Plan 1	16%	16%	16%
Plan 2	16%	16%	16%
Plan 3	12%	12%	12%

Effective January 1, 2019, seventeen percent (17%) for employees not in the Wellness Program – for each Plan.

Any new employee hired after January 1, 2015, shall pay sixteen percent (16%) towards the premium per month for any plan selected beginning January 1, 2019.

The employee contributions will remain the same unless the average annual premiums go up ten percent (10%) or more in which case all of the above employee contributions shall be increased by one percent (1%). The additional one percent (1%) increase to employee contributions would not occur more than one time during a three (3) year period.

16.02 The employee's contribution towards the premium will be deducted per pay period from the employee's pay. In the event an employee does not have enough funds available to contribute towards the premium, the employee will be required to make the employer whole.

16.03 In the event an employee resigns or is terminated, that employee will be required to make the employer whole in the amounts owed by the employee for premium contribution pursuant to the City's election form. This amount will be deducted from the employee's final paycheck from the City.

16.04 Employees will be eligible for insurance coverage beginning on the first of the month in which the employee's 90th day of employment falls within. Each employee will receive a booklet prepared by the Hospitalization program setting forth, in detail, the extent of the terms of their coverage.

16.05 In case an employee is absent from work due to layoff, the City will pay for his insurance coverage, for a thirty (30) day period from the date of said layoff. The employee has the option to make total self-pay premium payments.

16.06 The Employer reserves the right to change insurance carriers or coverage during the term of this Agreement so long as the benefit levels are the same for Major Medical, Major Dental, Prescription Drug Service and Vision Care insurance.

16.07 In the case of an employee's absence from work due to illness or injury, the City will pay for his insurance for a period of ninety (90) days after sick time terminates.

16.08 In the case where the employee is absent due to a work- related injury that is covered under worker's compensation, the City will pay for his/her insurance for a period of twelve (12) months after sick time terminates.

16.09 The City will provide major medical coverage for the employees in the following manner:

A. Single Coverage: $50.00 Deductible - $50.00 Co-insurance payments when using providers in the network. $100.00 Deductible - $150.00 Co-insurance payments when using non-network providers.

B. Family Coverage: $100 Deductible - $100.00 Co-insurance payments when using providers in-network. $200.00 Deductible and $300.00 Co-insurance payments when using non-network providers.

16.10 An employee may decline the use of the City's hospitalization, surgical and major medical plans if satisfactory proof is submitted and accepted by the City that the employee is covered by an adequate hospitalization plan. An employee's spouse (if applicable) must also agree to this provision. The City will pay the employee One thousand five hundred dollars ($1,500.00) for requesting to be completely removed from the City's hospitalization plan, or pay the employee Six hundred dollars ($600.00) for changing from a family plan to a single plan. Initial payments for dropping or reducing the above coverage will be based on the number of months the coverage is not used and based on

the date Administrative Services is notified of the opting out. Payment shall be made once annually by October 31st.

16.11 The City will provide a fully paid life insurance policy for each employee. The policy will cover $1,000 life insurance for every $1,000 the employee makes under a normal work schedule. The City will round the coverage to the next highest $10,000 value. i.e., $64,000 base hourly pay = $70,000. New employees will receive this benefit the first day following the first ninety (90) days from their day of hire.

ARTICLE XVII LONGEVITY

17.01 In addition to such annual salary, employees shall receive yearly longevity pay in accordance with the following schedule, and subject to the following terms and conditions:

17.02 Employees shall be eligible for Longevity Pay on the amount shown on a calendar year basis. The Year 2005 was the conversion year from anniversary date to calendar year. Only continuous years of service as an employee for the City shall be used in determining the eligibility for the Longevity Pay. Payments to be made one time annually by October 31st.

YEARS OF CONTINUOUS SERVICE COMPLETED	2025	2026	2027
4-5	$ 300.00	$ 300.00	$ 300.00
6-7	$ 500.00	$ 500.00	$ 500.00
8-9	$ 700.00	$ 700.00	$ 700.00
10-11	$1,000.00	$1,000.00	$1,000.00
12-13	$1,200.00	$1,200.00	$1,200.00
14-15	$1,400.00	$1,400.00	$1,400.00
16-17	$1,600.00	$1,600.00	$1,600.00
18-19	$1,800.00	$1,800.00	$1,800.00
20-21	$2200.00	$2200.00	$2200.00
22	$2400.00	$2400.00	$2400.00
23	$2600.00	$2600.00	$2600.00
24	$2800.00	$2800.00	$2800.00
25	$3000.00	$3000.00	$3000.00
26	$3100.00	$3100.00	$3100.00

27	$3200.00	$3200.00	$3200.00
28	$3300.00	$3300.00	$3300.00
29	$3400.00	$3400.00	$3400.00
30	$3500.00	$3500.00	$3500.00

($2,500.00 added to longevity for the 2022 year only and then revert back to previous schedule.)

ARTICLE XVIII **WAGES**

18.01 The City agrees to establish the Clerk II maximum hourly rate as twenty- five dollars ($25.00) on January 01, 2025 and increase as follows under paragraph 18.11

18.02 The City agrees to pay the employees of the Parks Department a one (1) time wage adjustment of three percent (3%) for the Year 2024 only.

18.03 In 2010 skilled trades pay was eliminated and $1.00 was added to the Park Maintenance Technician base hourly wages.

18.04 Due to the fact it is difficult to identify what hours Parks employees worked during the Year 2004 in the above trades, the City agrees to pay each Park employee a sum of Three Hundred Dollars ($300.00). This payment is for the Year 2004 only.

18.05 In the event the City and/or the Union determine other skilled tasks should be added or deleted, a Letter of Understanding shall be entered into delineating the tasks to be added or deleted and approved by both the Union Representative for the Parks Department in the bargaining unit, the Director of Parks and Recreation and the City Manager. Such addition or deletion of skilled tasks contained in the Letter of Understanding shall not be grievable.

18.06 When an employee of the Parks Department works on a project with a member of the Division of Streets, doing the same task, that employee shall receive the same pay as the Division of Streets employee for all hours worked on the project.

18.07 Payment for Concrete/Carpenter's wages will be issued for the following work in the Division of Parks & Recreation for sawing, building, fitting together and installing wood forms for any concrete work. Sawing and building wood headwalls. Any other work that would come under the trade of a carpenter. While installing concrete

forms. After any matching work is done, and hand work that needs to be done for forms to fit. Pouring and mixing or use of concrete, mortar mix, water plug or any related materials. Finishing, brooming or other types of edging. Sealing of catch basins. Sealing of sewer pipes, inside or outside brick or block work. Use of concrete saw (man using saw only). Use of concrete grinder (man using grinder only). Welding work.

2025	2026	2027
$38.53	$40.08	$41.28

18.08 Preventative Maintenance: The City agrees to pay an employee who performs maintenance to City equipment beyond the preventative maintenance stage, the hourly rate listed below for all hours performing this maintenance.

2025	2026	2027
$36.32	$37.77	$38.90

18.09 Certified Electrical Inspectors hired before January 1, 1992, may elect to acquire a Class III Certification. If Class III Certification is achieved, the City shall compensate those persons at a one-time proficiency pay of $1,000.00.

18.10 It shall be mandatory for all full-time employees of this Union to have their bi-weekly pay checks directed deposited.

18.11 Park Laborers shall have their classification changed to Park Maintenance Technician.

(Wage tables reflect increase of: 2025 4%; 2026 4%; 2027 3%)

Clerk I

Year	Hourly Start	Hourly 6 Months	Hourly 1 Year	Hourly 2 Year	Hourly 3 Year
2025	16.33	17.19	18.10	18.88	21.10
2026	16.99	17.87	18.82	19.64	21.94
2027	17.50	18.41	19.39	20.23	22.60

Clerk II

Year	Hourly Start	Hourly 6 Months	Hourly 1 Year	Hourly 2 Year	Hourly 3 Year

2025	19.57	20.61	21.68	22.50	25.00
2026	20.35	21.44	22.55	23.40	26.00
2027	20.96	22.08	23.22	24.10	26.78

Assistant Bookkeeper

Year	Hourly Start	Hourly 6 Months	Hourly 1 Year	Hourly 2 Year	Hourly 3 Year
2025	22.15	23.32	24.55	25.65	28.02
2026	23.04	24.25	25.53	26.68	29.14
2027	23.73	24.98	26.30	27.48	30.02

Uncertified Inspector, Building and Zoning Inspector

Year	Hourly Start	Hourly 6 Months	Hourly 1 Year	Hourly 2 Year	Hourly 3 Year
2025	27.82	29.29	30.83	32.44	36.16
2026	28.93	30.46	32.06	33.74	37.61
2027	29.80	31.37	33.02	34.75	38.74

Certified Building Inspector or Certified Electrical Inspector or Certified Plumbing Inspector

Year	Hourly Start	Hourly 6 Months	Hourly 1 Year	Hourly 2 Year	Hourly 3 Year
2025	29.03	30.56	32.16	33.85	37.73
2026	30.19	31.78	33.44	35.21	39.24
2027	31.10	32.73	34.45	36.26	40.41

Certified Building Inspector and Certified in Electrical; Certified Electrical Inspector and Certified in HVAC; Certified Building Inspector and Certified Plumbing Inspector;
Certified Electrical Inspector and Certified Class I CBO; Certified Class III Inspector and Certified Class I CBO

Year	Hourly Start	Hourly 6 Months	Hourly 1 Year	Hourly 2 Year	Hourly 3 Year
2025	33.24	34.98	36.83	37.93	41.02
2026	34.57	36.38	38.30	39.45	42.66
2027	35.60	37.47	39.45	40.63	43.94

Park Maintenance Technician

Year	Hourly Start	Hourly 6 Months	Hourly 1 Year	Hourly 2 Year	Hourly 3 Year
2025	25.69	26.94	28.35	29.04	31.26
2026	26.71	28.02	29.49	30.20	32.51
2027	27.51	28.86	30.37	31.11	33.48

18.12 The city will agree for a one-time payment of educational/training attainment for a building inspector who obtains an additional certification that is authorized and approved by the city and beneficial to the operational needs. The payment will be made in the calendar year in which it is obtained, unless such date is after December 1st, at which time the payment may be made in the following calendar year is necessary for payment processing. The payment of $300 for one such additional educational/training attainment per employee per year will be the maximum allowed per calendar year.

ARTICLE XIX OHIO PUBLIC EMPLOYEE'S RETIREMENT SYSTEM

19.01 The City will maintain the Ohio Public Employee's Retirement System Plan.

19.02 The City will pay the Employee's retirement contribution up to a maximum amount of twelve percent (12%).

19.03 The City will provide deferred compensation retirement plans to include ICMA or PERS.

ARTICLE XX LAY-OFF AND RECALL

20.01 Seniority shall prevail and apply to lay-off and recall according to O.R.C. 124.321.

ARTICLE XXI COMMERCIAL DRIVERS LICENSE

21.01 All Current Park employees who are members of the Teamsters Local #52 bargaining unit shall be allowed to acquire a commercial driver's license with an "A" endorsement. The City will reimburse an employee for the permanent license and temporary license when proof they were obtained and receipts are submitted to the City. Approval must be made by the Parks and Recreation Director and Administrative Services prior to reimbursement.

21.02 The City will provide a vehicle for training and testing in order for the current Parks Department employees to obtain their CDL-A license.

21.03 Effective January 1, 2004, all new full-time hires into the Parks Department will be required to have a CDL-A license in order to be hired and to retain their position in the Department.

21.04 The City will reimburse the employees of the Park Department the renewal fee for their Commercial Driver's License. Proof of renewal and receipt must be submitted to the Parks and Recreation Director and Administrative Services for approval prior to reimbursement. Annually, a current copy of each employee's driver's license and renewal, if applicable, must be submitted to the Parks & Recreation Director and to Administrative Services for verification.

21.05 All bargaining unit employees who have a CDL-A shall receive an equal rate of pay with those employees who are working in the Service Department when they are operating equipment that requires a CDL-A.

ARTICLE XXII LINE OF DUTY INJURY LEAVE

22.01 A full-time employee's absence from work is necessitated because of an illness or injury that incurred while on the job with the city and said illness or injury is compensable under the Ohio Worker's Compensation Law, injury leave may be granted at the discretion of the City Manager, or his/her designee, for a period of time not to exceed thirty (30) calendar days.

22.02 Such leave may be granted by the City Manager, or his/her designee, based upon the recommendation of the employee's Department/Division Head and upon

submittal by the employee of a statement from a licensed physician justifying that the employee is unable to return to full work status due to the injury/illness.

22.03 Such leave shall not be charged against the employee's sick leave balance unless it is determined that the illness or injury is a non-work- related illness or injury and is not compensable under Ohio Worker's Compensation Law.

22.04 In order to be eligible for injury leave, the employee must report the illness/injury to his/her supervisor within twenty-four (24) hours of the incident giving rise to the illness/injury.

22.05 Any employee who receives a paid leave under this Article shall not be entitled nor will apply for either temporary total disability or permanent and total disability benefits under Ohio Worker's Compensation Laws. This provision does not prohibit an employee from receiving other available worker's compensation benefits. If an employee received either temporary total disability or permanent and total disability while receiving injury wage continuation benefits under this section, the employee agrees to reimburse the City for all sums in excess of what the employee received under this section.

22.06 The injury leave pay set forth in this Article is cumulative for the duration of this Agreement in regard to the injury, i.e., successive "injuries" to the same both part(s) shall not constitute separate injuries and all related worker's compensation and related claims to the same or similar body parts shall be construed as one (1) injury and eligible for total leave time under this Article.

ARTICLE XXIII WELLNESS PROGRAM

23.01 The Union and the Administration desire to promote health and fitness for its employees.

23.02 A Wellness Program has been designed with certain criteria. It is the responsibility of each employee who wishes to participate in the program to comply with all criteria required in order to receive the wellness payment. A report will be received from a Third- Party Administrator as to who has complied with the required criteria. Payment shall be made one time annually by October 31st.

2025 2026 2027

$800 $800 $800

Three (3) out of the following five (5) criteria will be required in 2017 for successful completion of the Wellness Program. Five (5) out of the five (5) following criteria will be required in 2018 for successful completion of the Wellness Program. Health Risk Assessment, Tobacco Certification, Physical, Biometric Screening and Lunch and Learn. The Union and Health Care committee will have input into the required criteria for 2019. If no mutual agreement is reached in 2019, the above listed five (5) criteria will remain. Six (6) criteria as approved by the Health Care Committee will be required in 2020. Seven (7) criteria will be required in 2021 and eight (8) criteria will be required in 2025,2026, and 2027.

Starting in 2021, employees with family medical insurance coverage could receive an additional $250.00 stipend if their spouse is a covered person under the city medical insurance plan and participates in BE WELL by completing a yearly physical and yearly biometrics screening. The employee must successfully complete the requirements to receive the annual stipend for their spouse. If spouses are employed by the city, each spouse can only qualify for one wellness stipend from this article.

23.03 Participation in the program will not be held in a punitive nature against any employee. There will no longer be a nicotine mandate or fitness test associated with Wellness.

ARTICLE XXIV PERFORMANCE EVALUATIONS

24.01 Employees of this Unit shall be evaluated on a scheduled basis by Administration. Each employee shall be afforded every opportunity to provide written comments about the evaluation, and affix the comments to the evaluation. Evaluations shall be filed in the individual's personnel file in Civil Service.

ARTICLE XXV RECREATION CENTER MEMBERSHIP

25.01 A single membership to the Brunswick Community Recreation and Fitness Center will be offered to members of this bargaining unit. Employees deciding to accept the membership will be required to sign up for the benefit. This membership is not mandatory nor is it automatic. If a single membership is accepted, the value of this

membership will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

25.02 If an employee chooses to enroll in a family membership, the single membership amount will be deducted from the total family amount. The employee would be required to pay the difference between the single and family membership. The single membership amount will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

ARTICLE XXVI PARKS LEAD PERSON

26.01 The assignment of Parks Lead Person shall be established with the following guidelines:

1. The Parks Lead Person will have authority over all employees in the Parks Department, with no disciplinary authority, reporting directly to the Parks & Recreation Director.

2. The Parks Lead Person will be responsible for scheduling employees in the Parks Department and assigning tasks.

3. The Parks Lead Person will be responsible for administrative functions in the Parks Department, i.e., timesheets, ordering of supplies, etc.

4. The Parks Lead Person position will be assigned to one (1) individual and shall not be assigned temporarily to different employees due to the Parks Lead Person being out for vacations or illness. Employee must possess a CDL-A.

5. The employee assigned to the position of Parks Lead Person shall be paid an additional amount per hour for performing these duties while being paid the Park Maintenance Technician rate.
   The additional amount per hour will be $3.29 in 2025, $3.42 in 2026, $3.52 in 2027.

ARTICLE XXVII **TOTAL AGREEMENT**

27.01 All disputes regarding the interpretation or application of the express provisions of this Agreement shall be settled in accordance with a grievance procedure. There shall be no strikes or cessation of work by the employee, or lockouts by the City during the term of this Agreement.

27.02 Should there be any such disputes or differences between the City and the Union, or between the City and any of the employees, such grievances shall be reduced in writing within five (5) days (working days) for the day of the alleged occurrence and submitted to the other party.

27.03 This Agreement represents the entire Agreement between the City and the Union.

ARTICLE XXVIII **GENDER AND PLURAL**

28.01 The use of male or female pronouns in the agreement is not intended to describe any specific employee, but is intended to refer to all employees regardless of sex.

ARTICLE XXIX **LEGAL STATUS AND SEPARABILITY CLAUSE**

29.01 If any provision of this Agreement is found to be in violation of any applicable Federal or State law by the court of highest authority, from which no appeal is taken, such provision shall now be placed into effect until the contravening law or order has expired, or until it may otherwise be legal to do so. The remaining provisions of this agreement shall not be affected and shall remain in full force and effect for its duration. In the event that any Article or Section is held invalid or enforcement or compliance with which has been restrained as set forth above. The parties shall enter into immediate collective bargaining negotiations, upon the request of the Union or City, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXX **DURATION**

30.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2025, and shall continue in full force and effect until midnight, December 31, 2027.

30.02 Unless either party notifies the other in writing of a desire to change the terms of the Agreement at least sixty (60) days and not more than one hundred twenty (120) days prior to the expiration date, this Agreement will automatically continue in effect for the succeeding twelve (12) months, and will continue each twelve (12) months thereafter, unless change is requested as specified herein.

30.03 If negotiations continue after December 31, 2027, or any year in which the contract is in effect, the existing contract shall remain in full force and effect until such negotiations are impasse or until a new agreement has been mutually accepted.

ARTICLE XXXI **GRIEVANCE PROCEDURE**

31.01 Having a desire to create and maintain harmonious labor relations between them, the parties hereto agree that they will promptly attempt to adjust all grievances. Should a grievance arise, the aggrieved party shall use the following procedures as the sole means of settling such grievance.

31.02 Grievance within the meaning of this grievance procedure shall consist only of disputes about the interpretation or application of a particular article of this agreement and about alleged violations of the agreement.

Step 1: When verbal agreement between the Employee and the Supervisor cannot be reached, the Employee aggrieved and the Union Steward shall review the grievance and, if required, shall give written notice to the Supervisor within five (5) working days of the occurrence. The Supervisor shall answer the grievance in writing within five (5) working days of receipt of the grievance. If settlement is not reached, then;

Step 2: The employee and Union Steward, if desired, may present the grievance to his/her Director, within five (5) working days of receipt of Supervisor's answer in Step 1. The Director shall attempt to resolve the grievance within five (5) working days of receipt of the grievance. The Director's answer will be in writing. If settlement is not reached, then;

Step 3: The grievance may be submitted by the Steward within five (5) working days of receipt of the answer in Step 2 to the City Manager/Safety Director or his designated representative, who shall attempt to resolve such grievance within ten (10) working days of receipt of the grievance.

ARTICLE XXXII ARBITRATION PROCEDURE

32.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision at Step 3, or a time limit default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet in an attempt to mutually select an arbitrator. In the event the parties cannot reach an agreement on the selection of an arbitrator, the Union will file for an arbitration panel from the Federal Mediation and Conciliation Service (FMCS). They will request only names from the State of Ohio, Metropolitan Region. Within fifteen (15) days of receipt of the arbitration panel, the parties shall select an arbitrator through the alternative strike method, with the Union striking first.

32.02 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.

32.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

32.04 The hearing(s) shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.

32.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. In the event the arbitrator renders a split decision by neither denying nor sustaining the grievance in full, the costs of the arbitration shall be split equally between the parties. 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.

32.06 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.

32.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his/her rights as provided by the Grievance and Arbitration procedures herein contained.

32.08 The Arbitrator will be agreed upon by both parties.

ARTICLE XXXIII ASSISTANT BOOKKEEPER BACK-UP PLAN

33.01 In the event the Assistant Bookkeeper cannot fulfill his/her responsibilities in completing the payroll process, a back-up plan has been established. It may be necessary for more than one (1) Clerk II be trained in the process.

33.02 One or more Clerk II's shall be selected to be trained in completing the payroll process. This Clerk II could be either a full-time employee or a part-time employee.

33.03 During the training of this complete payroll process the Clerk II in training shall be paid at the Assistant Bookkeeper four (4) year rate.

33.04 When a trained Clerk II is utilized to complete the payroll process, that Clerk II shall be paid at the Assistant Bookkeeper four (4) year rate. The complete payroll process does not consist of just entering time sheets into the system. The complete payroll process, or significant part thereof, shall be defined by the Finance Director. This is non-grievable.

ARTICLE XXXIV **FAMILY MEDICAL LEAVE**

34.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 (FMLA), and as set forth herein below.

34.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave. Any paid or unpaid leave shall be included in the computation of FMLA leave herein.

A. The birth of a son or daughter, and to care for the newborn child;
B. The placement with the employee of a son or daughter for adoption or foster care;
C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

34.03 The annual twelve (12) month period shall commence and be measured forward from the date of the employee first uses the leave set forth above.

34.04 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

34.05 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

34.06 Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

34.07 Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

ARTICLE XXXV **LEAVE OF ABSENCE**

35.01 The nature of our operations is such that attendance on the job is critical. In unusual circumstances, however, employees are required to be away from their work for extended periods of time. If such a situation occurs, the City may make available the following Leave of Absence policies for employees who have been employed for more than six (6) continuous months:

MILITARY LEAVE: Employees drafted into the Armed Forces of the U.S. government, or otherwise conscripted by the Government, shall be granted a Leave of Absence for their duration with the Government. Upon termination of service with the Government, the employee shall be returned to work at his regular job with all his rights and privileges enjoyed including seniority accrued to the date of termination, provided he is able to do such work physically, and that he applied for re-instatement within ninety (90) days' time limit specified in the Universal Military Training and Service Act.

LEAVE OF ABSENCE: Upon any written application, any employee who has been actively and continuously employed by the City for two (2) years may be granted a Leave of Absence without pay, for a period not to exceed sixty (60) days. Except in emergency situations, the employee must make application for such leave, at least two (2) weeks prior to the date leave is to commence. The City, in its discretion, can extend a leave of Absence for a period not to exceed an additional sixty (60) days. Leave of Absence will be granted only where the requirements of the City permit, except for actual emergencies. Employees securing leave of Absence under false pretenses shall be discharged immediately. Employees granted a Leave of Absence shall notify their superior two (2) days in advance if they desire to return to work before the expiration of Leave. A Leave of Absence not in excess of sixty (60) days shall be included as active and continuous employment for seniority purposes.

ADMINISTRATIVE LEAVE: The Employer will provide Administrative Leave to all Employees covered by this agreement for the purpose of taking promotional or qualification tests for the City of Brunswick. Compensatory time may be used for this purpose.

EMPLOYMENT WHILE ON LEAVE OF ABSENCE: Any employee who is on Leave of Absence and engages in gainful employment without the written consent of the City during the time he is on such Leave of Absence, shall lose his seniority and/or be subject to discharge.

ARTICLE XXXVI **JURY DUTY**

36.01 All Employees who are called (not volunteered) to serve as jurors, will receive their regular pay less their pay as juror for each hour worked while on jury duty, which shall not include "on call" jury time when employees are able to be at work. All benefits will accrue during jury duty time. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the supervisor.

ARTICLE XXXVII **CALL BACK AND SHOW-UP PAY**

37.01 When any Employee is called back to work before or after, but not continuous with his regular shift, he will be paid a minimum of four (4) hours at the appropriate overtime rate.

ARTICLE XXXVIII **UNIFORMS - CLEANING ALLOWANCE**

38.01 The City will provide five (5) uniform changes per week for Park Employees (including shorts during the summer months for Park Employees) and Building Inspectors.

38.02 The City will provide winter coats and spring coats for Building Inspectors. The Service Director/Chief Building Official will establish a policy for these purchases.

38.03 The City will provide winter coats and bibs for Park Employees. The Parks & Recreation Director will establish a policy for these purchases.

38.04 The City will provide raincoats, rain pants and boots for Park Employees and Building Inspectors.

38.05 All bargaining unit employees, excluding clerical employees shall receive a boot/safety equipment allowance per year. The benefit will be Two Hundred Seventy-Five ($275.00) in 2025, 2026, and 2027. Boots and/or shoes purchased by the employee must be designated "safety" article by the manufacturer. Safety equipment such as gloves, hats, cold weather or work gear, must also be approved of in advance by the Employer. Eligible employees will be reimbursed up to the yearly allowance benefit as follows: the employee will submit a request for safety boots or safety equipment and the Director or designee shall approve or deny the request within five (5) work days. If

approved, the employee will then purchase the safety boots, shoes or safety equipment and will submit the receipt to the Employer for reimbursement. Any monies not spent will not be extended over into the next calendar year. If the request for purchase is denied, such denial shall not be grievable.

38.06 The Employer agrees to pay the Clerks and Assistant Bookkeeper a one (1) time wage adjustment of one and one-half percent (1.5%) for the Year 2004 only. (In lieu of the cleaning allowance.) The rates listed include this wage adjustment.

38.07 Due to the fact that on June 1, 2004, the Clerks and Assistant Bookkeeper received one-half (½) payment of their cleaning allowance, the City will increase their 2003 rate by the one and one-half percent (1.5%) and paying the net amount between the one and one-half percent (1.5%) amount and the One Hundred Seventy-Five Dollars ($175.00) already paid.

ARTICLE XXXIX PERSONNEL FILES

39.01 A copy of any material to be placed in an Employee's personnel file shall be presented to the Employee within three (3) working days after receipt in the Civil Service Office or Director's file. No anonymous or unsigned information will be placed in an Employee's personnel file.

39.02 The Employee may have access to his personnel file during regular working hours.

39.03 Material not in an Employee's file, at the time of a disciplinary action is taken, shall not be used against the Employee during grievance proceedings.

39.04 Disciplinary actions that are more than three (3) years old shall not be used for further disciplinary action.

ARTICLE XL WORK BREAKS

40.01 All Employees shall be given a paid ten (10) minute break. The first shall be as near as practical, midway through the first half of the shift and the second as near as practical, midway through the second half of the shift during regular work hours.

40.02 Paid ten (10) minute breaks will also be given in the following instances:

a. At the end of the regular work shift when overtime is scheduled
b. In between every two (2) hours of overtime

40.03 If any Employee is required to work through or skip a scheduled lunch period, at the request of his supervisor, such Employee shall be paid at the applicable pay rate in lieu of taking lunch.

ARTICLE XLI JOB CLASSIFICATION

41.01 The Employer shall make available to the Union all applicable job specifications for all employees covered by this agreement.

a. Job descriptions shall be written for every job classification covered by this Agreement.

ARTICLE XLII STEWARD

42.01 The Union shall appoint a Chief Steward and an Assistant Steward from among the bargaining unit employees.

42.02 The Employer shall not hinder, coerce, restrain or interfere with the stewards during their performance of official Union business. Union business will not be conducted during working hours unless approved by the City.

42.03 Employees shall have the right to have a Steward present at any time disciplinary action is given by any Department Head.

42.04 In the event of a work place injury or illness, the Employee shall immediately notify the Employer and the Employer shall assume the responsibility to take care of the Employee's personal belongings and to assure proper emergency medical care.

42.05 The Steward shall have the right to use the Employer's telephone regarding Union business at Union expense during non-working hours. Telephones may be used to coordinate meetings with another bargaining unit member.

ARTICLE XLIII **EDUCATION REIMBURSEMENT**

43.01 The City will agree to reimburse an employee for training programs specifically related to their employment position and pre-approved by the Department Head.

ARTICLE XLIV **SENIORITY**

44.01 Seniority shall be defined as the length of time an employee has been employed by the City of Brunswick in a full-time capacity. Seniority for newly hired employees shall accrue from the original date of hire once a probationary period of one hundred eighty (180) days has been satisfied.

44.02 Seniority shall prevail and apply to lay-off and recall according to O.R.C. 124.321.

44.03 The Employer shall post a notice of all Civil Service vacancies. Employees shall be given ten (10) working days in which to make application to fill the vacancy or new position created.

44.04 Promotions to Civil Service vacancies will be in accordance with O.R.C. 124.31.

44.05 Employees shall not suffer any loss of pay for applying for or taking any promotion test for the City of Brunswick.

44.06 Promotions to classified positions for City Employees shall be in accordance with O.R.C. 124.26©).

44.07 No new full-time, part-time, temporary Employee in the same classification will be hired, or part-time Employee retained, while regular full-time employees in the same classification are on lay-off status or working less than a regular work week.

44.08 Continuous service with the Employer shall not be considered broken unless the Employee:

1. Resigns
2. Is discharged for just cause

3. Is absent due to a lay-off for more than twelve (12) months
4. Absent from work two (2) days without notifying the City
5. Any unexcused absence, if absence is asked for and refused
6. Any laid off Employee who is called back to work and fails to contact Department Head five (5) days after return notice is sent to the Employee by Certified Mail by the City to his last known address appearing on City records

ARTICLE XLV **PERSONAL HOURS**

45.01 An Employee may use up to sixteen (16) hours of sick time hours for personal hours. A maximum of eight (8) hours and a minimum of one (1) hour can be used on any given day.

ARTICLE XLVI **EXECUTION**

46.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 20___.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 52:

_____
David D. Dudas
Principal Officer

_____
Thomas Adams

_____
Jeanne Barlow

_____
Drew Flood

FOR THE EMPLOYER:

_____
Carl S. DeForest
City Manager/Safety Director

DIRECTOR OF FINANCE CERTIFICATE

I, Todd Fischer, Finance Director, hereby certify that sufficient funds are in the City Treasury, or in the process of collection, to the credit of the proper fund, free of any outstanding encumbrances or obligations. This Certificate is approved based on current information.

_____

Todd R. Fischer
Finance Director

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/10/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Gia D'Amico

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 16-2025 -** An ordinance accepting the Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Streets) for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

BACKGROUND: The previous Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Streets) expired on December 31, 2024; The City of Brunswick and the International Brotherhood of Teamsters Local 52 (Division of Streets) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027.

PURPOSE AND EXPLANATION: To provide wages and benefits for union employees.

IMPLEMENTATION SCHEDULE: Ordinance shall take effect and be in force from and after the earliest period allowed by law.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Costs associated with the Collective Bargaining Agreement are required to be appropriated by the Council in order to be paid. This newly proposed agreement will need to be analyzed and compared to the original 2025 budget during the reading process. If additional appropriation amendments appear to become necessary, additional legislation and discussions will need to take place. The 2026 and 2027 budgets will be compiled at a later date and will follow the requirements of budgetary laws contained in the City Charter and ORC Section 5705.

RECOMMENDED ACTION:

One Reading	No
Two Readings	No

Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 16-2025

BY: Committee-of-the-Whole

AN ORDINANCE ACCEPTING THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 52 (DIVISION OF STREETS) FOR A PERIOD OF THREE (3) YEARS EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2027.

WHEREAS: The previous Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Streets) expired on December 31, 2024; and

WHEREAS: The City of Brunswick and the International Brotherhood of Teamsters Local 52 (Division of Streets) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the Council of the City of Brunswick hereby accepts the Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 52 (Division of Streets) for a period of three (3) years effective January 1, 2025 through December 31, 2027, as attached hereto as Exhibit "A".

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

AGREEMENT

between

THE CITY OF BRUNSWICK

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 52

D I V I S I O N O F S T R E E T S

EFFECTIVE: January 1, 2025

EXPIRES: December 31, 2027

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ARTICLE I **PREAMBLE**

1.01 This Agreement is hereby entered into by and between the City of Brunswick, State of Ohio, hereinafter referred to as the "Employer" and the International Brotherhood of Teamsters, Local 52, hereinafter referred to as the "Union".

ARTICLE II **MISCELLANEOUS**

2.01 Notwithstanding any other provision in this Agreement, the Union may request discussions with the Employer once annually regarding staffing concerns and the utilization of part-time, seasonal or casual personnel. If requested, the Employer shall meet with the Union for such discussions within fourteen (14) days of such request. Nothing in this Article shall affect or limit management's rights.

ARTICLE III **MANAGEMENT RIGHTS**

3.01 The city reserves and retains solely and exclusively, all of its common law rights to manage the business of the City, as such rights existed prior to the execution of this Agreement, subject, however, to the provisions of this Agreement.

3.02 Matters of inherent management policy, which are not abridged by this Agreement, shall include, but are not limited to, such areas of discretion of policy, as the functions, and programs of the City, standards of service and its overall budget, utilization of technology, organizational structure and selection and direction of personnel, determination of the number of hours per day per week operations shall be carried on, determination of the number of employees required, the assignment of such work to employees in accordance with the requirements termed by the City, the establishment and change of work schedules, the right to take and enforce reasonable rules for maintenance of discipline, the right to suspend, discharge, or otherwise discipline employees for cause, the right to contract out work, and otherwise to take such measures as the City may determine to be necessary for the orderly and efficient operation of the City business, provided, however, that subletting of work shall not be used for the purpose of discriminating against members of the bargaining unit as the bargaining unit existed as of January 1, 1976.

3.03 Nothing herein contained shall be construed to limit the power of the City to suspend, or discharge any employee, or to terminate any employment for disciplinary reasons. Nothing herein contained shall be construed to limit the power of the City to lay off because of lack of work or shortage of available funds appropriated for payment of wages. Seniority shall prevail.

ARTICLE IV RECOGNITION

4.01 The City hereby recognizes the Union as the sole and exclusive bargaining representative of its regular full-time employees of the Division of Public Properties, excluding casual employees, students employed during vacation, management level employees, supervisors, first level supervisors, confidential employees.

ARTICLE V NON-DISCRIMINATION

5.01 No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

5.02 Neither the City nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, color, creed, age, sex, handicap, or national origin.

ARTICLE VI DUES DEDUCTIONS

6.01 The Finance Director is hereby authorized to deduct from compensation payroll to Union employees of the Service Department, such amount as may be authorized by said employee, in writing, for the purpose of payment to International Brotherhood of Teamsters Local 52 for dues.

6.02 The employer agrees to deduct monthly Union dues, and/or Union assessments of the local Union from the first pay of each month, from any employee from whose written authorization is received and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made.

6.03 Dues check off authorization is to be voluntary, but once given, it may not be revoked until fifteen (15) days prior to the expiration of this Agreement.

6.04 The Union agrees to indemnify and save the employer harmless from any and all claims, suits, and other forms of liability arising out of actions taken by the employer for the purpose of complying with provisions of this article.

6.05 New Employees who do not become members within thirty-one (31) days following the beginning of their employment may voluntarily consent to pay a fair share fee as a voluntary contribution toward administration of the agreement. An employee is not required to pay fair share fees unless the employee voluntarily consents to do so and the Union shall provide the Employer with evidence that the employee voluntarily consents to pay fair share fees through payroll deduction. Voluntary fair share fees shall be deducted and remitted during the same period of dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. Deductions under this provision may be revoked in the same manner and under the same time frame as Union dues set forth in Section 6.03 above.

6.06 If a new employee declines to become a member of the Union, the City will inform the Union and will permit a representative of the Union to meet with the newly hired employee, for no more than fifteen (15) minutes, to discuss with the new employee what the Union does and the benefits of Union membership. This time will be considered paid time for the employee. If the Union representative is also an on-duty employee within the bargaining unit, the Union representative will also be paid for this time at their normal hourly rate and without penalty.

ARTICLE VII NO-STRIKE

7.01 All disputes regarding the interpretation or application of the express provisions of this Agreement shall be settled in accordance with a grievance procedure. There shall be no strikes or cessation of work by the employee, or lockouts by the City during the term of this Agreement.

7.02 Should there be any such disputes or differences between the City and the Union, or between the City and any of the employees, such grievances shall be reduced in writing within five (5) days (working days) from the day of the alleged occurrence and submitted to the other party.

ARTICLE VIII **PROBATIONARY PERIOD**

8.01 All newly hired employees shall be considered probationary employees for a period of six (6) months from the beginning of employment, during which time, they shall have no seniority. Probationary employees will be eligible for insurance coverage beginning on the first of the month in which the employee's 90th day of employment falls within. A new employee may be summarily dismissed during such probationary period at the sole discretion of the City.

8.02 If such employee is retained beyond the probationary period, he shall immediately thereafter be classified as a regular employee and his seniority shall commence as of the date of his appointment unless previous agreements are agreed to by both the Union and the City.

ARTICLE IX **WORK WEEK AND HOUR REGULATIONS**

9.01 A normal work week consists of five days, Monday through Friday, from 7:30 a.m. to 4:00 p.m., except for 1)the first week of May through the last week of September, where the hours will be 7:00 a.m. to 3:30 p.m. and 2) Winter shift operations shall commence after November 15 and shall end on a Friday, between February 15 and March 31. This shift shall start at 11:30 p.m. and end at 8:00 a.m. All employees will be offered this shift, on a seniority basis, every four (4) weeks. The City will provide a seventy- two (72) hour notice to the employees prior to the implementation of the winter shift at the start of each winter season.

9.02 One (1) half hour is provided each day for lunch. This half (½) hour period will start between 11:00 a.m. - 1:30 p.m. Employees may be required to eat on the job site. Employees may request to work through scheduled lunch breaks with agreed approval of their supervisor and receive one of the following: leave one half (1/2) hour early or receive overtime and work until the scheduled ending time, upon approval from the Service Director or his designee.

9.03 Two (2) ten (10) minute coffee breaks per 8- hour shift are to be taken on the job site. If an employee needs to use the restroom during their break, that employee may leave the job site to drive to a facility. The ten (10) minute break is inclusive of any travel time. Late departure to the work site or early return to the garage, unless authorized, shall be cause for disciplinary action. Early return shall mean more than ten

(10) minutes before lunch or quitting time. Any employee who continually fails to report for work on time or leaves his work station early, shall have his pay reduced according to the following schedule:

a. Loss of 6 to 12 minutes of work = .2 hour of pay deduction
b. Loss of 13 to 18 minutes of work = .3 hours of pay deduction
c. Loss of 19 to 24 minutes of work = .4 hours of pay deduction
d. Loss of 25 to 30 minutes of work = .5 hours of pay deduction
e. Loss of 31 to 36 minutes of work = .6 hours of pay deduction
f. Loss of 37 to 42 minutes of work = .7 hours of pay deduction
g. Loss of 43 to 48 minutes of work = .8 hours of pay deduction
h. Loss of 49 to 54 minutes of work = .9 hours of pay deduction
i. Loss of 55 to 60 minutes of work = one (1) hour of pay deduction

9.04 All employees will receive time and one half pay for all hours worked outside of the scheduled work day (Monday through Friday, 7:30 a.m. to 4:00 p.m., and during winter shift operations). If an employee fails to work eight (8) hours on a scheduled work day due to no fault of the City, he will not receive time and one-half pay until he completes eight (8) hours of work. All employees will receive time and one-half for all hours worked on Saturday and Sunday.

9.05 All hours worked beyond twelve (12) hours in a day, shall be paid double time an employee's regular rate of pay. Such twelve hours worked in a day must be consecutive hours worked in order to be eligible for the double time overtime pay. This payment cannot be converted into compensatory time.

9.06 Employees may elect to take off compensatory time in lieu of premium pay for overtime worked at the sole discretion of the Division Head. Such compensatory time shall be earned at a rate commensurate to the applicable hourly overtime rate.

9.07 Each employee must make a choice of pay or compensatory time upon submission of their time sheet for that pay period. If an employee does not make this choice, he shall be paid time and a half.

9.08 Maximum accrual of compensatory leave shall not exceed one hundred eighty (180) hours at any one time. When an employee has accrued the maximum compensatory time off of one hundred eighty (180) hours, all overtime worked shall be paid at the applicable rate.

9.09 For each employee, the City will pay out eligible comp hours earned as of the last work day of the first payroll period ending in November. Finance will provide employees with their available balance in November. Employees must have their comp carryover selection to Payroll, in writing, no later than fourteen (14) days after notification of balance by Finance. If written carryover selection is not received by Payroll by the previously mentioned deadline, any balance up to the maximum amount of forty-eight (48) hours will be automatically carried forward. Any hours over the carryover amount will be paid accordingly. Payment will occur as early as practically possible, but no later than December 20th. Accumulation of compensatory time will begin on the first day after the first payroll period ending in November and continue for 365 days. Hours paid shall be at the employee's current rate of pay as of the last work day of the last payroll period ending in November.

All employees must use their accrued compensatory time prior to December 15th of each calendar year. However, the City will allow for a maximum of forty-eight (48) hours of compensatory time to be carried into the next calendar year. All accrued compensatory time not used by December 15th or carried forward shall be paid to the employee at time and one-half.

ARTICLE X HOLIDAYS

10.01 Employees will observe thirteen (13) holidays.

10.02 Employees will be paid eight (8) hours pay at straight time for a holiday not worked. If they work, they will be paid the Holiday plus double time (2X) for hours worked on the holiday.

10.03 Holiday pay will be paid if the employee works the full workday preceding, and the next full workday after said Holiday, unless excused because of illness, substantiated by a certificate signed by a medical professional, at the discretion of the Department Director. The following Holidays will be observed:

2025

1	Wednesday	New Year's Day	January 1
2	Monday	President's Day	February 17
3	Friday	Good Friday	April 18
4	Monday	Memorial Day	May 26
5	Friday	Independence Day	July 4
6	Monday	Labor Day	September 1
7	Monday	Columbus Day	October 13
8	Thursday	Thanksgiving Day	November 27
9	Friday	Day After Thanksgiving	November 28
10	Thursday	Christmas Eve	December 25
11	Friday	Christmas Day	December 26
12	Wednesday	New Year's Eve	December 31
13	_____	Floating Holiday	_____

2026

1	Thursday	New Year's Day	January 1
2	Monday	President's Day	February 16
3	Friday	Good Friday	April 3
4	Monday	Memorial Day	May 25
5	Friday	Independence Day (Observance)	July 3
6	Monday	Labor Day	September 7
7	Monday	Columbus Day	October 12
8	Thursday	Thanksgiving Day	November 26
9	Friday	Day After Thanksgiving	November 27
10	Thursday	Christmas Eve	December 24
11	Friday	Christmas Day	December 25
12	Thursday	New Year's Eve	December 31
13	_____	Floating Holiday	_____

2027

1	Friday	New Year's Day	January 1
2	Monday	President's Day	February 15
3	Friday	Good Friday	March 26
4	Monday	Memorial Day	May 31
5	Monday	Independence Day (Observance)	July 5
6	Monday	Labor Day	September 6
7	Monday	Columbus Day	October 11
8	Thursday	Thanksgiving Day	November 25
9	Friday	Day After Thanksgiving	November 26
10	Friday	Christmas Eve	December 24
11	Monday	Christmas Day	December 27
12	Friday	New Year's Eve	December 31
13	_____	Floating Holiday	_____

10.04 If any of the Holidays fall on a Sunday, the following Monday will be considered the Holiday. If a Holiday falls on a Saturday, the preceding Friday will be considered a Holiday.

10.05 When scheduling "floating holidays" adequate coverage in the Department must be maintained.

ARTICLE XI VACATIONS

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

Upon completion of:	VACATION
One (1) year but less than five (5) years	2 weeks off
Five (5) years but less than eleven (11) years	3 weeks off
Eleven (11) years but less than fifteen (15) years	4 weeks off
Fifteen (15) years but less than twenty -five (25) years	5 weeks off
Twenty -five (25) years or more	6 weeks off

11.02 Employees with one (1) year, but less than five (5) years of service, may take vacation one (1) day at a time up to a total of five (5) days. Employees with five (5) or more years of service may take vacation one (1) day at a time up to a total of ten (10) days. These five (5) or ten (10) days must be taken in whole day increments and must be requested a minimum of forty-eight (48) hour notice prior to taking same and must be approved by the Department Head. The remaining vacations must be taken in minimum of one (1) week.

11.03 If an approved Holiday occurs within the normal base work week during the employee's vacation, an additional vacation day will be granted either in conjunction with the vacation that is being taken or at another date as requested by the employee and approved by the Department Head.

11.04 No pay will be made in lieu of vacation.

11.05 Vacation periods shall be selected on the basis of continued service within the Department.

11.06 Each employee will be granted vacation based on the number of years of service. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). In case of an emergency, the City reserves the right to extend the length of time an employee may utilize his vacation period.

11.07 The Year 2005 will be considered the conversion year from anniversary date to calendar year for current full-time employees. The Year 2005 will be the first-time vacation is computed on a calendar year basis.

11.08 Any full-time employee who does not have a full year of service on December 31, their conversion period will not be until the first full year after the employee's one-year anniversary.

11.09 Each employee shall be deemed to have earned his vacation and pay as of his eligibility date, even though he does not take vacation or receive vacation pay at the time. Further, if the employment of an employee with one (1) or more years of service is terminated prior to his eligibility date, he shall receive vacation pay pro-rated in accordance with the number of months he had worked since his preceding eligibility date. However, if an employee quits his job without two (2) weeks' notice,he shall forfeit his termination vacation pay. Twenty-five percent (25%) of the employees will be permitted on vacation at any one time.

ARTICLE XII SICK LEAVE

12.01 Each employee will begin accumulating 1-1/4 sick days per month or 4.6 hours per eighty (80) hours worked after the first month of hire. Each employee will continue to accumulate sick leave at the rate of 1-1/4 days per month or 4.6 hours per eighty (80) hours worked.

12.02 In any case where an employee has accumulated sixty (60) days, provided in the above, and in the following calendar year, he/she is entitled to a minimum accumulation of fifteen (15) sick days, as an incentive to said man/woman not to use the sick days beyond the maximum, he/she shall be reimbursed at the end of said year for sick days not used in excess of sixty (60) days at a rate of ½ day's pay for each sick day not used. One-half (½) day's pay will be the employee's base hourly rate times four hours. Payment of these hours shall be made by January 31st.

12.03 Any employee who is unable by sickness, injury or other disability, to perform his duties, must call the City's office and talk to his supervisor each day he is off. If the employee, or spouse, fails to call prior to his scheduled starting time on the days in which he is to work, he will be docked one (1) day's pay for that day.

12.04 Sick leave should not be used for office visits or treatments which could be scheduled during non-working hours.

12.05 After three (3) consecutive days of non-hospital leave, or eight (8) total days of sickness in any one year, a medical professional's certificate shall be presented by the employee for each absence. It should be understood that if an employee is sick three (3) consecutive days or a total of eight (8) days, a sick slip must be presented for the three (3) days or the eighth (8) day, immediately upon returning to work and for any days thereafter. Employees submitting a medical professional's certificate for an absence will be considered to have not used any of the eight (8) days.

12.06 An employee may use up to sixteen (16) hours of sick time hours for personal hours. A maximum of eight (8) hours and a minimum of one (1) hour can be used on any given day.

12.07 A patterned use of sick leave or excessive use is sufficient grounds for disciplinary action. A patterned use of sick leave is three (3) events that would indicate a direction, tendency, or characteristic behavior of an individual as it pertains to sick time use.

ARTICLE XIII BEREAVEMENT LEAVE

13.01 When an employee is absent due to death in his immediate family, he shall be paid up to a maximum of three (3) days earnings at his regular rate. Up to three (3) days may be consecutive or non-consecutive, the last one for Memorial, Funeral or Celebration of Life Service within thirty (30) days. Documentation of the Memorial, Funeral, or Celebration of Life Service must include but not limited to, name of the deceased, date of the event, and the relationship of the employee to the deceased, provided to Administrative Services. A member of the immediate family shall be considered an employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother- in- law, father-in- law, step-parents, step-children, step siblings, or a legal guardian or other person who stands in the place of a parent. Immediate family may also include any other individual designated as

"other relative" at the sole discretion of the Department Head and/or his designee. Denials of a designation of "other relative" by the Employer for purposes of bereavement pay shall not be grievable.

13.02 No payment will be made for any of the three (3) days which is a day the employee would not ordinarily be scheduled to work.

13.03 In the event of the death of a, grandparent-in-law, the employee shall be paid for the absence on the day of the funeral.

13.04 The intent of this provision shall be to protect the employer of lost earnings. Thus, the maximum of three (3) days in the event of a death in your immediate family is not a guarantee of three (3) paid days off. The days used as Funeral Pay will not be deducted from Sick Time.

13.05 If an employee's above relative dies while an employee is on vacation, and said employee uses his/her vacation time to attend the funeral, said employee shall be credited the vacation used for bereavement leave.

ARTICLE XIV ARMED SERVICE RESERVE DUTY

14.01 Military Leave. Members who serve in a branch of the Armed Services of the United States as designated by Congress of the United States will be granted military leave of absence without loss of pay when ordered to temporary active duty, inactive duty training or when ordered to military training exercises conducted in the field for a period not to exceed twenty-two (22) eight (8) hour work days, or one hundred seventy-six (176) tours during each federal fiscal year. "Federal fiscal year" means the beginning on the first day of October and ending on the thirtieth day of September. Such a leave of absence will not affect a person's right to vacation leave, sick leave, or seniority under the applicable collective bargaining agreement.

14.02 Any member who is entitled to military leave as provided in this Section and who is called to military duty for a period in excess of twenty (22) eight (8) hour work days or one hundred seventy- six (176) hours in a federal fiscal year, for each fiscal year in which military duty is performed, because of an executive order signed by the President of the United States or an act of Congress is entitled to additional paid leave during the period designated in the order or act. The amount of payment during each month of this additional leave shall be the lesser of:

(1) The difference between the member's gross monthly wage as a City 's employee and the sum of his/her gross military pay and allowances received that month; or,

(2) Five hundred dollars ($500).

14.03 However, no member shall receive payment if the sum of his/her gross military pay and allowances received in the month exceeds his/her gross monthly wage or salary as a City employee.

14.04 Re-employment of a member who leaves the employment of the City to serve in the armed forces of the United States of America or any branch therefore, shall be governed by the following principles:

(1) An eligible member shall be re-employed in the position which the member would have been employed if the continuous employment of the member had not been interrupted by the period of military service, or an equivalent position, provided the member is qualified to perform such position.

(2) Any member must request restoration of the position within ninety (90) days of receiving an honorable discharge from the armed services or the position shall be declared vacant. Nothing contained in this subsection shall obligate the City to pay a member who is on military leave of absence.

(3) The term "armed forces of the United Sates" shall be deemed to include such services as designated by the Congress of the United States.

(4) Nothing contained in this subsection shall obligate the City to re-employ a member whose accumulative absence for military service exceeds five (5) years.

(5) This subsection shall be interpreted and applied in a manner consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. §43.01 *et seq.* and/or Section 5923.05 of the Ohio Revised Code, as applicable.

ARTICLE XV **INSURANCE**

15.01 Effective January 1, 2020, all employees under the City plan are required to contribute towards the employee's total premium of the plan per month as follows: The per month payment would be applicable regardless of another alternative plan selected by the employee or whether the employee selects single or family coverage.

	2025	2026	2027
Plan 1	16%	16%	16%
Plan 2	16%	16%	16%
Plan 3	12%	12%	12%

Effective January 1, 2019, seventeen percent (17%) for employees **not** in the Wellness Program – for each Plan.

Any new employee hired after January 1, 2015, shall pay sixteen percent (16%) towards the premium per month for any plan selected beginning January 1, 2019.

The above employee contributions will remain the same unless the average annual premiums go up ten percent (10%) or more in which case all of the above employee contributions shall be increased by one percent (1%). The additional one percent (1%) increase to employee contributions would not occur more than one time during a three (3) year period.

15.02 The employee's contribution towards the premium will be deducted per pay period from the employee's pay. In the event an employee does not have enough funds available to contribute towards the premium, the employee will be required to make the employer whole in what had been paid for the year for the employee in insurance premiums.

15.03 In the event an employee resigns or is terminated, that employee will be required to make the employer whole in the amounts owed by the employee for premium contribution pursuant to the City's election form. This amount will be deducted from the employee's final paycheck from the City.

15.04 Employee will be eligible for insurance coverage beginning on the first of the month in which the employee's 90th day of employment falls within. Each employee will receive a booklet prepared by the Hospitalization program setting forth, in detail, the extent of the terms of their coverage.

15.05 In case an employee is absent from work due to layoff or leave of absence, the Employer will not be obligated to pay for insurance coverage beyond the end of the month in which such action begins.

15.06 The Employer reserves the right to change insurance carriers or coverage during the term of this Agreement so long as the benefits are same.

15.07 When an employee is returned to work following an absence from work due to illness or injury, which is not the result of their work, their insurance will commence the first date of his return to work.

15.08 One of the most important benefits an employee working for the City receives is Group Hospitalization and Group Surgical Plan along with a Major Medical Plan. In addition, the City agrees to provide the following insurance:

Major Dental Program
Prescription Drug Service Program
Visual Care Program
Flexible Plan beginning in 1999

15.09 The City will provide Major Medical coverage for the employees in the following manner:

A. Single Coverage: $50.00 Deductible and $50.00 co-insurance payments when using providers in-network. $100.00 Deductible and $150.00 co-insurance payments when using non-network providers.

B. Family Coverage: $100.00 Deductible and $100.00 co-insurance payments when using providers in-network. $200.00 Deductible and $300.00 co-insurance payments when using non-network providers.

15.10 An employee may decline the use of the City's hospitalization, surgical and major medical plans if satisfactory proof is submitted and accepted by the City that the employee is covered by an adequate hospitalization plan. An employee's spouse (if applicable) must also agree to this provision. The City will pay the employee One thousand five hundred dollars ($1,500.00) for requesting to be completely removed from the City's

hospitalization plan, or pay the employee Six hundred dollars ($600.00) for changing from a family plan to a single plan. Initial payments for dropping or reducing the above coverage will be based on the number of months the coverage is not used and based on the date Administrative Services is notified of the opting out. Payment shall be made once annually by October 31st.

15.11 The City will provide a fully paid Life Insurance Policy for each full-time employee. The policy will cover $1,000 life insurance for every $1,000 the employee earns under a normal work schedule. The City will round the coverage to the next highest $10,000 value. i.e., $64,000 base hourly pay = $70,000. New employees will receive this benefit the first day following the first full ninety (90) days from their date of hire.

ARTICLE XVI LONGEVITY

16.01 In addition to such annual salary, employees shall receive yearly longevity pay in accordance with the following schedule, and subject to the following terms and conditions:

16.02 Employees shall be eligible for Longevity Pay on the amount shown on a calendar year basis. The Year 2005 was the conversion year from anniversary date to calendar year. Only continuous years of service as an employee for the City shall be used in determining the eligibility for the Longevity Pay. Payments to be made one time annually by October 31st of each year.

YEARS OF CONTINUOUS SERVICE COMPLETED	2025	2026	2027
0-3	N/A	N/A	
4-5	$ 300.00	$ 300.00	$300.00
6-7	$ 500.00	$ 500.00	$500.00
8-9	$ 700.00	$ 700.00	$700.00
10-11	$1,000.00	$1,000.00	$1,000.00
12-13	$1,200.00	$1,200.00	$1,200.00
14-15	$1,400.00	$1,400.00	$1,400.00
16-17	$1,600.00	$1,600.00	$1,600.00
18-19	$1,800.00	$1,800.00	$1,800.00
20-21	$2200.00	$2200.00	$2200.00
22	$2400.00	$2400.00	$2400.00

23	$2600.00	$2600.00	$2600.00
24	$2800.00	$2800.00	$2800.00
25	$3000.00	$3000.00	$3000.00
26	$3100.00	$3100.00	$3100.00
27	$3200.00	$3200.00	$3200.00
28	$3300.00	$3300.00	$3300.00
29	$3400.00	$3400.00	$3400.00
30	$3500.00	$3500.00	$3500.00

($2,500.00 added to longevity for the 2022 year only and then revert back to previous schedule.)

ARTICLE XVII **WAGES**

17.01 In consideration of mutual covenants herein contained, the parties agree as follows: Effective January 1, 2025 through December 31, 2027, compensation paid to the following Union employees at the Division of Public Properties shall be:

(Wage scales reflect increases of: 2025- 4%; 2026 – 4%; 2027-3%)

17.02 EQUIPMENT OPERATOR - One (1) man full-time, qualified to operate gradall, backhoe, loader, motorized rollers and compactors, durapatcher, skid steer, mini excavator, sewer vac truck, sewer camera, and tractor (berm mowing, drilling, grading) available all hours, and capable of supervising a crew in performing such jobs as assigned to them shall receive:

Position will be filled when Collective Bargaining Agreement is approved by Council Legislation.

Year	Start	6 Months	1 Year	2 Years	3 Years
2025	31.21	32.81	34.55	34.92	36.32
2026	32.46	34.12	35.93	36.32	37.77
2027	33.43	35.15	37.01	37.41	38.90

17.03 MECHANIC - Minimum One (1) man available all hours qualified to maintain City equipment beyond the preventative maintenance stage, shall receive:

Year	Start	6 Months	1 Year	2 Years	3 Years
2025	31.21	32.81	34.55	34.92	36.32
2026	32.46	34.12	35.93	36.32	37.77
2027	33.43	35.15	37.01	37.41	38.90

17.04 MAINTENANCE MAN - Regular full-time employees available all hours, qualified to operate equipment or perform mechanical work shall receive the following rate of pay when operating equipment or performing mechanical work:

Year	Start	6 Months	1 Year	2 Years	3 Years
2025	31.21	32.81	34.55	34.92	36.32
2026	32.46	34.12	35.93	36.32	37.77
2027	33.43	35.15	37.01	37.41	38.90

17.05 When performing all other services, they shall receive:

Year	Start	6 Months	1 Year	2 Years	3 Years
2025	27.40	28.87	30.33	31.07	34.41
2026	28.50	30.03	31.55	32.31	35.79
2027	29.36	30.93	32.49	33.28	36.86

17.06 LABORER - All full-time employees available all hours, working as a Laborer, shall receive:

Year	Start	6 Months	1 Year	2 Years	3 Years
2025	23.49	24.77	26.09	26.76	28.90
2026	24.43	25.76	27.13	27.83	30.05
2027	25.17	26.54	27.95	28.67	30.96

17.07 Maintenance men shall receive Mechanic's pay while they are performing oil changes on trucks and heavy equipment.

17.08 Maintenance men shall receive Operator's pay while operating equipment from the time he leaves the garage until he returns, unless assigned to another job.

17.09 Mechanics will not operate heavy equipment on a job site if Maintenance men are available unless in case of an emergency.

17.10 While snow plowing, only one (1) man will be permitted in a truck unless otherwise directed by the City. A minimum of two (2) men will be called out during snow plowing operations.

17.11 CONCRETE, CONCRETE PUMPING, WELDNG AND CARPENTERS WAGES- Payments of Concrete, Concrete Pumping, Welding and Carpenters wages will be issued for the following: Sawing, building, fitting together and installing wood forms for any concrete work. Sawing and building wood headwalls, while installing concrete forms. Any other work that would come under the trade of a carpenter. After any matching work is done, and hand work that needs to be done for forms to fit. Pouring, mixing or use of concrete, motor mix, water plug or any related materials. Finishing - brooming or other types of edging. Sealing of catch basins. Sealing of sewer pipes, inside and outside brick or block work. Use of concrete saw (man using saw only). Use of concrete grinder (man using grinder only). Confined space work (Only worker making repairs in the confined space).

The hourly rate for performing such work shall be:

2025	38.53
2026	40.08
2027	41.28

17.12 Any employee assigned to work during the designated winter shift hours, as set forth in Article X, shall be entitled to a winter shift differential based upon the actual number of hours worked of an amount of one dollar and twenty- five cents ($1.25) per hour starting January 1, 2025. This applies to any winter shift any day of the week.

17.13 It shall be mandatory for all full- time employees of the Division of Streets to have their bi-weekly pay checks direct deposited.

17.14 Pesticide Control: The Service Director may select up to two (2) workers in the Streets Department to obtain and retain certification in herbicide and pesticide control within the City of Brunswick. In order to encourage the development of our employees in this area, the selected employee(s) of the Streets Department will be paid Seven Hundred Dollars ($700.00) annually and attend the training during normal work hours. In order for payment to be made, a copy of an employee's certification must be presented to the Service Director, Administrative Services and Pay Roll by October 1st. Payment shall be made by October 31st.

ARTICLE XVIII OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM

18.01 The City will continue the State mandated pension system.

18.02 The City will pay the Employee's retirement contribution up to a maximum amount of twelve percent (12%) for the duration of this Agreement.

18.03 The City will provide deferred compensation retirement plans.

ARTICLE XIX LAY-OFF AND RECALL

19.01 In all cases of lay-offs and recalls, seniority of the employees on the roster shall govern subject to the ability to perform a particular job and according to job classification.

19.02 Employees last hired shall be first laid off, provided those employees remaining are capable of performing the available work.

19.03 When the City recalls an employee, the employees on lay-off shall be called in reverse order in which they are laid off, provided such employees are capable of performing the available work.

19.04 The determination of the ability of an employee to perform the available work shall rest with the City, subject to the grievance procedure of this Agreement.

ARTICLE XX COMMERCIAL DRIVER'S LICENSE

20.01 The City will reimburse the employees of the Division of Streets the full renewal fee for their Commercial Driver's License. Proof of renewal and receipt must be submitted to the Service Director and Administrative Services for approval prior for reimbursement. Annually, a current copy of each employee's driver's license and renewal, if applicable, must be submitted to the Service Director and to Administrative Services for verification.

20.02 All bargaining unit employees who have a Class A CDL shall receive an additional fifty cents ($.50) per hour when operating equipment that requires a Class A CDL endorsement.

ARTICLE XXI **LINE OF DUTY INJURY LEAVE**

21.01 A full-time employee's absence from work is necessitated because of an illness or injury that incurred while on the job with the City and said illness or injury is compensable under the Ohio Worker's Compensation law, injury leave may be granted at the discretion of the City Manager, or his/her designee, for a period of time not to exceed thirty (30) calendar days.

21.02 Such leave may be granted by the City Manager, or his/her designee, based upon the recommendation of the employee's Department/Division Head and upon submittal by the employee of a statement from a licensed physician justifying that the employee is unable to return to full work status due to the injury/illness.

21.03 Such leave shall not be charged against the employee's sick leave balance unless it is determined that the illness or injury is a non-work- related illness or injury and is not compensable under Ohio Worker's Compensation Law.

21.04 In order to be eligible for injury leave, the employee must report the illness/injury to his/her supervisor within twenty-four (24) hours of the incident giving rise to the illness/injury.

21.05 Any employee who receives a paid leave under this Article shall not be entitled nor will apply for either temporary total disability or permanent and total disability benefits under Ohio Worker's Compensation Laws. This provision does not prohibit an employee from receiving other available worker's compensation benefits. In an employee received either temporary total disability or permanent and total disability while receiving injury wage continuation benefits under this section, the employee agrees to reimburse the City for all suns in excess of what the employee received under this section.

21.06 The injury leave pay set forth in this Article is cumulative for the duration of this Agreement in regard to the injury, i.e., successive "injuries" to the same body part(s) shall not constitute separate injuries and all related worker's compensation and related claims to the same or similar body parts shall be construed as one (1) injury and eligible for total leave time under this Article.

ARTICLE XXII **WELLNESS PROGRAM**

22.01 The Union and the Administration desire to promote health and fitness for its employees.

22.02 A Wellness Program has been designed with certain criteria. It is the responsibility of each employee who wishes to participate in a program to comply with all criteria required in order to receive the wellness payment. A report will be received from a Third- Party Administrator as to who has complied with the required criteria. Payment is to be made by October 31st.

2025	2026	2027
$800	$800	$800

Three (3) out of the following five (5) criteria will be required in 2017 for successful completion of the Wellness Program. Five (5) out of the five (5) following criteria will be required in 2018 for successful completion of the Wellness Program. Health Risk Assessment, Tobacco Certification, Physical, Biometrics and Lunch and Learn. The Union and the Health Care Committee will have input into the required criteria for 2019. If no mutual agreement is reached for 2019, the above listed five (5) criteria will remain. Six (6) criteria as approved by the Health Care Committee will be required in 2020. Seven (7) criteria will be required in 2021 and eight (8) criteria will be required in 2022. Six (6) criteria in 2023 and 2024.

Starting in 2021, employees with family medical insurance coverage could receive an additional $250.00 stipend if their spouse is a covered person under the city medical insurance plan and participates in BE WELL by completing a yearly physical and yearly biometrics screening. The employee must successfully complete the requirements to receive the annual stipend for their spouse. If spouses are employed by the city, each spouse can only qualify for one benefit from this article.

22.03 Participation in the program will not be held in a punitive nature against any employee. There will no longer be a nicotine mandate or fitness test associated with Wellness.

ARTICLE XXIII PERFORMANCE EVALUATIONS

23.01 Employees of the Division of Streets shall be evaluated on a scheduled basis by Administration. Each employee shall be afforded every opportunity to provide written comments about the evaluation.

ARTICLE XXIV USE OF CITY VEHICLES

24.01 Laborers shall be permitted to use ½, 3/4 and- one- ton trucks for purposes of transportation of persons, tools or materials, but will not operate snow plows or dump beds.

ARTICLE XXV RECREATION CENTER MEMBERSHIP

25.01 A single membership to the Brunswick Community Recreation and Fitness Center will be offered to members of this bargaining unit. Employees deciding to accept the membership will be required to sign up for the benefit. This membership is not mandatory nor is it automatic. If a single membership is accepted, the value of this membership will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

25.02 If an employee chooses to enroll in a family membership, the single membership amount will be deducted from the total family amount. The employee would be required to pay the difference between the single and family membership. The single membership amount will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

ARTICLE XXVI EMERGENCY BACK-UP

26.01 During the winter months there can be snow events that may cause our Division of Street employees to work the maximum number of hours per the Department of Transportation and/or cause the drivers to be fatigued.

26.02 In an effort to ensure the safety of the travelers in our City, and to insure the safety of our employees, it is imperative that we continue plowing and salting operations once the above has occurred.

26.03 The City and Union have agreed to employ seasonal truck drivers in the Service Department for the task of plowing snow and salting. These employees may be employed during the months of November 1 through March 31. These employees shall be utilized on an emergency basis only. It is agreed that these employees will be used to augment the full-time work force in cases where the full-time employees state they are exhausted or fatigued or they are unavailable for work. This language does not limit management's ability to make a reasonable determination of an employee's ability to perform the work.

26.04 This is not an administrative attempt to erode the Union and is designed to be mutually beneficial.

ARTICLE XXVII GENDER AND PLURAL

27.01 The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee, but is intended to refer to all employees regardless of sex.

ARTICLE XXVIII SEPARABILITY AND SAVINGS CLAUSE

28.01 If any article or section of this Agreement should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby. Any masculine terms as used herein shall include the feminine and vice-versa.

28.02 In the event that any article or section is held invalid or enforcement of, or compliance with, which has been restricted as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the City, for, the purpose of arriving at a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.

28.03 This Agreement is for the period January 1, 2025, through December 31, 2027. All monetary items and benefits are considered to be binding.

ARTICLE XXIX DURATION

29.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2025 and shall continue in full force and effect until midnight, December 31, 2027.

29.02 Negotiation procedures shall be in compliance with Chapter 4117 ORC. All negotiation sessions shall be closed to the public and media and conducted during a time mutually agreed upon by the respective parties, and the parties agree not to "go public" with the issues of the negotiations without giving the other party prior notice of such intent.

ARTICLE XXX GRIEVANCE PROCEDURE

30.01 A Union Steward shall be selected by the Union members within the Division of Public Properties consisting of not more than three (3) full-time employees who are members of the Union.

30.02 In the event of any controversy concerning the meaning or application of any provision of this Agreement, there shall be no suspension of work, but such controversy shall be treated as a grievance and shall be settled, if possible, by the Union Steward and the City in the following manner:

Step 1: In the event an employee, covered by this Agreement, has a grievance, he shall discuss such grievance with his immediate supervisor and attempt to rectify same grievance, either alone or accompanied by his Steward. If the employee so wishes.

Step 2: In the event the employee cannot resolve the grievance with his immediate supervisor, he shall submit same grievance in writing to the Union Steward, with a copy given to the Union. Said Union Steward shall review the grievance.

Step 3: If the Union Steward finds merit in the grievance, the Committee shall file said grievance in writing to the Service Director within ten (10) working days from the occurrence of the grievance. The Service Director shall meet in an attempt to settle said grievance within fifteen (15) working days from the date that the grievance is presented to the Service Director.

Step 4: In the event no agreement is reached in Step three, within fifteen (15) working days, it shall be submitted to the City Manager and/or his representative and they shall meet with representatives of the Union and attempt to settle said grievance. The party so designated shall meet and attempt to adjust the grievance within fifteen (15) working days from the date grievance is presented to the City Manager.

30.03 A copy of all communications shall be sent to the Union.

ARTICLE XXXI ARBITRATION PROCEDURE

31.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) working days after the rendering of the decision at Step 4, or a time limit default by the Employer at Step 4, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet in an attempt to mutually select an arbitrator, the Union will file for an arbitration panel from the Federal mediation and Conciliation Service (FMCS). They will request only names from the State of Ohio, Metropolitan Region. Within fifteen (15) days of receipt of the arbitration panel, the parties shall select an arbitrator through the alternative strike method, with the Union striking first.

31.02 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.

31.03 The arbitrator shall not decide more than one (1) grievance o the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

31.04 The hearing(s) shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.

31.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. In the event the arbitrator renders a split decision by neither denying nor sustaining the grievance in full, the costs of the arbitration shall be split equally between the parties. 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.

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

31.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his/her rights as provided by the Grievance and Arbitration procedures herein contained.

31.08 The Arbitrator will be agreed upon by both parties.

ARTICLE XXXII FAMILY MEDICAL LEAVE

32.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 (FMLA), and as set forth herein below.

32.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave. Any paid or unpaid leave shall be included in the computation of FMLA leave herein.

A. The birth of a son or daughter, and to care for the newborn child;

B. The placement with the employee of a son or daughter for adoption or foster care;

C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,

D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

32.03 The annual twelve (12) month period shall commence and be measured forward from the date of the employee first uses the leave set forth above.

32.04 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

32.05 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

32.06 Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

32.07 Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

ARTICLE XXXIII LEAVE OF ABSENCE

33.01 The nature of our operations is such that attendance on the job is critical. Employees who do not maintain good attendance records can be subject to disciplinary action. In unusual circumstances, however, employees are required to be away from their work for extended periods of time when such a situation occurs. The City may make available the following Leave of Absence policies for employees who have been employed for more than six (6) continuous months:

MILITARY LEAVE: Employees drafted into the Armed Forces of the U.S. government, or otherwise conscripted by the Government, shall be granted a Leave of Absence for their duration with the Government. Upon termination of service with the Government, the employee shall be returned to work at his regular job with all his rights

and privileges enjoyed including seniority accrued to the date of termination, provided he is able to do such work physically, and that he applied for reinstatement within ninety (90) days' time limit specified in the Universal Military Training and Service Act.

LEAVE OF ABSENCE: Upon any written application, any employee who has been actively and continuously employed by the City for two (2) years may be granted a Leave of Absence without pay, for a period not to exceed sixty (60) days. Except in emergency situations, the employee must make application for such leave, at least two (2) weeks prior to the date leave is to commence. The City, in its discretion, can extend a leave of Absence for a period not to exceed an additional sixty (60) days. Leave of Absence will be granted only where the requirements permit, except for actual emergencies. Employees securing leave of Absence under false pretenses shall be discharged immediately. Employees granted a Leave of Absence shall notify their superior two (2) days in advance if they desire to return to work before the expiration of Leave. A Leave of Absence not in excess of thirty (30) days shall be included as active and continuous employment for vacation purposes.

EMPLOYMENT WHILE ON LEAVE OF ABSENCE: Any employee who is on Leave of Absence and engages in gainful employment without the written consent of the City during the time he is on such Leave of Absence, shall lose his seniority and/or be subject to discharge.

ACTIVE PAY STATUS: When an employee is receiving a normal rate of pay for hours worked, including sick time, vacation pay, holiday pay and bereavement pay.

ARTICLE XXXIV EMERGENCY CALL INS

34.01 All employees properly reporting for work shall be guaranteed a minimum of four (4) hours work, at time and one-half, at such assignment set forth by the Service Director or Supervisor. This shall pertain to emergency call-in only. All employees are expected to report for emergency call ins. Any employee not responding for emergency call in, may be cause for disciplinary action. Employees given City cell phones, or by the employee's choice has provided a single personal contact number, must answer when called for official duties or work-related issues, or provide a reasonable explanation as to why they were not available. Any costs related to the employee's personal contact number shall be borne by the employee. For any time when overtime hours were missed because of a scheduling oversight, the affected individual(s) would have the opportunity

to make up those missed hours within thirty (30) days, provided supervisor schedules the work and time.

ARTICLE XXXV **JOB STEWARD**

35.01 The Employer recognizes the right of the Union to designate two (2) Job Stewards and one (1) Alternate. The authority of the Job Steward and the Alternate so designated by the Union shall be limited to and not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

2. The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information -

    a. have been reduced in writing; or,
    b. if not reduced in writing, are of a routine nature and does not involve work stoppages, refusal to handle goods, or any other interference with the City's business.

35.02 The Job Steward and Alternate have no authority to take strike action or any other action interrupting the City's business.

35.03 The City recognizes these limitations upon the authority of the Job Steward and his Alternate, and shall not hold the Union liable for any unauthorized acts. The City, in so recognizing such limitations, shall have the authority to impose discipline, including discharge, in the event the Job Steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

35.04 The Job Steward shall be permitted time off without pay to investigate, present and process grievances on or off the property of the City, but such time off shall not be granted at a time when it would unreasonable interference with operations.

ARTICLE XXXVI **UNIFORM ALLOWANCE**

36.01 The City of Brunswick will provide a daily change of uniforms for each employee.

36.02 The City agrees to pay to each employee who has been on active duty for the past year, a uniform and equipment replacement allowance annually:

2025	2026	2027
$200	$200	$200

In order to use this benefit, an employee must use a City of Brunswick purchase order. Only items on the approved purchase list designated by the Director may be made using these monies to include Carhart quality jackets, spring and winter jackets, gloves, rain gear, etc.

36.03 Safety reflective T-shirts may be worn in summer months.

36.04 All bargaining unit employees starting in the year 2025 shall receive a Two Hundred Seventy -Five ($275) shoe/boot allowance per year. Boots and/or shoes purchased by the employee must be a designated "safety" article by the manufacturer. Reimbursement will be made, to the employee for the purchase of shoes or boots upon submitting a receipt showing the amount paid and verifying they are a "safety" designated article by the manufacturer. Any amount in excess of the shoe/boot allowance stipend will be paid for by the employee. A reimbursement form shall be provided by the Employer. Monies not spent will not be extended over into the next calendar year.

ARTICLE XXXVII **WORKING FOREMAN**

37.01 The non-union position of Working Foreman shall be established with the following guidelines:

1. This position will have supervisory authority over all employees governed by this contract.

2. This position may perform any of the jobs or functions; or operate any vehicles or equipment of the City provided that -

a. No union members who are eligible to perform the job or function, or operate vehicles or equipment, are available to perform these duties.

b. If a union member, who is eligible to perform the job or function, or operate the vehicle or equipment, becomes available to perform these duties, the Foreman shall cease to perform the work and assign it to a union member.

c. The position of Working Foreman will not be eligible for overtime in lieu of union members.

37.02 It is the intent of the City to establish the position of Working Foreman to provide competent supervision and an adequate working force. It is also the intent of the City to not displace any union member from earning a rate of pay for which he is eligible to perform. It is not the intent of the City to reduce the union working force by the establishment of this position.

ARTICLE XXXVIII **JOB PROTECTION**

38.01 Seniority shall commence from the date of hire by the City of Brunswick. However, there shall be a six (6) month probationary period for all employees.

38.02 Seniority will be considered ended and all seniority rights ended and terminated so that no period of employment will be counted as seniority for any of the following reasons:

1. Discharge
2. Volunteer Quitting
3. Absence from work two (2) days without notifying the City
4. Any laid-off employee who is called back to work and fails to contact the Department Head three (3) days after return notice is sent to employee by the City to his last known address appearing on the City's records
5. Lay-off for one (1) year

38.03 Promotions shall be based on the following factors:

a) Skill and ability by an employee to fill the vacant job. Skill and ability will be of primary importance in determining the employee's right to a promotion where a vacancy exists. Skill and ability to be determined by the Department Head and shall meet the ability to do the available job in a workman like manner.

b) Physical Fitness

c) For those jobs covered by Civil Service, a Civil Service examination will be required and Civil Service policies will prevail.

ARTICLE XXXIX **BLOOD DONATIONS**

39.01 Employees will be permitted two (2) hours off with pay each year to donate blood at the local bloodmobile or donation station. All donations will be credited to International Brotherhood of Teamsters Local 52. The two (2) hours shall be utilized in one (1) day.

ARTICLE XL **CREDIT UNION**

40.01 The Finance Director is hereby authorized to deduct from compensation payroll to Union employees of the Service Department, such amount as may be authorized by said employee, in writing, for purpose of deposit in to Teamsters Credit Union providing all bargaining unit members are provided the opportunity to utilize the full services of the Credit Union. When such deduction is authorized by said employee, the amount so deducted shall be paid by the Finance Director to International Brotherhood of Teamsters Local 52 for the purpose specified. Authorized deductions may only be modified on January 1st and July 1st of each year.

ARTICLE XLI **RULES AND REGULATIONS**

41.01 Any time you find an organization of people, you will also find they have established certain rules, regulations and procedures to protect the best interest of the group as a whole. We have these rules in our operating procedures in the City of Brunswick, and our employee relations policies. From time-to-time constructive disciplinary action is required to see that these regulations and rules are followed. Such action is taken to help the employee become a better employee and a more constructive member of our team. The City Council does not desire to invoke disciplinary penalties;

however, we must recognize that certain acts on the part of an employee are so serious as to endanger the safety in job security for other employees; therefore, we are listing herein certain actions when engaged in by the employees that will subject them to disciplinary action or discharge.

41.02 City Council urges each employee to study these rules and at all times comply with them. It is the employee's responsibility to keep the rules for future reference. Failure to comply with them will not be excused because an employee is not familiar with the rules indicated below:

1. Reporting to Duty - Each employee must be ready at the garage to work at the scheduled starting time, and at the conclusion of lunch, and at this work station at the end of break periods, and must remain there until the scheduled quitting time, which may include overtime.

2. Absence - Employee's absence places a greater burden on the City to find someone to perform the duties of the absent employee. It also places a burden on your fellow employees by requiring someone else to do your job.
    a) An employee must not be absent without securing permission from the Street Superintendent, or his designee, no later than 12:00 Noon of the day before the absence for any other reason than sickness or emergency.
    b) If an emergency arises after an employee leaves work, he must telephone the office prior to the next starting time and give them the cause and probably length of absence.
    c) An employee will not leave work after reporting for work without securing permission of the Street Superintendent or his designee.

3. Address - Family Status - If an employee changes his address or telephone number, he must report the change to the Street Superintendent, or his designee, immediately. If marital status or dependents change, it must be reported to the Street Superintendent, or his designee, immediately.

4. Safety Rules - All accidents or injuries, however small, must be reported to the Street Superintendent, or his designee, immediately.

41.03 Rules of Conduct - In a City such as ours there are certain regulations which govern the conduct of the employees, just as there are regulations that cover citizens in

the community. These regulations, which are an aid in making safe and desirable working conditions for everyone, are posted for general information and to assure uniform administration of disciplinary action if it is ever necessary. These regulations are divided into two (2) main groups, depending on the disciplinary action to be taken. For any violation of the City rules, a written report must be completed promptly by the Street Superintendent, or his designee, and submitted to the Service Director.

41.04 A violation of the following rules by the employee is inexcusable and will result in immediate discharge:

1. Deliberate damage to City property or property of other employees.
2. Stealing during working hours.
3. Fighting during working hours.
4. Carrying concealed weapons or any other violation of criminal laws.
5. Immoral conduct or indecencies.
6. Willful hampering of production or failure to carry out a definite instruction or assignment with forethought.
7. Gross insubordination, disobeying orders.
8. Falsification of records.
9. Hiding, concealing, or misappropriation of City property or the property of other employees.
10. Gambling or conducting gambling activities.
11. Sleeping on the job.
12. Punching time clock card of another employee.
13. Drinking during normal work days or on overtime.
14. Possession of intoxicants or illegal drugs, or reporting to work under the influence of intoxicants or drugs.

41.05 A violation of any of the following regulations by an employee is considered misconduct and is not to be tolerated:

The first offense will bring: A VERBAL REPRIMAND (Union to be notified in writing)
The second offense will bring: A WRITTEN REPRIMAND
The third offense will be punishable with three (3) days off without pay.
Any further offenses may be punishable with RELEASE
A reprimand will be issued within five (5) working days of the infraction.

1. Careless use of materials or equipment.
2. Insubordination.
3. Playing “pranks” or “horseplay”.
4. Unauthorized soliciting or canvassing the public during work hours.
5. Disorderly conduct.

6. Possessing or producing defective work through carelessness or negligence.
7. Abusive or threatening language.
8. Excessive absence from work or habitual tardiness.
9. Improper language and manners to the public.
10. Discussing City business with unauthorized persons.
11. Use of City equipment other than for City work unless authorized.
12. The use of City equipment for personal use such as traveling to restaurants during lunch time, shopping, dropping paychecks at your home, etc., unless authorized.
13. Movement of City equipment over City, County or State roads, streets or highways at a speed greater than posted.
14. Transporting, driving, or causing to be driven, any equipment in the area of the City except where authorized by City supervision.
15. Use of City telephones for personal calls except in cases of emergencies without permission is granted.
16. Absent from work without permission or satisfactory excuse.
17. Malingering (shirking work)
18. Leaving garage area before end of shift.
19. Failure to report personal injury.
20. Smoking in prohibited areas.
21. Posting unauthorized notices, or tampering with bulletin boards.
22. Improper parking or improper operation of cars or trucks in or out of the City.
23. Unreported absence without just cause.
24. Loitering - the collection of friends or acquaintances in work areas for conversation.
25. Failure to maintain security, plants, garages, buildings, and equipment.
26. Any property (private) knowingly damaged by City equipment and not reported by the operator to the office as soon as possible will mean the operator will assume full responsibility for the cost of the restoration.
27. Any damage to City property, which is due to the negligence of the employee, must be paid for by the employee.
28. Transporting any individual, other than a City employee, in a City vehicle without permission.

41.06 Eighteen (18) months after an employee has received a written reprimand, that reprimand will not be considered in further disciplinary action.

41.07 Twenty-four (24) months after an employee has received a suspension, that suspension will not be considered in further disciplinary action.

ARTICLE XLII **SENIORITY**

42.01 Seniority is based on the length of continuous service the employee has with the City. Seniority shall be accumulated during absence due to illness of less than twelve (12) months, or Leave of Absence, as long as such seniority is not terminated in accordance with other provisions of this Agreement.

42.02 The City shall supply the Union with a seniority list of all employees in the Service Department. Such lists shall be kept up to date and shall be made available to the Union upon request.

ARTICLE XLIII **EXECUTION**

43.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 20_____.

FOR TEAMSTERS LOCAL 52
DIVISION OF STREETS:

_____
David D. Dudas
Principal Officer

_____
Eric Jackson

_____
Scott Watkins

FOR THE EMPLOYER:

_____
Carl S. DeForest
City Manager/Safety Director

DIRECTOR OF FINANCE CERTIFICATE

I, Todd Fischer, Finance Director, hereby certify that sufficient funds are in the City Treasury, or in the process of collection, to the credit of the proper fund, free of any outstanding encumbrances or obligations. This Certificate is approved based on current information.

_____

Todd R Fischer
Finance Director

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/10/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Gia D'Amico

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 17-2025 -** An ordinance accepting the Collective Bargaining Agreement with the International Association of Firefighters Local 3568 for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

BACKGROUND: The previous Collective Bargaining Agreement with the International Association of Firefighters 3568 expired on December 31, 2024; The City of Brunswick and the International Association of Firefighters 3568 have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027.

PURPOSE AND EXPLANATION: To provide wages and benefits to union employees.

IMPLEMENTATION SCHEDULE: Ordinance shall take effect and be in force from and after the earliest period allowed by law.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Costs associated with the Collective Bargaining Agreement are required to be appropriated by the Council in order to be paid. This newly proposed agreement will need to be analyzed and compared to the original 2025 budget during the reading process. If additional appropriation amendments appear to become necessary, additional legislation and discussions will need to take place. The 2026 and 2027 budgets will be compiled at a later date and will follow the requirements of budgetary laws contained in the City Charter and ORC Section 5705.

RECOMMENDED ACTION:

One Reading	No
Two Readings	No

Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 17-2025

BY: Committee-of-the-Whole

AN ORDINANCE ACCEPTING THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 3568 FOR A PERIOD OF THREE (3) YEARS EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2027.

WHEREAS: The previous Collective Bargaining Agreement with the International Association of Fire Fighters Local 3568 expired on December 31, 2024; and

WHEREAS: The City of Brunswick and the International Association of Fire Fighters Local 3568 have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the Council of the City of Brunswick hereby accepts the Collective Bargaining Agreement with the International Association of Fire Fighters Local 3568 for a period of three (3) years effective January 1, 2025 through December 31, 2027, as attached hereto as Exhibit "A".

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

AN AGREEMENT

between

THE CITY OF BRUNSWICK, OHIO

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 3568

F I R E - F I G H T E R / P A R A M E D I C

EFFECTIVE: January 1, 2025

EXPIRES: December 31, 2027

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ARTICLE I PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Brunswick, Ohio, hereinafter referred to as the "Employer" and the International Association of Fire Fighters, Local 3568, hereinafter referred to as the "Union" on behalf of the members of the collective bargaining unit hereinafter referred to as employee(s).

ARTICLE II PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Brunswick, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business: and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III MANAGEMENT RIGHTS

3.01 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 for just cause; 2) determine the number of persons required to be employed, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable 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 and quantity 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) 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; 14) terminate or eliminate all or any part of its work or facilities; 15) evaluate employees.

3.02 All members of the Bargaining Unit will be subject to a physical examination at the discretion of the City. Such physical examinations will be made by a physician or physicians designated and paid by the City and shall not be done in any manner other than with the City's cause for concern of the health of the employee, his/her ability to perform his/her job, or the safety of other departmental employees.

3.03 In addition, the Union 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.

ARTICLE IV RECOGNITION

4.01 The Employer hereby recognizes the IAFF #3568 as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed and occupying the position of full-time Fire-fighter/Paramedic and Fire Lieutenants, excluding all part-time, seasonal, and temporary employees. Said recognition shall continue for a term as provided by law.

ARTICLE V NON-DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate against any employee(s) or applicant(s) for employment covered by this Agreement on the basis of race, color, religion, creed, national origin, age, sex, or disability.

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

ARTICLE VI DUES DEDUCTIONS

6.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the IAFF #3568 and regular dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions.

6.02 Initiation fees are to be deducted in two (2) payments. The first pay of the first month of employment and the first pay of the second month of employment. The dues deductions shall be made from each pay period. The Union shall certify to the Employer the amounts due and owing from the employees involved. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next pay check, providing the employee's check is sufficient to cover the deduction.

6.03 The Employer agrees to supply the IAFF #3568 with a list of those employees for whom dues deductions have been made.

6.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the IAFF #3568 within thirty (30) days from the date of making said deductions.

6.05 New Employees who do not become members within thirty-one (31) days following the beginning of their employment may voluntarily consent to pay a fair share fee as a voluntary contribution toward administration of the agreement. An employee is not required to pay fair share fees unless the employee voluntarily consents to do so and the Union shall provide the Employer with evidence that the employee voluntarily consents to pay fair share fees through payroll deduction. Voluntary fair share fees shall be deducted and remitted during the same period of dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. Deductions under this provision may be revoked in the same manner and under the same time frame as Union dues set forth in Section 6.03 above.

6.06 The IAFF #3568 hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the IAFF #3568 shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE VII **This Article is meant to be left blank.**

ARTICLE VIII **NO-STRIKE**

8.01 The Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

8.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

8.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union holding the Employer harmless from any and all costs arising from the violation of this article.

8.04 The Employer shall not lock out any employee for the duration of this Agreement.

ARTICLE IX **PROBATIONARY PERIOD**

9.01 All newly hired members of the bargaining unit will be required to serve a probationary period of one (1) year. During such probationary period, Employees may be terminated at the sole discretion of the Employer. Such termination shall not be grievable through any grievance or arbitration procedure contained herein or through any Civil Service Commission.

9.02 All newly promoted employees will be required to serve a promotional probationary period of one (1) year. During such period, the Employer shall have the sole discretion to demote such employee(s) to his/her previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein to the State Personnel Board of Review or to any Civil Service Commission.

9.03 If any employee is discharged or quits while on probation and is later rehired, he/she shall be considered a new employee and shall be subject to the provisions of paragraph 9.01 above.

ARTICLE X WORK WEEK AND HOUR REGULATIONS

10.01 The regular work week period for all employees covered by this Agreement, except those assigned staff functions, shall be an average work week of forty-eight (48) hours consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty time. Personnel assigned staff functions and/or schooling or training, including Armed Services Reserve Duty, shall work forty (40) hours per week, Monday through Friday with Saturday and Sunday normally scheduled off.

10.02 The work period for all employees, except personnel assigned to staff Functions, shall be a recurring twenty-one (21) calendar day period of time which employees shall work one hundred forty-four (144) hours.

10.03 A “kelly day” is a tour given off without pay to employees working a forty-eight (48) hour work week for reduction of hours as stated in Section 10.02, above.

10.04 An employee called back to work before or after his/her shift will be paid a minimum of three (3) hours for each call back. It is recognized that this provision does not apply to an employee who works overtime immediately before or immediately after his/her regular shift.

10.05 For overtime calculation purposes only, “time worked” as defined by the Collective Bargaining Agreement or FLSA, is “beyond your normal scheduled shifts for your calendar week”, “Sunday through Saturday”; or “when all scheduled time is worked or categorized as time worked.” Any employee who works overtime shall be paid at a rate of time and one-half (1 ½) their hourly rate, unless other rates apply in this Agreement. Vacation time, compensatory time, bereavement time and holiday time taken off (as detailed in Article 11.01) will be considered as time worked for overtime purposes

10.06 Employees may elect to take off compensatory time in lieu of premium pay for overtime worked at the sole discretion of the Fire Chief or his/her designee. Such compensatory time shall be earned at a rate commensurate to the applicable hourly overtime rate. An employee may select a combination of pay for overtime hours worked or compensatory hours for overtime worked. Such designation shall be made at the time pay sheets are turned into Finance.

A. For each employee, the City will pay out eligible comp hours earned as of the last work day of the first payroll period ending in November. Finance will provide employees with their available balance in November. Employees must have their comp carryover selection to Payroll, in writing, no later than fourteen (14) days after notification of balance by Finance. If written carryover selection is not received by Payroll by the previously mentioned deadline, any balance up to the maximum amount of seventy-two (72) hours will be automatically carried forward. Any hours over the carryover amount will be paid accordingly. Payment will occur as early as practically possible, but no later than December 20th. Accumulation of compensatory time will begin on the first day after the first payroll period ending in November and continue for 365 days. Hours paid shall be at the employee's current rate of pay as of the last work day of the last payroll period ending in November.

B. When an employee has accrued the maximum compensatory time off, all overtime worked shall be paid at the applicable rate.

C. Compensatory time must be taken in hourly increments.

D. Vacation time, holiday time, compensatory time used and bereavement time will be considered as time worked when computing over time.

10.07 Procedure for filling vacancies in the work schedule:

A. The Fire Chief, or his Designee, shall determine the number of personnel required to fill any shift.

B. When the Chief, or his Designee, determines that a vacancy exists, a page will be sent out describing the need.

C. The employee shall have fifteen (15) minutes to respond to the vacancy described.

D. A seniority list shall be used to determine who will fill the vacancy. This seniority list shall be used to form a list used to fill the vacancies. The list used to fill vacancies shall be maintained by the Chief or his Designee of the Division of Fire. The list shall be made available to all employees to view upon their request.

E. To be eligible, the employee must be at least a certified professional firefighter in the State of Ohio and a certified paramedic in the State of Ohio.

F. The date shall be placed next to the employee's name, on the list used to fill vacancies, each time the employee fills a shift. If the employee calls in again for another open shift, and no one else calls in, that employee will be awarded the shift.

G. If more than one employee calls in to fill a shift, the one with the least total dates of work entered next to their name on the vacancy list shall be awarded the shift by seniority.

H. Seniority shall prevail.

ARTICLE XI HOLIDAYS

11.01 Employees shall be credited with and will earn one hundred forty-four (144) hours of holiday time per calendar year. Employees who wish to take holiday time off must receive advance approval of the Fire Chief, or his designee. For each employee, the City will pay out all remaining Holiday hour balances as of the last work day of the first payroll period ending in November at the employee's regular hourly rate. Payment will occur as early as practically possible, but no later than December 20th. The next year's Holiday hours will be available for use the day after the last work day of the first payroll period ending in November. There will be no carry over of any unused Holiday hours.

11.02 Any employee who is hired during the calendar year or retires or is separated from service during the calendar year shall receive a prorated amount of holiday time of pay.

11.03 Any employee who actually works a shift on any of the following holidays will be paid time and one-half (1 ½) his regular straight time wage rate for all hours worked.

New Year's Day	Friday after Thanksgiving
President's Day	Christmas Eve
Martin Luther King Day	Good Friday
Independence Day	Memorial Day
Labor Day	Columbus Day
New Year's Eve	

11.04 Any employee who actually works on either Thanksgiving Day and/or Christmas Day will be paid two (2) times his/her regular straight time for all hours worked on these shifts.

11.05 An additional one-half (1/2) time for MANDATORY holiday shift fill will be included for Thanksgiving, Christmas Eve and Christmas.

11.06 Of the 144 hours of holiday time listed in Section 11.01 above, employees excluding those on transitional work, will be permitted to take off 24-hours, in 6, 12 or 24 increments if notice is provided by 0700 on the day affected and in accordance with departmental policy. This holiday time may be taken as one 24-hour day (0800-0800) or in a combination of 6 or 12-hour increments. Six (6) hour increments may only be taken between the hours of 0800-1400 and 1400-2000. Twelve (12) hour increments may only be taken between the hours of 0800-2000 and 2000-0800. The holidays listed in section 11.03 are restricted from this section. Any changes to departmental policy must be mutually agreed upon before implementation.

(Union agrees to reduce the number of hours for unexcused absences in Section 13.03 from 96-hours to 72-hours).

ARTICLE XII VACATIONS

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

Upon completion of	VACATION
One (1) year but less than five (5) years	4 tours off
Five (5) years but less than eleven (11) years	6 tours off
Eleven (11) years but less than fifteen (15) years	8 tours off
Fifteen (15) years but less than twenty- five (25) years	10 tours off

Twenty -five (25) years but less than thirty (30)	12 tours off
Thirty years (30) or more	13 tours off

12.02 Vacation time shall be granted upon the approval of the Fire Chief, or his/her designee, in accordance with Departmental policy.

12.03 In the event an employee with one or more years of service is absent for any reason, he/she shall be eligible for full vacation pay as long as, in the eligibility years his/her days absent do not exceed the sick days for which he/she is eligible, and is for any reason other than the occupational injury, vacation pay will be reduced by the equivalent days absent in the year after sick leave is terminated. This provision does not apply to vacation days earned in the previous year.

12.04 Each employee will be granted vacation based on the number of years of service. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). In case of emergency, the city reserves the right to extend the length of time in which any employee must utilize his vacation time. No pay will be issued in lieu of vacation.

12.04(a) The Year 2005 will be considered the conversion year from anniversary date to calendar year for current full-time employees. The Year 2005 will be the first-time vacation is computed on a calendar year basis.

12.04(b) Any full-time employee who does not have a full year of service on December 31, 2004, their conversion period will not be until the first full year after the employee's one-year anniversary.

12.05 An employee shall be deemed to have earned his vacation pay as of his/her eligibility date, even though he/she does not take vacation or receive vacation pay at that time. Further, if the employee with one (1) or more years of service is terminated prior to his/her eligibility date, he/she shall receive vacation pay pro-rated in accordance with the number of months he had worked since his proceeding eligibility date.

12.06 If any employee quits his/her job without two (2) weeks written notice, or is discharged for just cause (except medical reasons), he/she shall not receive his/her pro-rated vacation pay.

12.07 For the purpose of this provision only, an employee who is eligible to retire under the Ohio Police and Fire Pension Fund (i.e., is "pensionable"), such employee shall be permitted to utilize all remaining unused/unearned vacation in his/her year of retirement provided the employee notifies the Employer of his/her retirement with at least three (3) months -notice to the City prior to the retirement date [e.g., employee has six (6) weeks of vacation and uses one (1) week in February in the year of the retirement. The employee has five (5) vacation weeks remaining. The employee plans to retire July 1st. The employee may utilize his five (5) remaining weeks prior to July 1st provided such notice is given by April 1st without having to "pay back" the City for those weeks of vacation.] If three (3) months- notice is not given prior to retirement date, and the employee has used unearned vacation, the employee will be required to pay back the unearned portion of faction that was taken. However, the Fire Chief may accept notification of less than three (3) month's when considering mitigating factors. Denial of approval of less than three (3) month's is not grievable. This will be done on a case- by-case basis. Such factors may include health or illness concerns, family situations, or future employment opportunities of the retiring employee.

ARTICLE XIII SICK LEAVE

13.01 Each employee will begin accumulating 4.6 hours per eighty (80) hours or 5.52 hours per ninety-six (96) hours after the first month of hire. Each employee will continue to accumulate sick leave.

13.02 In any case where an employee has accumulated five hundred and seventy-six (576) sick hours, provided in above, in a given calendar year, and does not wish to further accumulate the sick time, he/she is entitled to for that year, as an incentive to said employee not to use the sick time beyond five hundred and seventy-six (576) hours, said employee may be reimbursed at the end of said year for sick time not used in excess of five hundred and seventy-six (576) hours at a rate of one-half (1/2)day's pay for each sick day not used. One half (1/2) day's pay shall be the individual's base hourly wage times twelve (12) hours. Payment of these hours shall be made by January 31st. Retroactive payment will not be made at any time.

13.03 An employee who is unable, by reason of sickness, injury, or disability to perform his/her duties, must call the OIC or clerk each day he/she is off, one (1) hour prior to the start of his/her shift. If he/she fails to call one (1) hour prior to the start of his/her shift, he/she will be docked one (1) hour at his/her regular rate. After two (2) consecutive tours of non-hospital sick leave, or seventy-two (72) hours of non-doctor certified sick

leave, a medical professional certificate shall be presented by the employee in all instances. Sick leave should not be used for office visits or treatment which could be scheduled during non-working hours. A patterned use of sick leave or excessive use or abuse is sufficient grounds for disciplinary action.

13.04 An employee may accumulate more than one thousand one hundred and fifty-two (1,152) hours of sick leave, but one thousand one hundred and fifty-two (1,152) hours is the maximum allowable for cash payment of unused sick leave upon retirement, per Sec. 124.39 of the Ohio Civil Service Laws and Rules.

ARTICLE XIV BEREAVEMENT LEAVE

14.01 When an employee is absent due to death in his/her immediate family, he/she shall be paid for one tour (shift) at his/her regular rate for the purpose of attending the funeral or for memorial purposes. A member of the immediate family shall be considered an employee's spouse, parents, step parents, children, step children, grandparents, siblings, step siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law or a legal guardian or other person who stands in the place of a parent, or any household member designated as "other relative" in the sole discretion of the Chief. Denials of a designation of "other relative" by the Chief for purposes of bereavement pay shall not be grievable.

14.02 An employee may use sick time, up to one tour (shift) (24 hours) in conjunction with bereavement leave. Evidence must be submitted to the City to verify this issue.

ARTICLE XV ARMED SERVICE RESERVE DUTY

15.01 Military Leave. Members who serve in a branch of the Armed Services of the United States as designated by Congress of the United States will be granted military leave of absence without loss of pay when ordered to temporary active duty, inactive duty training or when ordered to military training exercises conducted in the field for a period not to exceed twenty-two (22) eight (8) hour work days, or one hundred seventy - six (176) hours during each federal fiscal year. "Federal fiscal year" means the beginning on the first day of October and ending on the thirtieth day of September. Such a leave of absence will not affect a person's right to vacation leave, sick leave, or seniority under the applicable collective bargaining agreement.

15.02 Any member who is entitled to military leave as provided in this Section and who is called to military duty for a period in excess of twenty-two (22) eight (8) hour work days or one hundred seventy- six (176) hours in a federal fiscal year, for each fiscal year in which military duty is performed, because of an executive order signed by the President of the United States or an act of Congress is entitled to additional paid leave during the period designated in the order or act. The amount of payment during each month of this additional leave shall be the lesser of:

(1) The difference between the member's gross monthly wage as a City employee and the sum of his/her gross military pay and allowances received that month; or,

(2) Five hundred dollars ($500).

15.03 However, no member shall receive payment if the sum of his/her gross military pay and allowances received in the month exceeds his/her gross monthly wage or salary as a City employee.

15.04 Re-employment of a member who leaves the employment of the City to serve in the armed forces of the United States of America or any branch therefore, shall be governed by the following principles:

(1) An eligible member shall be re-employed in the position which the member would have been employed if the continuous employment of the member had not been interrupted by the period of military service, or an equivalent position, provided the member is qualified to perform such position.

(2) Any member must request restoration of the position within ninety (90) days of receiving an honorable discharge from the armed services or the position shall be declared vacant. Nothing contained in this subsection shall obligate the City to pay a member who is on military leave of absence.

(3) The term "armed forces of the United States" shall be deemed to include such services as designated by the Congress of the United States.

(4) Nothing contained in this subsection shall obligate the City to re-employ a member whose accumulative absence for military service exceeds five (5) years.

(5) This subsection shall be interpreted and applied in a manner consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. §43.01 *et seq.* and/or Section 5923.05 of the Ohio Revised Code, as applicable.

ARTICLE XVI INSURANCE

16.01 Effective January 1, 2025 through December 31, 2027, the employer shall continue to provide employee health insurance which shall be selected by the Employer. The Employer shall have the right to change insurance carriers or coverage so long as the employees retain similar coverage. Employees will be eligible for insurance coverage beginning on the first of the month in which the employee's 90th day of employment falls within.

16.02 In case an employee is absent from work due to layoff or leave of absence, the Employer will not be obligated to pay for insurance coverage beyond the end of the month in which such action begins.

16.03 In the case of an employee's absence from work due to illness or injury which is not the result of his/her work, the City will pay for his/her insurance for a period of ninety (90) days after sick time terminates. When such employee is returned to work, his insurance will commence the first of the month following his return to work.

16.04 Effective January 1, 2014, all employees under the City's plan are required to contribute towards the employee's total premium per month. The per month payment would be applicable regardless of another alternative plan selected by the employee or whether the employee selects single or family coverage. Employees are required to contribute towards the total premium of the plan per month as follows:

	2025	2026	2027
Plan 1	16%	16%	16%
Plan 2	16%	16%	16%
Plan 3	12%	12%	12%

Effective January 1, 2019, seventeen percent (17%) for employees NOT in the Wellness Program – for each Plan.

Any new employee hired after January 1, 2015, shall pay sixteen percent (16%) towards the premium per month for any plan selected beginning January 1, 2019.

The employee contributions will remain the same unless the average annual premiums go up ten percent (10%) or more in which case all of the employee contributions shall be increased by one percent (1%). The additional one percent (1%) increase to employee contributions would not occur more than onetime during a three (3) year period.

16.05 The Employees contribution towards the premium will be deducted per pay period from the Employee's pay. In any event, should an employee not have enough funds available to contribute towards the premium by using bi-weekly pay checks, the Employee will be required to make the Employer whole in what has been paid for the year for the employee in insurance premiums.

16.06 In the event an Employee resigns or is terminated, that Employee will be required to make the Employer whole in the amounts owed by the Employee for premium contribution. This amount will be deducted from the Employee's final paycheck from the City.

16.07 The City will provide more than one option for major medical coverage for the employees when available in the following manner:

A. In- Network - Single Coverage: $50 Deductible
$50 Coinsurance
Family Coverage: $100 Deductible
$100 Coinsurance

B.	Out of Network	Single Coverage:	$100 Deductible $150 Coinsurance
		Family Coverage:	$200 Deductible $300 Coinsurance

C. Employees shall pay different amounts for generic prescription and for non-generic prescription. Employees shall pay two (2) prescription co-pays for three (3) month's mail order prescriptions.

16.08 An employee may decline the use of the City's hospitalization, surgical and major medical plans if satisfactory proof is submitted and accepted by the City that the employee is covered by an adequate hospitalization plan. An employee's spouse (if applicable) must also agree to this provision. The City will pay the employee $1,500.00 for requesting to be completely removed from the City's hospitalization plan, or pay the employee $600.00 for changing from a family plan to a single plan. Initial payments for dropping or reducing the above coverage will be based on the number of months the coverage is not used and based on the date Administrative Services is notified of the opting out. In the event spouses are employed by the City, there shall be only one (1) family plan. Payment shall be made once annually by October 31st.

16.09 Each employee will receive a booklet prepared by the hospitalization program setting forth in detail the extent and term of their coverage.

16.10 The City will provide $1,000 life insurance for every $1,000 in Employee's base pay. The City will round the coverage to the next highest $10,000 value. i.e., $64,000 base hourly pay = $70,000.

16.11 The City has a flexible spending plan.

ARTICLE XVII LONGEVITY

17.01 In addition to such annual salary, employees shall receive yearly longevity pay in accordance with the following schedule, and subject to the following terms and conditions:

17.02 Employees shall be eligible for Longevity Pay on the amount shown on a calendar year basis. 2005 was the conversion year from anniversary date to calendar year. Only continuous years of service as an employee for the City shall be used in

determining the eligibility for the Longevity Pay. Payment shall be one time annually by October 31st of each year.

YEARS OF CONTINUOUS SERVICE COMPLETED	**2025**	**2026**	**2027**
0-3	N/A	N/A	N/A
4-5	$ 300.00	$ 300.00	$ 300.00
6-7	$ 500.00	$ 500.00	$ 500.00
8-9	$ 700.00	$ 700.00	$ 700.00
10-11	$1,000.00	$1,000.00	$1,000.00
12-13	$1,200.00	$1,200.00	$1,200.00
14-15	$1,400.00	$1,400.00	$1,400.00
16-17	$1,600.00	$1,600.00	$1,600.00
18-19	$1,800.00	$1,800.00	$1,800.00
20-21	$2,200.00	$2,200.00	$2,200.00
22	$2,400.00	$2,400.00	$2,400.00
23	$2,600.00	$2,600.00	$2,600.00
24	$2,800.00	$2,800.00	$2,800.00
25	$3,000.00	$3,000.00	$3,000.00
26	$3,100.00	$3,100.00	$3,100.00
27	$3,200.00	$3,200.00	$3,200.00
28	$3,300.00	$3,300.00	$3,300.00
29	$3,400.00	$3,400.00	$3,400.00
30	$3,500.00	$3,500.00	$3,500.00

($2,500.00 added to longevity for the 2022 year only and then revert back to previous schedule.)

ARTICLE XVIII **WAGES**

18.01 Full-time Fire-fighter/Paramedic in the Division of Fire shall be paid at the following Hourly Rates of pay:

The following hourly rates reflect an increase of 4% - 2025; 4% - 2026; 3% - 2027

FireFighter / Paramedic Rate Calculations:

	Year	**Hours**	**Start**	**6 mos**	**1 yr**	**2yr**	**3yr**
*	2025	2496	23.48	24.72	25.97	28.10	33.58
**	2026	2496	25.71	****	27.01	29.22	34.92
	2027	2496	26.48	****	27.82	30.10	35.97

*2025 Old 4 Year Rate is the New 3 Year Rate- becomes 3 - year Step
**2026 Replace Start Rate with 6 Month Rate – eliminate the 6 Month Step Rate

Fire Lieutenant Hourly Pay Rates

The Rank Differential for Fire Lieutenants in the Division of Fire shall be paid on a three step Merit Rate Schedule as follows: Step 1- Six Month Rate; Step 2 – One Year Rate; Step 3- Two Year Rate (Maximum Rate). The spread between each step shall be 2.5%. The Maximum Rate (Step 3) shall be established as sixteen and a half percent (16.5%) in 2025 and seventeen percent (17%) effective January 01, 2026.

18.02 Employees will be eligible for merit raises after completion of required time in grade and recommendation from their superior officer. No employee shall be permitted to take an advancement test unless he/she has two (2) years in their current rank (from date of appointment).

18.03 The City and the Division of Fire recognize that meeting the Mission Statement takes commitment from its Fire Medics and Lieutenants. Part of the Commitment comes from continuing proficiencies. The Division recognizes the following proficiencies as part of the Fire Medic and Lieutenant's development process. Employees shall receive an annual Professional Pay, paid by October 31st in the following amounts:

Paramedic Certification
Firefighter II Certification
ACLS Certification

	2025	**2026**	**2027**
Fire Medic	$3900.00	$3900.00	$3900.00
Lieutenant	$3900.00	$3900.00	$3900.00

Effective January 1, 2010, in exchange for the above, the members agreed to eliminate uniform maintenance pay.

ARTICLE XIX **POLICE & FIRE DISABILITY AND PENSION FUND**

19.01 The City will maintain the Police and Fire Fighter's Disability and Pension System.

19.02 The City will pay the Employee's retirement contribution up to a maximum amount of 12.25%

19.03 The City will provide deferred compensation retirement plans.

ARTICLE XX LAY-OFF AND RECALL

20.01 When the Employer determines a lay off is necessary due to lack of work, lack of funds, abolishment of positions, curtailment of functions, or for the reasons of economics, the Employer shall notify the affected employee, in writing, at least thirty (30) days in advance of the effective lay off.

20.02 When the Employer determines layoffs will occur, affected employees will be laid off according with their departmental seniority with the least senior being laid off first.

20.03 Before any full-time employee may be laid off, all part-time employees will be first laid off.

20.04 Employees who are laid off shall be placed on a recall list for a period of four (4) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled.

20.05 Notice of recall shall be sent to the employees by registered mail, with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice, by registered mail, to the last mailing address of the employee.

20.06 The recalled employee shall have seven (7) calendar days, following the date of receipt of the recall notice, to notify the Employer of the employee's intention to return to work. The employee shall have fourteen (14) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date is otherwise specified in the notice.

20.07 In the event the recalled employee fails to notify the Employer of his/her intent to return to work or fails to report to duty after being notified as set forth in this provision, the employee's recall rights shall be exhausted and forfeited with no further rights of recall or right to return to work.

ARTICLE XXI **MISCELLANEOUS**

21.01 In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination to the extent that such time is beyond the employee's shift. Such medical examination shall not be done in any manner other than with the Employer's cause for concern of the health of the employee, his/her ability to perform his/her job, or the safety of other departmental employees.

21.02 The Union will be allowed one (1) bulletin board for official Union notices, to be located in the locker room. Any materials placed on the bulletin board shall be signed by a representative of the Union and a copy provided to the Employer at the time of posting. There shall be no posting of inflammatory material, or material which may be defamatory in nature.

21.03 Classification Seniority shall be defined as the employee's length of continuous full-time service in said classification (job title). Such seniority shall be utilized in determining all matters that are exclusive to the classification. Departmental seniority shall be defined as the employee's length of continuous full-time service in the Brunswick Fire Department.

21.03A Departmental seniority shall be the determining factor in the selection of all leave time off such as vacation, holidays and FLSA time off, subject to the operational needs of the Department. Departmental seniority will be used in scheduling of days off until Department policy dictates "first come first serve" basis in effect.

21.04 The City agrees to staff the Division of Fire with a minimum of twenty-four (24) full-time Fire Medics/Fire Lieutenants.

21.05 30 sets of linens to be purchased by the City and replaced as needed.

ARTICLE XXII LINE OF DUTY INJURY LEAVE

22.01 If a member of the Division of Fire's absence from work is because of an illness or injury that occurred during the actual discharge of their duty, and said illness or injury is compensable under the Ohio Worker's Compensation Law, injury leave benefits may be granted as provided by the City of Brunswick.

22.02 A line of duty injury leave benefit of up to ninety (90) calendar days with pay, with the approval of the Employer, may be granted as a result of an injury on duty. Such leave may be granted by the City Manager/Safety Director, or his/her designee, based upon the recommendation of the employee's Department/Division Head and upon submittal by the Employee of a statement from a licensed physician justifying that the Employee is unable to return to full work status due to the injury/illness. Such approval shall not be unreasonably withheld.

22.03 If, at the end of this ninety (90) day calendar period the Employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional ninety (90) calendar day period or portion thereof.

22.04 Such leave shall not be charged against the Employee's sick leave balance unless it is determined that the illness or injury is a nonwork related illness or injury and is not compensable under Ohio Worker's Compensation Law. Should payments be made by the Employer to an Employee for an injury that is subsequently found to be a non-compensable injury, such payments made by the Employer shall be deducted from the Employee's accumulated leave credits in this order (e.g., sick leave, vacation, holiday pay, etc.) or payroll deduction.

22.05 Absence from duty with pay resulting from injuries received in the actual discharge of an Employee's duties shall not exceed ninety (90) calendar days from the date the Employee was first compelled to be absent from duty as a result thereof unless an extension of the period is approved by the Employer after the review of the investigation and written report.

22.06 An injured Employee shall immediately report any injury received on duty to supervision. Administrative Services shall be notified via verbal communication as soon as practical. The supervisor shall report the injury up the chain of command to the Fire Chief. All written report forms designated by the Division of Fire Rules and Regulations and City Policy pertaining to injuries received during the actual performance of duties shall be completed by the Employee's next shift, Kelly Day included. An *original* of the

report shall be filed with Administrative Services. Failure to report an injury on duty within the prescribed time periods may render the Employee ineligible for injury duty leave benefits.

22.07 If the Employee is personally unable to report and/or fill out the written report of injury due to their incapacity, the supervisor may fill out the form for the Employee.

22.08 The Employee shall cause a certified physician to file a written report with the appropriate agencies. Such reports shall contain a description and diagnosis of the injury and a prognosis which shall include the nature and extent of the disability, any restrictions the employee may have, and an estimated length of time necessary for recovery and return to duty date.

22.09 The injured Employee is responsible for filing status reports relating to the injury with the Fire Chief and Administrative Services every thirty (30) days (defined as Monday through Friday, 0830 to 1700) after the injury for the duration of lost time.

22.10 The Employee will not be entitled to the line of duty injury benefits of this provision if the Employee refuses to submit to a medical examination or the physician examining him/her reports that the Employee/s injury does not prevent him/her from duty.

22.11 The City of Brunswick may require an employee be examined by a certified physician chosen by the City Manager/Safety Director or his/her designee.

22.12 The City of Brunswick may, based on the recommendation of either or both physicians, require the Employee to report for duty to perform the job that is compatible with recommendations of either physicians. A refusal of duty as above described will terminate the Employee's eligibility for line of duty injury leave.

22.13 The City of Brunswick is committed to a strong return to work program. Therefore, every effort to develop transitional duty for all injured Employees will be made within a physician-imposed work-restrictions. When the Employee is assigned to transitional work status, he/she is no longer on line of duty injury leave benefits.

22.14 While on line of duty injury leave, an Employee will continue to accrue fringe benefits, including seniority assigned to his/her normal position. Any holiday or vacation

time which would have been scheduled during a line of duty injury leave shall be rescheduled within a reasonable time period following the Employee's return to full duty.

ARTICLE XXIII **WELLNESS PROGRAM**

23.01 The Union and the Administration desire to promote health and fitness for its employees.

23.02 A Wellness Program has been designed with certain criteria. It is the responsibility of each employee who wishes to participate in the program to comply with all criteria required in order to receive the wellness payment. A report will be received from a Third- Party Administrator as to who has complied with the required criteria.

2025	**2026**	**2027**
$800	$800	$800

All or part of the following criteria will be considered for 2017 and 2018: Health Risk Assessment, Tobacco Certification, Physical, Biometrics and Lunch and Learn. The Union and Health Care Committee will have input into the required criteria for 2019.
Beginning in 2020 Six (6) criteria as approved by the Health Care Committee will be required. The required six (6) criteria will be: (1) Health Risk Assessment, (2) Tobacco Affidavit, (3) Physical, (4) Biometric Screening, (5) Lunch and Learn, (6) Wellness Challenge.

Starting in 2021, employees with family medical insurance coverage could receive an additional $250.00 stipend if their spouse is a covered person under the city medical insurance plan and participates in BE WELL by completing a yearly physical and yearly biometrics screening. The employee must successfully complete the requirements to receive the annual stipend for their spouse. If spouses are employed by the city, each spouse can only qualify for one wellness stipend from this article. The additional spouse participation stipend is voluntary.

23.03 Participation in the program will not be held in a punitive nature against any employee. There will no longer be a nicotine mandate or fitness test associated with Wellness.

23.04 Payment for meeting program criteria will be made one (1) time by October 31st.

23.05 The Union and the City recognize that firefighters are at an elevated risk for cancer and will meet through the Labor-Management Safety Committee with the goal of addressing this elevated risk.

ARTICLE XXIV **TEXT MESSAGES**

24.01 The texting stipend of $120.00 will be discontinued after 2024.

ARTICLE XXV **USE OF CITY VEHICLES**

25.01 All employees are subject to the Employer's Use of City Vehicles Policy, and all amendments or revisions.

ARTICLE XXVI **CONFORMITY TO LAW**

26.01 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.

26.02 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 but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provisions(s) thereof had not been included herein.

ARTICLE XXII **TOTAL AGREEMENT**

27.01 This Agreement represents the entire agreement between the Employer and the IAFF 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.

The Employer agrees that it will not exercise its rights under this Article in any arbitrary or capricious manner.

ARTICLE XXVIII OBLIGATION TO NEGOTIATE

28.01 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.

28.02 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.

28.03 This Article shall not operate to bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate.

ARTICLE XXIX GENDER AND PLURAL

29.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXX HEADINGS

30.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE XXXI **LEGISLATIVE APPROVAL**

31.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XXXII **DURATION**

32.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2025 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2027.

32.02 All Union negotiations shall follow Ohio Revised Code 4117 for commencing negotiations.

32.03 All negotiation sessions shall be closed to the public and media and conducted during a time mutually agreed upon by the respective parties, and the parties agree to not "go public" with the issues of the negotiations without giving the other party prior notice of such intent.

32.04 In the event the parties are unable to reach agreement by December 31st, or a date mutually agreed upon, all of the terms in each Article of this Agreement shall be deemed exhausted, provided the parties may extend the Agreement and/or this section by mutual agreement.

ARTICLE XXXIII **GRIEVANCE PROCEDURE**

33.01 Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and, except for Step 1, shall have the right to be represented by a person of his/her own choosing at all stages of the Grievance Procedure. 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.

33.02 For the purposes of this procedure, the below listed terms are defined as follows:

a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation or alleged violation of only the specific and express written provision of this Agreement.

b) Aggrieved party - The "aggrieved party" shall be defined as only any employee or 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 aggrieved party.

d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

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

a) Except at Step 1, all grievances shall include: 1) the name and position of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the grievance; 3) the time and place where the alleged events or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.

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 aggrieved party and his representative, if any.

c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 2 (City Manager/Safety Director).

d) The preparation of grievances shall be conducted only during non-working hours.

e) 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 Union, provided that the adjustment is not inconsistent with the terms of this Agreement and the employee shall follow the chain of command for purposes of notification only. Such notification shall not be construed as request to go further. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

f) The grievant may choose whomever he/she wishes to represent him/her at any step of the grievance procedure. The Union shall have the right to be present at any step of this procedure, even though such presence is not requested by the Employee.

g) This procedure shall be the sole and exclusive procedure available for disputes concerning any type of discipline or discharge actions.

h) 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 waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

i) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

33.04 All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1:

An employee who believes he/she may have a grievance shall notify the Chief of Fire in writing of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief and/or his designee will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved at Step 1, it may be presented as a grievance to the City Manager/Safety Director within five (5) days of the informal meeting or notification of the Chief's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Chief fails to give the aggrieved party an answer. Copies of the written decisions shall be submitted with the appeal. The City Manager/Safety Director or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The City Manager/Safety Director or his designee, shall issue a written decision to the employee, with a copy to the employee's representative, if any, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 2, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

33.05 A copy of all communications shall be sent to the Union.

ARTICLE XXXIV DISCIPLINARY PROCEDURE

34.01 This procedure shall only apply to all non-probationary employees covered by this agreement.

34.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) working days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

34.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

34.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

34.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

34.06 Discipline shall not be implemented until either:

A. the matter is settled, or

B. the employee fails to file a grievance within the time frame provided by this procedure, or

C. the penalty is upheld by the City Manager/Safety Director after a pre-disciplinary hearing, or

D. the Employer, at its discretion, may impose discipline after an arbitration award in the event the Union submits such disciplinary grievance to arbitration.

34.07 Disciplinary actions that are more than five (5) years old, shall not be used in future disciplinary actions.

ARTICLE XXXV ARBITRATION PROCEDURE

35.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision at Step 2, or a time limit default by the Employer at Step 2, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will attempt to mutually select an arbitrator. In the event the parties can not reach an agreement on the selection of an arbitrator, the Union will file for an

arbitration panel from the Federal Mediation and Conciliation Service (FMCS) which shall specifically request only names of arbitrators from the State of Ohio, Metropolitan Region. Within fifteen (15) days of receipt of the arbitration panel, the parties shall select an arbitrator through the alternative strike method with the Union striking first.

35.02 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.

35.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

35.04 The hearing(s) shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.

35.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. In the event the arbitrator renders a split decision by neither denying nor sustaining the grievance in full, the costs of the arbitration shall be split equally between the parties. 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.

35.06 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.

35.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

35.08 An arbitrator shall be agreed upon by both parties.

35.09 When an Employee is notified of his/her termination from the Division of Fire by the City Manager/Safety Director, the City shall pay the employee five (5) tours of duty (not to include a Kelly Day) with medical benefits and continuation of pension benefits.

35.10 If an Employee/Union takes the termination to arbitration and an arbitrator affirms the termination by the City, the Employee shall be responsible for reimbursing the City shall pay and benefits (health care premium and pension) that the City paid the Employee or on behalf of the Employee (5 tours of duty).

35.11 The City will hold in abeyance, until the arbitrator renders an opinion and award, any vacation, holiday pay or other paid benefits due the employee to offset monies owed the City due to affirmation of the termination by an arbitrator. If there are not enough monies available, the employee shall be responsible for paying the entire restitution to the City within thirty (30) days from the date of the affirmation.

35.12 In the event such payment is not made within the thirty (30) days, and the City files with a court of law for restitution, the Employee shall also be responsible for the payment of filing fees, attorney fees and interest (including pre and post judgment interest).

ARTICLE XXXVI FAMILY MEDICAL LEAVE

36.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 (FMLA), and as set forth herein below.

36.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave. Any paid or unpaid leave shall be included in the computation of FMLA leave herein. If spouses work for the Employer, the twelve (12) weeks used for FMLA shall be in a combined fashion.

A. The birth of a son or daughter, and to care for the newborn child;

B. The placement with the employee of a son or daughter for adoption or foster care;

C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,

D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

36.03 The annual twelve (12) month period shall commence and be measured forward from the date of the employee first uses the leave set forth above.

36.04 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

36.05 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

36.06 Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

36.07 Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

ARTICLE XXXVII LEAVE OF ABSENCE

37.01 The nature of our operations is such that attendance on the job is critical. Employees who do not maintain good attendance records can be subject to disciplinary action. In unusual circumstances, however, employees are required to be away from their work for extended periods of time. If such a situation occurs, the City may make available the following Leave of Absence policies for employees who have been employed for more than six (6) continuous months:

1. MILITARY LEAVE: Employees drafted into the Armed Forces of the U.S. government, or otherwise conscripted by the Government, shall be granted a Leave of Absence for their duration with the Government. Upon termination of service with the Government, the employee shall be returned to work at his/her regular job with all his/her rights and privileges enjoyed including seniority accrued to the date of termination, provided he/she is able to do such work physically, and that he/she applied for re-instatement within ninety (90) days' time limit specified in the Universal Military Training and Service Act.

2. LEAVE OF ABSENCE: Upon any written application, any employee who has been actively and continuously employed by the City for two (2) years may be granted a Leave of Absence without pay, for a period not to exceed sixty (60) days. Except in emergency situations, the employee must make application for such leave, at least two (2) weeks prior to the date leave is to commence. The City, in its discretion, can extend a

leave of Absence for a period not to exceed an additional sixty (60) days. Leave of Absence will be granted only where the requirements permit, except for actual emergencies. Employees securing leave of Absence under false pretenses shall be discharged immediately. Employees granted a Leave of Absence shall notify their superior two (2) days in advance if they desire to return to work before the expiration of Leave. A Leave of Absence not in excess of thirty (30) days shall be included as active and continuous employment for vacation purposes.

3. EMPLOYMENT WHILE ON LEAVE OF ABSENCE: Any employee who is on Leave of Absence and engages employment without the written consent of the City during the time he is on such Leave of Absence, shall lose his seniority and/or be subject to discharge.

ARTICLE XXXVIII **COURT APPEARANCE**

38.01 Off duty Fire Medics when appearing in Court as a witness for Fire related testimony shall be paid a minimum of four (4) hours pay on a scheduled day off. Payment shall be made at the appropriate rate under the provisions of this agreement.

ARTICLE XXXIX **POLYGRAPHS**

39.01 If a member of the Division of Fire is required to take a polygraph test due to charges brought from an outside source, that individual making the charge will first be required to take a polygraph. If the individual making the charge is found to be lying, the City will attempt to prosecute.

39.02 If the charge is from an internal investigation, the Division of Fire employee may be required to submit to a polygraph.

39.03 If the polygraph indicates the Division of Fire employee is not truthful, a second polygraph and/or voice stress analyzer test will be given to the employee.

ARTICLE XL **OFFICER IN CHARGE**

40.01 Whenever possible, a Lieutenant or other ranking officer shall be scheduled for shift supervision. If a Lieutenant or ranking officer is not available due to vacation,

Kelly days, compensatory days, schools, etc., then a Firefighter OIC will be assigned from those who have completed the OIC training program approved by the Fire Chief or his designee.

40.02 When a firefighter is assigned as an OIC, he/she shall assume the duties of an OIC and receive an additional $3.00 per hour for the hours worked as an OIC.

40.03 When a lieutenant is designated as Acting Chief or Acting Assistant Chief, they shall receive an additional $2.25 per hour. A maximum number of eight (8) hours will be paid, if needed, per day.

ARTICLE XLI **UNIFORM ALLOWANCE**

41.01 Employee shall be given a clothing allowance as follows:

2025	**2026**	**2027**
$1100.00	$1200.00	$1200.00

annually to be provided through City purchase order. To be issued on January 1st of each year and expire December 31st of each year. The City shall order (buy) a full complement of uniforms and order (buy) or supply a full set of "turn out" gear to each newly hired employee within thirty (30) days of hire, unless unavailable for delivery.

41.02 Uniform allotment to be issued within thirty (30) days of hire:

5 Shirts (short sleeve/golf shirt)
5 Pairs of trousers
1 Belt
5 Tee Shirts
1 Light weight jacket

41.03 All newly hired and newly promoted employees will be supplied a Class "A" Dress Coat and Pants, including a name plate, 3 badges, a hat badge and hat, and 1 (One) tie. All employees will also be supplied an approved reflective jacket. All uniforms and equipment shall be returned to the City upon termination of employment.

41.04 Any changes to uniforms shall be phased in, such that employees shall have one year from the time the new uniform items become available to order new items.

ARTICLE XLII **TIME EXCHANGE**

42.01 With prior approval of the Fire Chief or his designee, Employees may have the right to exchange time subject to the following provisions:

A. Under no circumstances shall the City of Brunswick be required or obligated to insure repayment of time under provisions of this Article.

42.02 The total number of hours worked in a given work period shall not, for the purpose of computing overtime pay, include hours worked as a result of a trade of time.

42.03 Time exchange made under this Article shall not result in payment of overtime to any employee.

Article XLIII **RECREATION CENTER MEMBERSHIP**

43.01 A single membership to the Brunswick Community Recreation and Fitness Center will be offered to Fire/Medics and Fire Lieutenants. Employees deciding to accept the membership will be required to sign up for the benefit. This membership is not mandatory nor is it automatic. If a single membership is accepted, the value of this membership will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

43.02 If an employee chooses to enroll in a family membership, the single membership amount will be deducted from the total family amount. The employee would be required to pay the difference between the single and family membership. The single membership amount will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

ARTICLE XLIV **SEVEN MEMBERS ON DUTY**

44.01 When seven (7) members are on duty and report to the Station for duty, a member may ask the Lieutenant, or Officer in Charge for the day, if they may leave and

go home for the day and use vacation, compensatory time or holiday hours to get paid for the time.

44.02 In order to be able to do this, seven (7) members must have reported to the station; that a member must ask to leave by 8:30 a.m.; that leaving may not cause overtime; time off will be on a seniority rotation basis; that a member is not entitled to "call out pay" for the one-half hour of time prior to 8:30 a.m., and that being able to leave or not leave is not grievable.

44.03 Any overtime worked and earned may be split between compensatory time earned or overtime paid at 1-1/2 times an employee's regular rate of pay, at the sole discretion of the Employer.

44.04 This Article does not create a precedent or procedure with regard to minimum staffing. The determination of minimum staffing is and remains exclusively a management right and this Article does not create any contractual obligation of the City to maintain a minimum staffing in the Division of Fire.

ARTICLE XLV PURCHASE OF FIRE HELMET AT RETIREMENT

45.01 When a Fire Medic is pensionable and chooses to retire in good standing, the retiree may purchase his/her fire helmet for the cost of one dollar ($1.00). In the event the helmet is two (2) years or less from its issue, the Chief may, at his/her sole discretion, make an alternate helmet available for purchase.

45.02 The Fire Chief, at his/her sole discretion may refuse to allow the sale of a fire helmet to a retiree. This decision is final and may not be grieved.

ARTICLE XLVI TRANSITIONAL WORK

46.01 The City may, at its discretion, temporarily assign employees to transitional work in accordance with the City's Transitional Work Policy. Employees assigned transitional work shall be subject to the hourly rates listed at the end of this article.

46.02 Scheduled holidays, vacation or compensatory time during a transitional work week will be rescheduled.

46.03 Any employee who works and completes a 40-hour work week in a transitional work program will be construed to have worked a 48-hour work week for purposes of overtime calculation under Section 10.02 during a recurring twenty-one (21) calendar day period which the employee works 144 hours.

The following hourly rates reflect an increase of 4% - 2025; 4% - 2026; and 3% - 2027

Transitional Work Rates – FireFighter / Paramedics

Year	Hours	Start	6 mos	1 yr	2yr	3 yr
*2025	2080	28.17	29.67	31.17	33.73	40.30
**2026	2080	30.86	****	32.42	35.08	41.91
2027	2080	31.78	****	33.39	36.13	43.17

* 2025 Old 4 Year Rate the New 3 Year Rate – Maximum 3 Year Step
** 2026 Replace the Start Rate with 6 Month Rate; eliminate 6 Month Rate

Fire Lieutenant Transitional Work Rates

The Rank Differential for Fire Lieutenants in the Division of Fire shall be paid on a three step Merit Rating Schedule as follows: Step 1- Six Month Rate; Step 2 – One Year Rate; Step 3- Two Year Rate (Maximum Rate). The spread between each step for the transitional rates shall be 2.5%. The Maximum Rate (Step 3) shall be established as sixteen and a half percent (16.5%) in 2025 and seventeen percent (17%) effective January 01, 2026.

ARTICLE XLVII **LABOR MANAGEMENT SAFETY COMMITTEE**

47.01 There shall be a Labor-Management/Safety Committee consisting of up to three (3) Union representatives and up to three (3) Employer representatives.

47.02 The committee shall meet at the request of either party or at least quarterly, unless mutually waived, to discuss matters of mutual concern, excluding those issues subject to the Grievance Procedure or collective bargaining.

47.03 The committee shall have the authority to make recommendations to the Union and Employer.

ARTICLE XLVIII **EXECUTION**

48.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 20___.

FOR THE IAFF:

_____
Micah Potts

_____
Paul Morselli

_____
Matthew Agar

_____
Donald Schrubb

FOR THE EMPLOYER:

_____
Carl S. DeForest
City Manager/Safety Director

DIRECTOR OF FINANCE CERTIFICATE

I, Todd Fischer, hereby certify that sufficient funds are in the City Treasury, or in the process of collection, to the credit of proper fund, free of any outstanding encumbrances or obligations. This certificate is based on current information.

_____

Todd R. Fischer
Director of Finance

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/10/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Gia D'Amico

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 18-2025 -** An ordinance accepting the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Communication Specialists) for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

BACKGROUND: The previous Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Communication Specialists) expired on December 31, 2024; The City of Brunswick and the Fraternal Order of Police Lodge #15 (Communication Specialists) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027.

PURPOSE AND EXPLANATION: To provide wages and benefits for union employees.

IMPLEMENTATION SCHEDULE: Ordinance shall take effect and be in force from and after the earliest period allowed by law.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Costs associated with the Collective Bargaining Agreement are required to be appropriated by the Council in order to be paid. This newly proposed agreement will need to be analyzed and compared to the original 2025 budget during the reading process. If additional appropriation amendments appear to become necessary, additional legislation and discussions will need to take place. The 2026 and 2027 budgets will be compiled at a later date and will follow the requirements of budgetary laws contained in the City Charter and ORC Section 5705.

RECOMMENDED ACTION:

One Reading	No
Two Readings	No

Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 18-2025

BY: Committee-of-the-Whole

AN ORDINANCE ACCEPTING THE COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE LODGE #15 (COMMUNICATION SPECIALISTS) FOR A PERIOD OF THREE (3) YEARS EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2027.

WHEREAS: The previous Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Communication Specialists) expired on December 31, 2024; and

WHEREAS: The City of Brunswick and the Fraternal Order of Police Lodge #15 (Communication Specialists) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the Council of the City of Brunswick hereby accepts the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Communication Specialists) for a period of three (3) years effective January 1, 2025 through December 31, 2027, as attached hereto as Exhibit "A".

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES ____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

AN AGREEMENT

between

THE CITY OF BRUNSWICK, OHIO

and

FRATERNAL ORDER OF POLICE, LODGE #15

C O M M U N I C A T I O N S P E C I A L I S T S

EFFECTIVE: January 1, 2025

EXPIRES: December 31, 2027

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ARTICLE I PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Brunswick, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Lodge #15 (representing Communication Specialists), hereinafter referred to as the "Union" on behalf of the members of the collective bargaining unit hereinafter referred to as employee(s).

ARTICLE II PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Brunswick; 4) To avoid interruption or interference with the efficient operation of the Employer's business: and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III MANAGEMENT RIGHTS

3.01 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 for just cause; 2) determine the number of persons required to be employed, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to and 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 and quantity 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) 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; 14) terminate or eliminate all or any part of its work or facilities; 15) evaluate employees; 16) In addition, the Union 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 work force 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 and shall not be subject to the grievance procedure herein contained. 17) All members of the bargaining unit will be subject to a physical examination at the discretion of the City. Such physical examination will be made by a physician, or physicians, designated and paid by the City.

3.02 All members of the Bargaining Unit will be subject to a physical examination at the discretion of the City. Such physical examinations will be made by a physician or physicians designated and paid by the City.

3.03 In addition, the Union 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 and shall not be subject to the grievance procedure herein contained.

ARTICLE IV RECOGNITION

4.01 The Employer hereby recognizes the Fraternal Order of Police, Lodge #15 (Union) as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed and occupying the position of full-time Communication Specialists, excluding all part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE V NON-DISCRIMINATION

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

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

5.03 The use of male or female pronouns in this Agreement is not intended to describe any specific employee but is intended to refer to all employees regardless of sex.

ARTICLE VI PAYROLL DUES & DEDUCTIONS

6.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the FOP and regular monthly FOP dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions including fair share fees. No new authorization forms will be required from any employees in the City of Brunswick for whom the City is currently deducting dues.

6.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the FOP from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the City the amounts due and owing from the employees involved. Initiation fee to be deducted in two (2) payments.

6.03 The Employer shall deduct dues, initiation fees for assessments from one (1) payday in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

6.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the FOP within thirty (30) days from the date of making said deductions.

6.05 The FOP 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 FOP shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE VII NO-STRIKE

7.01 The Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

7.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

7.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union holding the Employer harmless from any and all costs arising from the violation of this article.

7.04 All work stoppages may result in the loss of two (2) day's pay for each day's loss of work.

7.05 The Employer shall not lock out any employee for the duration of this Agreement.

ARTICLE VIII PROBATIONARY PERIOD and SENORITY

8.01 All newly hired employees will be required to serve a probationary period of one (1) year from the conclusion/completion of training. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealed through any grievance or appeal procedure contained herein, to the State Personnel Board of Review or to any Civil Service Commission.

8.02 All new employees, starting their employment on the same day shall be assigned seniority according to their Civil Service grade received, i.e., highest grade receives highest seniority; second highest grade, second highest seniority, etc. In all other cases, seniority shall be assigned according to the date the individual first reports to work as a full-time employee.

8.03 If such employee is retained beyond the probationary period, he/she shall immediately thereafter be classified as a regular employee.

8.04 Seniority shall be an employee's uninterrupted length of continuous service with the City commencing with the employee's date of hire. (As detailed in Section 9.15.) An employee shall have no seniority for the initial probationary period. Upon the completion of their probationary period, they shall receive seniority time retroactive to the date they first report to work as a full-time employee.

8.05 Seniority shall be terminated when an employee:

a. Quits or resigns;
b. Is discharged for just cause;
c. Is laid off for a period equal to his/her bargaining unit seniority at the time of layoff or two and a half (2-1/2) years, whichever is less;
d. Fails to report to work within seven (7) calendar days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the City's records, unless the employee is unable to work due to a medically proven disability as verified by the City's physician.

ARTICLE IX WORK WEEK AND HOUR REGULATIONS

9.01 Hours worked shall be governed by the Fair Labor Standards Act.

9.02 The regular work week period for employees covered by this Agreement, shall be forty (40) hours per week. Attendance at Division of Police meetings will be considered as hours worked.

9.03 No employee shall be justified or warranted, without valid reason, to refuse to work overtime in any week or on any day (when there is an emergency) with the understanding that the employee will be entitled to overtime pay. All overtime shall be offered to bargaining unit members first, on the basis of seniority. Most senior first called, least senior, last called. (As detailed in Section 9.15.) If every attempt is made to contact members of the bargaining unit by order of seniority and no one is available, then the overtime shall be filled by members of the bargaining unit currently on duty, and those coming in for the following shift by inverse seniority.

9.04 An employee called back to work before or after his/her regular shift will be paid a minimum of four (4) hours for each such call back. It is recognized that this provision does not apply to an employee who works overtime immediately before or immediately after his/her regular shift.

9.05 Bidding will normally be done quarterly. The work schedule will be posted as far in advance as possible with a minimum of four (4) weeks before the effective schedule date. It is recognized that absences or unexpected coverage requirements may require changes in individual shifts.

9.06 Employees will receive a half-hour lunch period away from their desks if another Communication Specialist is available. Communications Specialists furthermore agree that they shall remain available to handle emergency calls if necessary during that time.

9.07 All hours worked beyond forty (40) Sunday through Saturday, shall be paid at 1-1/2 times an employee's regular rate of pay. Stress, vacation, holiday, bereavement, and comp time days will be considered as hours worked for overtime purposes.

9.08 Personnel scheduling will be based on employment seniority as established by date of full-time hire. The City shall provide the Union with an updated seniority list as established by date of full-time hire thirty (30) calendar days after the signing of the contract and yearly thereafter. Communication Specialists may bid on shifts made available to them by the Chief of Police or his/her designee providing that they have received on average a three (3) on their quarterly performance evaluations. The Police Chief and his/her designee have the sole discretion to change Communications Specialists shifts for disciplinary reasons.

9.09 Employees may change days off, duty days, scheduled rotation or switch duty days with another employee, with the approval of the Police Chief or his/her designee.

9.10 Employees may elect to take off compensatory time in lieu of premium pay for overtime worked at the sole discretion of the Police Chief or his/her designee. Such compensatory time shall be earned at a rate commensurate to the applicable hourly overtime rate.

9.11 Maximum accrual of compensatory leave shall not exceed one hundred eighty (180) hours at any one time.

9.12 For each employee, the City will pay out eligible comp hours earned as of the last work day of the first payroll period ending in November. Finance will provide employees with their available balance in November. Employees must have their comp carryover selection to Payroll, in writing, no later than fourteen (14) days after notification of balance by Finance. If written carryover selection is not received by Payroll by the previously mentioned deadline, any balance up to the maximum amount of eighty (80) hours will be automatically carried forward. Any hours over the carryover amount will be paid accordingly. Payment will occur as early as practically possible, but no later than December 20th. Accumulation of compensatory time will begin on the first day after the first payroll period ending in November and continue for 365 days. Hours paid shall be at the employee's current rate of pay as of the last work day of the last payroll period ending in November.

9.13 When an employee has accrued the maximum compensatory time off of one hundred eighty (180) hours, all overtime worked shall be paid at the applicable rate.

9.14 Compensatory time may be taken in less than eight (8) hour blocks in accordance with FLSA standards. Compensatory time may only be taken when part-time Communication Specialists are available or full-time in a straight time pay status.

9.15 Call In and Shift Coverage

9.15(a) The City shall provide the Union with an updated seniority list as established by date of full time hire thirty (30) calendar days after the signing of the contract and yearly thereafter. When a call in for shift coverage is required, the seniority list of full-time Communication Specialists in the bargaining unit shall be called. A pattern or repeated failure of a Communication Specialist of ignoring calls or other communications from Management in an attempt to avoid being forced in to work or work overtime may subject the employee to disciplinary action.

9.15(b) For shift coverage within twenty-four (24) hours of a scheduled shift, the senior Communication Specialist on the preceding and/or succeeding shift shall be the first to be asked for overtime, starting with the preceding shift. The seniority list shall be utilized for all full time Communication Specialist contacts regardless if employees are scheduled for vacation, stress, or personal day or in specialized unit.

9.15(c) Part-time employees may be used for shift coverage if all other Communication Specialists are unavailable, or choose not to work the overtime, as long as the part-time employee does not exceed “hours worked” restrictions outlined in the City policy.

9.15(d) If all attempts have been made to fill the shift with no success, Management will be contacted and advised and will call and force the oncoming shift to report to work with the least senior person being called first.

9.15(e) For shift coverage prior to twenty-four (24) hours of scheduled shift, the Communication Specialist requesting the time off will be responsible for finding replacement/coverage. Each Communication Specialist will be provided with updated contact information for all other Communication Specialists.

ARTICLE X HOLIDAYS

10.01 Employees will receive seven (7) holidays as listed below.

1. New Year's Day
2. Easter
3. Memorial Day
4. July 4th
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

10.02 Communication Specialists who work on any holiday listed in section 10.01, shall receive double their normal day's pay plus a day's pay for the holiday.

10.03 Communication Specialists who work beyond their scheduled shift or on their regular day off on any holiday listed in section 10.01 shall be paid an overtime rate at two and one-half (2-1/2) times an employee's regular rate.

10.04 Communication Specialists who are not scheduled to work on any of the above-listed holiday, shall receive eight (8) hours pay at their regular rate.

ARTICLE XI VACATIONS

11.01 Eligible employees covered by this Agreement, shall earn and be entitled to receive the following vacation at their regular hourly rate of pay:

Upon completion of	VACATION
One (1) year but less than five (5) years	2 weeks
Five (5) years but less than eleven (11) years	3 weeks
Eleven (11) years but less than fifteen (15) years	4 weeks
Fifteen (15) years but less than twenty- five (25) years	5 weeks
Twenty- five (25) years or more	6 weeks

11.02 Employees with one (1) year, but less than five (5) years of service, may take vacation one (1) day at a time up to a total of five (5) days. Employees with five (5) or more years of service may take vacation one (1) day at a time up to a total of ten (10)

days. These five (5) or ten (10) days must be taken in whole day increments and must be approved by the Police Chief, or his designee. The remaining vacation may be taken in minimum increments of one (1) day. Up to forty (40) hours may be used in two (2) hour increments as long as it doesn't create overtime and must be approved by a supervisor.

11.03 In the event an employee with one or more years of service is absent for any reason, he/she shall be eligible for full vacation pay as long as, in the eligibility years his/her days absent do not exceed the sick days for which he/she is eligible, and is for any reason other than the occupational injury, vacation pay will be reduced by the equivalent days absent in the year after sick leave is terminated. This provision does not apply to vacation days earned in the previous year.

11.04 Each employee will be granted vacation based on the number of years of service. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). In case of emergency, the city reserves the right to extend the length of time in which any employee must utilize his/her vacation time. No pay will be issued in lieu of vacation.

11.04(a) The year 2005 will be considered the conversion year from anniversary date to calendar year for current full-time employees. A formula has been prepared to ensure no loss of benefits. Employees will be allowed, one time only in 2005, to cash in any vacation earned and not used by December 31, 2005. The Year 2005 will be the first time vacation is computed on a calendar year basis.

11.05 An employee shall be deemed to have earned his/her vacation pay as of his/her eligibility date, even though he/she does not take vacation or receive vacation pay at that time. Further, if the employee with one (1) or more years of service is terminated prior to his eligibility date, he/she shall receive vacation pay pro-rated in accordance with the number of months he/she had worked since his/her proceeding eligibility date.

11.05aFor the purpose of this provision only, an employee who is eligible to retire under the Ohio Public Employees Retirement System (i.e., is "pensionable"), such employee shall be permitted to utilize all remaining unused/unearned vacation in his/her year of retirement provided the employee notifies the Employer of his/her retirement with at least three (3) months' notice to the City prior to the retirement date [e.g., employee has six (6) weeks of vacation and uses one (1) week in February in the year of the retirement. The employee has five (5) vacation weeks

remaining. The employee plans to retire July 1st. The employee may utilize his/her five (5) remaining weeks prior to July 1st provided such notice is given by April 1st without having to "pay back" the City for those weeks of vacation.] If three (3) months' notice is not given prior to retirement date, and the employee has used unearned vacation, the employee will be required to pay back the unearned portion of vacation that was taken. However, the Chief of Police may accept notification of less than three (3) months when considering mitigating factors. Denial of approval of less than three (3) months is not grievable. This will be done on a case -by- case basis. Such factors may include health or illness concerns, family situations, or future employment opportunities of the retiring employee.

11.06 If any employee quits his/her job without two (2) weeks written notice, or is discharged for just cause (except medical reasons), he/she shall not receive his pro-rated vacation pay.

11.07 An employee, when taking a week's vacation, shall receive a minimum of nine (9) days off [five (5) days off vacation and four (4) scheduled days off] or a maximum eleven (11) days off [five (5) days vacation and six (6) scheduled days off) in accordance with the operational needs, manpower limitations, of the Brunswick Police Department.

11.08 Eligible employees covered by this Agreement

ARTICLE XII SICK LEAVE

12.01 Each employee will begin accumulating 4.6 hours per eighty (80) hours worked after the first month of hire. Each employee will continue to accumulate sick leave at the rate of 4.6 hours per eighty (80) hours worked. Sick time shall accumulate without limit.

12.02 In any case where an employee has accumulated sixty (60) sick days, provided in above, in a given calendar year, and does not wish to further accumulate the sick time, he/she is entitled to for that year, as an incentive to said employee not to use the sick time beyond sixty (60) days, said employee may be reimbursed at the end of said year for sick time not used in excess of sixty (60) days at a rate of one-half (1/2) day's pay for each sick day not used. One half (1/2) day's pay shall be the individual's base hourly wage times four (4) hours. Payment of these hours shall be made by January 31st. Retroactive payment will not be made at any time.

12.03 An employee who is unable, by reason of sickness, injury, or disability to perform his/her duties, must call Dispatch each day he/she is off, two (2) hours prior to the start of the shift. If he/she fails to call two (2) hours prior to the start of his/her shift, he/she will be docked one (1) hour at his/her regular rate. After three (3) consecutive days of non-hospital sick leave, or ten (10) days (80 hours) of non-medical professional certified sick leave, medical professional's certificate shall be presented by the employee in all instances. Sick leave should not be used for office visits or treatment which could be scheduled during non-working hours.

12.04 An employee may accumulate more than one thousand one hundred fifty-two (1,152) hours (120 days) of sick leave, but one thousand one hundred and fifty-two (1,152) hours (120 days) is the maximum allowable for cash payment of unused sick leave upon retirement, per Sec. 124.39 of the Ohio Civil Service Laws and Rules.

ARTICLE XIII BEREAVEMENT LEAVE

13.01 When an employee is absent due to death in his/her immediate family, he/she shall be paid a maximum of three (3) days earnings at his/her regular rate for the purpose of attending the funeral or for memorial purposes. Up to three (3) consecutive or non-consecutive days, last one for a Memorial, Funeral or Celebration of Life within thirty (30) days. Documentation of Memorial, Funeral or Celebration of Life Service must include but not limited to the name of the deceased, date of the event, and the relationship of the employee to the deceased, to be provided to Administrative Services. No payment will be made for any of the three (3) days which is a day which the employee would not ordinarily be scheduled to work, or occurs during the employee's vacation. A member of the immediate family shall be considered an employee's spouse, parents, step parents, children, step children, grandparents, siblings, step siblings, grandchildren, brother-in- law, sister-in-law, daughter-in-law, son-in-law, mother- in- law, father-in- law or a legal guardian or other person who stands in the place of a parent or any other household member designated as "other relative" in the sole discretion of the Police Chief and/or his designee. Denials of a designation of "other relative" by the Employer for purposes of bereavement pay shall not be grievable.

13.02 The intent of this provision shall be to protect an employee against loss in earnings. Thus, the maximum of three (3) days in the event of death in the immediate family is not a guarantee of three (3) days off. Two (2) days of sick pay time may be used

in conjunction with bereavement pay. Evidence must be submitted to the City to verify this use.

ARTICLE XIV ARMED SERVICE RESERVE DUTY

14.01 Military Leave. Members who serve in the Armed Services of the United States as designated by Congress of the United States will be granted military leave of absence without loss of pay when ordered to temporary active duty, inactive duty training or when ordered to military training exercises conducted in the field for a period not to exceed twenty-two (22) eight (8) hour work days, or one hundred seventy-six (176) hours during each federal fiscal year. "Federal fiscal year" means the beginning on the first day of October and ending on the thirtieth day of September. Such a leave of absence will not affect a person's right to vacation leave, sick leave, or seniority under the applicable collective bargaining agreement.

14.02 Any member who is entitled to military leave as provided in this Section and who is called to military duty for a period in excess of twenty (22) eight (8) hour work days or one hundred seventy- six (176) hours in a federal fiscal year, for each fiscal year in which military duty is performed, because of an executive order signed by the President of the United States or an act of Congress is entitled to additional paid leave during the period designated in the order or act. The amount of payment during each month of this additional leave shall be the lesser of:

(1) The difference between the member's gross monthly wage as a City employee and the sum of his/her gross military pay and allowances received that month; or,

(2) Five hundred dollars ($500).

14.03 However, no member shall receive payment if the sum of his/her gross military pay and allowances received in the month exceeds his/her gross monthly wage or salary as a City employee.

14.04 Re-employment of a member who leaves the employment of the City to serve in the armed forces of the United States of America or any branch therefore, shall be governed by the following principles:

14.04.1 An eligible member shall be re-employed in the position which the member would have been employed if the continuous employment of the member had not been interrupted by the period of military service, or an equivalent position, provided the member is qualified to perform such position.

14.04.2 Any member must request restoration of the position within ninety (90) days of receiving an honorable discharge from the armed services or the position shall be declared vacant. Nothing contained in this subsection shall obligate the City to pay a member who is on military leave of absence.

14.04.3 The term "armed forces of the United Sates" shall be deemed to include such services as designated by the Congress of the United States.

14.04.4 Nothing contained in this subsection shall obligate the City to re-employ a member whose accumulative absence for military service exceeds five (5) years.

This subsection shall be interpreted and applied in a manner consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. §43.01 *et seq.* and/or Section 5923.05 of the Ohio Revised Code, as applicable.

ARTICLE XV INSURANCE

15.01 Effective January 1, 2025 through December 31, 2027. The Employer shall continue to provide employee health insurance which shall be selected by the Employer. The Employer shall have the right to change insurance carriers or coverage so long as the employees retain similar coverage. Employees will be eligible for insurance coverage

beginning on the first of the month in which the employee's 90th day of employment falls within.

15.02 In case an employee is absent from work due to layoff or leave of absence, the Employer will not be obligated to pay for insurance coverage beyond the end of the month in which such action begins.

15.03 Effective January 1, 2025 through December 31, 2027 all employees under the City health insurance plan for medical, prescription, dental and vision are required to contribute towards the total premium of the plan per month. All employees are required to contribute towards the total premium of the plan per month as follows:

	2025	2026	2027
Plan 1	16%	16%	16%
Plan 2	16%	16%	16%
Plan 3	12%	12%	12%

The above employee contributions will remain the same unless the average annual premiums go up ten percent (10%) or more in which case all of the above employee contributions shall be increased by one percent (1%). The additional one percent (1%) increase to employee contributions would not occur more than one time during a three -year period.

Effective January 1, 2019, seventeen percent (17%) for employees NOT in the Wellness Program – for each Plan.

Any new employee hired after January 1, 2015 shall pay sixteen percent (16%) towards the premium per month for any plan selected beginning January 1, 2019, unless NOT in the wellness program.

15.04 The Employee’s contribution towards the premium will be deducted per pay period from the Employee’s pay. In any event, should an employee not have enough funds available to contribute towards the premium by using bi-weekly pay checks, the Employee will be required to make the Employer whole in what has been paid for the year for the employee in insurance premiums.

15.05 In the event an Employee resigns or is terminated, that Employee will be required to make the Employer whole in the amounts owed by the Employee for premium contribution pursuant to the City's election procedure. This amount will be deducted from the Employee's final paycheck from the City.

15.06 The City agrees to provide the following insurance:

Major Dental Program
Prescription Drug Service Program
Vision Care Program
Flexible Spending Plan beginning in 1999

15.07 The City will provide Major Medical coverage for the employees in the following manner:

A. Single Coverage: $50.00 Deductible and $50.00 co-insurance payments when using provider's in-network. $100.00 Deductible and $150.00 co-insurance payments when using non-network providers.

B. Family Coverage: $100.00 Deductible and $100.00 co-insurance payments when using provider's in-network. $200.00 Deductible and $300.00 co-insurance payments when using non-network providers.

15.08 An Employee may decline the use of the City's hospitalization, surgical and major medical plans if satisfactory proof is submitted and accepted by the City that the Employee is covered by an adequate hospitalization plan. An Employee's spouse (if applicable) must also agree to this provision. The City will pay the employee $1,500.00 for requesting to be completely removed from the City's hospitalization plan, or pay the employee $600.00 for changing from a family plan to a single plan. Payments for dropping or reducing the above coverage will be based on the number of months the coverage is not used and based on the date Administrative Services is notified of the opting out. In the event spouses are employed by the City, there shall be only one (1) family plan. Payment shall be made once annually by October 31st.

15.09 The City will provide $1,000 life insurance for every $1,000 in Employee's base pay rounded up to the next highest $10,000 amount. (i.e., $64,000 base hourly pay = $70,000)

15.10 The City also grants the use of its hospitalization policy after retirement by the employee remaining on the Group and paying the entire monthly premium to the City.

15.11 In the case of an employee's absence from work due to illness or injury which is not the result of his work, the City will pay for his insurance for a period of ninety (90) days after sick time terminates. When such employee is returned to work, his insurance will commence the first of the month following his return to work.

ARTICLE XVI LONGEVITY

16.01 In addition to such annual salary, employees shall receive yearly longevity pay in accordance with the following schedule, and subject to the following terms and conditions:

16.02 Employees shall be eligible for Longevity Pay on the amount shown on a calendar year basis. The Year 2005 will be the conversion year from anniversary date to calendar year. Only continuous years of service as an employee for the City shall be used in determining the eligibility for the Longevity Pay. Payment shall be one time annually by October 31st of each year.

YEARS OF CONTINUOUS SERVICE COMPLETED	2025	2026	2027
4-5	$ 300.00	$ 300.00	$ 300.00
6-7	$ 500.00	$ 500.00	$ 500.00
8-9	$ 700.00	$ 700.00	$ 700.00
10-11	$1,000.00	$1,000.00	$1,000.00
12-13	$1,200.00	$1,200.00	$1,200.00
14-15	$1,400.00	$1,400.00	$1,400.00
16-17	$1,600.00	$1,600.00	$1,600.00
18-19	$1,800.00	$1,800.00	$1,800.00
20-21	$2,200.00	$2,200.00	$2,200.00
22	$2,400.00	$2,400.00	$2,400.00

23	$2,600.00	$2,600.00	$2,600.00
24	$2,800.00	$2,800.00	$2,800.00
25	$3,000.00	$3,000.00	$3,000.00
26	$3,100.00	$3,100.00	$3,100.00
27	$3,200.00	$3,200.00	$3,200.00
28	$3,300.00	$3,300.00	$3,300.00
29	$3,400.00	$3,400.00	$3,400.00
30	$3,500.00	$3,500.00	$3,500.00

ARTICLE XVII WAGES

17.01 Full-time Communication Specialists in the Division of Police shall be paid at the following pay rates effective January 1, 2025,

The following hourly rates reflect 4.00% increase for year 2025, 4.00% increase for year 2026 and 3.00% for year 2027.

Year	Start	1 year	2 year	3 year	4 year	5 year
2025	24.32	24.52	25.17	26.23	27.58	28.49
2026	25.29	25.50	26.17	27.28	28.68	29.63
2027	26.05	26.27	26.96	28.10	29.54	30.51

Discontinue the Uniform Cleaning Allowance in 2025, in turn, a twenty -five cent ($0.25) increase was added to the 2025 base wage as referenced above.

If an increase in income tax to fund Police and Fire operations of 0.65% to replace 0.50% temporary levy passes, these increases in wages would be 3.0% for the year in which increase was passed and subsequent years up to 2019.

17.02 The Employer agrees to pay Employees a one-time wage adjustment of three percent (3%) for the year 2004 only.

17.03 Employees will be eligible for merit raises after completion of required time in grade and recommendation from their superior officer. No employee shall be

permitted to take an advancement test unless he/she has obtained the final merit step in rank.

17.04 In addition, all employees hired after January 1, 1976, or entering into a new classification within the Division of Police, shall be subject to a merit review before receiving any increase in pay. [A 3.0 average (A=4, B=3, C=2, D=1, U=0) will be necessary on the evaluation form before any merit increase will be awarded.] A merit review will be held prior to the employee's scheduled date for merit raise increase.

17.05 After completion of one (1) year of service, all employees are to be certified in LEADS, CPR, CCH, and EMD with the cost of such training to be provided by the Employer.

17.06 Effective January 1, 1999, fifty percent (50%) of all dispatch/communication experience from public sector work or similar type of dispatching may be applied into years of service completed in calculation for pay purposes.

17.07 The City and the Division of Police recognizes that meeting the Mission Statement takes commitment from its Communication Specialists. Part of the commitment comes from Communication Specialists continuing proficiencies. In order to encourage Communication Specialist development, the Division recognizes the following proficiencies as part of the Communication Specialist development process:

	2025	2026	2027
LEADS Certified	$900	$950	$1000
EMD Certified	$900	$950	$1000
ATAC	$900	$950	$1000

A Communication Specialist may only receive a maximum annual payment of proficiencies attained and maintained up to a maximum $2700 in 2025; $2850 in 2026; $3000 in 2027. Payment will be made one (1) time per year by October 31st.

17.08 In the event the Employer assigns bargaining unit employees to dispatch for more or less jurisdictions to perform dispatching functions during the term of this Agreement, the parties agree to reopen this article to negotiate potential wage increases or decreases due to change in potential workloads. Such wage re-opener negotiations will be subject to O.R.C. Chapter 4117 procedures and provisions.

17.09 Any Communication Specialist designated by the Police Chief, or his/her designee, to perform as a Training Officer shall be compensated with the following additional rate for any shift on which the Employee serves as Training Officer: $ 2.50 per hour.

17.10 It shall be mandatory for all full time Employees of the Division of Police (Communication Specialists) to have their bi-weekly pay checks direct deposited.

17.11 Dispatch Administrator / Terminal Agency Coordinator (TAC). The Dispatch Administrator shall be paid a stipend of $1.75 (2025) and $2.00 (2026 & 2027) per hour above the Communications Specialist's hourly base rate of pay. Only one (1) employee would be paid the listed stipend for the assignment. The Terminal Agency Coordinator (TAC) shall cross train with the Dispatch Administrator and assist with duties as necessary as well as perform all TAC duties according to Ohio Administrative Code 45.01:2-10 and the LEADS/NCIC Manuals. The Terminal Agency Coordinator (TAC) shall be paid a stipend of $1.00 per hour above the Communication Specialist's hourly rate (2025, 2026 and 2027). Only one (1) employee would be paid the listed stipend for the assignment. The payment of these stipends shall not be deemed a promotion for Civil Service Testing purposes. The designation for both assignments are at the discretion of the Chief or his/her designee. Neither position will qualify for the ATAC Professional Pay outline in Section 17.07.

ARTICLE XVIII OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM

18.01 The City will maintain the Ohio Public Employees Retirement System.

18.02 The City will pay the Employee's retirement contribution up to a maximum amount of 13%.

18.03 An optional ICMA or OPERS deferred compensation retirement plan will be provided.

ARTICLE XIX LAY-OFF AND RECALL

19.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines due to a lack of funds or a lack of work that it is necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth, herein, below.

19.02 Employees within the effected job classification shall be laid off according to their departmental seniority with the least senior being laid off first.

19.03 Employees who are laid off from one job classification may displace (bump) another employee with lesser departmental seniority in an equal or lower rated job classification within the department if immediately able to perform the job.

19.04 In all cases where one employee is exercising his/her seniority to displace (bump) another employee, his/her right to displace (bump) is subject to the condition that he/she is qualified for the position and able to perform the functions and duties of the position into which he/she is attempting to displace (bump) immediately.

19.05 Recalls shall be in the inverse order of lay-off and a laid-off employee shall retain his/her right to recall for twenty-four (24) months from the date of his/her lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent via certified mail, return receipt requested. An employee who refuses recall or does not report to work within five (5) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his/her position and forfeits all right to employment with the Employer.

ARTICLE XX MISCELLANEOUS

20.01 In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination to the extent that such time is beyond the employee's shift.

20.02 The Union will be allowed one (1) bulletin board for official Union notices, to be located in the Dispatch Center. Any materials placed on the bulletin board shall be signed by a representative of the Union and a copy provided to the Employer at the time

of posting. There shall be no posting of inflammatory material, or material which may be defamatory in nature.

ARTICLE XXI LINE OF DUTY INJURY LEAVE

21.01 A full-time employee's absence from work is necessitated because of an illness or injury that occurred while on the job with the City and said illness or injury is compensable under the Ohio Worker's Compensation Law, injury leave may be granted at the discretion of the City Manager/Safety Director, or his/her designee, for a period of time not to exceed Ninety (90) calendar days. If at the end of this ninety (90) calendar day period and the Employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional ninety (90) calendar day period or portion thereof.

21.02 Such leave may be granted by the City Manager/Safety Director, or his/her designee, based upon the recommendation of the employee's Department/Division Head and upon submittal by the employee of a statement from a licensed physician justifying that the employee is unable to return to full work status due to the injury/illness.

21.03 Such leave shall not be charged against the employee's sick leave balance unless it is determined that the illness or injury is a nonwork- related illness or injury and is not compensable under Ohio Worker's Compensation law.

21.04 In order to be eligible for injury leave, the employee must report the illness/injury to his/her supervisor within twenty-four (24) hours of the incident or when practical giving rise to the illness/injury.

21.05 Any employee who receives a paid leave under this Article shall not be entitled nor will apply for either temporary total disability or permanent and total disability benefits under Ohio Worker's Compensation Laws. This provision does not prohibit an employee from receiving other available worker's compensation benefits. If an employee received either temporary total disability or permanent and total disability while receiving injury wage continuation benefits under this section, the employee agrees to reimburse the City for all sums in excess of what the employee received under this section.

21.06 The injury leave pay set forth in this Article is cumulative for the duration of this Agreement in regard to the injury, i.e., successive "injuries" to the same body part(s)

shall not constitute separate injuries and all related workers compensation and related claims to the same or similar body parts shall be construed as one (1) injury and eligible for total leave time under this Article.

ARTICLE XXII USE OF CITY VEHICLES

22.01 All employees are subject to the Employer's Use of City Vehicles Policy and all amendments or revisions.

ARTICLE XXIII CONFORMITY TO LAW

23.01 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.

23.02 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 but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provisions(s) thereof had not been included herein.

ARTICLE XXIV TOTAL AGREEMENT

24.01 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.

ARTICLE XXV OBLIGATION TO NEGOTIATE

25.01 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.

25.02 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.

ARTICLE XXVI GENDER AND PLURAL

26.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXVII HEADINGS

27.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE XXVIII LEGISLATIVE APPROVAL

28.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XXIX DURATION

29.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2025 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2027. Notice to modify or terminate this Agreement shall comply with O.A.C. 4117-1-02.

ARTICLE XXX GRIEVANCE PROCEDURE

30.01 Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. 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.

30.02 For the purposes of this procedure, the below listed terms 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 provision of this Agreement.

b) Aggrieved party - The "aggrieved party" shall be defined as only any employee or 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 aggrieved party.

d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or City Hall Holidays as provided for in this Agreement.

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

a) All grievances shall include: 1) the name and position of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the grievance; 3) the time and place where the alleged events or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.

b) All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his/her representative, if any.

c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3 (Safety Director).

d) The preparation of grievances shall be conducted only during non-working hours. Premium or overtime pay will not be paid for this preparation.

e) 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 Union, provided that the adjustment is not inconsistent with the terms of this Agreement and the employee shall follow the chain of command for purposes of notification only. Such notification shall not be construed as request to go further. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

f) The grievant is entitled to a Union Representative at any step of the grievance.

g) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

h) This procedure shall not be available for disputes concerning any type of discipline or discharge actions.

i) 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 waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

j) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

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

Step 1:

An employee who believes he/she may have a grievance shall notify Management, or designee, in writing of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Management, or designee, will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's representative, if his/her presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved at Step l, it may be presented as a grievance to the Chief of Police within five (5) days of the informal meeting or notification of the Management's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if Management fails to give the aggrieved party an answer. The Police Chief or his/her designee shall give his/her answer to the aggrieved party, with

a copy to the aggrieved party's representative, if any, within five (5) days of the receipt of the written grievance.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the City Manager within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The City Manager/Safety Director, or his/her designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his/her representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The City Manager/Safety Director, or his/her designee, shall issue a written decision to the employee, with a copy to the employee's representative, if any, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE XXXI DISCIPLINARY PROCEDURE

31.01 This procedure shall only apply to all non-probationary employees covered by this agreement.

31.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) working days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

31.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

31.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

31.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

31.06 Discipline shall not be implemented until either:

A. the matter is settled, or

B. the employee fails to file a grievance within the time frame provided by this procedure, or

C. the penalty is upheld by the Safety Director after a pre-disciplinary hearing, or

D. the Employer, at its discretion, may impose discipline after an arbitration award in the event the Union submits such disciplinary grievance to arbitration.

31.07 Disciplinary actions that are more than two (2) years old for any reprimand or written warning, three (3) years for any one, two, or three day suspension, and five (5) years for a suspension more than three days or a demotion, shall not be used in future disciplinary actions.

ARTICLE XXXII ARBITRATION PROCEDURE

32.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision at Step 3, or a time limit default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually select an arbitrator. In the event the parties cannot reach an agreement on the selection of an arbitrator, the Union will file for an arbitration panel from the Federal Mediation and Conciliation Service (FMCS), which shall specifically request only names from the State of Ohio, Metropolitan Region. Within fifteen (15) days of receipt of the arbitration panel, the parties shall select an arbitrator through the alternative strike method, with the Union striking first.

32.02 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.

32.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

32.04 The hearing(s) shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association or the Federal Mediation and Conciliation Services (FMCS) rules, if applicable.

32.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. In the event the arbitrator renders a split decision by neither denying nor sustaining the grievance in full, the costs of the arbitration shall be split equally between the parties. 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.

32.06 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.

32.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE XXXIII FAMILY MEDICAL LEAVE

33.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 (FMLA), and as set forth herein below.

33.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employees' entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave. Any paid or unpaid leave shall be included in the computation of FMLA leave herein.

A. The birth of a son or daughter, and to care for the newborn child;

B. The placement with the employee of a son or daughter for adoption or foster care;

C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,

D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

33.03 The annual twelve (12) month period shall commence and be measured forward from the date of the employee first uses the leave set forth above.

33.04 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

33.05 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

33.06 Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

33.07 Leave for the care of a birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

ARTICLE XXXIV LEAVE OF ABSENCE

34.01 The nature of Police operations is such that attendance on the job is critical. Employees who do not maintain good attendance records can be subject to disciplinary action. In unusual circumstances, however, employees are required to be away from their work for extended periods of time. If such a situation occurs, the City may make available the following Leave of Absence policies for employees who have been employed for more than six (6) continuous months:

1. MILITARY LEAVE: Employees drafted into the Armed Forces of the U.S. government, or otherwise conscripted by the Government, shall be granted a Leave of Absence for their duration with the Government. Upon termination of service with the Government, the employee shall be returned to work at his/her regular job with all his/her rights and privileges enjoyed including seniority accrued to the date of termination, provided he/she is able to do such work physically, and that he/she applied for re-instatement within ninety (90) day time limit specified in the Universal Military Training and Service Act.

2. LEAVE OF ABSENCE: Upon any written application, any employee who has been actively and continuously employed by the City for two (2) years may be granted a Leave of Absence without pay, for a period not to exceed sixty (60) days. Except in emergency situations, the employee must make application for such leave, at least two (2) weeks prior to the date leave is to commence. The City, in its discretion, can extend a Leave of Absence for a period not to exceed an additional sixty (60) days. Leave of Absence will be granted only where the requirements permit, except for actual emergencies. Employees securing leave of Absence under false pretenses shall be discharged immediately. Employees granted a Leave of Absence shall notify their superior two (2) days in advance if they desire to return to work before the expiration of Leave. A Leave of Absence not in excess of thirty (30) days shall be included as active and continuous employment for vacation purposes.

3. EMPLOYMENT WHILE ON LEAVE OF ABSENCE: Any employee who is on Leave of Absence and engages employment without the written consent of the City during the time he/she is on such Leave of Absence, shall lose his/her seniority and/or be subject to discharge.

ARTICLE XXXV EMPLOYEE RIGHTS

35.01 An employee has the right to have a Union representative present at any interview which the Employee reasonably believes could lead to disciplinary action.

35.02 Disciplinary actions that are more than two (2) years old for any reprimand or written warning, three (3) years for any one, two, or three day suspension, and five (5) years for a suspension more than three days or a demotion, shall not be used in further disciplinary actions.

35.03 In cases where suspensions are not immediate, the City will make a suspension effective ten (10) days after it is presented to the employee. In this case, the suspension will not be served until after a ten (10) day period; or after an employee has filed an appeal and a decision is rendered by the arbitrator.

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

35.05 Non probationary employee, who is disciplined, shall be given written notice regarding the reason for the disciplinary action.

ARTICLE XXXVI COURT APPEARANCE

36.01 Off duty Communication Specialists, when appearing in Court as a witness for Police related testimony, shall be paid full-time pay for the time he/she is required to appear. When such appearance is requested, a minimum of four (4) hours pay on a scheduled work day or a minimum of four (4) hours pay on a scheduled day off. Payment shall be made under the guidelines of the Fair Labor Standards Act with regard to overtime pay. The employee need not be required to work these hours.

36.02 If a Communication Specialist is not notified within twenty-four (24) hours prior to their scheduled court appearance that their appearance is not required, the Communication Specialist shall receive a minimum of two (2) hours pay at the overtime rate.

ARTICLE XXXVII ANNUAL STRESS DAYS

37.01 Communication Specialists will be entitled to ten (10) (80 hours) annual stress days off.

37.02 Scheduling for these days off will be at the discretion of the Chief of Police or his designee.

ARTICLE XXXVIII UNIFORM ALLOWANCE

38.01 The City agrees to pay each calendar year to each Communication Specialist who has been on active duty for the past year, a uniform replacement allowance as follows:

2025	2026	2027
$750	$750	$850

In order to utilize this benefit, the Communication Specialist must use a City of Brunswick purchase order and submit receipts to Accounts Payable.

38.02 Discontinue Uniform Cleaning Allowance for 2025. In turn, twenty- five cents ($0.25) was added and included in the 2025 base wage.

38.03 Each newly hired/probationary Communication Specialist hired by the City shall, on the first day of January of each year, be entitled to a pro-rata portion of both uniform and maintenance allowances based upon the number of months served in the capacity of probationary Employee prior to January 1st.(e.g., a probationary Communication Specialist hired September 1st of any year would, on January 1st of the next year, be entitled to four (4) months (one-third) of the full uniform allowance and maintenance provided for in this agreement.

38.04 The City will allow a three (3) employee committee to review the present limitations imposed upon uniform purchases, but the final selection of articles allowed to be purchased is a management prerogative and will not be relinquished.

ARTICLE XXXIX SHIFT DIFFERENTIAL

39.01 The City will pay each Communication Specialist the following additional rate per hour in addition to compensation to which they are entitled to under the Agreement:

Afternoon Shirt	Night Shift
4:00 p.m. to 12:00 Midnight	12:00 Midnight to 8:00 a.m.
$1.00	$2.00

39.02 Any Communications Specialist working during any part or portion of either the afternoon or the night shift as set forth in Section 39.01 of this Article shall be entitled to shift differential based upon the actual number of hours worked during either the afternoon shift or the evening shift.

39.03 Conversely, any employee working from the evening shifts into the morning shifts shall not be entitled to shift differential for hours worked in the morning shift (8:00 a.m. to 4:00 p.m.).

ARTICLE XL POLYGRAPH

40.01 If an employee is required to take a polygraph test due to charges brought from an outside source, that individual making the charge will first be required to take a polygraph. Our employee will then be required to take a polygraph. If the individual making the charge is found to be lying, the City will attempt to prosecute.

40.02 If the charge is from an internal investigation, the employee may be required to submit to a polygraph.

40.03 If the polygraph indicates the employee is not truthful, a second polygraph will be given to our employee.

ARTICLE XLI SCHOOLING

41.01 The City will reimburse an employee for training programs specifically related to their position and pre-approved by the Police Chief. Schooling opportunities will be rotated among all employees based on seniority. If the schooling opportunity, however, is deemed by the Chief at his/her sole discretion, to be necessary for a particular employee, seniority will not apply. This decision by the Chief is not grievable.

ARTICLE XLII BREAK TIME

42.01 Employees shall be entitled to two (2) ten (10) minute breaks and one-half hour paid lunch per shift with the approval of the Shift Commander or his/her designee.

ARTICLE XLIII RETENTION OF PREVIOUS BENEFITS

43.01 The City is willing to continue to provide the following benefits as long as they are available:

1. False Arrest Insurance
2. Employee Bond
3. Indemnification of Employees - employees shall receive full indemnification from the City Council on any judgment when punitive damages have been incurred providing:

    a. Said employee acted within the performance of his/her duties, following either, advice of proper authority or following established policy and procedure.

    b. Said employee acted reasonably and in good faith.

4. Jury Duty Pay
5. Employees engaged in City business outside the Municipality shall be reimbursed for the actual cost of meals, lodging, mileage and other items covered by ordinance.

ARTICLE XLIV TRAVEL TIME

44.01 Any Employee who is required to attend outside training, the travel time to and from class will be included in hours worked. Any other voluntary training requested by the Employee and approved by the Division will not be subject to travel time compensation.

ARTICLE XLV WELLNESS PROGRAM

45.01 The Union and the Administration desire to promote health and fitness for its employees.

45.02 A Wellness Program has been designed with certain criteria. It is the responsibility of each employee who wishes to participate in the program to comply with all criteria required in order to receive the wellness payment. A report will be received from a Third - Party Administrator as to who has complied with the required criteria. Payment for meeting program criteria will be made one time by October 31st.

2025	2026	2027
$800	$800	$800

45.03 All or part of the following criteria will be considered for 2017 and 2018: Health Risk Assessment, Tobacco Certification, Physical, Biometrics and Lunch and Learn. The Union and Health Care Committee will have input into the required criteria for 2019.

45.04 Beginning in 2020, six (6) criteria as approved by the Health Care Committee will be required. The required six (6) will be: (1) Health Risk Assessment; (2) Tobacco Certification; (3) Physical; (4) Biometric Screening; (5) Lunch and Learn; and (6) Wellness Challenge.

Starting in 2021, employees with family medical insurance coverage could receive an additional $250.00 stipend if their spouse is a covered person under the city medical insurance plan and participates in BE WELL by completing a yearly physical and yearly biometrics screening. The employee must successfully complete the requirements to receive the annual stipend for their spouse. If spouses are employed by the city, each

spouse can only qualify for one wellness stipend from this article. The additional spouse participation is voluntary.

45.05 Participation in the program will not be held in a punitive nature against any employee. There will no longer be a nicotine mandate or fitness test associated with Wellness.

ARTICLE XLVI PERSONAL DAYS

46.01 An Employee may use sixteen (16) hours of sick time hours for personal use. These hours must be scheduled in advance or approved by the Police Chief and/or his designee and may be used in a minimum of two (2) hour blocks. The employee's sick leave bank will be reduced by these sixteen (16) hours when used.

ARTICLE XLVII RECREATION CENTER MEMBERSHIP

47.01 A single membership to the Brunswick Community Recreation and Fitness Center will be offered to Communication Specialists. Employees deciding to accept the membership will be required to sign up for the benefit. This membership is not mandatory nor is it automatic. If a single membership is accepted, the value of this membership will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

47.02 If an employee chooses to enroll in a family membership, the single membership amount will be deducted from the total family amount. The employee would be required to pay the difference between the single and family membership. The single membership amount will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

ARTICLE XLVIII EXECUTION

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

FOR THE UNION:

_____
Brian Smith
Union Attorney
Fraternal Order of Police, Lodge #15

_____
Terry Gluszek

_____
Keri Quidatano

_____
Melissa Ulbrich

FOR THE EMPLOYER:

_____
Carl S. DeForest
City Manager/Safety Director

DIRECTOR OF FINANCE CERTIFICATE

I, Todd Fischer, Finance Director, hereby certify that sufficient funds are in the City Treasury, or in the process of collection, to the credit of the proper fund, free of any outstanding encumbrances or obligations. This certificate is based on current information.

_____

Todd Fischer, Finance Director

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/10/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Gia D'Amico

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 19-2025 -** An ordinance accepting the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Patrol Officers) for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

BACKGROUND: The previous Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Patrol Officers) expired on December 31, 2024; The City of Brunswick and the Fraternal Order of Police Lodge #15 (Patrol Officers) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027.

PURPOSE AND EXPLANATION: To provide wages and benefits for union employees.

IMPLEMENTATION SCHEDULE: Ordinance shall take effect and be in force from and after the earliest period allowed by law.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Costs associated with the Collective Bargaining Agreement are required to be appropriated by the Council in order to be paid. This newly proposed agreement will need to be analyzed and compared to the original 2025 budget during the reading process. If additional appropriation amendments appear to become necessary, additional legislation and discussions will need to take place. The 2026 and 2027 budgets will be compiled at a later date and will follow the requirements of budgetary laws contained in the City Charter and ORC Section 5705.

RECOMMENDED ACTION:

One Reading	No
Two Readings	No

Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 19-2025

BY: Committee-of-the-Whole

AN ORDINANCE ACCEPTING THE COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE LODGE #15 (PATROL OFFICERS) FOR A PERIOD OF THREE (3) YEARS EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2027.

WHEREAS: The previous Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Patrol Officers) expired on December 31, 2024; and

WHEREAS: The City of Brunswick and the Fraternal Order of Police Lodge #15 (Patrol Officers) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the Council of the City of Brunswick hereby accepts the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Patrol Officers) for a period of three (3) years effective January 1, 2025 through December 31, 2027, as attached hereto as Exhibit “A”.

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

AN AGREEMENT

between

THE CITY OF BRUNSWICK, OHIO

and

FRATERNAL ORDER OF POLICE LODGE #15

P A T R O L O F F I C E R

EFFECTIVE: January 1, 2025

EXPIRES: December 31, 2027

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ARTICLE 1 **PREAMBLE**

1.01 This Agreement is hereby entered into by and between the City of Brunswick, hereinafter referred to as the "Employer" and the Fraternal Order of Police Lodge No. 15, hereinafter referred to as the "Union" on behalf of the members of the collective bargaining unit hereinafter referred to as employee(s).

ARTICLE 2 **PURPOSE AND INTENT**

2.01 Whereas, a majority of the Patrol Officers of the Police Division have designated the FOP to negotiate with the City on behalf of the Patrol Officers of the Police Division regarding the terms and conditions of their employment;

2.02 Whereas, the parties, through their designated representatives, have bargained collectively regarding wages and other conditions of employment; and

2.03 Whereas, said FOP and the City have reached a meeting of the minds on all of the terms and conditions of a collective bargaining agreement.

2.04 Now, therefore, this Contract, in consideration of the mutual promises and in consideration of the following agreements by and between the City of Brunswick and said FOP do hereby agree with each other as follows:

ARTICLE 3 **MANAGEMENT RIGHTS**

3.01 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 for just cause; 2) determine the number of persons required to be employed, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to and 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 and quantity 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) 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 of work; 14) terminate or eliminate all or any part of its work or facilities.

3.02 All members of the Bargaining Unit will be subject to a physical examination at the discretion of the City. Such physical examinations will be made by a physician or physicians designated and paid by the City.

3.03 In addition, the Union 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 and shall not be subject to the grievance procedure herein contained.

ARTICLE 4 RECOGNITION

4.01 The City hereby recognizes the Fraternal Order of Police, Lodge #15 as the sole and exclusive collective bargaining representative for all of its Patrol Officers with respect to compensation, hours of work, working conditions and other terms and conditions of employment.

ARTICLE 5 NON-DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate for or against any employee or applicant for employment covered by this agreement on the basis of race, color, religion, creed, national origin, age, sex, or disability.

ARTICLE 6 DUES DEDUCTIONS

6.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the FOP and regular monthly FOP dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. No new authorization forms will be required from any employees in the City of Brunswick for whom the City is currently deducting dues.

6.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the FOP from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the City the amounts due and owing from the employees involved. Initiation fee to be deducted in two (2) payments.

6.03 The Employer shall deduct dues, initiation fees for assessments from one (1) payday in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

6.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the FOP within thirty (30) days from the date of making said deductions.

6.05 The FOP 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 FOP shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 7 This Article is meant to be left blank.

ARTICLE 8 **NO-STRIKE**

8.01 All disputes regarding the interpretation or application of the express provisions of this Agreement shall be settled in accordance with the grievance procedure set forth in this Agreement, and there will be no strikes or cessation of work or slowdowns by the employees, or lockouts by the City during the term of this Agreement.

8.02 Should there be any such disputes or differences between the City and the employees, or between the City and any individual employee, such grievances shall be reduced in writing within five (5) working days from the day of the alleged occurrence and submitted to the other party.

8.03 All work stoppages shall result in the loss of two (2) day's pay for each day's loss of work.

ARTICLE 9 **PROBATIONARY PERIOD**

9.01 All new employees shall be considered probationary employees from the date of hire through a period extending to one (1) year from the date the employee begins the Field Training Program.

9.02 All new employees, starting their employment on the same day shall be assigned seniority according to their Civil Service grade received, i.e., highest grade receives highest seniority; second highest grade, second highest seniority, etc. In all other cases, seniority shall be assigned to the date the individual first reports to work.

9.03 A probationary employee may be dismissed during the probationary period at the sole discretion of the City. If such employee is retained beyond the probationary period, he shall immediately thereafter be classified as a regular employee.

ARTICLE 10 WORK WEEK AND HOUR REGULATIONS

10.01 The normal work week for all employees covered by this Agreement, shall be forty (40) hours per week. Attendance at Police Department meetings will be considered as hours worked.

10.02 No employee shall be justified or warranted without valid reason to refuse to work overtime in any week or on any day when there is an emergency (an emergency to be defined by the Chief of Police, his designee, or OIC) or for range training, with the understanding that the employee will be entitled to overtime pay.

10.03 If an employee is requested to work "immediately" before (defined as within one (1) hour (or 60 minutes) prior to his/her regularly scheduled shift) or "immediately" after (defined as any length of time contiguous with the end of the employee's regularly scheduled shift) the employee will be paid for the time worked. If an employee is called in to work, not "immediately" before his/her regularly scheduled shift or called back to work not contiguous to the regularly scheduled shift, the employee will receive a minimum of four (4) hours for each call back. Any scheduled or non-scheduled police related activities not attached to a regularly scheduled shift, the employee shall be paid a minimum of four (4) hours.

Any "non-scheduled" police related activity attached to a regularly scheduled shift the Officer will be paid a minimum of four (4) hours for the time worked. Any "scheduled" police related activity attached to a regularly scheduled shift, the Officer will be paid for the time worked. A "scheduled" call in to work shall be defined as the officer being given greater than forty-eight (48) hour notice of the activity. A "non-scheduled" call in to

work shall be defined as the Officer being given less than forty-eight (48) hour notice of the activity. If the Officer is working a full shift during that forty-eight (48) hour period prior to the shift in question, notification shall be considered non-scheduled if made after the end of that shift. It is recognized that this provision does not apply to an employee who works "immediately" before or "immediately" after his/her regular shift.

Once an Officer responds to a request to work as defined above, they will perform the duty for which that Officer was called in to perform. Once the Officer has completed the assigned duty, the Officer will immediately return to off-duty status. This shall not be construed to interfere with the Police Chief's ability to assign overtime under Article 10, Section 10.02. It shall also not be construed to prohibit the Police Chief and the Union or individual Officers from entering into specific written agreement(s) to suit the Officer's and Division of Police needs.

10.04 The work schedule shall be prepared normally in a five (5) week schedule, in advance, and posted a minimum of two (2) weeks prior to the effective schedule date. Bidding will normally be done in fifteen (15) week blocks.

10.05 Personnel scheduling policy and procedure will be based on employment seniority as established by the Brunswick Civil Service. Patrol Officers shall bid shifts providing that they receive an average of a three (3) on their performance evaluation. Bidding will be done in fifteen (15) week blocks. (Exception - long term shifts, e.g., Business Liaison Officer, School Resource Officer, and Traffic Officer, based on the school year.) It is recognized that absences or unexpected coverage requirements may require changes in individual shifts.

10.06 All hours worked beyond forty (40) in a seven (7) day period, shall be paid at 1-1/2 times an officer's regular rate of pay. Personal days, vacation days, bereavement days, and compensatory hours, will be considered as hours worked for overtime purposes and sick time will not be considered as time or hours worked.

10.07 Hours worked shall be governed by the Fair Labor Standards Act.

10.08 The grant of the use of compensatory time shall not be unreasonably denied by the Chief of Police or his designee. The Patrol Officer shall give reasonable advance notice to the shift sergeant or patrolman O.I.C. to use compensatory time. The use of compensatory time shall not be withheld solely for the purpose of overtime consideration. Compensatory time shall be earned at a rate commensurate to the applicable hourly overtime rate.

10.09 Maximum accrual of compensatory leave shall not exceed one hundred eighty (180) hours at any one time.

10.10 For each employee, the City will pay eligible comp hours earned as of the last work day of the first payroll period ending in November. Finance will provide employees with their available balance in November. Employees must have their comp carryover selection to Payroll, in writing, no later than fourteen (14) days after notification of balance by Finance. If written carryover selection is not received by payroll by the previously mentioned deadline, any balance up to the maximum amount of sixty-four (64) hours will be automatically carried forward. Any hours over the carryover amount will be paid accordingly. Payment will occur as early as practically possible, but no later than December 20th. Accumulation of compensatory time will begin on the first day after the first payroll period ending in November and continue for 365 days. Hours paid shall be at the employee's current rate of pay as of the last work day of the last payroll period ending in November.

10.11 When an employee has accrued the maximum compensatory time off of one hundred eighty (180) hours, all overtime worked shall be paid at the applicable rate.

10.12 Compensatory time may be taken in less than eight (8) hour blocks in accordance with FLSA standards.

10.13 Employees may change days off, duty days, scheduled rotation or switch duty days with another employee with the approval of the Police Chief or his designee.

10.14 For shift coverage, the senior officer on the preceding and/or succeeding shift, shall be the first to be asked for overtime. If a call-in is necessary, the senior officer shall be called first for shift coverage.

ARTICLE 11 HOLIDAYS

11.01 Employees will receive seven (7) holidays as listed below.

1. New Year's Day
2. Easter
3. Memorial Day
4. July 4th
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

11.02 Patrol Officers who work on their regularly scheduled day, when it falls on a holiday, shall receive double their normal day's pay plus a day's pay for the holiday.

11.03 Patrol Officers who are not scheduled to work on an above-listed holiday, shall receive eight (8) hours pay at their regular rate. It is further understood that additional holidays shall not be subject of further bargaining in other subsequent contracts.

ARTICLE 12 **VACATIONS**

12.01 Eligible employees covered by this Agreement shall be entitled to receive the following vacation at their weekly rate of pay:

Years of Continuous Service	VACATION
One (1) year but less than five (5) years	2 weeks
Five (5) years but less than eleven (11) years	3 weeks
Eleven (11) years but less than fifteen (15) years	4 weeks
Fifteen (15) years but less than twenty -five (25) years	5 weeks
Twenty- five (25) years or more	6 weeks

12.02 Employees with one (1) year, but less than five (5) years of service, may take vacation one (1) day at a time up to a total of five (5) days. Employees with five (5) or more years of service may take vacation one (1) day at a time up to a total of ten (10) days. These five (5) or ten (10) days must be taken in whole day increments and must be requested a minimum of three (3) days prior to taking same and must be approved by the Police Chief, or his designee. Employees will be allowed the use of vacation time in one (1) hour increments up to a maximum of forty (40) hours.

12.03 In the event an employee with one or more years of service is absent for any reason, he shall be eligible for full vacation pay as long as, in the eligibility years his days absent do not exceed the sick days for which he is eligible, and is for any reason

other than the occupational injury, vacation pay will be reduced by the equivalent days absent in the year after sick leave is terminated. This provision does not apply to vacation days earned in the previous year.

12.04 Each employee will be granted vacation based on the number of years of service. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). In case of emergency, the city reserves the right to extend the length of time in which any employee must utilize his vacation time. No pay will be issued in lieu of vacation.

12.04(a) The Year 2015 will be considered the conversion year from anniversary date to calendar year for current full-time employees. The Year 2015 will be the first time vacation is computed on a calendar year basis. Officers who receive vacation through the conversion process shall have until December 31, 2016 to use this vacation. No payment will be made for any vacation hours not used.

12.04(b) Any full-time employee who does not have a full year of service on December 31, 2014, their conversion period will not be until the first full year after the employee's one (1) year anniversary.

12.05 An employee shall be deemed to have earned his vacation pay as of his eligibility date, even though he does not take vacation or receive vacation pay at that time. Further, if the employee with one (1) or more years of service is terminated prior to his eligibility date, he/she shall receive vacation pay pro-rated in accordance with the number of months he had worked since his proceeding eligibility date.

12.05(a) For the purpose of this provision only, an employee who is eligible to retire under the Ohio Police and Fire Pension Fund (i.e., is "pensionable"), such employee shall be permitted to utilize all remaining unused/unearned vacation in his/her year of retirement provided the employee notifies the Employer of his/her retirement with at least three (3) months' notice to the City prior to the retirement date [e.g., employee has six (6) weeks of vacation and uses one (1) week in February in the year of the retirement. The employee has five (5) vacation weeks remaining. The employee plans to retire July 1st. The employee may utilize his five (5) remaining weeks prior to July 1st provided such notice is given by April 1st without having to "pay back" the City for those weeks of vacation.] If three (3) months' notice is not given prior to retirement date, and the employee has used unearned vacation, the employee will be required to pay back the unearned portion of vacation that was taken. However, the Chief of Police may accept notification of less than three (3) month's when considering mitigating factors. Denial of approval of less than three (3) month's is not grievable. This will be done on a case by

case basis. Such factors may include health or illness concerns, family situations, or future employment opportunities of the retiring employee.

12.06 If any employee quits his job without two (2) weeks written notice, or is discharged for just cause (except medical reasons), he shall not receive his pro-rated vacation pay.

12.07 An employee, assigned to patrol duties, when taking a week's vacation, shall receive a minimum of nine (9) days off [five (5) days off vacation and four (4) scheduled days off] or a maximum eleven (11) days off [five (5) days' vacation and six (6) scheduled days off] in accordance with the operational needs, manpower limitations, of the Brunswick Division of Police.

12.08 Vacation must be requested a minimum of three (3) days prior to taking same.

ARTICLE 13 SICK LEAVE

13.01 Each employee will begin accumulating 4.6 hours per eighty (80) hours after the first month of hire. Each employee will continue to accumulate sick leave at the rate of 4.6 hours per eighty (80) hours worked.

13.02 In any case where an employee has accumulated sixty (60) sick days, provided for in above, in a given calendar year, and does not wish to further accumulate the sick days, he is entitled to for that year, as an incentive to said employee not to use the sick days beyond sixty (60) days, said employee may be reimbursed at the end of said year for sick days not used in excess of sixty (60) days at a rate of one-half (1/2) day's pay for each sick day not used. One half (1/2) day's pay shall be the individual's base hourly wage times four (4) hours. Payment of these hours shall be made by January 31st. Retroactive payment will not be made at any time.

13.03 An employee who is unable, by reason of sickness, injury, or disability to perform his duties, must call Communication Center each day he/she is off, two (2) hours prior to the start of the shift. If he/she fails to call two (2) hours prior to the start of his/her afternoon or night shift, and one (1) hour prior to the start of the day shift, he/she will be docked one (1) hour at his/her regular rate. After three (3) consecutive days on non-hospital sick leave, or ten (10) days (80 hours) of non-doctor certified sick leave, a medical professional certificate shall be presented by the employee in all instances. Sick leave

should not be used for office visits or treatment which could be scheduled during non-working hours.

13.04 Any employee whose salary has been continued while he/she has been disabled from a service- connected illness, or injury, and who received compensation from any source to which the City contributes, must return to the City all such compensation payments in that no employee is entitled to both his full salary and other forms of compensation paid for by the City. If the City approves a Worker's Compensation claim submitted by an employee, the City will continue to pay the employee his regular salary after the expiration of sick leave. Sick leave pay will continue until the value of sick time earnings exceed the value of the Worker's Compensation benefits that will be returned to the City by the employees.

13.05 If a Patrol Officer is involved in a shooting that results in death or serious injury to another person, that Patrol Officer shall immediately be referred to a professional medical health service (Psychologist, Psychiatrist or Medical Doctor) and that party will advise the Police Chief of necessary administrative action. The Patrol Officer may be given up to thirty (30) days paid Administrative Leave at the discretion of the Police Chief.

ARTICLE 14 BEREAVEMENT LEAVE

14.01 When an employee is absent due to death in his immediate family, he shall be paid up to a maximum of three (3) days earnings at his regular rate for the purpose of attending the funeral or for memorial purposes. Up to three (3) days non- consecutive or consecutive, last one for a Memorial, Funeral, or Celebration of Life Service within 30 days. Documentation of Memorial, Funeral or Celebration of Life Service must include the name of the deceased, date of the event, and relationship of the employee to the deceased to be provided to Administrative Services. No payment will be made for any of the three (3) days which is a day which the employee would not ordinarily be scheduled to work, or occurs during the employee's vacation. A member of the immediate family shall be considered an employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother- in- law, father-in- law, step-parents, step-children, step-siblings, legal guardian or other person who stands in the place of a parent, or any member designated as "other relative" at the sole discretion of the Employer. Denials of a designation of "other relative" by the Employer for purposes of bereavement pay shall not be grievable.

14.02 The intent of this provision shall be to protect an employee against loss in earnings. Thus, the maximum of three (3) days in the event of death in the immediate family is not a guarantee of three (3) paid days off. Two (2) days of sick pay time may be used in conjunction with bereavement pay. Evidence must be submitted to the City to verify this use.

ARTICLE 15 ARMED SERVICE RESERVE DUTY

15.01 Military Leave. Members who serve in a branch of the Armed Forces of the United States as designated by Congress of the United States will be granted military leave of absence without loss of pay when ordered to temporary active duty, inactive duty training or when ordered to military training exercises conducted in the field for a period not to exceed twenty-two (22) eight (8) hour work days, or one hundred seventy-six (176) tours during each federal fiscal year. "Federal fiscal year" means the beginning on the first day of October and ending on the thirtieth day of September. Such a leave of absence will not affect a person's right to vacation leave, sick leave, or seniority under the applicable collective bargaining agreement.

15.02 Any member who is entitled to military leave as provided in this Section and who is called to military duty for a period in excess of twenty -two (22) eight (8) hour work days or one hundred seventy- six (176) hours in a federal fiscal year, for each fiscal year in which military duty is performed, because of an executive order signed by the President of the United States or an act of Congress is entitled to additional paid leave during the period designated in the order or act. The amount of payment during each month of this additional leave shall be the lesser of:

(1) The difference between the member's gross monthly wage as a City employee and the sum of his/her gross military pay and allowances received that month; or,

(2) Five hundred dollars ($500).

15.03 However, no member shall receive payment if the sum of his/her gross military pay and allowances received in the month exceeds his/her gross monthly wage or salary as a City employee.

15.04 Re-employment of a member who leaves the employment of the City to serve in the armed forces of the United States of America or any branch therefore, shall be governed by the following principles:

(1) An eligible member shall be re-employed in the position which the member would have been employed if the continuous employment of the member had not been interrupted by the period of military service, or an equivalent position, provided the member is qualified to perform such position.

(2) Any member must request restoration of the position within ninety (90) days of receiving an honorable discharge from the armed services or the position shall be declared vacant. Nothing contained in this subsection shall obligate the City to pay a member who is on military leave of absence.

(3) The term "armed forces of the United Sates" shall be deemed to include such services as designated by the Congress of the United States.

(4) Nothing contained in this subsection shall obligate the City to re-employ a member whose accumulative absence for military service exceeds five (5) years.

(5) This subsection shall be interpreted and applied in a manner consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. §43.01 *et seq.* and/or Section 5923.05 of the Ohio Revised Code, as applicable.

ARTICLE 16 INSURANCE

16.01 Effective January 1, 2025 through December 31, 2027. The Employer shall continue to provide employee health insurance which shall be selected by the Employer. The Employer shall have the right to change insurance carriers or coverage so long as the employees retain similar (no increase in employee contribution) coverage. Employees will be eligible for insurance coverage after ninety (90) days from date of hire.

16.02 In case an employee is absent from work due to layoff or leave of absence, the Employer will not be obligated to pay for insurance coverage beyond the end of the month in which such action begins.

16.03 In the case of an employee's absence from work due to illness or injury which is not the result of his work, the City will pay for his insurance for a period of ninety (90) days after sick time terminates. When such employee is returned to work, his insurance will commence the first of the month following his return to work.

16.04 Effective January 1, 2014, all employees under the City's plan are required to contribute ten percent (10%) towards the employee's total premium per month, per pay period. The per month payment would be applicable regardless of another alternative plan selected by the employee or whether the employee selects single or family coverage. Effective July 1, 2014, employees are required to contribute towards the total premium of the plan per month as follows:

	2025	2026	2027
Plan 1	16%	16%	16%
Plan 2	16%	16%	16%
Plan 3	12%	12%	12%

The above employee contributions will remain the same unless one year's average annual premiums increase 10 percent (10%) or more in which case all of the above employee contributions shall be increased by one percent (1%). The additional one percent (1%) increase to employee contributions would not occur more than one time during a three year period.

Effective January 1, 2019, seventeen percent (17%) for employees NOT in the Wellness Program – for each Plan.

Any new employee hired after January 1, 2015, shall pay sixteen percent (16%) towards the premium per month for any plan selected beginning January 1, 2019, unless NOT in wellness program.

16.05 In the event an Employee resigns or is terminated, the Employee will be required to make the Employer whole in the amounts owed by the Employee for premium contribution pursuant to the City's election procedure. This amount will be deducted from the Employee's final paycheck from the City.

16.06 The City agrees to provide the following insurance:

Major Dental Program

Prescription Drug Service Program
Vision Care Program
Flexible Spending Plan beginning in 1999

16.07 The City will provide Major Medical coverage for the employees in the following manner:

A. Single Coverage: $50.00 Deductible and $50.00 co-insurance payments when using providers in-network. $100.00 Deductible and $150.00 co-insurance payments when using non-network providers.
B. Family Coverage: $100.00 Deductible and $100.00 co-insurance payments when using providers in-network. $200.00 Deductible and $300.00 co-insurance payments when using non-network providers.

16.08 An employee may decline the use of the City's hospitalization, surgical and major medical plans if satisfactory proof is submitted and accepted by the City that the employee is covered by an adequate hospitalization plan. An employee's spouse (if applicable) must also agree to this provision. The City will pay the employee $1,500 for requesting to be completely removed from the City's hospitalization plan, or pay the employee $600 for changing from a family plan to a single plan. Payments for dropping or reducing the above coverage will be based on the number of months the coverage is not used and based on the date Administrative Services is notified of the opting out. In the event spouses are employed by the City, there shall be only one (1) family plan. Payment shall be made once annually by October 31st.

16.09 The City will provide $1,000 Life Insurance for every $1,000 in employee's base pay. The City will round the coverage to the next highest $10,000 value i.e., $64,000 base hourly pay = $70,000.

ARTICLE 17 LONGEVITY

17.01 In addition to such annual salary, employees shall receive yearly longevity pay in accordance with the following schedule, and subject to the following terms and conditions:

17.02 Employees shall be eligible for Longevity Pay of the amount shown on said schedule on a calendar year basis. The Year 2015 will be the conversion year from anniversary date to calendar year. Only continuous years of service as an employee for

the City shall be used in determining the eligibility for the Longevity pay. Payments are to be made one time annually by October 31st of each year.

YEARS OF CONTINUOUS SERVICE COMPLETED	2025	2026	2027
0-3	N/A	N/A	
4-5	$ 300.00	$ 300.00	$ 300.00
6-7	$ 500.00	$ 500.00	$ 500.00
8-9	$ 700.00	$ 700.00	$ 700.00
10-11	$1,000.00	$1,000.00	$ 1,000.00
12-13	$1,200.00	$1,200.00	$1,200.00
14-15	$1,400.00	$1,400.00	$1,400.00
16-17	$1,600.00	$1,600.00	$1,600.00
18-19	$1,800.00	$1,800.00	$1,800.00
20-21	$2,200.00	$2,200.00	$2,200.00
22	$2,400.00	$2,400.00	$2,400.00
23	$2,600.00	$2,600.00	$2,600.00
24	$2,800.00	$2,800.00	$ 2,800.00
25	$3,000.00	$3,000.00	$ 3,000.00
26	$3,100.00	$3,100.00	$ 3,100.00
27	$3,200.00	$3,200.00	$ 3,200.00
28	$3,300.00	$3,300.00	$ 3,300.00
29	$3,400.00	$3,400.00	$ 3,400.00
30	$3,500.00	$3,500.00	$ 3,500.00

($2,500.00 added to longevity for the 2022 year only and then revert back to previous schedule.)

ARTICLE 18 **WAGES**

18.01 The following pay rates shall apply to Patrolmen:

(*The following hourly rates reflect an increase of 4.00% for the year 2025, 4.00% for the year 2026, and 3.00% for the year 2027*

Year	Start	1 year	2 year	3 year	4 year
2025	$28.94	$32.10	$34.73	$38.02	$41.52
2026	$30.10	$33.39	$36.11	$39.54	$43.18

2027	$31.00	$34.39	$37.20	$40.73	$44.47

18.02 Any shift in which a Sergeant is not working, the Police Chief shall designate the shift commander. The employee designated shall assume the duties of Sergeant, and shall receive the pay rate of senior sergeant for all hours worked as Officer-in-Charge.

18.03 Employees will be eligible for merit raises after completion of required time in grade and recommendation from their superior officer. No employee shall be permitted to take an advancement test unless he or she has obtained the final merit step in rate.

18.04 In addition, all employees hired after January 1, 1976, or entering into a new classification within the Police Department, shall be subject to a merit review before receiving any increase in pay. [A 3.0 average (A=4, B=3, C=2, D=1, U=0) will be necessary on the evaluation form before any merit increase will be awarded.] A merit review will be held prior to the employee's scheduled date for merit raise increase.

18.05 The City will pay each Patrol Officer the following additional rate per hour in addition to compensation to which they are entitled to under this Agreement:

Afternoon Shift	Night Shift
4:00 p.m. to Midnight	Midnight to 8:00 a.m.
$1.10	$1.95

18.06 Any Patrol Officer working during any part or portion of either the afternoon or the night shift as set forth within this Article, shall be entitled to shift differential for and based upon the actual number of hours worked during either the afternoon shift or the evening shift.

18.07 Conversely, any employee working from the evening shifts into the morning shift shall not be entitled to shift differential for hours worked in the morning shift (8:00 a.m. to 4:00 p.m.).

18.08 Whenever possible, a sergeant or other ranking officer shall be scheduled for shift supervision. If a sergeant or ranking officer is not available due to vacations, personal days, compensatory days, schools or special details, etc., then a Patrol Officer OIC will be assigned from those who have volunteered to be an OIC and have completed the OIC training program approved by the Chief of Police or his designee.

18.09 When a ranking Police Officer, sergeant or voluntary Patrol Officer OIC is not available, the Chief of Police or his designee, may appoint a non-voluntary Patrol Officer as a shift supervisor.

18.10 A field training officer (FTO) will receive pay at the Senior Sergeant's rate of pay for hours worked as a Field Training Officer.

ARTICLE 19 POLICE & FIRE DISABILITY AND PENSION FUND

19.01 The City will maintain the Police and Firemen's Disability and Pension System.

19.02 The City will pay the Employee's retirement contribution up to a maximum amount of 12.25%.

19.03 An optional ICMA or PERS deferred compensation retirement plan will be provided.

ARTICLE 20 LAY-OFF AND RECALL

20.01 Layoffs, reduction in force and recalls shall be pursuant to the established seniority list within each classification of least seniority laid off first.

ARTICLE 21 CRITICAL INCIDENTS

21.01 Critical Incident Time Off: Any officer who uses deadly force will be released from duty and paid at his/her regular hourly rate for a period of forty (40) hours, following the date that such deadly force was used. Such time off will not affect the employee's sick leave balances. While on such leave, officers must remain available for official department interviews, fitness for duty evaluations and statements regarding the incident.

21.02 In cases of other extremely violent and/ or extremely despondent incidents, the employer may, in its sole discretion, allow an employee reasonable time off without affecting sick leave balances.

21.03 The Critical Incident Response Service is a free and confidential

program available to all FOP members by calling (800)367-6524, contacting the F.O.P. or one of the local C.I.R.S. representatives. The goal of the confidential program is to provide services that will mitigate or lessen the impact of the effects of critical incident stress, and to accelerate the recovery following a traumatic event. Examples of critical incidents include but not limited to:

Line of Duty Death
Serious Line of Duty Injury
Suicide of Co-Worker
Multi Casualty Incident
Police Shooting that Results to Serious injury or Death
Death or Violence to a Child
A Prolonged event with Negative Results
Incident with Extensive Media Coverage
Knowing the Victim of the Event
Incident Charged with Profound Emotion
Death of a Co-Worker

If time off is given to the Officer as a result of Section 21.01, Section 21.02 or from the non- exhaustive examples of critical incidences listed in Section 21.03, the Officer MUST call or attend at least one Mental Health Wellness meeting with the option to call or attend more meetings for emotional support, healing and growth.

ARTICLE 22 LINE OF DUTY INJURY LEAVE

22.01 A full-time Employee's absence from work is necessitated because of an illness or injury that occurred while on the job with the City and said illness or injury is compensable under the Ohio Worker's Compensation Law, and the injured Employee is temporarily and totally disabled for a period exceeding seven (7) calendar days, injury leave may be granted at the discretion of the City Manager/Safety Director, or his/her designee, for a period of time not to exceed ninety (90) calendar days.

22.02 Such leave may be granted by the City Manager/Safety Director, or his/her designee, based upon the recommendation of the employee's Department/Division Head and upon submittal by the Employee of a statement from a licensed physician justifying that the employee is unable to return to full work status due to the injury/illness.

22.03 If at the end of this ninety (90) calendar day period the Employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional

ninety (90) calendar day period or portion thereof.

22.04 Such leave shall not be charged against the Employee's sick leave balance unless it is determined that the illness or injury is a non-work related illness or injury and is not compensable under Ohio Worker's Compensation Law. Should payments be made by the Employer to an Employee for an injury that is subsequently found to be a non-compensable injury, such payments made by the Employer shall be deducted from the Employee's accumulated leave credits (e.g., sick leave, vacation, etc.) or payroll deduction.

22.05 In order to be eligible for injury leave, the Employee must report the illness/injury to his/her supervisor within twenty-four (24) hours of the incident giving rise to the illness/injury.

22.06 Time off during paid injury leave shall count towards service credit and vacation accruals. There shall be no accrual of sick leave credit while being paid injury leave.

22.07 The Employer shall have the right to require the Employee to have a physical exam by a physician appointed and paid for by the Employer.

22.08 When receiving injury leave pay, the Employee shall sign off and refund the City any loss of time compensation received under Ohio Worker's Compensation for such time an Employee is paid injury leave.

22.09 Any Employee who receives a paid leave under this Article shall not be entitled nor will apply for either temporary total disability or permanent and total disability benefits under Ohio Worker's Compensation Laws. This provision does not prohibit an employee from receiving other available worker's compensation benefits. If an employee received either temporary total disability or permanent and total disability while receiving injury wage continuation benefits under this section, the employee agrees to reimburse the City for all sums in excess of what the employee received under this section.

22.10 An Employee on injury leave or receiving temporary total compensation through Worker's Compensation or similar self-funded program as a result of an on duty injury, may be required to return to work in a transitional work assignment as determined by the Employer. Such assignments will be for cases that are temporary in nature and will take into consideration any limitations placed on the Employee by the attending physician.

22.11 The injury leave pay set forth in this Article is cumulative for the duration of this Agreement in regard to the injury, i.e., successive "injuries" to the same body part(s) shall not constitute separate injuries and all related Worker's Compensation and related claims to the same or similar body parts shall be construed as one (1) injury and eligible for total leave time under this Article.

ARTICLE 23 WELLNESS

23.01 The Union and the Administration desire to promote health and fitness for its employees.

23.02 A Wellness Program has been designed with certain criteria. It is the responsibility of each employee who wishes to participate in the program to comply with all criteria required in order to receive the wellness payment. There will no longer be a nicotine mandate or fitness test associated with Wellness. A report will be received from a Third Party Administrator as to who has complied with the required criteria.

2025	2026	2027
$800	$800	$800

Five (5) out of the five (5) following criteria will be required beginning in 2020 for successful completion of the Wellness Program. Health Risk Assessment, Tobacco Certification, Physical, Biometric Screening and Lunch and Learn. The Union and Health Care Committee will have input into the required criteria for future contracts. If no mutual agreement is reached for 2019, the above listed five (5) criteria will remain.

23.03 Participation or lack of participation in the program will not be held in a punitive nature against any employee.

23.04 In order for $250 Spousal Stipend to be received, the employee with family medical insurance coverage must have his/her spouse as a covered person in the City Medical Insurance Plan and the spouse participates and completes the Be Well Solutions yearly physical and yearly biometrics screening. Once the employee's spouse successfully completes the requirements , the employee will receive the annual stipend for his/her spouse. If the spouses are employed by the City, the spouses can only qualify for ONE

wellness stipend from this article.

ARTICLE 24 **PERFORMANCE EVALUATIONS**

24.01 As defined by the Chief of Police.

ARTICLE 25 **USE OF CITY VEHICLES**

25.01 All employees are subject to the Employer's Use of City Vehicles Policy and all amendments or revisions.

ARTICLE 26 This Article is meant to be left blank.

ARTICLE 27 **TOTAL AGREEMENT**

27.01 This Agreement represents the entire agreement between the Employer and the FOP and unless specifically 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.

ARTICLE 28 **OBLIGATION TO NEGOTIATE**

28.01 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.

28.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred

to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargained/negotiated and signed this Agreement. In the event an extension is approved by both parties of the existing contract, such extension shall set forth items to be negotiated.

ARTICLE 29 GENDER AND PLURAL

29.01 Any masculine term, as used herein, shall include the feminine and vice-versa.

ARTICLE 30 LABOR-MANAGEMENT COMMITTEE

30.01 In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter and on an agreeable day and time, the City Manager and/or Police chief shall meet with not more than three (3) representatives of the bargaining unit to discuss issues of mutual Labor/Management interest.

30.02 The party requesting such meeting shall furnish the agenda to the other party at least five (5) calendar days in advance of the scheduled meetings. The agenda, if provided by the FOP, shall include the names of the bargaining unit representatives who will be attending. The purpose of such meeting shall be to:

A) Discuss the Administration of this Agreement;

B) Notify the FOP of departmental policy and procedure changes made by the Chief of Police which affect the bargaining unit, including modifications to existing departmental rules and regulations;

C) Discuss grievances that have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;

D) Disseminate general information of interest to the parties;

E) Discuss ways to increase productivity and improvement of efficiency;

and

F) To consider and discuss health and safety matters relating to Employees working conditions

30.03 It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

ARTICLE 31 SEPARABILITY AND SAVINGS CLAUSE

31.01 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if in compliance with or enforcement of any article or section, should be restrained by such tribunal pending a final determination as to its validity.

31.02 The remainder of this Agreement, or the application of such article or section to persons or circumstances other than those as to which it has been invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

31.03 In the event any article or section is held invalid or enforcement of, or compliance with, which has been restricted as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the bargaining agent for the Police Division, for the purpose of arriving at a mutually satisfactory replacement. Either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this contract to the contrary.

ARTICLE 32 DURATION

32.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2025, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2027.

ARTICLE 33 DISCIPLINE

33.01 No employee shall be reduced in pay or position, suspended, fined, discharged or removed except for just cause.

33.02 Prior to any disciplinary suspension, demotion, or discharge taken against a regular employee the Employer shall serve a Notice of Discipline upon the employee which sets forth the acts for which discipline is being imposed and the proposed penalty. A copy of the Notice of Discipline form is attached to this Collective Bargaining Agreement. The Notice of Discipline served on the employee shall be accompanied by a written statement that:

1. The employee has a right to object by filing a grievance within five (5) calendar days of the Notice of Discipline and that such grievance shall be heard by the City Manager/Safety Director or his/her designee in accordance with Step 2 of the Grievance Procedure;

2. The Union may file an appeal of the City Manager/Safety Director's decision under the Grievance Procedure to arbitration that provides for a hearing by an independent arbitrator as its final step.

33.03 A suspension without pay, discharge, demotion or fine may be imposed concurrent with the decision of the City Manager/Safety Director or designee as set forth herein. The appeal before the City Manager/Safety Director or designee shall constitute the employee's pre-deprivation hearing.

ARTICLE 34 GRIEVANCE PROCEDURE

34.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances.

34.02 A grievance is a dispute or a difference between the Employer and the F.O.P., or between the Employer and the employee concerning the interpretation and/or application of and/or compliance with any specific provision of the Collective Bargaining Agreement. When any such grievance arises, the following procedure will be observed:

Step 1 An employee who has a grievance must submit it in writing to the Chief

within seven (7) calendar days after the occurrence of the events upon which his/her grievance is based. The grievance shall include the name and position of the grievant, the identity of the provisions of this Collective Bargaining Agreement involved in the grievance occurred, the time and place where the alleged events or conditions giving rise to the grievance, 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 grievance shall be signed and dated by the grievant and/or the F.O.P. representative. The Chief shall give his/her answer in writing within seven (7) calendar days after receiving the grievance to the grievant or the F.O.P. representative.

Step 2 If the grievance is not satisfactorily settled with the written decision at the conclusion of Step One, a written appeal of the decision may be filed with the City Manager/Safety Director within seven (7) calendar days from the date of the rendering of the decision at Step One. Copies of the written decisions shall be submitted with the appeal. The City Manager/Safety Director or his/her designee shall meet with the grievant and/or a representative of the F.O.P. within seven (7) calendar days after receipt of the appeal. The City Manager/Safety Director or his/her designee shall issue a written decision to the employee and F.O.P representative within seven (7) calendar days from the date of the meeting.

Step 3 In the event a grievance is unresolved after Step Two, then within ten (10) calendar days after the rendering of the decision at Step Two (City Manager/Safety Director level), the grievant may submit the grievance to arbitration. However, if the parties are unable to agree upon an arbitrator, when within five (5) calendar days the party wishing to proceed to arbitration shall request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Arbitrators must be certified from the Federal National Academy and the panel of Arbitrators shall be within a 125 mile radius from the City of Brunswick. The arbitrator shall be selected from the list using the alternate strike method.

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

The hearing or hearings shall be conducted pursuant to the “Rules of Voluntary Arbitration” of the American Arbitration Association or Federal Mediation and Conciliation Services (FMCS) Rules, if applicable.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be

borne by the parties losing the grievance. In the event the arbitrator renders a split decision by neither denying nor sustaining the grievance in full, the costs of the arbitration shall be split equally between the parties. 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.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by the Employer. Any request made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of employees in attendance adversely affect the normal operations of the department. This shall not be considered a "call in" and an employee shall only be paid for the time at the Hearing.

The parties shall attempt to schedule the arbitration hearing during the grievant's normal working hours. If the arbitration cannot be scheduled during working hours, the grievant shall be permitted to use compensatory time, vacation leave, or personal hours for all hours to attend the hearing.

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.

34.03 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer and the F.O.P., be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Collective Bargaining Agreement. Any grievance not timely processed by the Employer at any of the preceding steps may be immediately referred by the F.O.P. to the next level.

34.04 Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays, or City Hall Holidays.

34.05 An employee may present grievances and have them adjusted, without the intervention of a representative of the F.O.P., as long as the adjustment, if any, is not inconsistent with the terms of this Collective Bargaining Agreement.

34.06 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit

during the exercise of his/her rights as provided by the grievance and arbitration procedures herein contained.

ARTICLE 35 PURCHASE OF SERVICE WEAPON AT RETIREMENT

35.01 When a Patrol Officer is pensionable and chooses to retire, the retiree may purchase his duty issued firearm and badge for the cost of one dollar ($1.00). In the event the firearm is two (2) years or less from its issue, the Chief may, at his/her sole discretion, make an alternate firearm available for purchase.

35.02 Upon notification from a retiree of his/her request to purchase their firearm, a CCH check and CPO check shall be conducted.

35.03 The Chief of Police at his/her sole discretion may refuse to allow the sale of a service weapon to a retiree. This decision is final and may not be grieved.

ARTICLE 36 FAMILY MEDICAL LEAVE

36.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 (FMLA), and as set forth herein below.

36.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave. Any paid or unpaid leave shall be included in the computation of FMLA leave herein.

A. The birth of a son or daughter, and to care for the newborn child;

B. The placement with the employee of a son or daughter for adoption or foster care;

C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,

D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

36.03 The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

36.04 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

36.05 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

36.06 Eligible employees will be required to re-certify their request for FMLA leave every thirty (30) days.

36.07 Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

ARTICLE 37 LEAVE OF ABSENCE

37.01 The nature of police operations is such that attendance on the job is critical. Employees who do not maintain good attendance records can be subject to disciplinary action as per the Department Rules and Regulations. In unusual circumstances, however, employees are required to be away from their work for extended periods of time. If such a situation occurs, the City may make available the following Leave of Absence policies for employees who have been employed for more than six (6) continuous months:

1. MILITARY LEAVE: Employees drafted into the Armed Forces of the U.S. government, or otherwise conscripted by the Government, shall be granted a Leave of Absence for their duration with the Government. Upon termination of service with the Government, the employee shall be returned to work at his regular job with all his rights and privileges enjoyed including seniority accrued to the date of termination, provided he is able to do such work physically, and that he applied for reinstatement within ninety (90) day time limit specified in the Universal Military Training and Service Act.

2. LEAVE OF ABSENCE: Upon any written application, any employee who has been actively and continuously employed by the City for two (2) years may be granted a Leave of Absence without pay, for a period not to exceed sixty (60) days. Except in emergency situations, the employee must make application for such leave, at least two (2) weeks prior to the date leave is to commence. The City, in its discretion, can extend a Leave of Absence for a period not to exceed an additional sixty (60) days. Leave of Absence will be granted only where the requirements permit, except for actual emergencies. Employees securing Leave of Absence under false pretenses shall be discharged immediately. Employees granted a Leave of Absence shall notify their superior two (2) days in advance if

they desire to return to work before the expiration of Leave. A Leave of Absence not in excess of thirty (30) days shall be included as active and continuous employment for vacation purposes.

3. EMPLOYMENT WHILE ON LEAVE OF ABSENCE: Any employee who is on Leave of Absence and engages employment without the written consent of the City during the time he is on such Leave of Absence, shall lose his seniority and/or be subject to discharge.

ARTICLE 38 COURT TIME

38.01 Off duty Patrol Officers subpoenaed or notified of a need to appear in court (court time shall be defined and applies only to court appearances as a result of subpoenas or schedules generated by court officials or personnel) as a witness for Police related testimony shall be paid full-time pay* for the time he is required to appear. When such appearance is requested, he shall receive a minimum of four (4) hours pay on a scheduled workday or on a scheduled day off. Payment shall be made under the guidelines of the Fair Labor Standards Act with regard to overtime pay. He need not be required to work these hours. Additional court cases on the same workday or scheduled day off will be paid as follows:

1. Same four (4) hour time frame will be considered already paid.
2. Cases that go beyond the four (4) hours will be paid under the normal Division overtime guidelines.

If a Patrol Officer is not notified within twenty-four (24) hours prior to their scheduled court appearance that their appearance is not required, the Patrol Officer shall receive a minimum of two (2) hours pay at the overtime rate.

*__Full Time Pay__: Full time pay is a Patrol Officer's regular rate of pay. No overtime premium will be paid for any court time hours worked or paid unless hours worked in a regular work week exceed forty (40) hours.

ARTICLE 39 RECREATION CENTER MEMBERSHIP

39.01 A single membership to the Brunswick Community Recreation and Fitness will be offered to Patrol Officers. Employees deciding to accept the membership will be required to sign up for the benefit. This membership is not mandatory nor is it automatic.

If a single membership is accepted, the value of this membership will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

39.02 If an employee chooses to enroll in a family membership, the single membership amount will be deducted from the total family amount. The employee would be required to pay the difference between the single and family membership. The single membership amount will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

ARTICLE 40 ANNUAL PERSONAL DAYS

40.01 Patrol Officers will be entitled to ten (10) annual personal days off. The use of these personal days will not count against sick time. These days were formerly referred to as stress days.

40.02 Scheduling for these days off will be at the discretion of the Chief of Police or his designee.

ARTICLE 41 UNIFORM AND EQUIPMENT ALLOWANCE

41.01 The City agrees to pay each calendar year to each Police Officer who has been on active duty for the past year, a uniform and equipment replacement allowance as follows:

2025	2026	2027
$1,150	$1,150	$1,150

In order to utilize this benefit, the officer must use a City of Brunswick purchase order. A maximum of One Hundred Dollars ($100.00) may be carried over into the next calendar year for the purchase of body armor. Any carried forward monies must be used by November 1st of the following year. Any dollars to be carried forward into the next year must be declared in writing to the Chief, or his designee, by November 30. If no notice is given by November 30, or monies that were carried forward were not used by November 1st, they will automatically be forfeited by the employee and so designated by the Finance Department.

41.02 The City will purchase Body Armor for each Patrol Officer every five (5) years or when rendered ineffective in the line of duty as follows:

2025	2026	2027
$2,400	$2,600	$2,600

41.03 At the discretion of the Range Officer, officers will pay for grips and general upkeep of their weapons out of their uniform and equipment allowance.

41.04 The City will pay for weapon repair due to accidental damage or normal wear and tear.

41.05 The City will allow a three (3) man committee to review the present limitations imposed upon uniform and equipment purchases, but the final selection of articles allowed to be purchased is a management prerogative and will not be relinquished.

41.06 The City will provide Patrol Officers fifty-two (52) rounds of fresh ammunition annually, and C.S. spray (chemical spray) after two (2) uses, or four (4) years, or manufacturer's expiration date. Old ammunition will be returned to Range Officer and exchanged for fresh ammunition annually.

41.07 Each newly hired/probationary Patrol Officer hired by the City shall, on the first day of January of each year, be entitled to a pro-rata portion of the uniform and equipment allowance based upon the number of months served in the capacity of probationary Patrol Officer prior to January 1st. (e.g., a probationary Patrol Officer hired September 1st of any year would, on January 1st of the next year, be entitled to four (4) months (one-third) of the full uniform and equipment allowance provided for in this agreement.

ARTICLE 42 PART-TIME RESPONSIBILITIES

42.01 The paid part-time Patrol Officers primary function would be to work the following details:

1. Mayor's Court
2. Parades
3. Brunswick Summer Celebration
4. Traffic Control at Weigh Station

5. Jailers
6. Diversion
7. Prisoner Transport

42.02 The paid part-time unit could also supplement the full-time unit on general patrol. Part-time Patrol Officers would aid and assist full-time Patrol Officers during peak activity periods.

42.03 Since it is not the intent to detract from full-time Patrol Officer's potential for overtime, part-time officers would not be scheduled to "cover" for sick days, vacations, personal days, and any other shift coverage, until all full-time Patrol Officers (by seniority) are afforded the opportunity to fill manpower needs.

42.04 In the event of a need for a layoff, part-time employees shall be laid off prior to full-time employees.

ARTICLE 43 POLYGRAPH

43.01 If an officer is required to take a polygraph test due to charges brought from an outside source, that individual making the charge will first be required to take a polygraph. If the individual making the charge is found to be lying, the City will attempt to prosecute.

43.02 If the charge is from an internal investigation, the Patrol Officer may be required to submit to a polygraph.

43.03 If the polygraph indicates the Patrol Officer is not truthful, a second polygraph will be given to our Patrol Officer.

ARTICLE 44 EMPLOYEE RIGHTS

44.01 A Police Officer has the right to have a Shift Sergeant present at the time he is being suspended or discharged from his employment.

44.02 Disciplinary actions that are more than five (5) years old, shall, upon the request of the employee, be removed from his/her personnel file and be expunged.

44.03 In cases where suspensions are not immediate, the City will make a suspension effective ten (10) days after it is presented to the employee and the Civil Service Commission. In this case, the suspension will not be served until after a ten (10) day period; or after an employee has filed an appeal and a decision is rendered by an arbitrator.

44.04 An employee who is suspended from work without pay may request to take the suspension discipline in the form of additional working days without pay. The additional working days, without pay, shall be at the sole discretion of the Chief. If the employee agrees to accept the working days without pay, he shall waive all of his rights to a Civil Service Hearing.

44.05 The City will provide an employee bulletin board.

44.06 The City will post a current seniority list.

44.07 Employees shall have the right to appeal a written reprimand to the City Manager/Safety Director.

44.08 Disciplinary action taken by the employer shall be only for just cause.

44.09 Non probationary employee, who is disciplined, shall be given written notice regarding the reason for the disciplinary action.

ARTICLE 45 EXTRA WORK DETAIL

45.01 All extra work will be assigned to full time Police Officers first.

ARTICLE 46 RETENTION OF PREVIOUS BENEFITS

46.01 The City is willing to continue to provide the following benefits as long as they are available:

1. Indemnification of Employees
2. False Arrest Insurance
3. Employee Bond
4. Jury Duty Pay
5. Employees engaged in City business outside the Municipality shall be reimbursed for the actual cost of meals and lodging or any other items covered by ordinance.

ARTICLE 47 **PROFESSIONAL PAY**

47.01 In order to encourage continuing professional training and proficiency, all employees who undertake training and are granted accreditation or certification in the following six fields:

Hold an OPOTA Certification
Firearm Proficiency
LEADS Certification
CPR Certification
AED Certification
Narcan or Similar Drug Administration

An annual professional wage supplement shall be paid as follows:

2025	2026	2027
$3,900	$3,900	$3,900

The above amounts shall be paid provided, however, that such employees shall maintain such accreditation or certification in each field respectively under professional guidelines and requirements established by the State of Ohio or the Chief of Police for the City of Brunswick. Payment to be in the form of a check by October 31st.

ARTICLE 48 **TRAVEL TIME**

48.01 Any Employee who is required to attend outside training, the travel time to and from class may be included in hours worked. Inclusion of travel time as hours worked shall be at the discretion of the Police Chief and relative to Division goals.

ARTICLE 49 **WAIVER IN CASE OF EMERGENCY**

49.01 In cases of emergency publicly declared by the President of the United States, the Governor of the State of Ohio, the City Manager, the Federal or State Legislature, such as acts of God, natural disasters, or acts of terrorism, the following conditions of this Agreement shall automatically be suspended.

A. Time limits for Management or Union's replies on grievances.

49.02 Upon termination of the emergency, should valid grievances exist, they shall be processed, in accordance within the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which the grievance had properly progressed.

ARTICLE 50 **EXECUTION**

50.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 20___.

FOR THE UNION:

_____
Patrol Officer Tadeusz Kiernozek

_____
Patrol Officer Jeremy Puhac

_____
Patrol Officer Dominick DeMedal

_____
Patrol Officer Austin Zubko

_____
Attorney for F.O.P.Brian Smith, ESQ.

FOR THE EMPLOYER:

_____
Carl S. DeForest
City Manager/Safety Director

DIRECTOR OF FINANCE CERTIFICATE

I, Todd Fischer, Finance Director, hereby certify that sufficient funds are in the City Treasury, or in the process of collection, to the credit of the proper fund, free of any outstanding encumbrances or obligations. This Certificate is approved based on current information.

_____

Todd R. Fischer
Finance Director

NOTICE OF DISCIPLINARY ACTION

TO: _____

FROM: _____

DATE: _____

SUBJECT: **Proposed Disciplinary Action**

You are hereby notified that the Chief of Police (Employer) proposed to take the following disciplinary action against you:

_____

_____

_____

_____

_____

_____

_____

_____

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read your Collective Bargaining Agreement regarding those rights.

_____

Chief of Police

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

This form must be returned within five (5) days to the Chief of Police if you want to appeal the proposed disciplinary action.

_____ I AGREE with and ACCEPT the proposed discipline.

_____ I wish to APPEAL the proposed discipline for the following reasons:

_____

_____

_____

_____

_____

_____

_____

_____

_____

(If more space is needed, attached extra sheets of paper)

Signature: _____ Date: _____

Approved: _____ Date: _____
Chief of Police

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the Collective Bargaining Agreement you have rights as listed below. Please read these rights thoroughly before you agree or disagree with any proposed disciplinary action.

If, after reading your rights and discussing the matter with your Union Representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Chief of Police.

If you disagree with the discipline, you should state your reasons in writing in the space provided and return the form to the Chief of Police within five (5) calendar days of receipt of the Notice of Discipline.

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.

2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) calendar days of receipt of the proposed discipline with the City Manager/Safety Director.

3. If you file your objection, the City Manager/Safety Director will schedule a formal meeting within seven (7) calendar days of receipt of this form to discuss the matter. You may have representation at this meeting.

4. The City Manager/Safety Director will report his/her decision within seven (7) calendar days following the close of the hearing.

5. You will have ten (10) calendar days after receipt of the City Manager/Safety Director's decision in which to appeal the decision pursuant to the final step of the Grievance Procedure.

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/10/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Gia D'Amico

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 20-2025 -** An ordinance accepting the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Sergeants) for a period of three (3) years effective January 1, 2025 through December 31, 2027. - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest*)

BACKGROUND: The previous Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Sergeants) expired on December 31, 2024; The City of Brunswick and the Fraternal Order of Police Lodge #15 (Sergeants) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027.

PURPOSE AND EXPLANATION: To provide wages and benefits for union employees.

IMPLEMENTATION SCHEDULE: Ordinance shall take effect and be in force from and after the earliest period allowed by law.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Costs associated with the Collective Bargaining Agreement are required to be appropriated by the Council in order to be paid. This newly proposed agreement will need to be analyzed and compared to the original 2025 budget during the reading process. If additional appropriation amendments appear to become necessary, additional legislation and discussions will need to take place. The 2026 and 2027 budgets will be compiled at a later date and will follow the requirements of budgetary laws contained in the City Charter and ORC Section 5705.

RECOMMENDED ACTION:

One Reading	No
Two Readings	No

Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 20-2025

BY: Committee-of-the-Whole

AN ORDINANCE ACCEPTING THE COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE LODGE #15 (SERGEANTS) FOR A PERIOD OF THREE (3) YEARS EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2027.

WHEREAS: The previous Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Sergeants) expired on December 31, 2024; and

WHEREAS: The City of Brunswick and the Fraternal Order of Police Lodge #15 (Sergeants) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the Council of the City of Brunswick hereby accepts the Collective Bargaining Agreement with the Fraternal Order of Police Lodge #15 (Sergeants) for a period of three (3) years effective January 1, 2025 through December 31, 2027, as attached hereto as Exhibit "A".

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

AN AGREEMENT

between

THE CITY OF BRUNSWICK, OHIO

and

FRATERNAL ORDER OF POLICE LODGE #15

S E R G E A N T S

Effective January 1, 2025 through December 31, 2027

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ARTICLE 1 **PREAMBLE**

1.01 This Agreement is by and between the City of Brunswick, hereinafter referred to as the "City" or the "Employer" and the Fraternal Order of Police Lodge #15, representing Sergeants, hereinafter referred to as the "FOP".

1.02 Whereas, a majority of the employees of the Police Department have designated the FOP to negotiate with the City on behalf of the Sergeants regarding the terms and conditions of their employment; and,

1.03 Whereas, the parties, through their designated representatives, have bargained collectively regarding wages and other conditions of employment; and,

1.04 Whereas, said FOP and the City have reached a meeting of the minds on all of the terms and conditions of a collective bargaining agreement.

1.05 Now therefore, this Contract, in consideration of the mutual promises and in consideration of the following agreements by and between the City of Brunswick and said FOP, do hereby agree with each other as follows:

ARTICLE 2 This Article is meant to be left blank.

ARTICLE 3 **MANAGEMENT RIGHTS**

3.01 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 for just cause; 2) determine the number of persons required to be employed, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to and 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 and quantity 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) 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; 14) terminate or eliminate all or any part of its work or facilities; 15) evaluate employees.

3.02 All members of the Bargaining Unit will be subject to a physical examination at the discretion of the City. Such physical examination will be made by a physician or physicians designated and paid by the City.

3.03 In addition, the Union 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 and shall not be subject to the grievance procedure herein contained.

ARTICLE 4 RECOGNITION

4.01 The Employer hereby recognizes the Fraternal Order of Police, Lodge #15 (Sergeants) as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, for all full-time employees in the Division of Police employed in the job classification as Sergeants, excluding all part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE 5 NON-DISCRIMINATION

5.01 Neither the City nor the organization representing the employees shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, color, creed, age, sex, handicap or national origin.

ARTICLE 6 DUES DEDUCTIONS

6.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Fraternal Order of Police, Lodge #15, and regular monthly Fraternal Order of Police, Lode #15, dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. No new authorization forms will be required from any employees in the City of Brunswick for whom the Employer is currently deducting dues.

6.02 The initiation fee, dues or assessments so deducted shall be in the amounts established by the Fraternal Order of Police, Lodge #15 from time to time in accordance with its Constitution and Bylaws. The Fraternal Order of Police, Lodge #15 shall certify to the Employer the amounts due and owing from the employees involved. Initiation fee to be deducted in two payments.

6.03 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 Fraternal Order of Police, Lodge #15, within thirty (30) days from the date of making said deductions.

6.04 The Fraternal Order of Police, Lodge #15, 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 Fraternal Order of Police, Lodge #15, shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 7 This Article is meant to be left blank.

ARTICLE 8 **NO-STRIKE**

8.01 All work stoppage shall result in the loss of two (2) days pay for each day's loss of work.

ARTICLE 9 **PROBATIONARY PERIOD**

9.01 All promoted employees will be required to serve a probationary period of one (1) year. All promoted employees, starting their employment on the same day shall be assigned seniority according to their Civil Service grade received, (i.e., highest grade receives highest seniority; second highest grade, second highest seniority, etc.) In all other cases, seniority shall be assigned according to the date the individual starts his/her position. A probationary Employee may be reduced in rank during the probationary period at the sole discretion of the City. If such Employee is retained beyond the probationary period, he shall immediately thereafter be classified as a regular Employee.

ARTICLE 10 WORK WEEK AND HOUR REGULATIONS

10.01 The normal work week for Employees covered by the Agreement shall be forty (40) hours per week. Attendance at Police Department meetings will be considered as hours worked.

10.02 No employee shall be justified or warranted without valid reason to refuse to work overtime in any week or on any day (when there is an emergency- an emergency to be defined by the Chief of Police or his designee, or OIC) or for range training, with the understanding that the employee will be entitled to overtime pay.

10.03 A Supervisor called back to work before or after his/her regular shift will be paid a minimum of four (4) hours for each such call back. It is recognized that this provision does not apply to an employee who works overtime immediately before or immediately after his/her regular shift.

10.03(a) "Immediately before" shall be defined as arriving one (1) hour (60 minutes) prior to the start of the officer's shift, and "immediately after" shall be defined as right after the officer leaves the station following his or her shift; so that, an officer called in for call back work and arriving at the station less than one (1) hour (60 minutes) prior to the start of his or her shift shall receive overtime for the minutes at work. An officer called in for call back work and arriving at the station before one (1) hour (60 minutes) before his or her shift shall receive four (4) hours of overtime, and an officer called in after leaving the station following his or her shift shall receive four (4) hours of overtime. This section includes all non-scheduled police related activities where an officer is called in to work. Non-scheduled shall be defined as officers being given less than twenty-four hour notice of a call in or if the officer is working a full shift during that twenty-four hour period prior to the shift in question, notification shall be considered non-scheduled if made after the end of that shift.

10.03(b) An officer responding to a call back, as defined above, will perform the duty for which that officer was called in to perform. Once the officer has completed the duty for which he or she was called in, the officer shall immediately return to off-duty status. This Section shall not be construed to interfere with the Police Chief's ability to assign overtime under Article 10, Section 10.02. Further, this Section shall not be construed to prohibit the Police Chief and the Union or individual officers from entering into specific written agreement(s) to suit individual officers and Police Division needs.

10.03(c) The only exception to the above mentioned call in would be in the case where due to Sergeant error or omission, a Sergeant is required to respond to work to fix a time sensitive issue. In that case, the Sergeant would only be entitled to be compensated for actual time worked.

10.04 The work schedule shall be prepared normally in a five (5) week schedule, and posted a minimum of seven (7) days before the effective schedule date. It is recognized that absences or unexpected coverage requirements may require changes in individual shifts.

10.05 All hours worked beyond forty (40) in a seven (7) day period, shall be paid at 1-1/2 times an officer's regular rate of pay. Personal, vacation, bereavement and compensatory days will be considered as a day worked for overtime purposes. Hours worked shall be governed by the Fair Labor Standards Act.

10.06 Employees may elect to take compensatory time in lieu of premium pay for overtime worked at the sole discretion of the Police Chief or his designee. Such compensatory time shall be earned at a rate commensurate to the applicable hourly overtime rate.

10.07 Any Employee who is required to attend outside training, the travel time to and from class may be included in hours worked. Inclusion of travel time as hours worked shall be at the discretion of the Police Chief and relative to Division goals.

10.08 Maximum accrual of compensatory leave shall not exceed One Hundred Eighty (180) hours at any one time.

A. For each employee, the City will pay eligible comp hours earned as of the last work day of the first payroll period ending in November. Finance will provide employees with their available balance in November. Employees must have their comp carryover selection to Payroll, in writing, no later than fourteen (14) days after notification of balance by Finance. If written carryover selection is not received by Payroll by the previously mentioned deadline, any balance up to the maximum amount of sixty-four (64) hours will be automatically carried forward. Any hours over the carryover amount will be paid accordingly. Payment will occur as early as practically possible, but no later than December 20. Accumulation of compensatory time will begin on the first day after the first payroll period ending in November and continue for 365 days. Hours paid shall be at the employee's current rate of pay as of the last work day of the last payroll period ending in November.

B. When an employee has accrued the maximum compensatory time off of one hundred eighty (180) hours, all overtime worked shall be paid at the applicable rate.

C. Compensatory time may be taken in less than eight (8) hour blocks in accordance with the FLSA standards.

10.09 Sergeants may change days off, duty days, schedule rotation or switch duty days with another sergeant with the approval of the Police Chief or his/her designee.

10.10 Shift bidding will be based on seniority. Sergeants will be ranked in order of seniority, with the list taking into account time since being promoted. For shift coverage, the senior Sergeant on the preceding and/or succeeding shift, shall be the first to be asked for overtime. If a call-in is necessary, the senior Sergeant shall be called first for shift coverage.

10.11 Any type of day off taken by a Sergeant (personal, sick, compensatory, vacation, etc.) will be covered by a Sergeant who will be paid their choice of overtime or compensatory time. If for any reason a Sergeant can't cover a shift, refer to Article 10.12.

10.12 Sergeants will be given the first right of refusal for overtime instead of using Patrol OIC, with the only exception being the scheduling of the Patrol OIC done at the initial scheduling time in order to cover a shift when a Sergeant would not be available, or at a time that is mutually agreed upon by the Sergeants and Administration.

ARTICLE 11 HOLIDAYS

11.01 Employees will receive seven (7) holidays as listed below.

1. New Year's Day
2. Easter
3. Memorial Day
4. July 4th
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

11.02 Sergeants who work on their regularly scheduled day, when it falls on a holiday, shall receive double their normal day's pay plus a day's pay for the holiday.

11.03 Sergeants, who are not scheduled to work on an above-listed holiday, shall receive eight (8) hours pay at their regular rate. It is further understood that additional holidays shall not be subject of further bargaining in other subsequent contracts.

ARTICLE 12 VACATIONS

12.01 Eligible Employees covered by this Agreement shall be entitled to weekly paid vacation, at their regular weekly rate, in accordance with the following schedule:

Upon completion of	VACATION
One (1) year but less than five (5) years	2 weeks
Five (5) years but less than eleven (11) years	3 weeks
Eleven (11) years but less than Fifteen (15) years	4 weeks
Fifteen (15) years but less than twenty -five (25) years	5 weeks
Twenty- five (25) years or more	6 weeks

12.02 Minimum of two (2) weeks' vacation needs to be scheduled in one (1) week increments. All other vacation time may be used at the Sergeant's discretion in one (1) hour increments.

12.03 In the event an employee with one or more years of service is absent for any reason, he/she shall be eligible for full vacation pay as long as, in the eligibility years his/her days absent do not exceed the sick days for which he/she is eligible, and is for any reason other than the occupational injury, vacation pay will be reduced by the equivalent days absent in the year after sick leave is terminated. This provision does not apply to vacation days earned in the previous year.

12.04 Each employee will be granted vacation based on the number of years of service at their anniversary date. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). No pay will be issued in lieu of vacation.

12.05 An employee shall be deemed to have earned his/her vacation pay as of his/her eligibility date, even though he/she does not take vacation or receive vacation pay at that time. Further, if the employee with one (1) or more years of service is terminated prior to his/her eligibility date, he/she shall receive vacation pay pro-rated in accordance with the number of months he had worked since his proceeding eligibility date.

12.05 (a) For the purpose of this provision only, an employee who is eligible to retire under the Ohio Police and Fire Pension Fund (i.e., is "pensionable"), such employee shall be permitted to utilize all remaining unused/unearned vacation in his/her year of retirement provided the employee notifies the Employer of his retirement with at least three (3) months' notice to the City prior to the retirement date [e.g., employee has six (6) weeks of vacation and uses one (1) week in February in the year of the retirement. The employee has five (5) vacation weeks remaining. The employee plans to retire July 1st. The employee may utilize his five (5) remaining weeks prior to July 1st provided such notice is given by April 1st without having to "pay back" the City for those weeks of vacation.] If three (3) months' notice is not given prior to retirement date, and the employee has used unearned vacation, the employee will be required to pay back the unearned portion of vacation that was taken. However, the Chief of Police may accept notification of less than three (3) months when considering mitigating factors. Denial of approval of less than three (3) months is not grievable. This will be done on a case- by- case basis. Such factors may include health or illness concerns, family situations, or future employment opportunities of the retiring employee.

12.06 If any employee quits his/her job without two (2) weeks written notice, or is discharged for just cause (except for medical reasons), he/she shall not receive his pro-rated vacation pay.

12.07 An employee, when taking a week's vacation, shall receive a minimum of nine (9) days off [five (5) days off vacation and four (4) scheduled days off] or a maximum eleven (11) days off [five (5) days of vacation and six (6) scheduled days off) in accordance with the operational needs, manpower limitations, of the Brunswick Division of Police.

12.08 Reasonable requests to extend the length of time in which any employee must utilize his/her vacation time will be considered but must be first approved by the Chief of Police, then by the City Manager/Safety Director. An approved request is then forwarded to Finance for verification and adjustment of balance.

ARTICLE 13 **SICK LEAVE**

13.01 Each employee will begin accumulating 4.6 hours per eighty (80) hours after the first month of hire.

13.02 In any case where an employee has accumulated four hundred and eighty (480) sick hours, provided for in above, in a given calendar year, and does not wish to further accumulate the sick hours, he/she is entitled to, for that year, as an incentive to said employee not to use the sick time beyond four hundred and eighty (480) hours, said employee may be reimbursed at the end of said year for sick time not used in excess of four hundred and eighty (480) hours at a rate of one-half (1/2)day's pay for each sick day not used. One half (1/2) day's pay shall be the individual's base hourly wage times one-half 1/2 the employee's normal work day hours. Payment of these hours shall be made by January 31st. Retroactive payment will not be made at any time.

13.03 An employee who is unable, by reason of sickness, injury, or disability to perform his/he duties, must call the Communication Center each day he/she is off, two (2) hours prior to the start of the afternoon or night shift, and one (1) hour prior to the start of the day shift. If he/she fails to call within these time limits prior to the start of his/her shift, he/she will be docked one (1) hour at his/her regular rate. After three (3) consecutive days on non-hospital sick leave, or ten (10) days (100 hours) of non-doctor certified sick leave, a medical professional certificate shall be presented by the employee in all instances. Sick leave should not be used for office visits or treatment which could be scheduled during non-working hours. A patterned use of sick leave or excessive use or abuse is sufficient grounds for disciplinary action.

13.04 If a Sergeant is involved in a shooting that results in death or serious injury to another person, that Sergeant shall immediately be referred to a professional medical health service (Psychologist, Psychiatrist or Medical Doctor) and that party will advise the Police Chief of necessary administrative action. The Sergeant may be given up to thirty (30) days paid Administrative Leave at the discretion of the Police Chief.

ARTICLE 14 BEREAVEMENT LEAVE

14.01 When an employee is absent due to death in his/her immediate family, he/she shall be paid a maximum of three (3) days earnings at his/her regular rate for the purpose of attending the funeral or for memorial purposes. Up to three (3) days may be consecutive or non-consecutive, to include one day for Memorial, Funeral or Celebration of Life Service within thirty (30) days. Documentation of the Memorial, Funeral, or Celebration of Life Service must include the name of the deceased, date of the event, and the relationship of the employee to the deceased provided to Administrative Services. No payment will be made for any of the three (3) days which is a day which the employee would not ordinarily be scheduled to work, or occurs during the employee's vacation.

14.02 A member of the immediate family shall be considered an employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in- law, sister-in-law, daughter-in-law, son-in-law, mother- in- law, father-in-law, step-parents, step-children, step-siblings, legal guardian or any other household member designated as "other relative" in the sole discretion of the Chief of Police. Denials of a designation of "other relative" by the Chief of Police for purposes of bereavement pay shall not be grievable.

14.03 The intent of this provision shall be to protect an employee against loss in earnings. Thus, the maximum of three (3) days in the event of death in the immediate family is not a guarantee of three (3) paid days off. Two (2) days of sick pay time may be used in conjunction with bereavement pay. Evidence must be submitted to the City to verify this use.

ARTICLE 15 ARMED SERVICE RESERVE DUTY

15.01 Any employee who is required to take off from duty to report for summer camp for training because he/she is a member of a branch of the Armed Services of the United States as designated by Congress of the United States shall be compensated for the difference between his/her regular pay and his/her service pay up to a maximum period of two (2) weeks per calendar year. Training notice and pay voucher must be presented to the City issuing compensation.

ARTICLE 16 **INSURANCE**

16.01 The City agrees to provide each eligible employee and his/her dependents hospital, surgical and major medical insurance and to continue to pay the premium for Life Insurance under the present plan and limitations.

Effective January 1, 2014, all employees under the City's health insurance plan for medical, prescription, dental and vision are required to contribute a percentage of the total premium of the plan per month.

Effective January 1, 2025 employees are required to contribute towards the total premium of the plan per month as follows:

	2025	2026	2027
Plan 1	16%	16%	16%
Plan 2	16%	16%	16%
Plan 3	12%	12%	12%

Effective January 1, 2019, seventeen percent (17%) for employees NOT in the Wellness Program – for each Plan.

A new Sergeant would pay what current sergeants pay.

The Employer shall have the right to change insurance carriers or coverage so long as the employees retain same coverage. The City also grants the use of its hospitalization policy after retirement by the employee remaining on the Group and paying the entire monthly premium to the City.

The above employee contributions will remain the same unless the average annual premiums go up ten percent (10%) or more over the previous year, in which case all of the above employee contributions shall be increased by one percent (1%). The additional one percent (1%) increase to employee contributions would not occur more than one time during a three (3) year period.

16.02 In case an employee is absent from work due to layoff or leave of absence, the City will not be obligated to pay for insurance coverage beyond the end of the month in which such action begins.

16.03 The Employee's contribution towards the premium will be deducted from employee's bi-weekly pay check.

16.04 In the event the Employee resigns or is terminated, the Employee will be required to make the Employer whole in the amounts owed by the Employee for premium contribution pursuant to the City's election procedure. This amount will be deducted from the Employee's final paycheck from the City.

16.05 In the case of an Employee's absence from work due to illness or injury which is not the result of his work, the City will pay for his/her insurance for a period of ninety (90) days after sick time terminates. When such employee is returned to work, his/her insurance will commence the first of the month following his/her return to work.

16.06 An employee may decline the use of the City's hospitalization, surgical and major medical plans if satisfactory proof is submitted and accepted by the City that the employee is covered by an adequate hospitalization plan. An employee's spouse (if applicable) must also agree to this provision. The City will pay the employee $1,500.00 for requesting to be completely removed from the City's hospitalization plan, or pay the employee $600 for changing from a family plan to a single plan. Initial payments for dropping or reducing the above coverage will be based on the number of months coverage is not used and based on the date Administrative Services is notified of the opting out. Payment shall be made once annually by October 31st.

16.07 The City will provide $1,000 Life Insurance for every $1,000 in employee's base pay. The City will round the coverage to the next highest $10,000 value, i.e., $64,000 base hourly pay = $70,000.

16.08 The City has a flexible spending plan.

ARTICLE 17 LONGEVITY

17.01 In addition to such annual salary, employees shall receive yearly longevity pay in accordance with the following schedule, and subject to the following terms and conditions:

17.02 Employees shall be eligible for Longevity Pay of the amount shown on said schedule on a calendar year basis. The Year 2005 was the conversion year from anniversary date to calendar year. Only continuous years of service as an employee for the City shall be used in determining the eligibility for the Longevity Pay. Payments to be made one time annually by October 31st of each year.

YEARS OF CONTINUOUS SERVICE COMPLETED	2025	2026	2027
0-3	N/A	N/A	
4-5	$ 300.00	$ 300.00	$ 300.00
6-7	$ 500.00	$ 500.00	$ 500.00
8-9	$ 700.00	$ 700.00	$ 700.00
10-11	$1,000.00	$1,000.00	$1,000.00
12-13	$1,200.00	$1,200.00	$1,200.00
14-15	$1,400.00	$1,400.00	$1,400.00
16-17	$1,600.00	$1,600.00	$1,600.00
18-19	$1,800.00	$1,800.00	$1,800.00
20-21	$2200.00	$2200.00	$2200.00
22	$2400.00	$2400.00	$2400.00
23	$2600.00	$2600.00	$2600.00
24	$2800.00	$2800.00	$2800.00
25	$3000.00	$3000.00	$3000.00
26	$3100.00	$3100.00	$3100.00
27	$3200.00	$3200.00	$3200.00
28	$3300.00	$3300.00	$3300.00
29	$3400.00	$3400.00	$3400.00
30	$3500.00	$3500.00	$3500.00

($2,500.00 added to longevity for the 2022 year only and then revert back to previous schedule.)

ARTICLE 18 **WAGES**

18.01 Full-time Sergeants in the Division of Police shall be paid on a three step (3 step) Merit Rate Schedule as follows: Step 1 – Starting Rate; Step 2 – six-month Rate; Step 3 – One-Year Rate (maximum) Rate. The spread between each Step shall be 2.5%. The Maximum Rate (Step 3) shall be established as sixteen -and- one half percent (16.5%) above the highest rate of pay in the City's Merit Pay Scale for Patrolmen in 2025 and seventeen percent (17%) effective January 01, 2026.

2025	2026	2027
16.50%	17.0%	17.0%

18.02 When a Sergeant is designated as Acting Lieutenant or Acting Chief of Police, they shall receive an additional: $2.50 per hour.

18.03 Employees will be eligible for merit raises after completion of required time in grade and recommendation from their superior officer. No officer shall be permitted to take an advancement test unless he/she has obtained the final merit step in rank.

18.04 In addition, all employees hired after January 1, 1976, or entering into a new classification within the Police Department, shall be subject to a merit review before receiving any increase in pay. [A 3.0 average (A=5, B=4, C=3, D=2, U=1) is the minimum average acceptable grade before any merit increase will be awarded.] A merit review will be held prior to the employee's scheduled date for merit raise increase.

18.05 The City will pay each Sergeant the following additional rate per hour in addition to compensation to which they are entitled to under this Agreement:

3:30 p.m. – 11:30 p.m.	11:30 p.m. – 7:30 a.m.
$1.10	$1.95

On any shift in which any Sergeant is not working, the Police Chief shall designate the shift commander. The individual designated shall assume duties of Sergeant.

18.06 All full-time employees must have their regular pay check directly deposited.

ARTICLE 19 POLICE & FIRE DISABILITY AND PENSION FUND

19.01 The City will maintain the Police and Firemen's Disability and Pension System.

19.02 The City will pay the Employee's retirement contribution up to a maximum amount of 12.25%.

19.03 The City will provide deferred compensation retirement plans.

ARTICLE 20 LAY-OFF AND RECALL

20.01 Layoff, reduction in force and recalls, shall be pursuant to the established seniority list within each classification (as established by promotion date to Sergeant) of least seniority laid off first.

ARTICLE 21 FIELD TRAINING OFFICER

21.01 A Sergeant will be paid the maximum pay in grade while acting in the capacity of a Field Training Officer. Such pay will only apply if the Sergeant is trained as a Field Training Officer and prepares a written evaluation of the training.

ARTICLE 22 LINE OF DUTY INJURY LEAVE

22.01 A full-time Employee's absence from work is necessitated because of an illness or injury that occurred while on the job with the City and said illness or injury is compensable under the Ohio Worker's Compensation Law, and the injured Employee is temporarily and totally disabled for a period exceeding seven (7) calendar days, injury leave may be granted at the discretion of the City Manager/Safety Director, or his/her designee, for a period of time not to exceed ninety (90) calendar days.

22.02 Such leave may be granted by the City Manager/Safety Director, or his/her designee, based upon the recommendation of the employee's Department/Division Head and upon submittal by the Employee of a statement from a licensed physician justifying that the employee is unable to return to full work status due to the injury/illness.

22.03 If at the end of this ninety (90) calendar day period the Employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional ninety (90) calendar day period or portion thereof.

22.04 Such leave shall not be charged against the Employee's sick leave balance unless it is determined that the illness or injury is a non-work- related illness or injury and is not compensable under Ohio Worker's Compensation Law. Should payments be made by the Employer to an Employee for an injury that is subsequently found to be a non-compensable injury, such payments made by the Employer shall be deducted from the Employee's accumulated leave credits (i.e. sick leave, vacation, etc.) or payroll deduction.

22.05 In order to be eligible for injury leave, the Employee must report the illness/injury to his/her supervisor within twenty-four (24) hours of the incident giving rise to the illness/injury.

22.06 Time off during paid injury leave shall count towards service credit and vacation accruals. There shall be no accrual of sick leave credit while being paid injury leave.

22.07 The Employer shall have the right to require the Employee to have a physical exam by a physician appointed and paid for by the Employer.

22.08 When receiving injury leave pay, the Employee shall sign off and refund the City any loss of time compensation received under Ohio Worker's Compensation for such time an Employee is paid injury leave.

22.09 Any Employee who receives a paid leave under this Article shall not be entitled nor will apply for either temporary total disability or permanent and total disability benefits under Ohio Worker's Compensation Laws. This provision does not prohibit an employee from receiving other available worker's compensation benefits. If an employee received either temporary total disability or permanent and total disability while receiving injury wage continuation benefits under this section, the employee agrees to reimburse the City for all sums in excess of what the employee received under this section.

22.10 An Employee on injury leave or receiving temporary total compensation through Worker's Compensation or similar self-funded program as a result of an on- duty injury, may be required to return to work in a transitional work assignment as determined by the Employer. Such assignments will be for cases that are temporary in nature and will take into consideration any limitations placed on the Employee by the attending physician.

22.11 The injury leave pay set forth in this Article is cumulative for the duration of this Agreement in regard to the injury, i.e., successive "injuries" to the same body part(s) shall not constitute separate injuries and all related worker's compensation and related claims to the same or similar body parts shall be construed as one (1) injury and eligible for total leave time under this Article.

ARTICLE 23 **Wellness**

23.01 The Union and the Administration desire to promote health and fitness for its employees.

23.02 A Wellness Program has been designed with certain criteria. It is the responsibility of each employee who wishes to participate in the program to comply with all criteria required in order to receive the wellness payment. There will no longer be a nicotine mandate or fitness test associated with Wellness. A report will be received from a Third- Party Administrator as to who has complied with the required criteria.

2025	2026	2027
$800	$800	$800

Five (5) out of the five (5) following criteria will be required in 2025, 2026 and 2027 for successful completion of the Wellness Program. Health Risk Assessment, Tobacco Certification, Physical, Biometric Screenings and Lunch and Learn. The Union and Health Care Committee will have input into the required criteria. If no mutual agreement is reached, then the above listed five (5) criteria will remain. Payment to be made no later than October 31st.

23.03 Participation or lack of participation in the program will not be held in a punitive nature against any employee.

ARTICLE 24 This Article was meant to be left blank.

ARTICLE 25 This Article was meant to be left blank.

ARTICLE 26 This Article was meant to be left blank.

ARTICLE 27 **TOTAL AGREEMENT**

27.01 This Agreement represents the entire agreement between the Employer and the Fraternal Order of Police, Lodge #15, 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.

ARTICLE 28 OBLIGATION TO NEGOTIATE

28.01 The Employer and the Fraternal Order of Police, Lodge #15, acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

28.02 Therefore, for the life of this Agreement, the Employer and the Fraternal Order of Police, Lodge #15, 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 subjects or matters 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.

ARTICLE 29 GENDER AND PLURAL

29.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 30 This Article was meant to be left blank.

ARTICLE 31 SEPARABILITY AND SAVINGS CLAUSE

31.01 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if in compliance with or enforcement of any article or section, should be restrained by such tribunal pending a final determination as to its validity. The remainder of this Agreement or the application

of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

31.02 In the event any article or section is held invalid or enforcement of, or compliance with, which has been restricted as above as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of The Bargaining Agent for the Police Department, for the purpose of arriving at a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

ARTICLE 32 DURATION

32.01 This Agreement represents a complete and final understanding on all bargainable issues between the City and the Fraternal Order of Police, Lodge #15, (Sergeants) and unless otherwise and elsewhere expressed in the Agreement, and shall remain in effect, along with any amendments made and annexed hereto, until 11:59 p.m. December 31, 2027.

ARTICLE 33 DISCIPLINE

33.01 No employee shall be reduced in pay or position, suspended, fined, discharged or removed except for just cause.

33.02 Prior to any disciplinary suspension, demotion, or discharge taken against a regular employee the Employer shall serve a Notice of Discipline upon the employee which sets forth the acts for which discipline is being imposed and the proposed penalty. A copy of the Notice of Discipline form is attached to this Collective Bargaining Agreement. The Notice of Discipline served on the employee shall be accompanied by a written statement that:

The employee has a right to object by filing a grievance within five (5) days of the Notice of Discipline and that such grievance shall be heard by the City Manager/Safety Director or his/her designee in accordance with Step 2 of the Grievance Procedure;

The Union may file an appeal of the City Manager/Safety Director's decision under the Grievance Procedure to arbitration that provides for a hearing by an independent arbitrator as its final step.

33.03 A suspension without pay, discharge, demotion or fine may be imposed concurrent with the decision of the City Manager/Safety Director or designee as set forth herein. The appeal before the City Manager/Safety Director or designee shall constitute the employee's pre-deprivation hearing.

ARTICLE 34 GRIEVANCE PROCEDURE

34.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances.

34.02 A grievance is a dispute or a difference between the Employer and the F.O.P., or between the Employer and the employee concerning the interpretation and/or application of and/or compliance with any specific provision of the Collective Bargaining Agreement. When any such grievance arises, the following procedure will be observed:

Step 1 An employee who has a grievance must submit it in writing to the Chief within seven (7) calendar days after the occurrence of the events upon which his/her grievance is based. The grievance shall include the name and position of the grievant, the identity of the provisions of this Collective Bargaining Agreement involved in the grievance occurred, the time and place where the alleged events or conditions giving rise to the grievance, 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 grievance shall be signed and dated by the grievant and/or the F.O.P. representative. The Chief shall give his/her answer in writing within seven (7) calendar days after receiving the grievance to the grievant or the F.O.P. representative.

Step 2 If the grievance is not satisfactorily settled with the written decision at the conclusion of Step One, a written appeal of the decision may be filed with the City Manager/Safety Director within seven (7) calendar days from the date of the rendering of the decision at Step One. Copies of the written decisions shall be submitted with the appeal. The City Manager/Safety Director or his/her designee shall meet with the grievant and/or a representative of the F.O.P. within seven (7) calendar days after receipt of the appeal. The City Manager/Safety Director or his/her designee shall issue a written decision to the employee and F.O.P representative within seven (7) calendar days from the date of the meeting.

Step 3 In the event a grievance is unresolved after Step Two, then within ten (10) calendar days after the rendering of the decision at Step Two (City Manager/Safety Director level), the grievant may submit the grievance to arbitration. However, if the parties are unable to agree upon an arbitrator, when within five (5) calendar days the party wishing to proceed to arbitration shall request a list of arbitrators from the Federal Mediation and Conciliation Services (FMCS). The Arbitrators must be certified from the National Academy and the panel of Arbitrators shall be within 125 mile radius from the City of Brunswick. The arbitrator shall be selected from the list using the alternate strike method. The parties shall submit the matter to the American Arbitration Association for administration.

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

The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association or Federal Mediation and Conciliation Service (FMCS) rules, if applicable.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the parties losing the grievance. In the event the arbitrator renders a split decision by neither denying nor sustaining the grievance in full, the costs of the arbitration shall be split equally between the parties. 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.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by the Employer. Any request made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of employees in attendance adversely affect the normal operations of the department. This shall not be considered a "call in" and an employee shall only be paid for the time at the Hearing.

The parties shall attempt to schedule the arbitration hearing during the grievant's normal working hours. If the arbitration cannot be scheduled during working hours, the grievant shall be permitted to use compensatory time, vacation leave, or personal hours for all hours to attend the hearing.

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.

34.03 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer and the F.O.P., be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Collective Bargaining Agreement. Any grievance not timely processed by the Employer at any of the preceding steps may be immediately referred by the F.O.P. to the next level.

34.04 Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays, or City Hall Holidays.

34.05 An employee may present grievances and have them adjusted, without the intervention of a representative of the F.O.P., as long as the adjustment, if any, is not inconsistent with the terms of this Collective Bargaining Agreement.

34.06 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his/her rights as provided by the grievance and arbitration procedures herein contained.

ARTICLE 35 PURCHASE OF SERVICE WEAPON AT RETIREMENT

35.01 When a Sergeant is pensionable and chooses to retire, the retiree may purchase his/her duty issued firearm and badge for the cost of one dollar ($1.00). In the event the firearm is two (2) years or less from its issue, the Chief may, at his/her sole discretion, make an alternate firearm available for purchase.

35.02 Upon notification from a retiree of his/her request to purchase their firearm, a CCH check and CPO check shall be conducted.

35.03 The Chief of Police, at his/her sole discretion, may refuse to allow the sale of a service weapon to a retiree. This decision is final and may not be grieved.

ARTICLE 36 **FAMILY MEDICAL LEAVE**

36.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 (FMLA), and as set forth herein below.

36.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave. Any paid or unpaid leave shall be included in the computation of FMLA leave herein. If spouses work for the Employer, the twelve (12) weeks used for FMLA shall be in a combined fashion.

A. The birth of a son or daughter, and to care for the newborn child;

B. The placement with the employee of a son or daughter for adoption or foster care;

C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,

D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

36.03 The annual twelve (12) month period shall commence and be measured forward from the date of the employee first uses the leave set forth above.

36.04 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

36.05 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

36.06 Eligible employees will be required to re-certify their request for FMLA leave every thirty (30) days.

36.07 Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

ARTICLE 37 LEAVE OF ABSENCE

37.01 The nature of police operations is such that attendance on the job is critical. Employees who do not maintain good attendance records can be subject to disciplinary action as per the Department Rules and Regulations. In unusual circumstances, however, employees are required to be away from their work for extended periods of time. If such a situation occurs, the City may make available the following Leave of Absence policies for employees who have been employed for more than six (6) continuous months:

1. MILITARY LEAVE: Employees drafted into the Armed Forces of the U.S. government, or otherwise conscripted by the Government, shall be granted a Leave of Absence for their duration with the Government. Upon termination of service with the Government, the employee shall be returned to work at his regular job with all his rights and privileges enjoyed including seniority accrued to the date of termination, provided he is able to do such work physically, and that he applied for re-instatement within ninety (90) days time limit specified in the Universal Military Training and Service Act.

2. LEAVE OF ABSENCE: Upon any written application, any employee who has been actively and continuously employed by the City for two (2) years may be granted a Leave of Absence without pay, for a period not to exceed sixty (60) days. Except in emergency situations, the employee must make application for such leave, at least two (2) weeks prior to the date leave is to commence. The City, in its discretion, can extend a leave of Absence for a period not to exceed an additional sixty (60) days. Leave of Absence will be granted only where the requirements permit, except for actual emergencies. Employees securing leave of Absence under false pretenses shall be discharged immediately. Employees granted a Leave of Absence shall notify their superior two (2) days in advance if they desire to return to work before the expiration of Leave. A Leave of Absence not in excess of thirty (30) days shall be included as active and continuous employment for vacation purposes.

3. EMPLOYMENT WHILE ON LEAVE OF ABSENCE: Any employee who is on Leave of Absence and engages employment without the written consent of the City during the time he/she is on such Leave of Absence, shall lose his/her seniority and/or be subject to discharge.

ARTICLE 38 COURT APPEARANCE

38.01 Off duty Sergeants subpoenaed or notified of a need to appear in Court as a witness for Police related testimony shall be paid full-time* pay for the time he/she is required to appear. When such appearance is requested, he/she shall receive a minimum of four (4) hours pay on a scheduled work day or on a day off. Payment shall be made

under the guidelines of the Fair Labor Standards Act with regard to overtime pay. The employee need not be required to work these hours. Additional court cases on the same workday or scheduled day off will be paid as follows:

1. Same four (4) hour time frame will be considered already paid.
2. Cases that go beyond the four (4) hours will be paid under normal Division overtime guidelines.

If a Sergeant is not notified within twenty-four (24) hours prior to their scheduled court appearance that their appearance is not required, the Sergeant shall receive a minimum of two (2) hours pay at the overtime rate.

***Full Time Pay:** Full time pay is a Sergeant's regular rate of pay. No overtime premium will be paid for any court time hours worked or paid unless hours worked in a regular work week exceed forty (40) hours.

Court time, shall be defined and applies only to court appearances as a result of subpoenas, or schedules generated by court officials or personnel.

ARTICLE 39 RECREATION CENTER MEMBERSHIP

39.01 A single membership to the Brunswick Community Recreation and Fitness Center will be offered to Sergeants. Employees deciding to accept the membership will be required to sign up for the benefit. This membership is not mandatory nor is it automatic. If a single membership is accepted, the value of this membership will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

39.02 If an employee chooses to enroll in a family membership, the single membership amount will be deducted from the total family amount. The employee would be required to pay the difference between the single and family membership. The single membership amount will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

ARTICLE 40 ANNUAL PERSONAL DAYS

40.01 Sergeants will be entitled to ten (10) (80 Hours) annual personal days off. The use of these personal days will not count against sick time. These days were formerly referred to as stress days.

40.02 Scheduling for these days off will be at the discretion of the Chief of Police or his designee.

ARTICLE 41 UNIFORM AND EQUIPMENT ALLOWANCE

41.01 The City agrees to pay each calendar year to each Police Officer who has been on active duty for the past year, a uniform and equipment replacement allowance as follows:

2025	2026	2027
$1150	$1150	$1150

In order to utilize this benefit, the officer must use a City of Brunswick purchase order, or he/she may request reimbursement after purchasing an item that was authorized by the Chief or his/her designee, themselves. A maximum of One Hundred Dollars ($100.00) may be carried over into the next calendar year for the purchase of body armor. Any carried forward monies must be used by November 1st of the following year. Any dollars to be carried forward into the next year must be declared in writing to the Chief, or his designee, by November 30th. If no notice is given by November 30th, or monies that were carried forward were not used by November 31st, they will automatically be forfeited by the employee and so designated by the Finance Department.

41.02 The City will purchase Body Armor for each officer as follows, every five (5) years or when rendered ineffective in the line of duty.

2025	2026	2027
$2400	$2600	$2600

41.03 At the discretion of the Range Officer, officers will pay for grips and general upkeep of their weapons out of their uniform allowance.

41.04 The City will pay for weapon repair due to accidental damage or normal wear and tear.

41.05 The City will allow a three (3) man committee to review the present limitations imposed upon uniform and equipment purchases, but the final selection of articles allowed to be purchased is a management prerogative and will not be relinquished.

41.06 The City will provide officers fifty-two (52) rounds of fresh ammunition annually, and Chemical Spray after two (2) uses, or four (4) years, or manufacturer's expiration date. Old ammunition will be returned to Range Officer and exchanged for fresh ammunition.

ARTICLE 42 PROFESSIONAL PAY

42.01 In order to encourage continuing professional training and proficiency, all employees who undertake training and are granted accreditation or certification in the following three fields:

Hold an OPOTA Certification
Firearms Proficiency
LEADS Certification

Shall be paid in an annual professional wage supplement in the amount of:

2025	2026	2027
$3900	$3900	$3900

Provided, however, that such employees shall maintain such accreditation or certification in each field respectively under professional guidelines and requirements established by the State of Ohio or the Chief of Police for the City of Brunswick. In exchange for the above, the Sergeants agree to eliminate Administrative Services pay and Uniform Maintenance pay. Payment will be made in the form of a check by October 31st .

ARTICLE 43 POLYGRAPH

43.01 If an officer is required to take a polygraph test due to charges brought from an outside source, that individual making the charge will first be required to take a polygraph. Our officer will then be required to take a polygraph. If the individual making the charge is found to be lying, the City will attempt to prosecute.

43.02 If the charge is from an internal investigation, the officer may be required to submit to a polygraph.

43.03 If the polygraph indicates the officer is not truthful, a second polygraph will be given to our officers.

ARTICLE 44 **SCHOOLING**

44.01 The City will agree to reimburse an employee for training programs specifically related to their employment position and pre-approved by the Chief of Police. This decision is not grievable.

ARTICLE 45 **EXTRA WORK DETAIL**

45.01 All extra work will be assigned to full time officers first.

ARTICLE 46 **RETENTION OF PREVIOUS BENEFITS**

46.01 The City is willing to continue to provide the following benefits as long as they are available:

1. False Arrest Insurance
2. Employee Bond
3. Indemnification of Employees - employees shall receive full indemnification from City Council on any judgment when punitive damages have been incurred providing:
   a. Said employee acted within the performance of his/her duties, following either, advice of proper authority or following established policy and procedure.
   b. Said employee acted reasonably and in good faith.
4. Jury Duty Pay
5. Employees engaged in City business outside the Municipality shall be reimbursed for the actual cost of meals, lodging, mileage and other items covered by ordinance.

ARTICLE 47 **EMPLOYEE RIGHTS**

47.01 An employee has the right to have a Shift Sergeant or Lieutenant present at the time he/she is being suspended or discharged from his/her employment.

47.02 Disciplinary actions that are more than five (5) years old, shall, upon the request of the employee, be removed from his/her personnel file and be expunged.

47.03 In cases where suspensions are not immediate, the City will make a suspension effective ten (10) days after it is presented to the employee and the Civil Service Commission. In this case, the suspension will not be served until after a ten (10) day period; or after an employee has filed an appeal and a decision is rendered by an arbitrator.

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

47.05 Non-probationary employee, who is disciplined, shall be given written notice regarding the reason for the disciplinary action.

ARTICLE 48 WAIVER IN CASE OF EMERGENCY

48.01 In cases of emergency publicly declared by the President of the United States, the Governor of the State of Ohio, the City Manager, the Federal or State Legislature, such as acts of God, natural disasters, or acts of terrorism, the following conditions of the Agreement shall automatically be suspended:

a. Time limits of Management's or Union's replies on grievances.

48.02 Upon termination of the emergency, should valid grievances exist, they shall be processed, in accordance within the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which the grievance had properly progressed.

ARTICLE 49

This article was meant to be left blank.

ARTICLE 50 EXECUTION

50.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, _____.

FOR THE UNION:

_____
Sergeant Douglas Laino

_____
Sergeant Joseph Ceccacci

FOR THE EMPLOYER:

_____
Carl S. DeForest
City Manager/Safety Director

DIRECTOR OF FINANCE CERTIFICATE

I, Todd R. Fischer, Finance Director, hereby certify that sufficient funds are in the City Treasury, or in the process of collection, to the credit of the proper fund, free of any outstanding encumbrances or obligations. This certificate is approved based on current information.

_____
Todd R. Fischer
Finance Director

NOTICE OF DISCIPLINARY ACTION

TO: _____

FROM: _____

DATE: _____

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Chief of Police (Employer) proposed to take the following disciplinary action against you:

_____

_____

_____

_____

_____

_____

_____

_____

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read your Collective Bargaining Agreement regarding those rights.

_____
Chief of Police

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

This form must be returned within five (5) days to the Chief of Police if you want to appeal the proposed disciplinary action.

_____ I AGREE with and ACCEPT the proposed discipline.

_____ I wish to APPEAL the proposed discipline for the following reasons:

(If more space is needed, attached extra sheets of paper)

Signature: _____ Date: _____

Approved: _____ Date: _____
Chief of Police

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the Collective Bargaining Agreement you have rights as listed below. Please read these rights thoroughly before you agree or disagree with any proposed disciplinary action.

If, after reading your rights and discussing the matter with your Union Representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Chief of Police.

If you disagree with the discipline, you should state your reasons in writing in the space provided and return the form to the Chief of Police within five (5) days of receipt of the Notice of Discipline.

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.

2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) days of receipt of the proposed discipline with the City Manager/Safety Director.

3. If you file your objection, the City Manager/Safety Director will schedule a formal meeting within seven (7) days of receipt of this form to discuss the matter. You may have representation at this meeting.

4. The City Manager/Safety Director will report his/her decision within seven (7) days following the close of the hearing.

5. You will have ten (10) days after receipt of the City Manager/Safety Director's decision in which to appeal the decision pursuant to the final step of the Grievance Procedure.

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/10/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 22-2025** - An ordinance rezoning the northerly portion of the 0.8183-acre parcel of real property located at 3695 Center Road and further identified as PPN 003-18B-44-118 from the R-L Low Density Residential District to the C-G General Commercial District. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: On February 6, 2025, the Planning Commission held a public hearing and voted to recommend approval to City Council of the proposed rezoning of the northerly portion of the Property from the R-L Low Density Residential District to the C-G General Commercial District to allow for commercial development.

PURPOSE AND EXPLANATION: That upon application of the property owner, the northerly portion of the 0.8183- acre parcel of real property located at 3695 Center Road and further identified as PPN 003-18B-44-118 is hereby rezoned from the R-L Low Density Residential District to the C-G General Commercial District.

IMPLEMENTATION SCHEDULE: First reading on February 24, 2025.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 22-2025

BY: Mr. Delsanter, Mr. Lambert, and Mr. Kuczma

AN ORDINANCE REZONING THE NORTHERLY PORTION OF THE 0.8183 ACRE PARCEL OF REAL PROPERTY LOCATED AT 3695 CENTER ROAD AND FURTHER IDENTIFIED AS PPN 003-18B-44-118 FROM THE R-L LOW DENSITY RESIDENTIAL DISTRICT TO THE C-G GENERAL COMMERCIAL DISTRICT.

WHEREAS: Upon application of the property owner to rezone the northerly portion of the 0.8183 acre parcel of real property located at 3695 Center Road and further identified as PPN 003-18B-44-118 (the "Property") from the R-L Low Density Residential District to the C-G General Commercial District, on February 6, 2025, the Planning Commission held a public hearing on the requested rezoning;

WHEREAS: The northerly portion of the subject Property is located in the R-L Low Density Residential District with the remainder of the Property located in the C-G General Commercial District; and

WHEREAS: On February 6, 2025, the Planning Commission voted to recommend approval to City Council of the proposed rezoning of the northerly portion of the Property from the R-L Low Density Residential District to the C-G General Commercial District to allow for commercial development.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That upon application of the property owner, the northerly portion of the 0.8183 acre parcel of real property located at 3695 Center Road and further identified as PPN 003-18B-44-118 is hereby rezoned from the R-L Low Density Residential District to the C-G General Commercial District.

SECTION 2: Upon the effective date of this Ordinance, the City Engineer shall cause the Official Zoning Map of the City of Brunswick to be revised to reflect such rezoning.

SECTION 3: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES ____ NAYS ____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

ACCEPTANCE

I (we) the undersigned owner(s) of the lands embraced within this subdivision hereby acknowledge this plat and subdivision to by my (our) free act and deed. I (we) certify that there are no delinquent taxes or assessments against the lands embraced within this subdivision.

_____
Bid Red Property Management IV, LLC

Print Name: _____

Title: _____

STATE of OHIO
COUNTY of MEDINA

Before me a Notary Public in and for said county and state, personally appeared the above named owner who acknowledged the making of the foregoing instrument and signing of this plat to be their free act and deed, in testimony whereof I have hereunto set my hand and affixed my official seal at _____Ohio, this _____ day of _____ , 20_____

_____
Notary Public

My Commission Expires _____

APPROVALS

Approved on this _____day of _____, 20_____,
by the City of Brunswick Engineer

_____
City of Brunswick Engineer

Approved on this _____day of _____, 20_____,
by the City of Brunswick Planning Commission

_____
City of Brunswick Planning Commission

Approved on this _____day of _____, 20_____,
by the Medina County Tax Map Department

_____
Tax Map Draftsman

Received for transfer on this _____day of _____, 20_____,
by the Medina County Auditor

_____
Medina County Auditor

Received for recording on this _____day of _____, 20_____,
by the Medina County Recorder

_____
Medina County Recorder

Recorded this _____ day of _____, 20_____,
at _____ am/pm in Vol_____, Page _____.

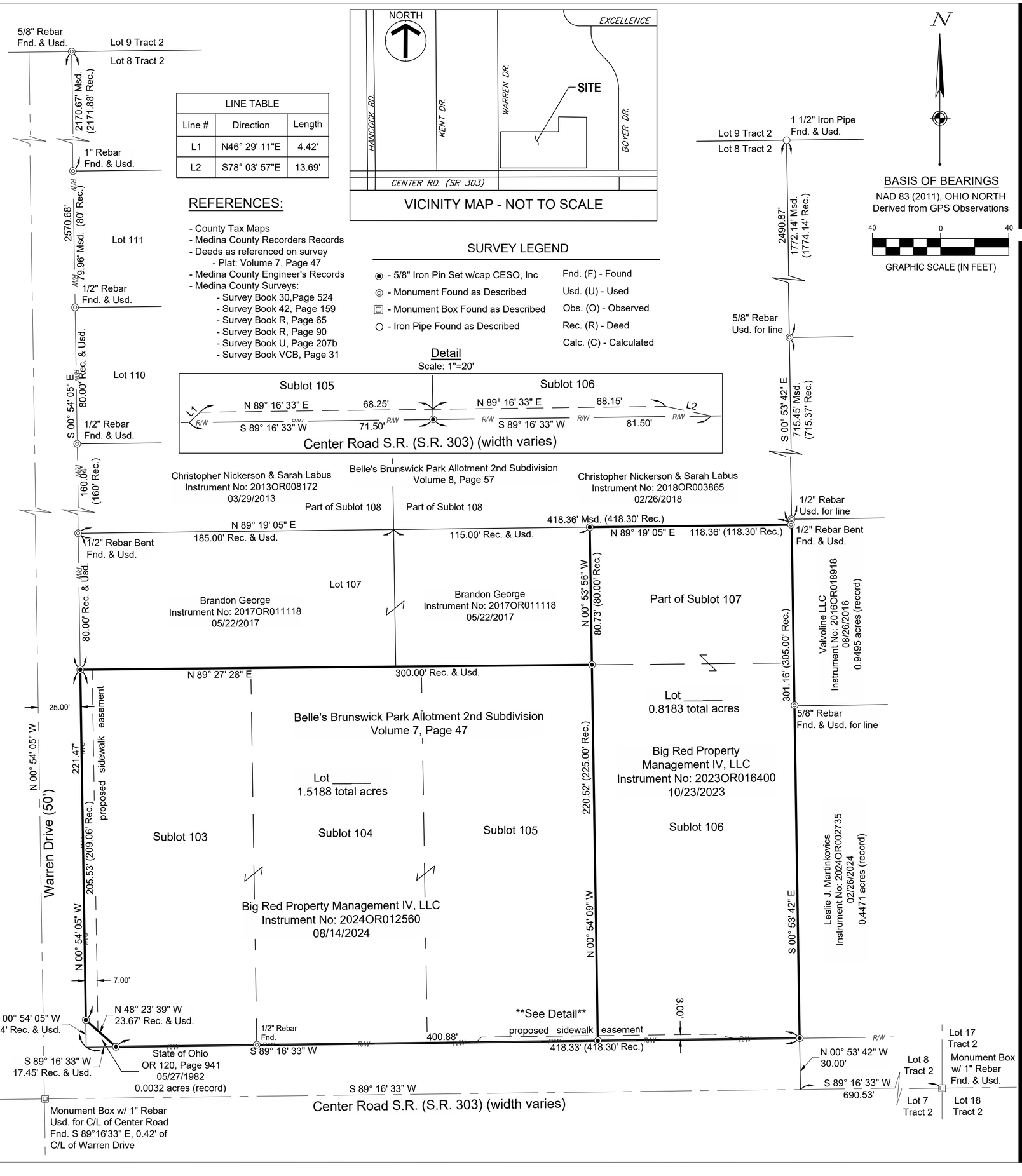
Fee: _____

SURVEYOR'S CERTIFICATION:

I hereby certify that this plat was prepared from actual field measurements in accordance with Chapter 4733-37 of the Ohio Administrative Code, and all monuments were either found or set as shown hereon.

_____ _____
Steven W. Clutter PS No. 7655 Date
clutter@cesoinc.com
175 Montrose West Ave.
Suite 400
Akron, OH 44321
(330) 665-0660

For Review
09/12/2024 10:35:10 AM



LINE TABLE		
Line #	Direction	Length
L1	N46° 29' 11"E	4.42'
L2	S78° 03' 57"E	13.69'

REFERENCES:

- County Tax Maps
- Medina County Recorders Records
- Deeds as referenced on survey
  - Plat: Volume 7, Page 47
- Medina County Engineer's Records
- Medina County Surveys:
  - Survey Book 30,Page 524
  - Survey Book 42, Page 159
  - Survey Book R, Page 65
  - Survey Book R, Page 90
  - Survey Book U, Page 207b
  - Survey Book VCB, Page 31

SURVEY LEGEND

- ◉ - 5/8" Iron Pin Set w/cap CESO, Inc
- ◎ - Monument Found as Described
- ▣ - Monument Box Found as Described
- ○ - Iron Pipe Found as Described

Fnd. (F) - Found
Usd. (U) - Used
Obs. (O) - Observed
Rec. (R) - Deed
Calc. (C) - Calculated

CESO
WWW.CESOINC.COM
175 Montrose West Ave., Suite 400
Akron, OH 44321
Phone: 330.665.0660 Fax: 888.208.4826

Big Red Property Management V LLC

Belle's Brunswick Park Allotment 2nd Subdivision Replat No. 2

Part of Lot 8, Tract 2 in Original Brunswick Township, Sublots 103, 104, 105, 106 and Part of Sublot 107 in Belle's Brunswick Park Allotment 2nd Subdivision
City of Brunswick, County of Medina, State of Ohio

Revisions / Submissions

ID	Description	Date

© 2024 CESO, INC.

Project Number:	763020
Scale:	1"=40'
Drawn By:	ATW
Checked By:	SWC
Date:	September 12, 2024
Issue:	

Drawing Title:

1 of 1

CITY OF BRUNSWICK

MAYOR
RON FALCONI

CITY MANAGER / SAFETY DIRECTOR
CARL S. DEFOREST

COUNCIL
MICHAEL J. ABELLA, JR
JOSEPH P. DELSANTER
NICHOLAS HANEK
KEITH A. KUCZMA
BRANDON LAMBERT
KRISTY PIPER
TIM SMITH

February 7, 2025

Josh Clark
Big Red Property Management IV LLC
PO Box 591
Rhinelander, WI 54501

RE: Culver's Restaurant outparcel rezoning
North of former 3695 Center Road, Brunswick Ohio.

Dear Mr. Clark:

The Brunswick City Planning Commission, at their meeting on February 6, 2025, voted to **recommend approval** to City Council for a map amendment to rezone Permanent Parcel No. 003-18B-44-051, located north of former 3695 Center Road, Brunswick, from the existing R-L Low Density Residential District to the C-G General Commercial District.

Pursuant to Section 6.02(c)(6) of the City Charter, three readings of the proposed legislation are required by City Council; the ordinance will become effective thirty (30) days after the third reading. The first reading on the proposed map amendment is scheduled for City Council's meeting on Monday February 24, 2025. Please contact Laura Timura, Clerk of Council, at (330) 558-6845 regarding City Council meeting time.

If you have any questions, please contact me at (330) 558-6830.

Sincerely,

Jennie Lods,
Planning & Zoning Coordinator

c: City Council
Carl Deforest, City Manager
Dennis Nevar, Law Director
Jenny Zoldak, City Engineer
James Urankar, C.B.O.
Andy Schall

4095 CENTER ROAD - BRUNSWICK, OHIO 44212
CITY HALL PHONE: (330) 225-9144 - FAX: (330) 273-8023 - POLICE & FIRE PHONE: (330) 225-9111 - FAX: (330) 225-6002
http://www.brunswick.oh.us

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/10/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Dennis Nevar

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 23-2025 -** An ordinance authorizing the City Manager to forward a petition to conform boundaries to the Medina County Commissioner's Office for the purpose of adjusting the city boundary lines to include an annexation into the City of Brunswick of PPN 003-18A-07-159. - **2nd Reading** (Committee-of-the-Whole, *Administration/Dennis Nevar)*

BACKGROUND: A Petition for Annexation of certain territory in Brunswick Hills Township was duly filed by a property owner located in the territory of Brunswick Hills (PPN 003-18A-07-159, as formerly identified as PPN 001-02A-25-001). The City of Brunswick passed legislation accepting the proposed annexation per Resolution No. 1-2025 adopted on January 13, 2025.

PURPOSE AND EXPLANATION: The City Manager is authorized to forward a Petition to conform boundaries to the Medina County Commissioner's Office for the purpose of adjusting the City boundary lines to include the annexation of the subject Property into the City of Brunswick pursuant to all relevant provisions of Ohio Revised Code Chapters 503 and 709.

IMPLEMENTATION SCHEDULE: Three readings.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No

Suspension of Rules No

If emergency or suspension of the rules, why the request?

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 23-2025

BY: Committee-of-the-Whole

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO FORWARD A PETITION TO CONFORM BOUNDARIES TO THE MEDINA COUNTY COMMISSIONER'S OFFICE FOR THE PURPOSE OF ADJUSTING THE CITY BOUNDARY LINES TO INCLUDE AN ANNEXATION INTO THE CITY OF BRUNSWICK OF PPN 003-18A-07-159.

WHEREAS: A Petition for Annexation of certain territory in Brunswick Hills Township was duly filed by a property owner located in the territory of Brunswick Hills (PPN 003-18A-07-159, as formerly identified as PPN 001-02A-25-001) (the "Property");

WHEREAS: Said Petition for Annexation was duly considered by the Board of County Commissioners of Medina County;

WHEREAS: The Board of County Commissioners certified the transcript of this proceeding in connection with said annexation with the map and Petition required in connection therewith to the Clerk of Council;

WHEREAS: The appropriate time frames have elapsed in accordance with the provisions of the Ohio Revised Code Section 709.04;

WHEREAS: The City of Brunswick passed legislation accepting the proposed annexation per Resolution No. 1-2025 adopted on January 13, 2025; and

WHEREAS: The Petition is being filed to comply with all relevant provisions of Ohio Revised Code Chapters 503 and 709.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: The City Manager is authorized to forward a Petition to conform boundaries to the Medina County Commissioner's Office for the purpose of adjusting the City boundary lines to include the annexation of the subject Property into the City of Brunswick pursuant to all relevant provisions of Ohio Revised Code Chapters 503 and 709. A copy of said Petition is attached hereto as Exhibit "A".

SECTION 2: The annexation to be included in the boundary adjustment is contained in Resolution No. 1-2025. A copy of said Resolution is attached hereto as Exhibit "B".

SECTION 3: Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

PETITION TO CONFORM BOUNDARIES
Ohio Revised Code Section 503.07

TO: BOARD OF COUNTY COMMISSIONERS
MEDINA COUNTY, OHIO
144 NORTH BROADWAY
MEDINA, OHIO 44256

1. The undersigned is the City Manager for the City of Brunswick and has been authorized by the Brunswick City Council to forward this Petition to the Board of County Commissioners for the purpose of adjusting the boundary lines of the City of Brunswick and Brunswick Hills Township to reflect an annexation of real property to the City of Brunswick in accordance with Ohio Revised Code Chapters 503 and 709.

2) A copy of Ordinance No. ____-2025 authorizing the City Manager to forward this Petition to the Board of County Commissioners is attached hereto as Exhibit "1" and incorporated herein by reference.

3) The annexation of the subject property is as detailed in Resolution No. 1-2025, as attached hereto as Exhibit "2" and incorporated herein by reference.

4) A copy of a map of the City of Brunswick indicating the annexation and change in boundary lines is attached hereto as Exhibit "3" and incorporated herein by reference.

5) Ohio Revised Code Section 503.07 states that:

"When the limits of a municipal corporation do not comprise the whole of the township in which it is situated, or if by change of the limits of such corporation include territory lying in more than one township, the legislative authority of such municipal corporation, by a vote of the majority of the members of such legislative authority, may petition the board of county commissioners for a change of township lines in order to make them identical, in whole or in part, with the limits of the municipal corporation, or to erect a new township out of the portion of such township included within the limits of such municipal corporation. The board, on presentation of such petition, with the proceedings of the legislative authority authenticated, at a regular or adjourned session, shall upon the petition of a city change the boundaries of the township or erect such new township, and may upon the petition of a village change the boundaries of the township or erect such new township."

6) Ohio Revised Code Section 503.07 requires the Board of County Commissioners to change the boundary lines upon the petition of the City.

WHEREFORE, the undersigned respectfully requests that this Board change the boundary lines of the City of Brunswick and Brunswick Hills Township to reflect the annexation detailed herein.

_____
Carl S. DeForest, City Manager

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

SWORN TO BEFORE ME and subscribed in my presence this ___ day of _____, 2025.

_____
NOTARY PUBLIC

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 1-2025

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION OF A 22.0536± ACRE PROPERTY IDENTIFIED AS PPN 001-02A-25-001 LOCATED ON WOODWARD AVENUE KNOWN AS BEING PART OF BRUNSWICK HILLS TOWNSHIP TO THE CITY OF BRUNSWICK, MEDINA COUNTY, OHIO.

WHEREAS: On September 17, 2024, the Medina County Commissioners adopted Resolution No. 24-0696, as attached hereto as Exhibit "A", approving the Petition for Regular Annexation on Application of Owner of 22.0536± acres of land (001-02A-25-001) known as being part of Brunswick Hills Township to the City of Brunswick, Medina County, Ohio;

WHEREAS: Pursuant to Ohio Revised Code Section 709.04, the legislative authority of the City of Brunswick must accept or reject the petition for annexation at the next regular session after the expiration of sixty (60) days of the date of filing the certified transcript of all orders of the board of county commissioners, the petition, map and all other papers on file relating to the annexation proceedings with the clerk of the municipal corporation, which occurred on October 18, 2024; and

WHEREAS: The Clerk of the municipal corporation is required to lay the transcript and the accompanying map or plat and petition before the legislative authority.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the Petition for Regular Annexation on Application of Owner of 22.0536± acres of land (001-02A-25-001) known as being part of Brunswick Hills Township is hereby accepted.

SECTION 2: That the Clerk is hereby authorized and ordered to make three (3) copies containing the petition, the map or plat accompanying the petition, a transcript of the proceedings of the board of county commissioners, and all resolutions and ordinances in relation to the annexation, with a certificate to each copy that it is correct. Each certificate shall be signed by the Clerk in her official capacity and shall be authenticated by the seal of the municipal corporation, if applicable.

SECTION 3: That the Clerk is hereby authorized and ordered to forthwith deliver one such copy of this Resolution to the Medina County Auditor, one such copy to the Medina County Recorder, and one such copy to the Ohio Secretary of State.

SECTION 4: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare, and safety and for the additional reason to comply with the time requirements of Ohio Revised

Code Section 709.04. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading January 13, 2025

RULES SUSPENDED: AYES 6 NAYS 0

ADOPTED: January 13, 2025 AYES 6 NAYS 0

ATTEST: Laura Timura
Clerk of Council
Laura E. Timura, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 1/13/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Dennis Nevar

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 1-2025 -** An emergency resolution accepting the petition for annexation of a 22.0536± acre property (identified as PPN 001-02A-25-001) located on Woodward Avenue known as being part of Brunswick Hills Township to the City of Brunswick, Medina County, Ohio. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Dennis Nevar*)

BACKGROUND: On September 17, 2024, the Medina County Commissioners adopted Resolution No. 24-0696, as attached hereto as Exhibit "A", approving the Petition for Regular Annexation on Application of Owner of 22.0536± acres of land (001-02A-25-001) known as being part of Brunswick Hills township to the City of Brunswick, Medina County, Ohio. The City of Brunswick must accept or reject the petition for annexation at the next regular session after the expiration of sixty (60) days of the date of filing the certified transcript of all orders of the Board of County Commissioners with the clerk of the municipal corporation, which occurred on October 18, 2024.

PURPOSE AND EXPLANATION: This legislation is to accept 22.0536 acres of land from Brunswick Hills Township into the City of Brunswick. Resolution No. 24-0696 was adopted on September 17, 2024, declaring the City's intention to provide municipal services.

IMPLEMENTATION SCHEDULE: One reading, emergency with suspension of the rules.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	No

Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?

That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare, and safety and for the additional reason to comply with the time requirements of Ohio Revised Code Section 709.04. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

ADDITIONAL INFORMATION:

Medina County Board of Commissioners

Stephen D. Hambley *Aaron M. Harrison* *Colleen M. Swedyk*

October 18, 2024

VIA HAND DELIVERY

Laura Timura, Clerk of Council
City of Brunswick
4095 Center Road
Brunswick, OH 44212

RE: Regular Annexation Petition
22.0536 Acres - Brunswick Hills Township and the City of Brunswick

Dear Ms. Timura;

As the 30 day waiting period has closed, enclosed please find Commissioners' Resolution 24-0696 approving the petition for annexation of 22.0536 acres of land known as being part of Brunswick Hills Township to the City of Brunswick Medina County approved on September 18, 2024. The original plat which has been signed by the commissioners is also being provided to you along with these documents for further consideration and processing by the City of Brunswick.

If you have any questions, please feel free to contact our office.

Thank you.

Rhonda Beck
Clerk, Board of County Commissioners

Enc.

cc: Fiscal Officer, Brunswick Hills Township (via email)
Dan Calvin, Esq., Agent for Petitioner (via email)
Al Schrader, Counsel for Brunswick Hills Township (via email)

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Aaron M. Harrison Colleen M. Swedyk Stephen D. Hambley

Mr. Harrison offered the following resolution and moved the adoption of same, which was duly seconded by Mrs. Swedyk.

RESOLUTION NO. 24-0696

APPROVING THE PETITION FOR THE REGULAR ANNEXATION OF 22.0536 ACRES OF LAND KNOWN AS BEING PART OF BRUNSWICK HILLS TOWNSHIP TO THE CITY OF BRUNSWICK, MEDINA COUNTY, OHIO

WHEREAS, a petition for annexation of 22.0536 acres of land known as being part of Brunswick Hills Township to the City of Brunswick, Medina County, Ohio was filed with the Clerk of the Board of Medina County Commissioners on June 25, 2024 in accordance with Ohio Revised Code Section 709.02, and

WHEREAS, the day and hour and has come for the rendering of a decision by the Board of County Commissioners on said petition for annexation, and

WHEREAS, the State of Ohio has provided landowners a number of legal methods for annexations of property to municipal corporations to occur that balance the desires, needs and benefits of the petitioners, municipality and townships, and

WHEREAS, proper procedures were followed and notices given, and a public hearing commenced on August 27, 2024 in accordance with Section 709.032 of the Ohio Revised Code, and

WHEREAS, the Board of County Commissioners now finds that based on the preponderance of the substantial, reliable, and probative evidence on the entire record that said petition meets the following requirements and conditions:

1. The petition meets all of the requirements set forth in, and was filed in the manner provided in Section 709.02 of the Ohio Revised Code:
   a. the territory proposed to be annexed is contiguous to the City of Brunswick;
   b. the petition was signed by a majority of the authorized owners of real estate within the territory to be annexed;
   c. each petition's signature includes the date it was obtained and no signature was obtained more than 180 days before the date of filing;
   d. the petition contains an accurate legal description of the perimeter and an accurate map/plat of the territory to be annexed;
   e. the petition states the person who would act as agent for the petitioner; and
   f. the agent filed with the petition a list of all tract, lots or parcels within and adjacent to the territory to be annexed, including names, addresses of owners, and permanent parcel numbers.

2. The petition meets the following requirements set forth in Section 709.03 of the Ohio Revised Code:
   a. The Clerk of the Board of County Commissioners notified the agent of the date, time, and place of the hearing;
   b. the agent provided proof the required notices to: (1) the clerk of the municipality; (2) the fiscal officer of the township involved; and (3) the clerk of the board of commissioners;
   c. the agent provided the required notices to: (1) all property owners within the territory proposed for annexation, and (2) adjacent property owners;

The Clerk of the Board of County Commisioners of Medina County, Ohio does hereby certify that the foregoing is a true and correct copy of the resolution adopted by said board on 9/17/24 Rhonda J. Beck

d. the agent has provided proof of the required notice published in a newspaper of general circulation;
e. the legislative authority of the municipality has adopted a resolution that indicates the services the municipality will provide to the territory proposed for annexation, and that those services will be provided "should the Medina County Commissioners grant the annexation", which we find to be equivalent to stating the services will be provided upon annexation; and
f. the municipality filed its statement of municipal services with the board of county commissioners at least 20 days before the date of the annexation hearing.

3. The petition meets all of the requirements set forth in Section 709.033 of the Ohio Revised Code:

a. the petition meets all of the requires set forth in and was filed in the manner provided in Section 709.02 of the Ohio Revised Code;
b. the persons signing the petition are owners of real estate located in the territory proposed to be annexed and at the time the petition was filed, the number of valid signatures on the petition constitutes a majority of the owners of the real estate in that territory;
c. the municipal corporation to which the territory is proposed to be annexed has complied with Division (D) of Section 709.03 of the Ohio Revised Code;
d. the territory proposed to be annexed is not unreasonably large;
e. with regard to the balancing of the general good the territory proposed to be annexed and the surrounding unincorporated area of the township against the detriments to the property to be annexed and the surrounding unincorporated area, the Board makes the following findings:

i. the testimony of the owner of the property to be annexed established that the property must be annexed in order to obtain access to the City of Cleveland public water supply, which is a primary benefit to the property;
ii. the petitioner did not present any evidence as to any detriments to the subject property or surrounding property;
iii. Brunswick Hills Township presented an expert witness, who provided rather speculative and equivocal testimony regarding the impact of the approval of this annexation on the property to be annexed and the surrounding unincorporated area within ½ mile, but the Board did not find this testimony to be particularly persuasive, and it appears to this Board that any detriments to the property to be annexed or the surrounding property is speculative and does not outweigh the benefits to the property proposed to be annexed, and
iv. the testimony of the Medina County Department of Planning services with regards to zoning, site conditions, no legal access to any public street, and comparison of tax revenues and public services expenditures.

Based on the evidence presented the Board finds there is clear benefit to the property to be annexed, no clear detriment to the property to be annexed, and only speculate detriment to the surrounding property (township property within a ½ mile radius), based upon which this Board finds that the benefits to the territory proposed to annexed and the surrounding area outweighs the detriments to the territory proposed to be annexed and the surrounding area, if the annexation petition is granted; and no street or highway will be divided or segmented by the boundary line between the township and the municipal corporation as to create a road maintenance problem.

The Board of Medina County Commissioners, upon review of substantive, reliable and probative evidence, finds that:

1) The annexation involves 22.0536 acres in Brunswick Hills Township, identified as PPN 001-02A-25-001 owned by Thomas G. Simon Trustee located at Woodward Avenue, Brunswick, Ohio 44212. It is not unreasonably large and is adjacent and contiguous to the land of the municipal corporation of the City of Brunswick;

2) One entity owns the property and the owner's agent signed the petition; therefore, the petition contains signatures of the majority (51%) of owners;
3) The City of Brunswick Resolution No. 63-2024 adopted July 15, 2024 declared intention by the City of Brunswick to provide municipal services to the subject property should the Medina County Commissioners grant the annexation; the landowner is in agreement the annexed territory would receive adequate services sufficient to establish the general good of the territory being annexed;
4) The petitioner has proven that the land after annexation will enjoy a level of services comparable to or greater than that enjoyed prior to the annexation;
5) No street or highway will be divided or segmented by the boundary line between a township and the municipality as to create a road maintenance problem.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Medina County, Ohio that having found that the conditions of the Ohio Revised Code have been met, the Petition to Annex 22.0536 acres of land from Brunswick Hills Township to the City of Brunswick, Medina County, Ohio, attached as Exhibit A, is hereby approved and granted in accordance with the law.

BE IT FURTHER RESOLVED that upon journalization of this resolution, a certified copy of this resolution be sent to the agent for the petitioners, the fiscal officer of the township, and clerk of the municipality.

BE IT FURTHER RESOLVED that after the expiration of thirty (30) days after journalization of this resolution, if no appeal has been timely filed under section 709.07 of the Ohio Revised Code, a certified copy of the entire record of the annexation proceedings, including all resolutions of the board, signed by a majority of the members of the board, the petition, map, and all other papers on file, the record of proceedings, if a copy is available, and exhibits presented at the hearing relating to the annexation proceedings, shall be sent to the auditor or clerk of the municipal corporation to which the annexation is proposed.

Voting AYE thereon: Mr. Harrison, Mrs. Swedyk, and Mr. Hambley

Adopted: September 17, 2024

Prepared by: Commissioners' Office

Petition for Annexation
To the City of Brunswick
of 22.0536 acres, more or less
In the Township of Brunswick Hills
(Regular Petition – O.R.C. §709.02)

MEDINA CO COMMISSIO
JUN 25 '24 PM 3:23

The undersigned ("Petitioner"), being the sole owner of the real property known as Medina County Permanent Parcel Number 001-02A-25-001, which parcel consists of 22.0536 acres as more fully described in **Exhibit A** attached hereto and made a part hereof ("Property") hereby petitions, pursuant to Ohio Revised Code Section 709.02, for the annexation of the Property to the City of Brunswick, Medina County, Ohio.

In support of its petition, Petitioner states as follows:

1. The legal description of the perimeter of the Property is attached hereto as **Exhibit A** and made a part hereof.

2. A plat map of the Property is attached hereto as **Exhibit B** and made a part hereof. The Property is adjacent to the City of Brunswick.

3. The undersigned Petitioner is the sole owner, as defined in ORC Section 709.02(E), of all of the land in the area proposed to be annexed.

4. A list of all tracts, lots, or parcels in the territory proposed for annexation, and all tracts, lots, or parcels located adjacent to that territory or directly across the road from it is attached hereto as **Exhibit C** and made a part hereof.

5. Daniel P. Calvin, Attorney, of 4996 Foote Road, Medina, Ohio 44256, is hereby appointed agent for Petitioner with full power and authority to do any and all things necessary in connection with the filing, review and approval of this petition.

[*Signatures appear on following page*]

[*Signature Page to Petition for Annexation*]

Petitioner:

Thomas G. Simon, Trustee of the Thomas G. Simon
2005 Trust U/A/D/ May 26, 2005

Date: 6-7-, 2024

Acceptance of Appointment

The undersigned, named herein agent for Petitioner, hereby acknowledges and accepts the appointment of agent for said Petitioner.

Daniel P. Calvin

Exhibit A
Legal Description

See attached.

LEWIS LAND PROFESSIONALS
INC.
Civil Engineering & Land Surveying

STATE OF OHIO
LOUIS J. GIFFELS
S-7790
REGISTERED
PROFESSIONAL SURVEYOR

Legal Description
Township of Brunswick Hills
Annexation
Project No. 24-106
Area = 22.0536 Acres

Situated in the Township of Brunswick Hills, County of Medina, State of Ohio, and known as being part of Lot 7, Tract 1 of Original Brunswick Township, also known as being all of a parcel of land conveyed on 12/28/2007 to Thomas G. Simon, Tr., as recorded in Document No. 2007OR034023 of the Medina County Recorder's records and being further bounded and described as follows:

Commencing at a 5/8" iron pin found at the northeasterly corner of Sublot 254 of Eagle Oaks Subdivision No. 7 as recorded in Plat Vol. 15, P. 24 of the Medina County Recorder's records; thence **South 00°26'28" East**, along the easterly line of said Eagle Oaks Subdivision No. 7, a distance of **144.89** feet to a 5/8" iron pin (capped "Schwartz 7193") found at the **TRUE PLACE OF BEGINNING** for the parcel of land herein described;

Thence **North 88°13'43" East**, along the southerly line of a parcel of land conveyed on 05/05/2023 to SHN Brunswick, LLC as recorded in Document No. 2023OR006328 of the Medina County Recorder's records, a distance of **2228.55** feet to a 5/8" iron pin (capped "Lewis Land Professionals") set;

Thence **South 00°05'29" East**, along the westerly line of a parcel of land conveyed on 05/06/1987 to John R. & Barbara A. Rocha as recorded in O.R. 373, P. 893 of the Medina County Recorder's records, the westerly line of a parcel of land conveyed on 01/05/2021 to Henry A. & Cynthia Hoffman as recorded in Document No. 2021OR000292 of the Medina County Recorder's, the westerly line of a parcel of land conveyed on 12/24/2013 to 922 Pearl, LLC as recorded in Document No. 2013OR033603 of the Medina County Recorder's records , and a westerly line of Sublot 13 of North Brunswick Allotment as recorded in Plat Vol. 4, P. 8 of the Medina County Recorder's records, passing over a 1" iron pin found at 100.58 feet, and a 5/8" iron pin found at 446.91 feet, a distance of 465.18 feet to a 5/8" iron pin (capped "Lewis Land Professionals") set;

Thence **South 88°06'06" West**, along the northerly line of said North Brunswick Allotment, a distance of **146.40** feet to a 5/8" iron pin (capped "Lewis Land Professionals") set;

8691 Wadsworth Rd. Ste. 100 Wadsworth, Ohio 44281
(330) 335-8232

Thence North 00°02'36" West, along the easterly line of a record 0.100 Ac. parcel of land conveyed on 12/08/2022 to Ambrose Properties New England, LLC as recorded in Document No. 2022OR024876 of the Medina County Recorder's records, and the easterly line of a record 1.0000 Ac. parcel of land conveyed on 12/18/2020 to Dorub Holdings, LLC as recorded in Document No. 2020OR032838 of the Medina County Recorder's records, a distance of 217.00 feet to a point (witnessed by a 5/8" iron pin (illegible cap) found North 00°02'36" West, 0.80 feet);

Thence South 88°06'06" West, along the northerly line of said record 1.0000 Ac. Dorub Holdings, LLC parcel, and the northerly line of a record 0.747 Ac. parcel of land conveyed on 12/18/2020 to Dorub Holdings, LLC as recorded in Document No. 2020OR032838 of the Medina County Recorder's records, a distance of 371.00 feet to a 5/8" iron pin found;

Thence South 00°02'36" East, along the westerly line of said record 0.747 Ac. Dorub Holdings, LLC parcel, passing over a 1-1/2" iron pipe found at 216.88 feet, a distance of 217.00 feet to a point (witnessed by a said 1-1/2" iron pipe found North 00°02'36" West, 0.12 feet);

Thence South 88°06'06" West, along the northerly line of a record 0.828 Ac. parcel of land conveyed on 12/08/2022 to Ambrose Properties New England, LLC as recorded in Document No. 2022OR024876 of the Medina County Recorder's records, the northerly line of a record 4.790 Ac. parcel of land conveyed on 12/08/2022 to Ambrose Properties New England, LLC as recorded in Document No. 2022OR024876 of the Medina County Recorder's records, the northerly line of a parcel of land conveyed on 03/04/1992 to Timothy R. Hendricks as recorded in O.R. 676, P. 858 of the Medina County Recorder's records, the northerly line of a parcel of land conveyed on 07/01/2015 to Bradford J. & Brandy L. Hughes as recorded in Document No. 2015OR013692 of the Medina County Recorder's records, the northerly line of a parcel of land conveyed on 09/30/2014 to Kevin M. Seifert as recorded in Document No. 2014OR019631 of the Medina County Recorder's records, the northerly line of a parcel of land conveyed on 04/14/2020 to Jane Costlow as recorded in Document No. 2020OR007974 of the Medina County Recorder's records, and the northerly line of a parcel of land conveyed on 02/11/2016 to Robert & Karyl Getson as recorded in Document No. 2016OR002794 of the Medina County Recorder's records a distance of 1708.69 feet to a 5/8" iron pin (capped "Lewis Land Professionals") set;

Thence North 00°24'33" West, along the easterly line of said Eagle Oaks Subdivision No. 7, passing over a 5/8" iron pin found at 45.06 feet, and a 5/8" iron pin found at 411.23 feet, a distance of 470.05 feet to the PLACE OF BEGINNING and containing 22.0536 acres of land, more or less, as surveyed by Louis J. Giffels, Registered Surveyor No. 7790 in May 2024, for and on behalf of Lewis Land Professionals, Inc.

The BASIS OF BEARING for this description is Grid North of the Ohio State Plane Coordinate System, NAD83 (2011), North Zone as established by GPS Observation

8691 Wadsworth Rd. Ste. 100 Wadsworth, Ohio 44281
(330) 335-8232

Exhibit B
Annexation Plat

See attached.

PLAT OF REGULAR ANNEXATION OF 22.0536 ACRES

FROM THE TOWNSHIP OF BRUNSWICK HILLS TO THE CITY OF BRUNSWICK

Situated in the Township of Brunswick Hills, County of Medina, State of Ohio, and known as being part of Lot 7, Tract 1 of Original Brunswick Township

LEWIS LAND PROFESSIONALS, INC. CIVIL ENGINEERS, SURVEYORS

PER OHIO REVISED CODE 709.02

ACCEPTANCE

I, Thomas G. Simon, Trustee of the Thomas G. Simon 2005 trust U/A/D/ May 26, 2005, owner of the land embraced within this annexation plat, hereby acknowledge this plat and annexation to be my free act and deed. I certify that there are no delinquent taxes or assessments against the lands embraced within this plat.

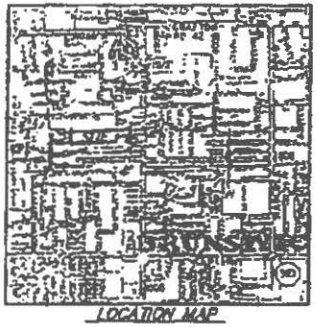
Thomas G. Simon, Trustee

STATE OF OHIO
MEDINA COUNTY

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED THOMAS SIMON AND ACKNOWLEDGED THE MAKING OF THE FOREGOING INSTRUMENT AND THE SIGNING OF THIS PLAT TO BE THEIR FREE ACT AND DEED. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MEDINA OHIO THIS 7 DAY OF JULY, 2024

NOTARY PUBLIC

Patricia S Eck
Notary Public, State of Ohio
My Commission Expires
October 24, 2028



LOCATION MAP

TOTAL AREA TO
BE ANNEXED
=22.0536 ACRES

APPROVALS

This Annexation Plat was duly accepted by the Brunswick City Council at its regular meeting held on the ____ day of _____ 2024 by Ordinance No. _____.

President _____

Deputy Clerk of Council _____

Approved this ____ day of _____, 2024, by the Medina County Commissioners.

Commissioner _____

Commissioner _____

Commissioner _____

Approved for transfer this ____ day of _____, 2024, by the Medina County Tax Map Office.
Tax Map Draftsman: _____

Received for transfer this ____ day of _____, 2024, by the Medina County Auditor's Office.
County Auditor: _____

Received and Recorded this ____ day of _____, 2024, by the Medina County Recorder's Office and is recorded by Plat Document No. _____

Recorder: _____

SURVEYOR'S CERTIFICATION

I hereby certify that I have surveyed the land on this plat, that the plat is a correct representation of the land surveyed, that the survey balances and closes, that all dimensional and geodetic details are correct, and that the monuments shown thereon exist or shall be set at all lot corners and radius returns.

Date: 05/29/2024

Louis J. Gillett — Reg. Ohio Surveyor No. PS-7790

STATE OF OHIO — LOUIS J. GILLETT — 7790 — SURVEYOR

Lewis Land Professionals, Inc.
Civil Engineering & Surveying
8691 Wadsworth Rd. Suite 100 Wadsworth, Ohio 44281
Phone: (330) 335-6232
www.lewisland.com

SHEET 1 OF 2

PROJ. No. 24-106 DRAWING NAME 24-106.dwg

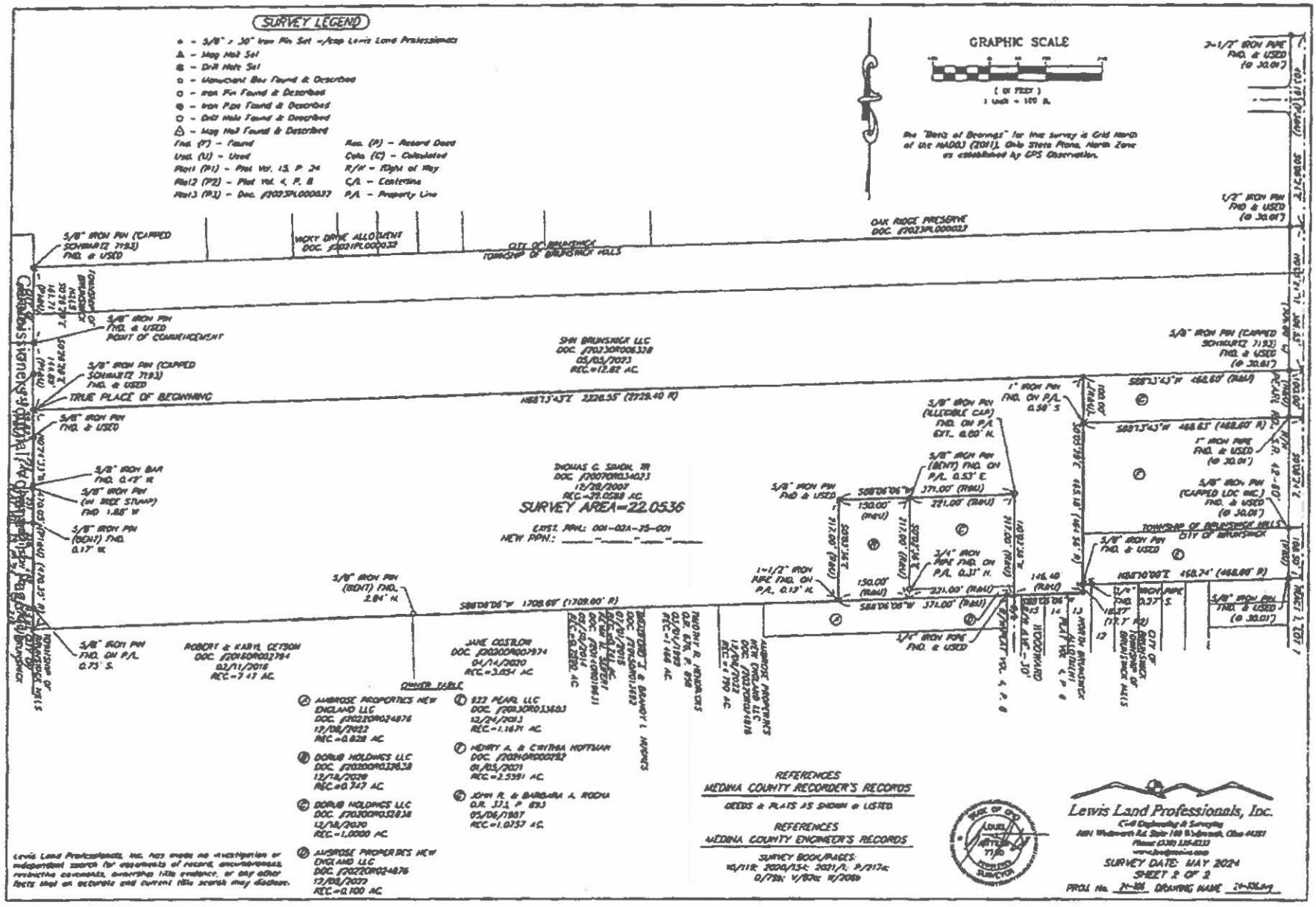

SURVEY LEGEND
GRAPHIC SCALE
SURVEY AREA=22.0536
REFERENCES
MEDINA COUNTY RECORDER'S RECORDS
REFERENCES
MEDINA COUNTY ENGINEER'S RECORDS
Lewis Land Professionals, Inc.
SURVEY DATE: MAY 2024
SHEET 2 OF 2

Exhibit C
Property and Adjacent Tracts

Parcel Number	Name	Mailing Address
Annexation Parcel		
001-02A-25-001	Simon, Thomas G., Trustee	2 Berea Commons Suite 1 Berea, Ohio 44017
Properties Adjacent to Annexation Parcel		
001-02A-21-009	SHN Brunswick, LLC	10940 S Parker Rd #136 Parker, CO 80134
001-02A-25-002	Rocha, John R. & Barbara A.	989 Substation Rd. Brunswick, Ohio 44212
001-02A-25-047	Hoffman, Henry A. & Cynthia	7902 Salisbury Dr. Parma, Ohio 44129
003-18A-07-136	922 Pearl, LLC	P.O. Box 41187 Brecksville, Ohio 44141
001-02A-25-023	Ambrose Properties of New England, LLC	3660 Center Rd. #117 Brunswick, Ohio 44212
001-02A-25-024	Ambrose Properties of New England, LLC	3660 Center Rd. #117 Brunswick, Ohio 44212
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003-18A-06-107	Bowers, Christopher E.	4600 Boxwood Dr. Brunswick, Ohio 44212
003-18A-06-108	Hopkins, Miriam	4598 Boxwood Dr. Brunswick, Ohio 44212
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4868-0354-6809, v. 1

MEDINA COUNTY ENGINEER
Andrew J. Conrad, P.E., P.S.
ENGINEERING DEPARTMENT
P.O. BOX 825
791 W. SMITH RD.
MEDINA, OH 44258
PHONE (330) 723-9561
FAX (330) 723-9661

MEMORANDUM

TO: Rhonda Beck, Clerk

FROM: Michael Martin, Tax Maps

RE: Regular Annexation Petition and Plat Review – to annex 22.0536 acres from the Township of Brunswick Hills to the City of Brunswick.

DATE: June 26, 2024

I reviewed the Annexation Plat and Legal Description (from the surveyor) and found that both are accurate and correct for transfer.

I have also received a copy of the petition. It also is correct for transfer.

Thank you,

Michael Martin

CITY OF BRUNSWICK, OHIO
RESOLUTION NUMBER 63-2024

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION DECLARING THE INTENTION OF THE CITY OF BRUNSWICK TO PROVIDE MUNICIPAL SERVICES TO A 22.0536± ACRE PROPERTY (PPN 001-02A-25-001) LOCATED ON WOODWARD AVENUE.

WHEREAS: The City of Brunswick has been notified that a Petition for Regular Annexation on Application of Owners (the "Petition") was presented to the Medina County Commissioners requesting that a parcel of real property located on Woodward Avenue be annexed from Brunswick Hills Township to the City of Brunswick, and

WHEREAS: The City of Brunswick does not object to this Petition.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: The Council for the City of Brunswick hereby declares that, should the Medina County Commissioners grant the annexation of 22.0536± acres of property located on Woodward Avenue (PPN 001-02A-25-001), the City of Brunswick will provide police protection, fire prevention/suppression, EMS service, and any and all other services rendered to residents of the City of Brunswick. Additionally, the City of Brunswick will support any application to the Cleveland Division of Water for connection to the water system for the provision of water services to the property and to the Medina County Sanitary Engineer for connection to the sanitary sewer system, subject to payment of any and all applicable costs and fees.

SECTION 2: That the Council of the City of Brunswick hereby urges the County to undertake a careful and deliberate study of all matters presented in the Petition for Regular Annexation on Application of Owners, as attached hereto as Exhibit "A", and to approve the proposed annexation of such property to the City of Brunswick.

SECTION 3: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, welfare, and providing for the usual daily operation of a municipality, and for the further reason that the approved legislation must be filed with the Medina County Commissioners' Office twenty (20) days before the August 27, 2024 hearing date. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading July 15, 2024

Rules Suspended: AYES 6 NAYS 0

ADOPTED: July 15, 2024 AYES 6 NAYS 0

ATTEST: Irene Jayapandian
Assistant Clerk of Council
Irene Jayapandian

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 7/15/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 63-2024** - An emergency resolution declaring the intention of the City of Brunswick to provide municipal services to a 22.0536± acre property (PPN 001-02A-25-001) located on Woodward Avenue. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Dennis Nevar)*

BACKGROUND: The City of Brunswick has been notified that a Petition for Regular Annexation on Application of Owners (the "Petition") was presented to the Medina County Commissioners requesting that a parcel of real property located on Woodward Avenue be annexed from Brunswick Hills Township to the City of Brunswick.

PURPOSE AND EXPLANATION: The Council for the City of Brunswick hereby declares that, should the Medina County Commissioners grant the annexation of 22.0536± acres of property located on Woodward Avenue (PPN 001-02A-25-001), the City of Brunswick will provide police protection, fire prevention/suppression, EMS service, and any and all other services rendered to residents of the City of Brunswick.

IMPLEMENTATION SCHEDULE: Immediately.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	No
Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?
The approved legislation must be filed with the Medina County Commissioners' Office twenty (20) days before the August 27, 2024, hearing date.

RECEIVED
JUL 03 2024
By

CRITCHFIELD
www.ccj.com

June 27, 2024

Via Certified Mail

Clerk of Council
City of Brunswick
4095 Center Road
Brunswick, OH 44212

RE: Petition for Regular Annexation – 22.0536 acres
Brunswick Hills Township to the City of Brunswick

Dear Clerk:

Please be advised that a Petition for Annexation was filed with the Medina County Commissioners on June 25, 2024 at 3:22 p.m. The Board of Medina County Commissioners will conduct a hearing on the Petition for Annexation on **Tuesday, August 27, 2024 at approximately 11:00 a.m.** I am enclosing copies of the Petition with exhibits and the notice of hearing received from the Medina County Commissioners for your review and retention.

Please contact me should you have any questions or need additional information.

Sincerely,

Daniel P. Calvin

DPC/tas
Enclosures

4879-4773-3452, v. 1

Daniel P. Calvin
calvin@ccj.com
4996 Foote Road
Medina, OH 44256
P: 330.723.6404
F: 330.721.7644

Medina County Board of Commissioners

Stephen D. Hambley *Aaron M. Harrison* *Colleen M. Swedyk*

June 26, 2024

Via Email (calvin@ccj.com) and Regular U.S. Mail

Daniel P. Calvin, Esq.
Critchfield Law Firm
4996 Foote Road
Medina, OH 44256

RE: Petition for Regular Annexation – 22.0536 acres
Brunswick Hills Township to the City of Brunswick

Dear Mr. Calvin,

The Medina County Board of Commissioners is in receipt of the regular petition for annexation received from your office on June 25, 2024. A time-stamped copy of the petition was provided at the time of filing for your records. Please advise if you wish for future correspondence to be sent via email, or if regular mail is your preferred method.

The Board of Commissioners will conduct a hearing on the above-referenced petition for annexation on **Tuesday, August 27, 2024, at 11:00 a.m.** providing no objections are received between now and then. Our office will arrange for a court reporter to be present at this hearing.

Sincerely,

Rhonda J. Beck

Rhonda Beck
Clerk of the Board of County Commissioners

County Administration Building • 144 N. Broadway Street, Room 201 • Medina, OH 44256
330.722.9208 (office) • 330.722.9206 (fax) • www.medinaco.org

Petition for Annexation
To the City of Brunswick
of 22.0536 acres, more or less
In the Township of Brunswick Hills
(Regular Petition – O.R.C. §709.02)

MEDINA CO COMMISSIO
JUN 25 '24 PM3:22

The undersigned ("Petitioner"), being the sole owner of the real property known as Medina County Permanent Parcel Number 001-02A-25-001, which parcel consists of 22.0536 acres as more fully described in **Exhibit A** attached hereto and made a part hereof ("Property") hereby petitions, pursuant to Ohio Revised Code Section 709.02, for the annexation of the Property to the City of Brunswick, Medina County, Ohio.

In support of its petition, Petitioner states as follows:

1. The legal description of the perimeter of the Property is attached hereto as **Exhibit A** and made a part hereof.

2. A plat map of the Property is attached hereto as **Exhibit B** and made a part hereof. The Property is adjacent to the City of Brunswick.

3. The undersigned Petitioner is the sole owner, as defined in ORC Section 709.02(E), of all of the land in the area proposed to be annexed.

4. A list of all tracts, lots, or parcels in the territory proposed for annexation, and all tracts, lots, or parcels located adjacent to that territory or directly across the road from it is attached hereto as **Exhibit C** and made a part hereof.

5. Daniel P. Calvin, Attorney, of 4996 Foote Road, Medina, Ohio 44256, is hereby appointed agent for Petitioner with full power and authority to do any and all things necessary in connection with the filing, review and approval of this petition.

[*Signatures appear on following page*]

[Signature Page to Petition for Annexation]

Petitioner:

Trustee

Thomas G. Simon, Trustee of the Thomas G. Simon 2005 Trust U/A/D/ May 26, 2005

Date: 6-7-, 2024

Acceptance of Appointment

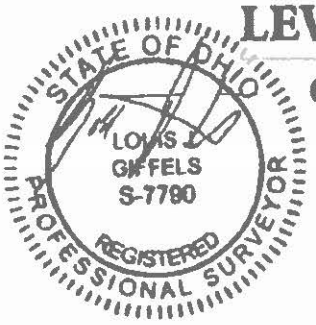
The undersigned, named herein agent for Petitioner, hereby acknowledges and accepts the appointment of agent for said Petitioner.

Daniel P. Calvin

Exhibit A
Legal Description

See attached.

LEWIS LAND PROFESSIONALS
INC.
Civil Engineering & Land Surveying



Legal Description
Township of Brunswick Hills
Annexation
Project No. 24-106
Area = 22.0536 Acres

Situated in the Township of Brunswick Hills, County of Medina, State of Ohio, and known as being part of Lot 7, Tract 1 of Original Brunswick Township, also known as being all of a parcel of land conveyed on 12/28/2007 to Thomas G. Simon, Tr, as recorded in Document No. 2007OR034023 of the Medina County Recorder's records and being further bounded and described as follows:

Commencing at a 5/8" iron pin found at the northeasterly corner of Sublot 254 of Eagle Oaks Subdivision No. 7 as recorded in Plat Vol. 15, P. 24 of the Medina County Recorder's records; thence **South 00°26'28" East**, along the easterly line of said Eagle Oaks Subdivision No. 7, a distance of **144.89 feet** to a 5/8" iron pin (capped "Schwartz 7193") found at the **TRUE PLACE OF BEGINNING** for the parcel of land herein described;

Thence **North 88°13'43" East**, along the southerly line of a parcel of land conveyed on 05/05/2023 to SHN Brunswick, LLC as recorded in Document No. 2023OR006328 of the Medina County Recorder's records, a distance of **2228.55 feet** to a 5/8" iron pin (capped "Lewis Land Professionals") set;

Thence **South 00°05'29" East**, along the westerly line of a parcel of land conveyed on 05/06/1987 to John R. & Barbara A. Rocha as recorded in O.R. 373, P. 893 of the Medina County Recorder's records, the westerly line of a parcel of land conveyed on 01/05/2021 to Henry A. & Cynthia Hoffman as recorded in Document No. 2021OR000292 of the Medina County Recorder's, the westerly line of a parcel of land conveyed on 12/24/2013 to 922 Pearl, LLC as recorded in Document No. 2013OR033603 of the Medina County Recorder's records , and a westerly line of Sublot 13 of North Brunswick Allotment as recorded in Plat Vol. 4, P. 8 of the Medina County Recorder's records, passing over a 1" iron pin found at 100.58 feet, and a 5/8" iron pin found at 446.91 feet, a distance of **465.18 feet** to a 5/8" iron pin (capped "Lewis Land Professionals") set;

Thence **South 88°06'06" West**, along the northerly line of said North Brunswick Allotment, a distance of **146.40 feet** to a 5/8" iron pin (capped "Lewis Land Professionals") set;

8691 Wadsworth Rd. Ste. 100 Wadsworth, Ohio 44281
(330) 335-8232

Thence **North 00°02'36" West**, along the easterly line of a record 0.100 Ac. parcel of land conveyed on 12/08/2022 to Ambrose Properties New England, LLC as recorded in Document No. 2022OR024876 of the Medina County Recorder's records, and the easterly line of a record 1.0000 Ac. parcel of land conveyed on 12/18/2020 to Dorub Holdings, LLC as recorded in Document No. 2020OR032838 of the Medina County Recorder's records, a distance of **217.00 feet** to a point (witnessed by a 5/8" iron pin (illegible cap) found North 00°02'36" West, 0.80 feet);

Thence **South 88°06'06" West**, along the northerly line of said record 1.0000 Ac. Dorub Holdings, LLC parcel, and the northerly line of a record 0.747 Ac. parcel of land conveyed on 12/18/2020 to Dorub Holdings, LLC as recorded in Document No. 2020OR032838 of the Medina County Recorder's records, a distance of **371.00 feet** to a 5/8" iron pin found;

Thence **South 00°02'36" East**, along the westerly line of said record 0.747 Ac. Dorub Holdings, LLC parcel, passing over a 1-1/2" iron pipe found at 216.88 feet, a distance of **217.00 feet** to a point (witnessed by a said 1-1/2" iron pipe found North 00°02'36" West, 0.12 feet);

Thence **South 88°06'06" West**, along the northerly line of a record 0.828 Ac. parcel of land conveyed on 12/08/2022 to Ambrose Properties New England, LLC as recorded in Document No. 2022OR024876 of the Medina County Recorder's records, the northerly line of a record 4.790 Ac. parcel of land conveyed on 12/08/2022 to Ambrose Properties New England, LLC as recorded in Document No. 2022OR024876 of the Medina County Recorder's records, the northerly line of a parcel of land conveyed on 03/04/1992 to Timothy R. Hendricks as recorded in O.R. 676, P. 858 of the Medina County Recorder's records, the northerly line of a parcel of land conveyed on 07/01/2015 to Bradford J. & Brandy L. Hughes as recorded in Document No. 2015OR013692 of the Medina County Recorder's records, the northerly line of a parcel of land conveyed on 09/30/2014 to Kevin M. Seifert as recorded in Document No. 2014OR019631 of the Medina County Recorder's records, the northerly line of a parcel of land conveyed on 04/14/2020 to Jane Costlow as recorded in Document No. 2020OR007974 of the Medina County Recorder's records, and the northerly line of a parcel of land conveyed on 02/11/2016 to Robert & Karyl Getson as recorded in Document No. 2016OR002794 of the Medina County Recorder's records a distance of **1708.69 feet** to a 5/8" iron pin (capped "Lewis Land Professionals") set;

Thence **North 00°24'33" West**, along the easterly line of said Eagle Oaks Subdivision No 7, passing over a 5/8" iron pin found at 45.06 feet, and a 5/8" iron pin found at 411.23 feet, a distance of **470.05 feet** to the **PLACE OF BEGINNING** and containing **22.0536 acres** of land, more or less, as surveyed by Louis J. Giffels, Registered Surveyor No. 7790 in May 2024, for and on behalf of Lewis Land Professionals, Inc.

The **BASIS OF BEARING** for this description is Grid North of the Ohio State Plane Coordinate System, NAD83 (2011), North Zone as established by GPS Observation.

8691 Wadsworth Rd Ste 100 Wadsworth, Ohio 44281
(330) 335-8232

Exhibit B
Annexation Plat

See attached.

PLAT OF REGULAR ANNEXATION OF 22.0536 ACRES

FROM THE TOWNSHIP OF BRUNSWICK HILLS TO THE CITY OF BRUNSWICK

Situated in the Township of Brunswick Hills, County of Medina, State of Ohio, and known as being part of Lot 7, Tract 1 of Original Brunswick Township

LEWIS LAND PROFESSIONALS, INC. CIVIL ENGINEERS, SURVEYORS

ACCEPTANCE

I, Thomas C. Simon, trustee of the Thomas C. Simon 2005 Trust U/A/D/ May 26, 2005, owner of the land embraced within this annexation plat, hereby acknowledge this plat and annexation to be my free act and deed. I certify that there are no delinquent taxes or assessments against the lands embraced within this plat.

Thomas C. Simon, Trustee

STATE OF OHIO
MEDINA COUNTY

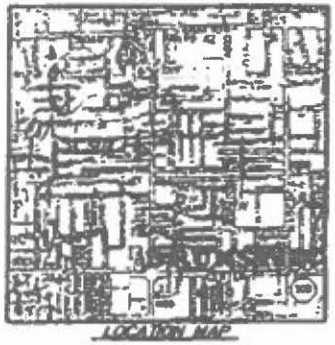
BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED THOMAS SIMON AND ACKNOWLEDGED THE MAKING OF THE FOREGOING INSTRUMENT AND THE SIGNING OF THIS PLAT TO BE THEIR FREE ACT AND DEED.
IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MEDINA OHIO THIS 17 DAY OF JUNE 2024.

NOTARY PUBLIC

NOTARY SEAL STATE OF OHIO

Patricia S Eck
Notary Public, State of Ohio
My Commission Expires
October 24, 2028

PER OHIO REVISED CODE 709.02



LOCATION MAP

TOTAL AREA TO BE ANNEXED =22.0536 ACRES

APPROVALS

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President

Deputy Clerk of Council

Approved this ___ day of _____, 2024, by the Medina County Commissioners.

Commissioner

Commissioner

Commissioner

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Tax Map Draftsman _____

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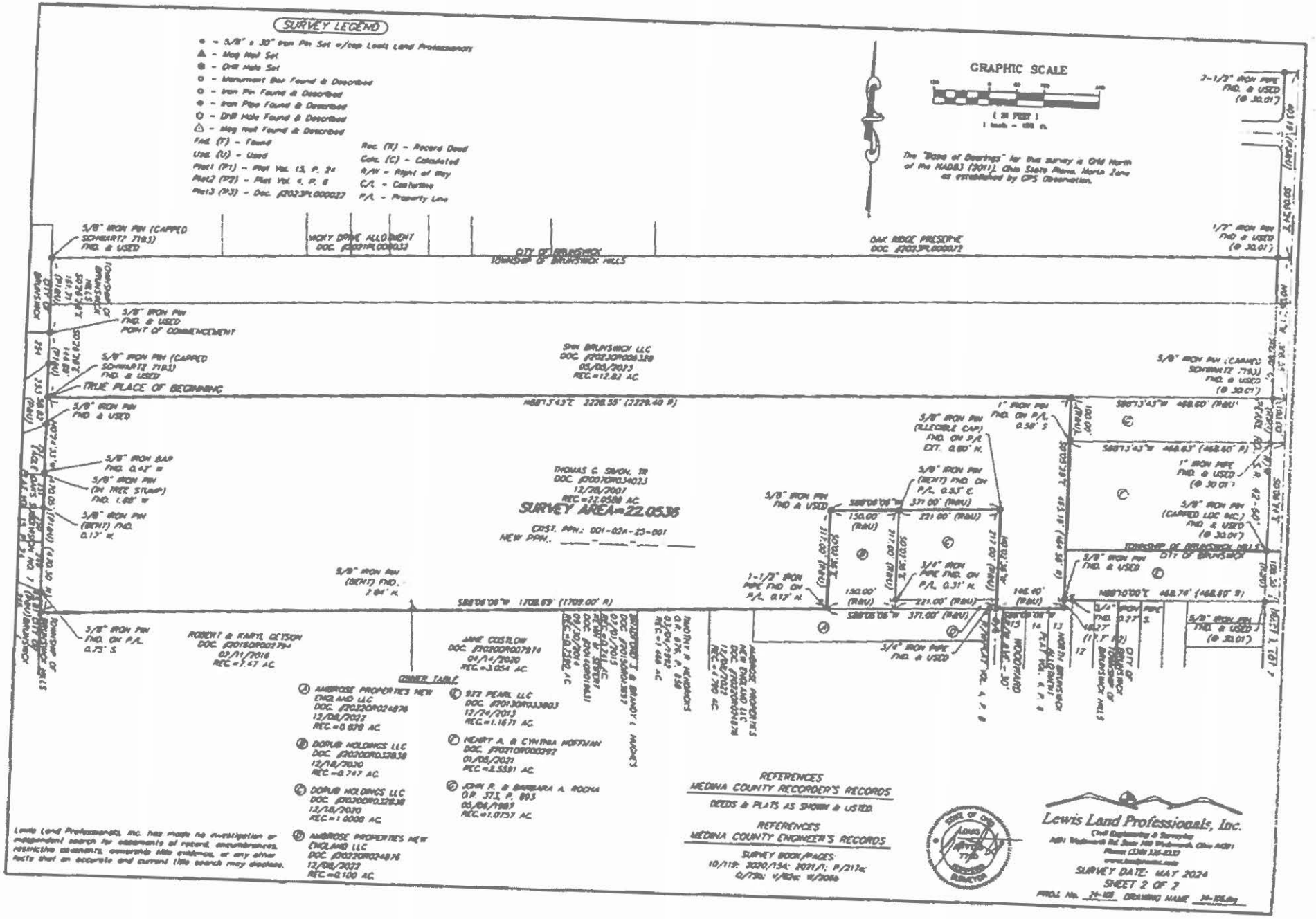
I hereby certify that I have surveyed the land on this plat, that the plat is a correct representation of the land surveyed, that the survey balances and closes, that all dimensional and geodetic details are correct, and that the monuments shown thereon exist or shall be set at all lot corners and radius returns.

Louis J. Gillela — Date: 05/29/2024
Reg. Ohio Surveyor No. PS-7790

STATE OF OHIO LOUIS J GILLELA 7790 SURVEYOR

Lewis Land Professionals, Inc.
Civil Engineering & Surveying
6991 Wadsworth Rd. Suite 100 Wadsworth, Ohio 44281
Phone: (330) 335-0032
www.lewislandpro.com

SHEET 1 OF 2
PROJ No. 24-105 DRAWING NAME 24-105.dwg


SURVEY LEGEND
GRAPHIC SCALE
SURVEY AREA=22.0536
REFERENCES
MEDINA COUNTY RECORDER'S RECORDS
DEEDS & PLATS AS SHOWN & USED.
REFERENCES
MEDINA COUNTY ENGINEER'S RECORDS
Lewis Land Professionals, Inc.
SURVEY DATE: MAY 2024
SHEET 2 OF 2

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FROM THE TOWNSHIP OF BRUNSWICK HILLS TO THE CITY OF BRUNSWICK

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LEWIS LAND PROFESSIONALS, INC. CIVIL ENGINEERS, SURVEYORS

MEDINA CO COMMISSIO
JUN 25 '24 PM3:22

PER OHIO REVISED CODE 709.02

ACCEPTANCE

I, Thomas C. Simon, Trustee of the Thomas C. Simon 2005 Trust U/A/D/ May 26, 2005, owner of the land embraced within this annexation plat, hereby acknowledge this plat and annexation to be my free act and deed. I certify that there are no delinquent taxes or assessments against the lands embraced within this plat.

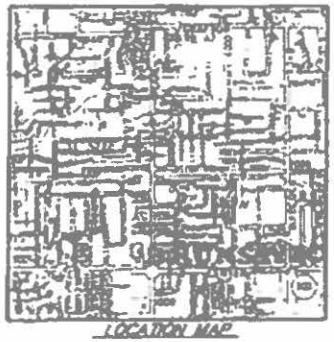
Thomas C. Simon, Trustee

STATE OF OHIO
MEDINA COUNTY

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAME THOMAS SIMON AND ACKNOWLEDGED THE MAKING OF THE OPPOSITE INSTRUMENT AND THE SIGNING OF THIS PLAT TO BE THEIR FREE ACT AND DEED, IN TESTIMONY WHEREOF, HAVE [illegible] MY HAND AND AFFIXED MY OFFICIAL SEAL AT MEDINA, OHIO, DATE [illegible] 2024.

NOTARY PUBLIC

Patricia S Eck
Notary Public, State of Ohio
My Commission Expires
October 24, 2028



LOCATION MAP

TOTAL AREA TO BE ANNEXED =22.0536 ACRES

APPROVALS

This Annexation Plat was duly accepted by the Brunswick City Council at its regular meeting held on the ____ day of _____ 2024 by Ordinance No. _____

President _____

Deputy Clerk of Council _____

Approved this ____ day of _____, 2024, by the Medina County Commissioners.

Commissioner _____

Commissioner _____

Commissioner _____

Approved for transfer this ____ day of _____ 2024, by the Medina County Tax Map Office
Tax Map Draftsman _____

Received for transfer this ____ day of _____ 2024 by the Medina County Auditor's Office
County Auditor _____

Received and Recorded this ____ day of _____, 2024, by the Medina County Recorder's Office and is recorded by Plat Document No. _____

Recorder: _____

SURVEYOR'S CERTIFICATION

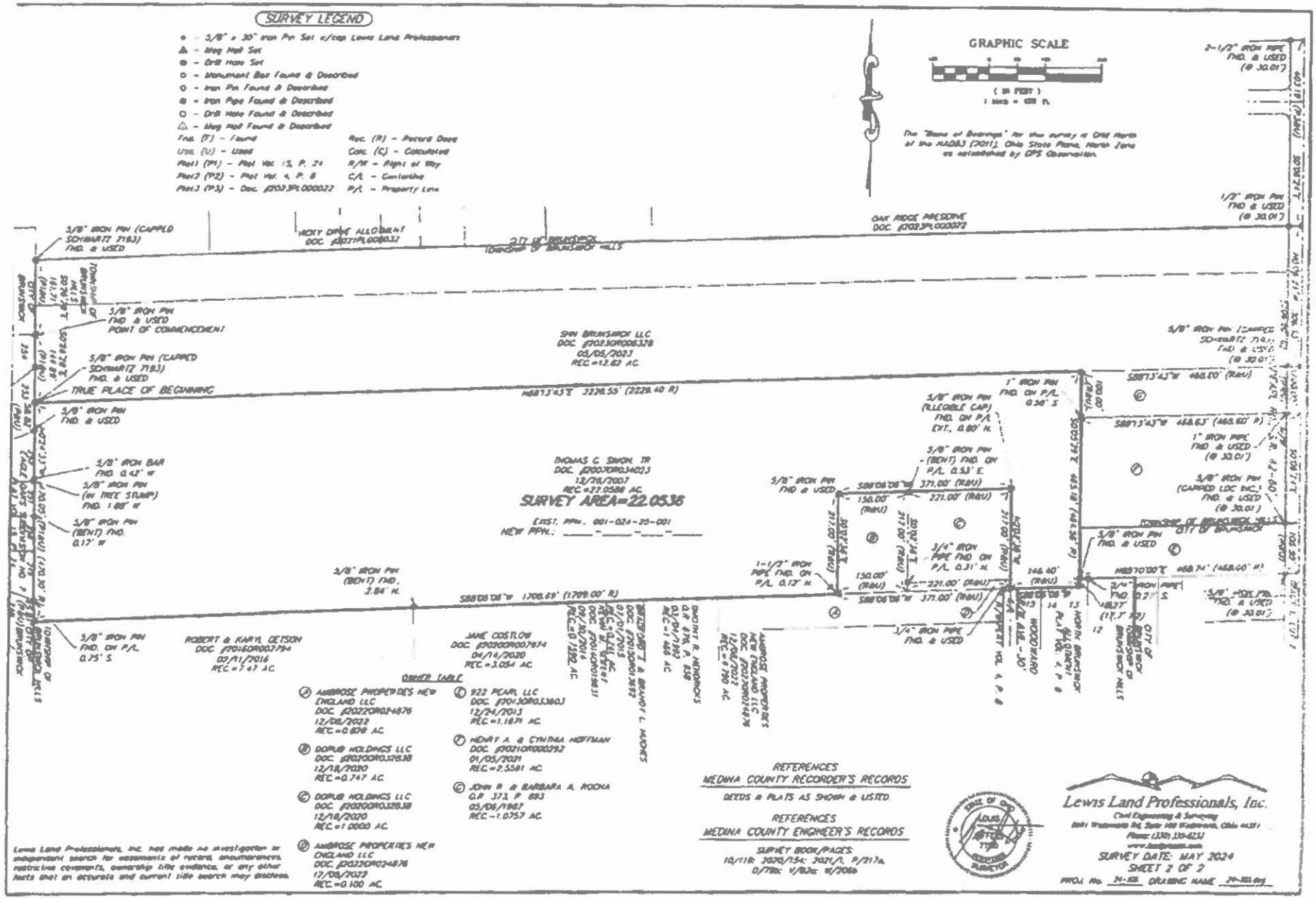
I hereby certify that I have surveyed the land on this plat, that the plat is a correct representation of the land surveyed, that the survey balances and closes, that all dimensional and geodetic details are correct, and that the monuments shown thereon exist or shall be set at all lot corners and radius returns.

Louis J. Giffels — Date: 05/29/2024
Reg. Ohio Surveyor No. PS-87790

STATE OF OHIO — LOUIS J. GIFFELS 7790 — SURVEYOR

Lewis Land Professionals, Inc.
Civil Engineering & Surveying
[illegible]
Phone: [illegible]
www.[illegible]

SHEET 1 OF 2
PROJ. No. 24 106 DRAWING NAME [illegible]


SURVEY LEGEND
GRAPHIC SCALE
SURVEY AREA=22.0536
TRUE PLACE OF BEGINNING
OWNER TABLE
REFERENCES
MEDINA COUNTY RECORDER'S RECORDS
DEEDS & PLATS AS SHOWN & USED.
REFERENCES
MEDINA COUNTY ENGINEER'S RECORDS
Lewis Land Professionals, Inc.
SURVEY DATE: MAY 2024
SHEET 2 OF 2

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/10/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Dennis Nevar

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 25-2025 -** An emergency resolution authorizing the City Manager to enter into an Opioid Settlement Fund Disbursement Agreement with Hope Recovery Community, Inc. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Carl DeForest)*

BACKGROUND: The City of Brunswick is one of approximately 2,000 local governments to receive opioid settlement funds to prevent, treat and support recovery from addiction from opioids and/or other co-occurring substance abuse and/or mental health conditions. The City received and currently has $98,732.60 in unencumbered opioid settlement funds.

PURPOSE AND EXPLANATION: The City Administration recommends entering into an annual Settlement Fund Disbursement Agreement that would direct the $98,732.60 in opioid settlement funds to Hope Recovery Community, Inc., an Ohio non-profit corporation. Hope Recovery Community, Inc., intends to enter into a lease agreement with Brunswick Church of the Nazarene for the lease of residential real property located in the City of Brunswick. Hope Recovery Community, Inc. intends to utilize the received Settlement Funds solely to renovate the property and purchase tangible furniture, fixtures and equipment to be located on or within the property to support the permitted uses, and shall maintain an itemized accounting of the use of the Settlement Funds, and comply with all requirements of the Codified Ordinances of the City of Brunswick.

IMPLEMENTATION SCHEDULE: At the earliest time allowed by law. The Agreement will not be finalized until such time as Hope Recovery delivers to the City of Brunswick a fully executed Lease Agreement with the Brunswick Church of the Nazarene.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The City received and currently has $98,732.60 in unencumbered opioid settlement funds in the Opioid Settlement Fund #141.

After execution of the agreement, a purchase order for the total amount of $98,732.60 will be issued. The funds must be used for the renovation of the subject property and the purchase of tangible furniture, fixtures and equipment (the "FF&E") to be located on or

within the property to support the Permitted Uses. Furthermore, certain funds are to be used to renovate the property, the entire amount of which shall be in satisfaction of all rent due and owing for the initial term.

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	No
Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?
The City Administration requests that City Council approve this measure as an emergency with suspension of the rules to allow the disbursement of funds once the conditions of the agreement are met, thus allowing the recipient ample time to make renovations to support recovery efforts.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 25-2025

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN OPIOID SETTLEMENT FUND DISBURSEMENT AGREEMENT WITH HOPE RECOVERY COMMUNITY, INC.

WHEREAS: The City of Brunswick is one of approximately 2,000 local governments to receive opioid settlement funds (the "Settlement Funds") to prevent, treat and support recovery from addiction from opioids and/or other co-occurring substance abuse and/or mental health conditions;

WHEREAS: Pursuant to the terms of settlement, Settlement Funds shall be utilized to prevent, treat and support recovery from addiction, including opioids and/or other co-occurring substance abuse and/or mental health conditions, which are long-lasting (chronic) diseases that can cause major health, social and economic problems at the individual, family and/or community level (the "Permitted Uses");

WHEREAS: The City of Brunswick is presently in receipt of Settlement Funds in the amount of $98,732.60 to be utilized consistent with the Permitted Uses;

WHEREAS: Hope Recovery Community, Inc., an Ohio non-profit corporation (the "Intended Recipient"), intends to enter into a lease agreement with Brunswick Church of the Nazarene (the "Lease") with an initial term of four (4) years (the "Initial Term") for the lease of residential real property (the "Property") located in the City of Brunswick to support the Permitted Uses;

WHEREAS: The Intended Recipient intends to utilized approximately $60,000.00 of the Settlement Funds to renovate the Property, the entire amount of which shall be in satisfaction of all rent due and owing for the Initial Term of the Lease (the "Specific Lease Requirement"), with the remainder to be utilized to purchase tangible furniture, fixtures and equipment (the "FF&E") to be located on or within the Property to support the Permitted Uses;

WHEREAS: The Intended Recipient shall be required to maintain an itemized accounting to detail the use of the Settlement Funds and otherwise comply with all applicable law; and

WHEREAS: The Administration recommends entering into an Opioid Settlement Fund Disbursement Agreement with the Intended Recipient.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager is hereby authorized and directed, upon approval of the Law

Director, to enter into an Opioid Settlement Fund Disbursement Agreement, in the form attached hereto as Exhibit "A", to provide the Intended Recipient with Settlement Funds in the amount of $98,732.60 to be utilized as expressly provided therein. Such Agreement shall not be effective until such time as the City is in receipt of a copy of the fully executed Lease containing the Specific Lease Requirement, which compliance shall be as determined by the Law Director.

SECTOIN 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to distribute the Settlement Funds for the Permitted Uses. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

OPIOID SETTLEMENT FUND DISBURSEMENT AGREEMENT

THIS OPIOID SETTLEMENT FUND DISBURSEMENT AGREEMENT (the "Agreement") is entered into by and between the City of Brunswick, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "City") and Hope Recovery Community, Inc., an Ohio non-profit corporation (the "Recipient"). Each party to this Agreement is individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City of Brunswick is one of approximately 2,000 local governments to receive opioid settlement funds (the "Settlement Funds") to prevent, treat and support recovery from addiction from opioids and/or other co-occurring substance abuse and/or mental health conditions.

WHEREAS, pursuant to the terms of settlement, Settlement Funds shall be utilized to prevent, treat and support recovery from addiction, including opioids and/or other co-occurring substance abuse and/or mental health conditions, which are long-lasting (chronic) diseases that can cause major health, social and economic problems at the individual, family and/or community level (the "Permitted Uses").

WHEREAS, the Recipient intends to enter into a lease agreement with Brunswick Church of the Nazarene (the "Lease") with an initial term of four (4) years (the "Initial Term") for the lease of residential real property (the "Property") to support the Permitted Uses.

WHEREAS, as part of the proposed Lease, Recipient intends to utilize approximately $60,000.00 of the received Settlement Funds to renovate the Property, the entire amount of which shall be in satisfaction of all rent due and owing for the Initial Term (the "Specific Lease Requirement").

NOW, THEREFORE, based upon the recitals, representations, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto agree to the following:

1) Settlement Fund Distribution. Within ten (10) business days of the full execution of this Agreement and receipt of the fully executed Lease containing the Specific Lease Requirement (the "Effective Date"), the City shall remit Settlement Funds in the amount of $98,732.60 to Recipient for use as solely provided herein.

2) Use of Settlement Funds. Recipient agrees that use of Settlement Funds shall be solely for the renovation of the subject Property and purchase of tangible furniture, fixtures and equipment (the "FF&E") to be located on or within the Property to support the Permitted Uses.

3) Accounting. Recipient shall maintain an itemized accounting of the use of Settlement Funds, including copies of paid invoices confirming costs of renovations to the Property and FF&E costs (the "Account") and such other and

additional information as requested by the City. Contemporaneously with its application for an Occupancy Permit and at such other times thereafter as requested by the City, Recipient shall provide the City with a copy of the Account.

4) Permits/Inspections/Occupancy. Recipient shall comply with all requirements of the Codified Ordinances of the City of Brunswick including, without limitation, contractor registration, permitting, zoning approvals, inspections and occupancy. At the sole and absolute discretion of the City Manager, fees associated therewith may be waived in whole or in part.

5) Default/Termination. Recipient shall be deemed in default of this Agreement if Recipient: (a) Recipient fails to utilize Settlement Funds as provided in Section 2 hereof; (b) Recipient's non-profit status is revoked or suspended and same is not reinstated within thirty (30) days of revocation/suspension; or (c) if Recipient fails to submit a proper Account to the City per Section 3 hereof.

In the event of default that remains uncured beyond any applicable cure period, if any, Recipient shall reimburse the City the entire amount of the Settlement Funds upon written demand.

6) Indemnification. Recipient, its affiliates, subsidiaries, members, shareholders, partners, directors, officers, employees, agents, insurers, heirs, beneficiaries, predecessors, successors, assigns, and all representatives acting on its behalf (collectively the "Releasing Party"), shall indemnify, defend and hold the City, its officers, directors, employees, agents, insurers, successors, assigns and all representatives acting on the City's behalf (collectively the "Released Party"), harmless from and against any and all, and covenants not to sue any Released Party, for any, past, present, and future claims, causes of action, damages, losses, counterclaims, demands, obligations, penalties, fines, liabilities and injuries, including but not limited to all liability, costs, expenses, fees (including attorneys' fees), and interest, of any kind or description whatsoever in law or in equity, now known, or hereafter discovered, and all other damages, both compensatory and punitive, whether direct or indirect, arising in common law, tort, contract, statute, administrative rule or process, regulatory rule or process, or otherwise, which any Releasing Party or any third-party, had, or may have, against any Released Party arising from this Agreement, including, without limitation, the distribution of the Settlement Funds to Recipient and/or Recipient's use of the Settlement Funds as provided herein (collectively the "Released Claims").

7) Representations. Each Party represents and warrants that such Party to this Agreement has full and unrestricted power, right, and authority to enter into this Agreement and perform its respective obligations hereunder.

8) Recitals. The recitals set forth herein are incorporated in this Agreement by reference.

9) Headings. The headings preceding each Section are intended for the convenience of the Parties to this Agreement and have no legal significance.

10) Amendment. This Agreement shall not be amended, changed, or modified except by written instrument signed by all of the Parties hereto.

11) Notices. All notices required or permitted to be provided pursuant to this Agreement shall be provided by email to the following (as same may be updated from time to time in writing), which shall be deemed delivered upon receipt of a delivery confirmation:

If to City:

City of Brunswick
Attn: Carl S. DeForest, City Manager
4095 Center Road
Brunswick, Ohio 44212
cdeforest@brunswick.oh.us

If to Recipient:

Hope Recovery Community, Inc.
Attn: Jon Robinson, Director of Operations & Recovery Housing
200 Highland Drive
Medina, Ohio 44256
jrobinson@hoperecoverycommunity.org

12) Governing Law/Jurisdiction/Litigation. This Agreement shall be interpreted, construed, and governed by the internal laws of the State of Ohio without regard to conflicts of law principles. Any action or lawsuit filed to enforce any provision of this Agreement shall be exclusively filed and venued in the Medina County Court of Common Pleas.

13) Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Signatures delivered by electronic means (facsimile, pdf scan, etc.) shall be deemed binding originals thereof.

14) Binding Effect. This Agreement shall bind and inure to the benefit of the Parties hereto, their respective affiliates, subsidiaries, members, shareholders, partners, directors, officers, employees, agents, insurers, heirs, beneficiaries, predecessors, successors, assigns, and all representatives acting on their respective behalves.

15) Severability. In the event one or more provisions of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the remaining provisions contained in this Agreement shall survive, not in

any way be affected or impaired, and this Agreement shall be enforced in full as if the unenforceable provision never existed.

16) Full Disclosure. The Parties acknowledge and understand that each Party has had the opportunity to receive and engage counsel regarding its respective rights, obligations, and liabilities under this Agreement.

17) Entire Agreement. This Agreement constitutes the entire agreement of the Parties. There are no communications or oral understandings contrary to, different from, or which in any way restrict this Agreement and all prior agreements or understandings are hereby superseded and rendered null and void. No Party has relied upon any statement or information not found within this Agreement in entering into the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Opioid Settlement Fund Disbursement Agreement as of the dates indicated below.

CITY OF BRUNSWICK

_____
Carl S. DeForest, City Manager

Date:_____

HOPE RECOVERY COMMUNITY, INC.

_____

By:_____

Title:_____

Date:_____

Approved as to form:

_____
Dennis A. Nevar, Law Director

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/10/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Dennis Nevar

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 26-2025 -** An emergency ordinance amending Section 222.04 of the City of Brunswick Codified Ordinances. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Carl DeForest*)

BACKGROUND: The City of Brunswick has in effect 9.4 Public Records Policy, and the charge for reproduction of documents is the same as listed in Brunswick Codified Code Section 222.04, as currently written. With the passing of Ohio House Bill 315 and signed into law by Governor DeWine, which amends ORC Section 149.43(B)(1), in part, municipalities may charge a reasonable fee ($75 per hour up to $750) to cover costs related to the inspection, redaction, and editing of public video records from law enforcement agencies, as accommodating such requests may take staff time and resources. The fee provision included in House Bill 315 gives municipalities the option of implementing a fee to cover some of the costs of preparing and releasing such video records.

PURPOSE AND EXPLANATION: The purpose of this legislation is to update Section 222.04 of the Brunswick Codified Ordinances by deleting the current Section in its entirety and replacing it with language to reflect the amendments to ORC Section 149.43(B)(1) which were passed and signed into law through Ohio House Bill 315.

IMPLEMENTATION SCHEDULE: The City Administration requests that this legislation be adopted as an emergency measure after two readings of Council.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	Yes

Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?
It is requested that this measure be adopted as an emergency to ensure that the video record fee charges are in effect at the effective date of the law.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 26-2025

BY: Mr. Kuczma, Mr. Delsanter, and Mrs. Piper

AN EMERGENCY ORDINANCE AMENDING SECTION 222.04 OF THE CITY OF BRUNSWICK CODIFIED ORDINANCES.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That Section 222.04 of the Codified Ordinances is hereby deleted in its entirety and amended to read as follows:

"Fees for the reproduction and/or delivery of documents responsive to a public records request shall be as provided in the City of Brunswick Public Records Policy, as same may be amended from time to time."

SECTION 2: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to update charges associated with responding to public record requests and recent changes to the Ohio Public Records Act. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

Rules Suspended: AYES ____ NAYS _____

ADOPTED: _____ AYES ____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/10/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Dennis Nevar

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 27-2025 -** An emergency ordinance adopting the updated City of Brunswick Public Records Policy. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Carl DeForest)*

BACKGROUND: The City of Brunswick has in effect 9.4 Public Records Policy. The City Administration requests to update the Policy to reflect recent amendments to ORC Section 149.43(B)(1), in part, adopted by Ohio House Bill 315 and signed into law.

PURPOSE AND EXPLANATION: The purpose of this legislation is to update the City of Brunswick Public Records Policy and incorporate it as adopted as the official Public Records Policy of the City of Brunswick.

IMPLEMENTATION SCHEDULE: The City Administration requests that this legislation be adopted as an emergency measure after two readings of Council.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	Yes
Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?
It is requested that this be adopted as an emergency measure to ensure that the changes are in effect to reflect the amendments, including video record fee charges when they

become effective.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 27-2025

BY: Mr. Kuczma, Mr. Delsanter, and Mrs. Piper

AN EMERGENCY ORDINANCE ADOPTING THE UPDATED CITY OF BRUNSWICK PUBLIC RECORDS POLICY.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the updated Public Records Policy, as attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted as the official Public Records Policy of the City of Brunswick.

SECTION 2: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to update charges associated with responding to public record requests and recent changes to the Ohio Public Records Act. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

City of Brunswick, Ohio
Public Records Policy

Introduction

It is the policy of the City of Brunswick, a public office and political subdivision of the State of Ohio (the "City"), that openness leads to a better informed citizenry, which leads to better transparency in government and better public policy. It is the policy of the City to strictly adhere to the State of Ohio Public Records Act as codified in Ohio Revised Code Section 149.43, as same may be amended from time to time. It is further the policy of the City that public records laws are to be liberally construed in favor of disclosure and any permitted exemptions are to be narrowly applied.

1.0 Public Records.

In accordance with the Ohio Revised Code Sections 149.011(G) and 149.43(A)(1) and applicable legal precedent, the term "records" or "public records" include any document, device, or item, regardless of physical form or characteristic, including an electronic record as defined in Ohio Revised Code Section 1306.01, created or received by, coming under the jurisdiction of or kept by the City, which serves to document the organization, functions, policies, decisions, procedures, operations or other activities of the City. All records of the City are public unless they are specifically exempt from disclosure under the Ohio Revised Code, other applicable law and/or applicable legal precedent.

2.0 Record Requests; Response Procedures.

Each request for public records should be evaluated for a response using the following guidelines:

2.1 Any person can make a request for existing public records, including the choice of medium (or storage medium) and method of delivery. The requester does not have to put a records request in writing and, unless otherwise required or permitted by applicable law, does not have to provide his or her identity or the intended use of the requested public record.

2.2 Although no specific language is required to make a request, the requester must at least identify the records requested with reasonable clarity to allow the City to identify responsive records based on the manner in which it ordinarily maintains and accesses the public records it keeps. If it is not clear what record(s) are being sought and/or the request is ambiguous or overly broad, the records custodian shall contact the requester for clarification and shall assist the

requester in revising the request by informing the requestor of the manner in which the City ordinarily maintains and accesses the public records it keeps.

2.3 The City is not required to create new records to respond to a public records request even if it is only a matter of compiling information from exiting records. Additionally, there is no duty to provide records that were not in existence at the time of the request or that the City does not possess, including records that later come into existence.

2.4 Public records are to be available for prompt inspection at no cost during regular business hours. Upon receiving a request for copies of specific, existing public records, same shall be provided within a reasonable amount of time subject to prepayment of all estimated actual costs as provided herein. "Prompt" and "reasonable" take into account: (a) the time to identify responsive records, including the time to clarify or revise the request; (b) the time it takes to locate, download and retrieve responsive records; (c) the time it takes to examine all materials for possible release, perform necessary legal review or consult with knowledgeable parties, redact exempt materials, or provide explanation and legal authority for all redactions and/or denials; (d) the time it takes to obtain the requester's choice of medium or make copies; and (e) the time it takes to receipt advance payment of estimated actual costs, deliver copies or schedule inspection of records.

2.5 All requests for public records must be acknowledged in writing by the City within five (5) business days following receipt of the request to include the following: (a) the estimated number of business days that it will take to satisfy the request; and (b) the estimated actual cost of copies and/or Division of Police video records (including estimated actual costs of form of medium (or storage medium), delivery and transmission costs, if applicable), including instructions for prepayment of such estimated actual costs.

2.6 All public requests, including records responsive thereto, must be forwarded to the Law Department for review prior to the release thereof.

2.7 No request shall be denied and/or any responsive record redacted, in whole or in part, unless permitted or required by the Ohio Revised Code, other applicable law and/or applicable legal precedent.

2.8 The denial of any request and/or redaction of any portion of a record responsive to a request shall be accompanied by an explanation, including legal authority, setting forth why the request was denied and/or the record was redacted.

2. All Departments must keep a log of records requests indicating: (a) who made the request, if known; (b) the format of the request (i.e., in writing, orally, etc.); (c) the date of the request; (d) a generally summary of the records requested; (e) the date of compliance with Section 2.5 herein; (f) the date of any subsequent conversations and/or communications with the requester, including the general substance thereof; and (g) the date the records request was fulfilled.

3.0 Costs for Public Records.

3.1 There shall be no cost for the inspection of public records at City Hall and/or delivery of responsive records (where reproduction is not required) by electronic mail.

3.2 The City shall charge the requester the actual cost for reproduction of documents, including the actual cost of making copies (either in black and white or color), packaging, postage and any other actual costs associated with the method of delivery or transmission chosen by the requester (including the actual cost of thumb drives or other storage medium) shall be the City's actual cost thereof. The actual cost shall not include employee time to respond to the request.

3.3 The City's obligation to produce records or make same available for inspection (including Division of Police video records as detailed in Section 4.0 below) shall not commence until such time as estimated actual costs, as detailed in correspondence to the requester pursuant to Section 2.5, are received from requester. In the event that actual costs exceed such estimated amount, the requester shall remit payment for such deficiency prior to release of the responsive documents. In the event that actual costs are less than such estimated amount, the City shall refund to the requester such overage at the time of release of the responsive documents.

4.0 Division of Police Video Records (effective April 3, 2025).

4.1 Except as otherwise provided in Section 4.4 herein, the City shall, upon receipt of a request for a specified video record of the Division of Police, charge the requester the actual cost of preparing such video record for inspection or production in the amount of $75.00 per hour of video produced (which is hereby determined to be, minimally, the actual cost incurred by the City to prepare such video record for inspection or production), not to exceed $750.00. Such not to exceed amount shall independently apply to each incident in which a video record is requested.

4.2 As used herein, "actual cost" means all costs incurred by the City in reviewing, blurring or otherwise obscuring, redacting, uploading, or producing the video records, including but not limited to the storage medium on which the record in produced, staff time, and any other relevant overhead necessary to comply with the request.

4.3 In the event the actual cost, as estimated pursuant to the correspondence required by Section 2.5 herein, does not exceed the estimated amount by more than 20%, the requester shall be responsible for payment of such difference prior to the disbursement of the requested video record. In the event the actual cost, as estimated pursuant to the correspondence required by Section 2.5 herein, exceeds the estimated amount by more than 20%, the requester shall only be responsible for the payment of such difference if the City provided the requester advance notice of the increase thereof.

4.4 Upon submission of a fully completed Exemption Request (in such form as prescribed by the City Manager) and approval thereof by the City Manager, the following persons/entities may be determined to be exempt from the cost requirements of this Section: (a) a licensed attorney; (b) an official representative of a public office, as defined in Ohio Revised Code Section 149.011(A); (c) a victim or such person's duly authorized representative; (d) a properly licensed insurance company; (e) in order to respond to a duly issued subpoena in a criminal or other legal proceeding and/or Order of a court of competent jurisdiction; and/or (f) for any other public purpose as determined by the City Manager, in his/her sole and absolute discretion.

5.0 Enforcement and Liabilities.

The City recognizes the legal and non-legal consequences of failure to properly respond to a proper and valid public records request. In addition to the distrust in government that failure to comply in a manner consistent with applicable law and legal precedent may cause, such failure may result in a court ordering the City to comply with the law and to pay the requester attorney's fees and statutory damages.

6.0 Records Management.

6.1 The City shall manage and organize public records in such manner as to be available for copying and/or inspection in response to a public records request.

6.2 The City shall ensure that all records (whether public records or not) are maintained and disposed of only in accordance with properly adopted records retention schedules, which records retention schedules shall be posted on the City website at www.brunswick.oh.us.

7.0 Public Records Policy.

7.1 This policy, as formally adopted by Brunswick City Council on _____, 2025 pursuant to Ordinance No. ___-2025, shall be the official Public Records Policy of the City of Brunswick and shall be posted on the City website at www.brunswick.oh.us.

7.2 This Public Records Policy shall be incorporated into the City of Brunswick Employee Handbook at Section 9.4.

7.3 This Public Records Policy shall not be amended except by formal action of the Brunswick City Council by duly adopted Resolution.

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/10/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Greg Glauner

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 28-2025 -** An emergency resolution authorizing the City Manager to purchase a 2025 Ford F-250 with emergency response equipment installed for the Division of Fire from Montrose Auto Group in an amount not to exceed $67,702.15. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Greg Glauner)*

BACKGROUND: The Division of Fire is seeking approval for the purchase of a 2025 Ford F-250, which will serve multiple essential functions for our operations: it will function as a utility vehicle for transporting supplies and equipment to various locations, including the Division's quick response inflatable rescue boat; facilitate personnel transport during emergencies, especially when an incident extends into the next shift; act as a first response unit when delays in medical care from an assigned unit occur or when additional personnel are needed for patient care; assist in snow removal efforts to keep response platforms clear during inclement weather; and serve as a chase vehicle to clear snow from roadways ahead of Medic Units or residential driveways, ensuring prompt responses to emergency calls. This purchase is intended to replace the Division's F-350, which was sold on December 18, 2020, due to mechanical issues. Currently, we have been utilizing a truck from the Parks Division; however, with the Fire Division relocating to a new facility this fall, this arrangement will no longer be feasible. The need for this vehicle has been identified in our 5-year capital plan and is included in the 2025 annual budget. Montrose Auto Group has quoted the proposed vehicle at $67,702.15, as determined by the CUE-COG City-approved purchasing program. We believe that this investment is crucial to maintaining our operational readiness and ensuring effective service delivery to the community.

PURPOSE AND EXPLANATION: This 2025 Ford F-250 pickup truck will serve multiple essential functions for our operations: it will function as a utility vehicle for transporting supplies and equipment to various locations, including the Division's quick response inflatable rescue boat; facilitate personnel transport during emergencies, especially when an incident extends into the next shift; act as a first response unit when delays in medical care from an assigned unit occur or when additional personnel are needed for patient care; assist in snow removal efforts to keep response platforms clear during inclement weather; and serve as a chase vehicle to clear snow from roadways ahead of Medic Units or residential driveways, ensuring prompt responses to emergency calls.

IMPLEMENTATION SCHEDULE: Earliest time allowed by law.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: If approved, this purchase will be charged to the Fire Fund #115 - capital sub fund account #952-0510-56252.

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	No
Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?

Recommending an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason of limited supply availability.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 28-2025

BY: Mr. Kuczma, Mr. Delsanter, and Mrs. Piper

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A 2025 FORD F-250 WITH EMERGENCY RESPONSE EQUIPMENT INSTALLED FOR THE DIVISION OF FIRE FROM MONTROSE AUTO GROUP IN AN AMOUNT NOT TO EXCEED $67,702.15.

WHEREAS: The City of Brunswick belongs to the Ohio Cooperative Purchasing Program under the direction of the Ohio Department of Administrative Services; and

WHEREAS: Ohio Revised Code Section 125.04(C) permits the City to purchase supplies or services from another party without competitive bidding and outside the State Purchasing Program if such supplies or services can be purchased under equivalent terms, conditions and specifications, but at a lower price than through the State Procurement Program; and

WHEREAS: The proposed purchase of a 2025 Ford F-250 with emergency response equipment installed for the Division of Fire from Montrose Auto Group in an amount not to exceed $67,702.15, is upon equivalent terms, conditions and specifications and at a lower price than through the State Purchasing Program.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager is hereby authorized to purchase a 2025 Ford F-250 with emergency response equipment installed for the Division of Fire from Montrose Auto Group in an amount not to exceed $67,702.15.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason to allow for submission of the order as soon as possible due to supply chain issues and vehicle availability. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/10/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Todd Fischer

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 29-2025** - An emergency ordinance amending ordinances #104-2024 and #8-2025 to include amendments to the Appropriation Budget for the year ending December 31, 2025, as incorporated in Exhibit "A" attached hereto. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Todd Fischer*)

BACKGROUND: In order to comply with the Ohio Revised Code Section 5705, any and all activity of the City must be included in the budget. As actual information is obtained and compared to estimates or new items are requested to be added or deleted by the respective departments, it is necessary and required to present the proposed budget amendments to Council for approval. This process is required by law and audited under the direction of the Auditor of State for compliance every year.

PURPOSE AND EXPLANATION: See the fiscal section and related attachments for additional information.

IMPLEMENTATION SCHEDULE: Discuss at the March 10, 2025, Finance Committee meeting and move to the March 10, 2025, Council agenda as an emergency with the suspension of the rules.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The total financial impact of this legislation is a net increase to the overall City appropriation budget by $761,867.60. The largest components of the net increase, in no particular order, relate to:

1) $400,000 in total transfers from the operational funds to capital sub-funds for the Police, Fire and Streets Repair & Maintenance Funds. Transfers are budgeted but are not an expenditure of funds. Transfers are merely a movement of money from one fund to another. These transfers provide capital funding for the department's five-year departmental capital replacement program.

2) $210,449.61 in various budget amendments associated with payroll and benefit costs. The updates are as a result of various new payroll and benefit-related information as a result of recent increase in winter weather, recent changes in the Department of

Labor regulations, six new proposed collective bargaining agreements, more specific information on 5 new hires and dates within the Divisions of Fire & Police & the Streets Department, retirements and other payroll related information.

3) $38,000 in estimated additional costs for bullet-proof vests as a result of rising costs and the proposed new collective bargaining agreement.

4) $35,000 estimated costs if the mechanical parts of the elevator at the Recreation Center were in need of replacement.

5) $10,000 estimated cost to restock fish at North Park Lake once the dredging project of North Park Lake is completed.

All other items are not specifically listed in this summary, but are detailed with a description of the amount listed in the attached Exhibit B.

Exhibit A is the legal document required to be reviewed and adopted by Council pursuant to Ohio Revised Code Section 5705 for these budget amendments to be adopted.

Exhibit B is provided for informational and review purposes only.

It's important to note that this legislation only has a budgetary impact and actual expenditures are still subject to state and local laws.

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	No
Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?

Recommended approval as an emergency with the suspension of the rules. The emergency clause is necessary in order to remain in compliance with the Ohio Revised Code, allowing for the daily operations of the City of Brunswick to continue without interruptions, to include appropriations necessary for proposed new Collective Bargaining Agreements and other payroll related information and to keep the budget as up-to-date as possible in order to provide accurate accountability to the City's financial readers and interested parties.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 29-2025

By: Committee-of-the-Whole

AN EMERGENCY ORDINANCE AMENDING ORDINANCES #104-2024 AND #8-2025 TO INCLUDE AMENDMENTS TO THE APPROPRIATION BUDGET FOR THE YEAR ENDING DECEMBER 31, 2025 AS INCORPORATED IN EXHIBIT "A" ATTACHED HERETO.

WHEREAS: Ordinance #104-2024 adopted appropriations for 2025; and Ordinance #8-2025 regarding amendments to the 2025 appropriation budget, were previously adopted by Council; and

WHEREAS: "Exhibit A" reflects the appropriations as required by the Ohio Revised Code Section 5705.38(C); and

WHEREAS: The amendments are described in detail and attached hereto as "Exhibit B" for informational purposes only; and

WHEREAS: In order to properly budget in accordance with State law for expenditures presently anticipated it is necessary to amend Ordinances #104-2024 and #8-2025.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: Ordinances #104-2024 and #8-2025 are hereby amended to reflect the appropriations as attached hereto and incorporated herein as Exhibit "A."

SECTION 2: That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare, and for the usual daily operation of a municipal government and for the additional reason that Council wishes to maintain accurate appropriations. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading _____

RULES SUSPENDED: AYES ____ NAYS ___

ADOPTED: _____ AYES ____ NAYS ____

ATTEST: _____
Clerk of Council
Laura E. Timura

EXHIBIT A March 10, 2025

Fund Number	Fund Name / Department	Personal Service	Other	Total
General Fund				
001	General Fund			
	City Council	201,137.00	104,260.00	$ 305,397.00
	Mayor	113,063.00	119,910.00	$ 232,973.00
	City Manager	206,437.00	137,919.00	$ 344,356.00
	Information Technologies	198,768.00	460,306.00	$ 659,074.00
	Engineering	26,208.00	569,772.00	$ 595,980.00
	Building Department	412,499.00	312,546.00	$ 725,045.00
	Cemetery Maintenance	-	25,690.00	$ 25,690.00
	Janitorial Contract	-	23,087.16	$ 23,087.16
	City Hall Building & Grounds	6,077.00	66,858.00	$ 72,935.00
	Administrative Services	99,935.00	63,374.00	$ 163,309.00
	Economic Development	125,338.00	288,145.00	$ 413,483.00
	Animal Control	84,268.00	78,421.00	$ 162,689.00
	Law Department	192,374.00	326,022.00	$ 518,396.00
	Finance Department	295,747.00	258,346.00	$ 554,093.00
	Income Tax Department	232,251.00	294,803.00	$ 527,054.00
	Parks & Recreation Director	90,551.00	72,073.00	$ 162,624.00
	General Fund Administration	-	1,436,027.80	$ 1,436,027.80
	Planning Division/Community Development	85,209.50	104,530.00	$ 189,739.50
	Board of Building Appeals	764.00	1,266.00	$ 2,030.00
	Board of Zoning Appeals	1,337.00	4,670.00	$ 6,007.00
	Board of Civil Service	12,281.00	47,185.00	$ 59,466.00
	Board of Ethics	3,540.00	4,555.00	$ 8,095.00
	Board of Charter Review	3,600.00	6,956.00	$ 10,556.00
	Board of Commemorative Affairs	-	37,500.00	$ 37,500.00
	General Fund Transfers / Advances	-	31,743,678.31	$ 31,743,678.31
001	Total General Fund	$ 2,391,384.50	$ 36,587,900.27	$ 38,979,284.77
Special Revenue Funds:				
110	Court Computerization Fund	5,933.00	16,109.00	$ 22,042.00
114	Police Fund	5,273,950.00	5,443,241.74	$ 10,717,191.74
115	Fire Fund	3,081,046.00	6,093,176.32	$ 9,174,222.32
117	Street Repair & Maintenance Fund	1,408,038.00	2,816,468.16	$ 4,224,506.16
118	State Highway Fund	-	144,491.00	$ 144,491.00
119	Law Enforcement Fund	-	6,200.00	$ 6,200.00
120	Brunswick Transit Alternative (BTA) Fund	-	45,000.00	$ 45,000.00
123	Brunswick Area Television (BAT) Fund	169,049.00	231,745.01	$ 400,794.01
127	Parks Fund	223,520.00	468,221.89	$ 691,741.89
129	Department of Justice Federal Grant Fund	-	-	$ -
130	DUI Enforcement & Education Fund	-	10,500.00	$ 10,500.00
131	Recreation Center Fund	457,793.00	717,816.08	$ 1,175,609.08
133	Home Improvement Grant Fund (CDBG)	-	5,329.00	$ 5,329.00
141	Opioid Settlement Fund	-	98,732.60	$ 98,732.60
Enterprise Funds:				
223	Refuse Fund	78,016.00	3,419,503.03	$ 3,497,519.03
224	Storm Water Management Fund	37,533.00	1,016,802.73	$ 1,054,335.73
Capital Improvement Funds:				
300	General Permanent Improvement Fund	-	2,717,038.39	$ 2,717,038.39
332	Road Levy Fund	-	2,534,200.00	$ 2,534,200.00
333	Road Improvement Fund	-	7,689,988.01	$ 7,689,988.01
336	City Building Improvement Fund	-	336,785.00	$ 336,785.00
337	EPA Grant Fund		2,352,800.00	$ 2,352,800.00
339	Fire Improvement Fund	-	79,618.16	$ 79,618.16

341	Park Improvement Fund	-	1,200,000.00	$	1,200,000.00
345	U.S. Army Corp of Engineer's Grant Fund	-	2,255,000.00	$	2,255,000.00
347	North Carpenter Road Improvement Fund	-	443,083.44	$	443,083.44
348	Boston Road Improvement Fund	-	-	$	-
359	Fire Station Construction Fund	-	1,450,722.93	$	1,450,722.93
360	Brunswick Lake Improvement Fund	-	-	$	-
371	OPWC Laurel/Maxwell Intersection Improvement Fund		1,440,000.00	$	1,440,000.00
374	OPWC Magnolia Drive Improvement Fund	-	843,255.96	$	843,255.96
375	OPWC Pepperwood Drive Improvement Fund	-	887,691.22	$	887,691.22
Self Insurance Fund:					
600	Self Insurance Fund	-	4,179,516.00	$	4,179,516.00
Debt Service Funds:					
771	General Obligation Bond Retirement Fund	-	-	$	-
772	General Obligation Fire Station Bond Retirement Fund	-	987,500.00	$	987,500.00
782	Special Assessment BRF: Laurel Road (2006)	-	33,887.50	$	33,887.50
783	Special Assessment BRF: Brunswick Lake - Dam	-	18,948.80	$	18,948.80
784	Special Assessment BRF: Brunswick Lake - Dredging	-	11,826.18	$	11,826.18
Agency Funds:					
881	General Trust Agency Fund	-	750,000.00	$	750,000.00
882	Unclaimed Money Agency Fund	-	20,000.00	$	20,000.00
885	Flexible Spending Agency Fund	-	140,000.00	$	140,000.00
886	Non-Residential 3% Building Permit Agency Fund	-	47,707.00	$	47,707.00
887	Residential 1% Building Permit Agency Fund	-	10,000.00	$	10,000.00
			Grand Total	$	100,677,067.92

City of Brunswick, Finance Office

"Exhibit B" : Schedule of Amendments to the Permanent Budget #2 - For informational purposes only

For the Budget Year Ending December 31, 2025

3/10/2025

Fund Name / Account Name	Account Number	Appropriation Adjustment Amount	Description
General (#001)			
LONGEVITY- CITY MANAGER OFFICE	001-0300-52002	200.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
PERS - CITY MANAGER OFFICE	001-0300-52223	48.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
MEDITAX - CITY MANAGER OFFICE	001-0300-52226	3.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
WORKER'S COMP - CITY MANAGER	001-0300-52274	6.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
OVERTIME - INFO TECH	001-0302-51198	(2,053.00)	Reduce wages and benefit costs as a result of changes made to the U.S. Department of Labor Regulations regarding salary & OT.
LONGEVITY- INFO TECH	001-0302-52002	95.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
PERS- INFO TECH	001-0302-52223	(464.00)	Reduce wages and benefit costs as a result of changes made to the U.S. Department of Labor Regulations regarding salary & OT along with other info.
MEDITAX- INFO TECH	001-0302-52226	(28.00)	Reduce wages and benefit costs as a result of changes made to the U.S. Department of Labor Regulations regarding salary & OT along with other info.
WORKER'S COMP - INFO TECH	001-0302-52274	(54.00)	Reduce wages and benefit costs as a result of changes made to the U.S. Department of Labor Regulations regarding salary & OT along with other info.
SWP3 CONSULTANT	001-0410-54263	(53,482.00)	Plan review fees for various high school buildings inadvertently put to account 001-0410-54263 instead of 001-0430-54263 on Jan 27, 2025 budget amend.
CAPITAL OUTLAY - ENGINEERING	907-0410-56252	500.00	Office chair replacement in Engineer's Office.
UNIFORMS - BUILDING	001-0430-54224	75.00	Adjustments to uniform budgeted costs as a result of new CBAs.
ARCHITECT/PLAN REVIEWS	001-0430-54263	53,482.00	Plan review fees for various high school buildings inadvertently put to account 001-0410-54263 instead of 001-0430-54263 on Jan 27, 2025 budget amend.
BUILDING REPAIR & MAINTENANCE	001-0450-54243	9,500.00	Spot sidewalk repair project @ City Hall and the Division of Police.
LONGEVITY - ANIMAL WARDEN	001-0540-52002	100.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
PERS - ANIMAL WARDEN	001-0540-52223	24.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
UNIFORM ALLOWANCE - ANIMAL WARDEN	001-0540-52224	(400.00)	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
MEDITAX - ANIMAL WARDEN	001-0540-52226	2.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
WORKER'S COMP - ANIMAL WARDEN	001-0540-52274	3.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
FINANCE DIRECTOR PS	001-0700-51040	4,500.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
ASST FINANCE DIRECTOR PS	001-0700-51041	5,100.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
CHIEF BOOKKEEPER PS	001-0700-51060	6,000.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
OVERTIME	001-0700-51198	5.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
LONGEVITY	001-0700-52002	175.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
DEFERRED COMP	001-0700-52222	825.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
PERS	001-0700-52223	4,058.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
MEDITAX	001-0700-52226	235.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
WORKER'S COMP - FINANCE	001-0700-52274	442.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
CHIEF TAX CLERK PS	001-0720-51169	6,000.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
OVERTIME	001-0720-51198	(500.00)	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
DEFERRED COMP	001-0720-52222	240.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
PERS	001-0720-52223	1,378.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
MEDITAX	001-0720-52226	81.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
WORKER'S COMP - INCOME TAX	001-0720-52274	152.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
POSTAGE	001-0720-54246	2,849.00	United States Postage average cost increase of 12.95% effective January 19, 2025 on bulk rates on metered mail through third party printer.
PARKS & RECREATION DIRECTOR PS	001-0800-51040	6,000.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
DEFERRED COMP	001-0800-52222	300.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
PERS	001-0800-52223	1,512.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
MEDITAX	001-0800-52226	87.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
WORKER'S COMP - PARKS & REC DIR	001-0800-52274	164.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
INSURANCE	001-0800-54272	37.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
REPAIR AND MAINTENANCE	001-0880-54243	7,500.00	City Hall back parking lot light & electrical box repairs - emergency fix not included in original 2025 budget
POSTAGE	001-0880-54246	3,220.00	United States Postage average cost increase of 9.2% effective January 19, 2025 not included in the 2025 original budget.
UTILITIES & PHONE	001-0880-54270	1,589.89	Dec 2024 gas bills inadvertently not processed under the City of Brunswick's name by the State Co-op in 2024. Expected to be paid/corrected in 2025.
COMMUNITY DEVELOPMENT DIR / CBO PS	001-0900-51040	1,500.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.

City of Brunswick, Finance Office

"Exhibit B" : Schedule of Amendments to the Permanent Budget #2 - For informational purposes only

For the Budget Year Ending December 31, 2025

3/10/2025

Fund Name / Account Name	Account Number	Appropriation Adjustment Amount	Description
OVERTIME	001-0900-51198	(2,412.50)	Reduce wages and benefit costs as a result of changes made to the U.S. Department of Labor Regulations regarding salary & OT.
PERS	001-0900-52223	(219.00)	Reduce wages and benefit costs as a result of changes made to the U.S. Department of Labor Regulations regarding salary & OT along with other info.
MEDITAX	001-0900-52226	(13.00)	Reduce wages and benefit costs as a result of changes made to the U.S. Department of Labor Regulations regarding salary & OT along with other info.
WORKER'S COMP - COMM. DEV.	001-0900-52274	(25.00)	Reduce wages and benefit costs as a result of changes made to the U.S. Department of Labor Regulations regarding salary & OT along with other info.
INSURANCE	001-0900-54272	38.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
TRANSFER OUT TAX ALLOCATION	001-0999-99950	10,663.52	Amend Income Transfers Out as a result of revised income tax receipt estimates and to match distribution requirements stipulated in Ord#105-2024.
General Fund Total		**69,038.91**	
Court Computer Fund (#110)			
LONGEVITY	110-0210-52002	5.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
PERS	110-0210-52223	1.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
Court Computer Fund Total		**6.00**	
Police Fund (#114)			
CHIEF OF POLICE PS	114-0520-51100	6,000.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
PATROLMEN SALARIES	114-0520-51110	14,046.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
LIEUTENANT PS	114-0520-51113	8,888.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
SERGEANTS PS	114-0520-51114	2,144.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
COMM. SPEC. PS	114-0520-51121	15,665.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
COMP PAYOUT	114-0520-51196	5,195.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
COMM SPEC OVERTIME	114-0520-51197	3,000.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
POLICE OVERTIME	114-0520-51198	10,000.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
LONGEVITY	114-0520-52002	1,700.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
DEFERRED COMP	114-0520-52222	600.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
PERS	114-0520-52223	5,660.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
UNIFORM/CLEANING ALLOWANCE	114-0520-52224	5,405.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
PROFESSIONAL PAY	114-0520-52225	25,500.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
MEDITAX	114-0520-52226	1,261.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
POLICE OP&F PENSION	114-0520-52227	20,389.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
SICK BUY BACK	114-0520-52228	(17,718.38)	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
WORKER'S COMP	114-0520-52274	2,391.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
HOSPITALIZATION	114-0520-52275	(5,437.00)	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
REPAIR & MAINTENANCE	114-0520-54243	16,000.00	Mold mitigation in the Division of Police.
UTILITIES & PHONES	114-0520-54270	1,297.16	Dec 2024 gas bills inadvertently not processed under the City of Brunswick's name by the State Co-op in 2024. Expected to be paid/corrected in 2025.
INSURANCE	114-0520-54272	520.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
TRANSFER TO CAPITAL	114-0520-99999	75,000.00	Increase capital set asides for future capital purchases. Transfer Out = Transfer In. Funding for future capital to come from fines & forfeitures revenue.
POLICE CAPITAL	961-0520-56252	38,000.00	Adjustments to the bullet proof vests costs as a result of new CBAs less 2 new hire vest costs included in previous amendment.
Police Fund Total		**235,505.78**	
Fire Fund (#115/952)			
FIRE CHIEF PS	115-0510-51100	6,000.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
FIRE RESCUE & FIRE PS	115-0510-51110	3,945.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
LEIUTENANT PS	115-0510-51113	8,328.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
COMP PAY	115-0510-51197	2,270.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
FIRE OVERTIME	115-0510-51198	10,000.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
LONGEVITY	115-0510-52002	1,300.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
DEFERRED COMPENSATION	115-0510-52222	180.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
PROFESSIONAL PAY	115-0510-52225	13,330.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
MEDITAX	115-0510-52226	658.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
OHIO POLICE & FIRE PENSION	115-0510-52227	15,628.15	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
SICK BUY BACK	115-0510-52228	(23,475.45)	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.

City of Brunswick, Finance Office

"Exhibit B" : Schedule of Amendments to the Permanent Budget #2 - For informational purposes only

For the Budget Year Ending December 31, 2025

3/10/2025

Fund Name / Account Name	Account Number	Appropriation Adjustment Amount	Description
HOLIDAY PAY	115-0510-52229	108.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
TEXT MESSAGING	115-0510-52230	(2,880.00)	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
WORKER'S COMP	115-0510-52274	1,083.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
HOSPITALIZATION	115-0510-52275	96.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
RETIREMENT-LEAVE PAYOUT (PER ORC)	115-0510-52280	453.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
STATE CERT- BREATHING APP	115-0510-54225	300.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
UNIFORM ALLOWANCES	115-0510-54224	4,200.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
INSURANCE	115-0510-54272	484.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
TRANSFER OUT TO CAPITAL SUBFUND #952	115-0510-99999	250,000.00	Increase capital set asides for future capital purchases. Transfer Out = Transfer In. Funding for future capital to come from EMS billing revenue.
Fire Fund Total		**292,007.70**	
Street R & M Fund (#117)			
ROAD LABOR PS	117-0420-51160	2,681.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
COMPENSATION PAY	117-0420-51197	935.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
OVERTIME	117-0420-51198	10,000.00	More overtime in first 2 months than in the past several years as a result of winter weather. Request for additional $10K to replenish for Oct-Dec weather.
LONGEVITY	117-0420-52002	700.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
OPERS	117-0420-52223	3,484.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
CERTIFICATION PAY	117-0420-52225	1,200.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
MEDITAX	117-0420-52226	222.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
SICK BUY BACK	117-0420-52228	(4,754.61)	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
WORKER'S COMP	117-0420-52274	398.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
HOSPITALIZATION	117-0420-52275	(2,719.00)	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
UNIFORMS	117-0420-54224	2,450.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
UTILITIES & PHONE	117-0420-54270	2,203.58	Dec 2024 gas bills inadvertently not processed under the City of Brunswick's name by the State Co-op in 2024. Expected to be paid/corrected in 2025.
INSURANCE	117-0420-54272	186.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
SALT AND CINDERS	117-0420-55300	5,958.75	Salt prices are expected to increase for 2025/2026 season. Request to purchase 125/tons of salt under existing contract @ $47.67/ton. Max allowed.
TRANSFER OUT TO CAP #953	117-0420-99999	75,000.00	Increase capital set asides for future capital purchases. Transfer Out = Transfer In. Funding for future capital to come from reserves in fund.
Street R & M Fund Total		**97,944.72**	
Cable TV Fund (#123/#956)			
CABLE COORDINATOR PS	123-0460-51080	6,000.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
ACCESS SPECIALIST PS	123-0460-51192	2,080.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
LONGEVITY	123-0460-52002	100.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
DEFERRED COMPENSATION	123-0460-52222	300.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
PERS	123-0460-52223	2,094.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
MEDITAX	123-0460-52226	122.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
SICK BUY BACK	123-0460-52228	(625.99)	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
WORKER'S COMP	123-0460-52274	232.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
INSURANCE	123-0460-54272	74.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
Cable TV Fund Total		**10,376.01**	
Parks Fund (#127/960)			
OVERTIME	127-0810-51198	1,100.00	More overtime in first 2 months than in the past several years as a result of winter weather. Request for additional $10K to replenish for Oct-Dec weather.
LONGEVITY	127-0810-52002	100.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
PERS	127-0810-52223	312.00	More overtime in first 2 months than in the past several years as a result of winter weather. Request for additional $10K to replenish for Oct-Dec weather.
CERTIFICATION PAY	127-0810-52225	100.00	More overtime in first 2 months than in the past several years as a result of winter weather. Request for additional $10K to replenish for Oct-Dec weather.
MEDITAX	127-0810-52226	19.00	More overtime in first 2 months than in the past several years as a result of winter weather. Request for additional $10K to replenish for Oct-Dec weather.
WORKER'S COMP	127-0810-52274	36.00	More overtime in first 2 months than in the past several years as a result of winter weather. Request for additional $10K to replenish for Oct-Dec weather.
UNIFORMS & BOOT ALLOWNCE	127-0810-54224	25.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
CONTRACTUAL SERVICES	127-0810-54273	10,000.00	Estimated costs to restock fish at North Park upon completion of the dredging of the lake/EPA project.
SUPPLIES & MATERIALS	127-0810-55299	1,919.89	Home plates & pitching rubber replacements.
Parks Fund Total		**13,611.89**	

City of Brunswick, Finance Office

"Exhibit B" : Schedule of Amendments to the Permanent Budget #2 - For informational purposes only

For the Budget Year Ending December 31, 2025

3/10/2025

Fund Name / Account Name	Account Number	Appropriation Adjustment Amount	Description
Rec. Center Fund (#131)			
UTILITIES & PHONE	131-0830-54270	2,011.08	Dec 2024 gas bills inadvertently not processed under the City of Brunswick's name by the State Co-op in 2024. Expected to be paid/corrected in 2025.
Rec. Center Total		**2,011.08**	
Refuse Fund (#223)			
ADMINISTRATION PS	223-0710-51005	1,500.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
LONGEVITY	223-0710-52002	25.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
DEFERRED COMP	223-0710-52222	90.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
PERS	223-0710-52223	400.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
MEDITAX	223-0710-52226	23.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
SICK BUY BACK	223-0710-52228	(68.47)	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
WORKER'S COMP	223-0710-52274	43.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
POSTAGE	223-0710-54246	2,719.50	United States Postage average cost increase of 12.95% effective January 19, 2025 on bulk rates on metered mail through third party printer.
Total Refuse Fund		**4,732.03**	
Stormwater Management Fund (#224)			
ADMINISTRATION - BILLING	224-0420-51005	900.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
DEFERRED COMP	224-0420-52222	45.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
OPERS	224-0420-52223	233.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
SICKBUY BACK	224-0420-52228	(68.14)	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
MEDITAX	224-0420-52226	13.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
WORKER'S COMP	224-0420-52274	25.00	Adjustments to the wages & benefit budgeted costs as a result of new CBAs, payroll forms, new hires, retirements, & other payroll related information.
POSTAGE	224-0420-54246	485.62	United States Postage average cost increase of 12.95% effective January 19, 2025 on bulk rates on metered mail through third party printer.
Stormwater Management Enterprise Fund Total		**1,633.48**	
Capital Projects Improvement Fund (#300)			
CAPITAL EQUIPMENT	300-0522-56252	35,000.00	Estimated costs for the mechanical parts of the Recreation Center's elevator which is over 30 years old and not operational. Project to be bid.
Capital Projects Improvement Fund Total		**35,000.00**	