

# BEREA CITY COUNCIL

*City of Berea, Ohio*

## ORDINANCE NO. 2025-11

By: Councilman Rick Skoczen Sponsor: Mayor Cyril M. Kleem

### AN ORDINANCE

**APPROVING AND RATIFYING A THREE-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BEREА AND THE BEREА POLICE SERGEANTS REPRESENTED BY THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION, PURSUANT TO CHAPTER 4117 OF THE OHIO REVISED CODE, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Mayor of the City has reported to this Council that the Administration has undertaken collective bargaining negotiations with the Ohio Patrolmen’s Benevolent Association, representing the Police Sergeants of the City; and

**WHEREAS**, such negotiations have developed a proposed Agreement between the City of Berea and the said Bargaining Unit, a true copy of which Agreement is attached hereto as Exhibit “A” and made a part hereof, as if fully rewritten herein; and

**WHEREAS**, the Mayor has presented the proposed Collective Bargaining Agreement to this Council for its review, approval and ratification, with his recommendation that the Agreement be so approved and ratified as a fair, just and equitable negotiation and settlement of all matters at issue between the City of Berea and the said Bargaining Unit; and

**WHEREAS**, the Agreement is for a three-year period covering January 1, 2025, through December 31, 2027.

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

**SECTION 1.** That this Council finds that the Collective Bargaining Agreement negotiated by the Administration of the City with the Police Sergeants represented by the Ohio Patrolmen’s Benevolent Association, a true copy of which proposed Agreement is attached hereto, and made a part hereof, as if fully rewritten herein, is a fair just and equitable resolution of all matters between the City of Berea and the said Bargaining Unit, which are subject to negotiations and settlement pursuant to Chapter 4117 of the Ohio Revised Code, and that the said Agreement covering the period of January 1, 2025 through December 31, 2027, should be, and hereby is, approved, confirmed and ratified by the Council.

# BEREA CITY COUNCIL

*City of Berea, Ohio*

## ORDINANCE NO. 2025-11


**SECTION 2.** That the Director of Finance be, and hereby is, authorized and directed to pay such funds as may be required pursuant to the terms and conditions of the Collective Bargaining Agreement according to the tenor thereof, and such funds as may be required and necessary to accomplish the same are hereby appropriated and allocated to the various and several funds as may be designated by the Director of Finance for accounting purposes required by law.

**SECTION 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public or as otherwise permitted by the Charter of the City of Berea and Section 121.22 of the Revised Code.

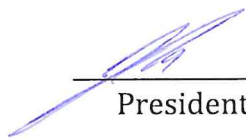
**SECTION 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, or providing for the usual daily operation of a municipal department, and for the further reason that the establishment of Collective Bargaining Agreements is required by law and necessary for the immediate and continued operation of the City, particularly in matters of public safety. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earlier period allowed by law.

PASSED: March 3, 2025

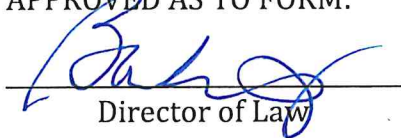
ATTEST:

  
Clerk of Council

APPROVED: March 3, 2025

  
President of Council

APPROVED AS TO FORM:

  
Director of Law

  
Mayor

Exhibit A

**AN AGREEMENT**  
**BETWEEN**  
**THE CITY OF BEREA, OHIO**  
**and**  
**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**  
**SERGEANTS**

**EFFECTIVE: January 1, 2025**

**EXPIRES: December 31, 2027**

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## **ARTICLE 1**

### **THE CONTRACT**

1.01 This Agreement is entered into by and between the City of Berea, Ohio, hereinafter referred to, variously, as the "City" and the "Employer" and the Ohio Benevolent Association, hereinafter referred to, variously, as the "Union," the "Bargaining Unit," the "Bargaining Agent" or, individually, as "employee(s)" or "Sergeant(s)".

## **ARTICLE 2**

### **PURPOSE AND INTENT**

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted efficient operations of Government, the Employer desires to enter into a collectively-bargained Agreement which has for its purposes, among others, the following: 1) to recognize the legitimate interests of the employees to participate through collective bargaining in the determination of certain terms and conditions of their employment; 2) to promote fair and reasonable working conditions; 3) to promote effective and efficient service to the residents of the City of Berea, Ohio; 4) to avoid interruption, interference or inefficiency in the operation of the Government of the City; and 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

## **ARTICLE 3**

### **RECOGNITION**

3.01 The Employer hereby recognizes the Union as the sole and exclusive Bargaining Agent with respect to wages, hours and certain terms and conditions of employment for all employees occupying the position of Sergeant, excluding all part-time employees. All other employees of the Employer are excluded from the Bargaining Unit.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

4.01 The Employer retains all rights of management, including the rights to: 1) employ, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed or laid off; 3) determine the qualification(s) of employees; 4) determine the hours to be worked by its employees; and to 5) make rules and regulations relating to the performance of work assigned to its employees; 6) determine the type of equipment to be used and the sequence of work processes; 7) determine the making of technological alterations by revising either process or equipment or both; 8) determine work standards and the quality and quantity of work to be produced; 9) establish, expand, transfer, and/or consolidate work processes and facilities; 10) 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 or processes of work; 11) eliminate all or any part of its work or facilities.

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

## **ARTICLE 5**

### **NO-STRIKE/LOCKOUT**

5.01 The Union does hereby affirm and agree that it will not, directly or indirectly, call, sanction, encourage, finance, instigate or assist in any way, in any strike, slow-down, walkout, work stoppage or other concerted interference with, or the withholding of services from, the Employer including any sympathy strike nor shall any employee member of the Union act to do so.

5.02 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, slow-down, work stoppage or other concerted interference with, or the withholding of services from, the Employer is prohibited and not sanctioned by the Union and immediately order all employees to return to work forthwith.

5.03 It is recognized by the parties that the Employer is responsible for, and engaged in, activities which affect the health, safety and welfare of its citizens and that any violation of this Article gives 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 and other relief, including judgment ordering the Union to indemnify and hold the Employer harmless from any and all costs arising from a violation of this Article.

5.04 It is further agreed that any violation of this Article shall be sufficient grounds for immediate discharge or other disciplinary action.

5.05 The Employer shall not lock-out any employees during the term of this Agreement.

## **ARTICLE 6**

### **NON-DISCRIMINATION**

6.01 Neither the Employer nor the Union shall discriminate against any employees on the basis of any protected class defined under federal law, state law, or Employer's ordinances.

6.02 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 non-members.

## **ARTICLE 7**

### **DUES DEDUCTIONS**

7.01 During the term of this Agreement, the Employer shall deduct regular Union dues from the wages of those employees who have signed dues deduction authorization forms authorizing such deduction. If the compensation of an employee for any period is insufficient, the Employer shall make the deduction from the next pay period which is sufficient,

7.02 The Employer agrees, upon written request, to supply the Union with a list of employees from whom dues are to be made.

7.03 A draft in the amount of total dues withheld from employees shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

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

## **ARTICLE 8**

### **SPECIAL UNION MATTERS**

8.01 Any employee, who is an elected officer of the Ohio Patrolmen's Benevolent Association, shall be authorized to attend Association meetings. If such employee is scheduled for duty, he may attend such Association meetings, without pay, upon the advance approval of the Chief. Any employee acting as a shift representative for contract negotiations shall be granted time off with pay and permitted to attend negotiations between the City and the OPBA so long as such time off does not cause the City to incur overtime.

8.02 Whenever a sergeant/police officer, who is a sworn member of a police department in Cuyahoga County, Ohio, or who is a member of Ohio Patrol men's Benevolent Association, is killed in the line of duty, one (1) employee member of the Union shall be given time off with pay to attend the funeral and shall be afforded the use of a marked police vehicle for such purposes.

## **ARTICLE 9**

### **SENIORITY**

9.01 Seniority shall be determined by the length of service with the Division of Police, Department of Public Safety of the City of Berea, Ohio. In the event that an officer shall have been formally separated from the Division of Police of the City and is subsequently rehired, the seniority for such rehired officer shall be determined by the length of service with the Division of Police since the date of rehire. In the event that two (2) officers shall have the same appointment date, seniority shall be determined by placement on the Eligible Candidate List of the Berea Civil Service Commission from which such



appointments were made, the higher placement being the senior officer.

9.02 All layoffs of officers shall be on the basis of reverse seniority, wherein an officer of lesser seniority shall be laid-off before an officer of greater seniority. Similarly, laid-off officers shall be called back to service in order of seniority, with the laid-off officer having the highest seniority called back before an officer of lesser seniority. The City will lay off all part-time Patrol Officers and/or auxiliaries of the Police Department prior to regular full- time Police Officers.

9.03 Seniority shall be terminated upon the occurrence of any of the following:

- a) voluntary resignation;
- b) retirement;
- c) permanent total disability;
- d) discharge for cause;
- e) layoff or leave of absence for a period equal to the employee's length of service up to a maximum of twenty-four (24) months;
- f) unauthorized absence from work for three (3) consecutive days.

9.04 Seniority shall not accrue during any period of an unpaid suspension of greater than ten (10) work days.

## **ARTICLE 10**

### **PROBATIONARY PERIOD**

10.01 All employees promoted to the rank of Sergeant are required to serve a Probationary Period of one (1) year. During such Probationary Period, the Employer shall have the sole discretion to reduce such probationary employee to the rank previously held.

## **ARTICLE 11**

### **HOURS OF WORK**

11.01 The basic patrol work shift consists of twelve (12) consecutive hours, comprised of two (2) work shifts commencing 7 a.m. and 7 p.m., respectively. Employees whose shift duration would otherwise be reduced by one (1) hour as a result of the time change from daylight savings time to standard time, and vice versa, will stay over and work for an additional hour to make up for the hour lost during the time change.

11.02 The Employer shall have the right to create other additional shifts with different starting times, initiate an "early officer" or "later officer" procedure or make other modifications as departmental necessity or emergency may dictate.

11.03 Any employee assigned to a shift that begins at 1800 hours or later, for more than one month, shall be paid an additional \$.45 in 2025, \$.50 in 2026 and \$.55 in 2027 for the duration of the time assigned to that shift.

11.04 Sergeants shall be entitled to submit their shift preference as to day shift or night shift for the next year by October 1. Absent special circumstances, the Chief shall post the next year's schedule by November 1<sup>st</sup>. Unless for good cause shown to the contrary, the Chief shall attempt to assign those Sergeants to their preferred shifts based on their seniority in rank. Good cause to deny a shift preference includes, but is not limited to, shift balance and special operational needs.

## ARTICLE 12

### OVERTIME

12.01 The work period shall consist of eighty (80) hours of scheduled time in any two-week period. A normal work period will be established by the Chief of Police, at his sole discretion. All time worked in excess of the regularly-scheduled shift shall be compensated at the appropriate overtime premium rate as set out in the attached Exhibit A. The maximum hours worked in any twenty-four (24) hour period shall not exceed sixteen (16) hours except under emergency conditions.

12.02 Any employee who works overtime as defined in paragraph 12.01 above shall be compensated for all overtime hours worked at the appropriate overtime premium rate set out in Exhibit A, attached.

12.03 Any employee who works overtime as defined in paragraph 12.01 above shall be compensated for all overtime hours worked at the appropriate overtime premium rate as in paragraph 12.02 above; but in any event, such employee shall be paid the appropriate overtime premium rate for not less than three (3) hours whether or not the employee actually performed physical work during such three (3) hour period, and provided further that the three (3) hour minimum shall not apply to any overtime work which is continuous with the beginning or ending of a regularly-scheduled work shift.

12.04 Compensation time can be banked to a maximum of one hundred forty-eight (148) hours and will be earned and paid at the same rate as other overtime. The time can be used with the permission of the Chief with five (5) days of prior notice in one (1) hour increments. All Compensatory Time up to 100 hours that has not been used or paid by December 31 of any year shall be paid to the employee by the end of the succeeding January at such employee's preceding December rate of pay except that, in addition thereto, at such employee's option exercisable in December, such employee may opt to carry-over up to forty-eight (48) hours of Compensatory Time to the succeeding year.

12.05 Any employee required to travel outside the City of Berea shall be compensated, at the appropriate rate, for all time spent both in actual work and in transit.

12.06 To the extent reasonably practical, available regular police overtime assignments will be offered to full-time police officers before being offered to part-time or auxiliary officers. To the extent practical, the department will maintain a list of those full-time employees who do not wish to be called for normal overtime assignments.

## **ARTICLE 13**

### **ON-CALL STATUS**

13.01 Any employee directed by the Employer to be "on-call" thereby requiring such employee to carry a telephone where such employee can be reached within one (1) hour, shall receive four (4) hours of compensatory time each week required to be on such status. Additionally, Employees assigned to the detective bureau shall receive one-hundred and fifty Dollars (\$150) each full month assigned, or on a pro rata basis for each partial month.

## **ARTICLE 14**

### **TELEPHONE INQUIRY**

14.01 Insofar as reasonably practical, the Employer will attempt to avoid calling employees for information that could reasonably be secured upon the employee's return to duty, except for situations requiring the urgent need of the knowledge of such information. Any employee responding to telephone information while off-duty shall receive compensation at the rate of one (1) hour for every telephone inquiry.

## **ARTICLE 15**

### **OFF-DUTY ARRESTS**

15.01 Any employee who effects an "off-duty" arrest shall be compensated, at the appropriate rate, for all time necessary to complete and process such arrest; provided, however, that such employee is not otherwise compensated for such time either by the Employer or any other off-duty employer and provided further that such employee shall be compensated, at the appropriate rate, for not less than two (2) hours, whether or not such employee actually required the full two (2) hour period to complete such arrest.

## **ARTICLE 16**

### **RATES OF PAY**

16.01 In order to encourage continuing professional training and proficiency, all employees who (a) undertake specialized training and (b) are granted accreditation or certification in the following five (5) fields, to wit;

- Domestic violence response
- Firearms proficiency
- Breath alcohol analysis
- Radar or laser operation
- Approved defensive tactics

shall be paid a professional wage equivalent to 9.5% of the basic wage rate; provided, however, that such employees shall maintain such accreditation or certification in all five (5) fields under professional guidelines and requirements established by the State of Ohio or the Director of Public Safety for the City of Berea, Ohio.

16.02 The Employer hereby agrees to pay Sergeants fifteen percent (15%) above the rate of pay

for Senior Patrol Officers as set forth in the Agreement between the City of Berea and the Patrolmen covering the same period as covered in this Agreement.

16.03 All employees shall be paid bi-weekly according to the attached wage schedules set out in Exhibit A, which shall be made a part of this Agreement.

Effective in January 2025, employees shall receive a lump sum payment of Sixty Dollars (\$60.00).

## **ARTICLE 17**

### **TEMPORARY APPOINTMENT PREMIUM**

17.01 Whenever an employee is designated to occupy the position of, or to perform the duties of, a superior officer for a period longer than four consecutive hours, such employee shall be paid for the total amount of such hours thus served at the rate of compensation actually and ordinarily paid to the person regularly performing such work.

17.02 The employee designated as Officer-in-Charge shall be the Sergeant regularly scheduled for duty at the time such designation is required, unless the Employer has reasonable grounds to designate some other employee.

## **ARTICLE 18**

### **LONGEVITY COMPENSATION**

18.01 All employees shall receive additional compensation for length of service with the Employer according to the following schedule:

On December 1 in the calendar year following the year in which the employee completes five (5) years of continuous service, such employee shall receive One Hundred Dollars (\$100).

On December 1 in each calendar year following the year in which the payment set out in subparagraph a) above has been made, the employee shall receive an amount calculated by multiplying that total number of consecutive years of service, minus three (3), times Eighty-Five Dollars (\$85) as shown in the following table below:

| Year |          | Year |            |
|------|----------|------|------------|
| 6    | \$100.00 | 19   | \$1,350.00 |
| 7    | \$340.00 | 20   | \$1,445.00 |
| 8    | \$425.00 | 21   | \$1,530.00 |
| 9    | \$510.00 | 22   | \$1,615.00 |
| 10   | \$595.00 | 23   | \$1,700.00 |
| 11   | \$680.00 | 24   | \$1,785.00 |
| 12   | \$765.00 | 25   | \$1,870.00 |

|    |            |    |            |
|----|------------|----|------------|
| 13 | \$850.00   | 26 | \$1,955.00 |
| 14 | \$935.00   | 27 | \$2,040.00 |
| 15 | \$1,020.00 | 28 | \$2,125.00 |
| 16 | \$1,105.00 | 29 | \$2,210.00 |
| 17 | \$1,190.00 | 30 | \$2,295.00 |
| 18 | \$1,275.00 |    |            |

18.02 All payments made to employees by reason of this Article shall be made in a draft separate and distinct from the regular bi-weekly wage payments and Federal Withholding Tax shall be calculated on this sum separately and distinctly from all other wage payments.

18.03 Upon separation of any employee for cause, or voluntary termination with less than fourteen (14) days advance notice, an employee shall forfeit any accrued Longevity Compensation. Upon any other separation or retirement of an employee, annual Longevity Compensation shall be calculated pro rata as to the date of such separation.

## ARTICLE 19

### UNIFORM ALLOWANCE

19.01 All employees shall be paid an allowance for uniform purchase, replacement, maintenance and repair in an amount of One Thousand Four Hundred Dollars (\$1,400.00) payable as follows:

2025 - \$700 payable in the first pay date of February and \$700 payable in the first pay date of August.

2026-2027 - \$1,400 payable each year in the first pay date of August.

19.02 All payments made to employees by reason of this Article shall be made in one (1) draft separate and distinct from the regular bi-weekly wage payments.

19.03 Any uniform which may be damaged or destroyed in the line of duty, ordinary wear and tear excepted, shall be replaced by the City, upon the approval by the Chief and the return of the damaged uniform.

19.04 The Employer shall pay for the cost of a bulletproof vest or other item of approved protective body armor and an approved carrier system that the employee is either required to or elects to purchase, at the same quality and expense that the City provides to newly hired Employees, but not to exceed One Thousand, Three Hundred and Fifty Dollars (\$1,350) in total cost to the City, but not more than once every five (5) years.

## **ARTICLE 20**

### **EXPENSE ALLOWANCE**

20.01 Any employee who is authorized by the Chief to use a private automobile for a business purpose shall be compensated in cash money for such use at the rate of reimbursement per mile consistent with Internal Revenue Service Regulations then in effect.

20.02 Any employee, who is authorized by the Chief to expend personal funds for lodging, food and other reasonable expenses of overnight travel in the line of duty, shall be compensated for the same upon the presentation of an appropriate voucher or receipt indicating the actual expenditure(s) made. Meal costs will not be reimbursed for non-overnight travel. Meal costs will be reimbursed up to Fifty Dollars (\$50.00) per day for meals associated with overnight travel.

## **ARTICLE 21**

### **INSURANCE**

21.01 The Employer shall provide, at no cost to the employee, insurance upon the life of all employees who have completed one (1) month of continuous service with the City, in the amount of Twenty-Five Thousand Dollars (\$25,000). All employees shall have the further option to purchase additional life insurance in an amount of up to a total of One Hundred Fifty Thousand Dollars (\$150,000) subject to insurability requirements of the carrier, upon the payment of the appropriate premium for such additional amount of insurance.

21.02 The Employer shall continue to provide hospitalization insurance in effect for employees who have completed sixty (60) calendar days of employment and their dependents upon the terms and conditions of the "City of Berea Health Insurance Plan (Summary Plan Document), as amended April 1, 2019". Such hospitalization insurance includes provisions for basic medical, major medical, prescription drug, dental care and vision care benefits. Employee contributions for the actual cost of health insurance shall be as follows:

The employee shall contribute 8% of the actual cost of health insurance on a pre-tax basis based upon the previous year's cost.

21.03 The parties agree that in an effort to reduce hospitalization/medical costs a Citywide Joint Medical/Hospitalization Insurance Committee will be formed with a representative from each Collective Bargaining Unit as well as the non-union employees and the City, including the OPBA, and convened at least one (1) time per year or more if practicable to review alternative insurance coverage and plans and make recommendations to the Employer. As part of this process, the representatives shall have access to all non-confidential information. The Employer shall have a senior employee as a representative on the Committee and the Employer will require the City insurance representative to actively participate with the Committee.

The committee will analyze cost containment measures including, but not limited to, deductibles, co-pays, out-of-pocket maximums, prescription drug coverage and possible changes in providers.

All City employees are to share in any cost reductions achieved by the Committee. The Employer reserves the right to change insurers in any and all matters of insurance covered by this Agreement; provided, however, that the benefits are equal to or greater than existing prior to such change.

21.04 The Employer shall continue to provide the presently-existing liability insurance for employees as long as such coverage is available.

## **ARTICLE 22**

### **PAYMENTS DURING DISABILITY PERIODS**

22.01 An employee covered by this Agreement, who may be disabled as the result of a traumatic injury suffered in the discharge or performance of his duties, shall be entitled to receive regular compensation during such period of disability, but in no case for a period longer than six (6) months; provided, however, that any employee making claim for such compensation, as provided in this Article, shall reimburse to the Employer any temporary total disability benefits received from Workers' Compensation; and at the request of the Chief, submit to a physical examination by a physician chosen by the employee from the three (3) physicians licensed to practice in the State of Ohio and designated by the Employer. In the event such physician finds that such employee is able to resume assigned duties, the compensation provided for herein shall cease. The cost of such examination and opinion shall be borne by the Employer.

22.02 The compensation provided for in this Article is exclusive of Sick Leave and shall in no way affect the Sick Leave accumulated pursuant to other provisions of this Agreement. If the period of disability exceeds six (6) months, the employee shall be entitled to compensation from accumulated Sick Leave prorated to supplement Workers' Compensation temporary total benefits up to regular compensation. Nothing herein shall be deemed to amend, impair or repeal any law establishing and maintaining any Police Disability or Pension Fund.

## **ARTICLE 23**

### **PAYMENTS UPON DEATH**

23.01 Upon the death of an employee, all sums earned and accrued pursuant to this Agreement shall be paid in order as allowed by law, to: a) the next of kin; b) other beneficiary(ies) designated by such deceased employee; or c) the estate of such deceased employee.

## **ARTICLE 24**

### **SICK LEAVE**

24.01 Sick Leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable

to other employees; and/or 3) illness or injury in the immediate family of the employee as defined in paragraph 24.07 below.

24.02 All employees shall earn Sick Leave at the rate of four and six-tenths (4.6) hours per bi-weekly pay period during which such employee actually worked or was absent by reason of paid time off granted in this Agreement with the exception of leave without pay. An employee may accumulate Sick Leave to an unlimited amount.

24.03 An employee, who is to be absent on Sick Leave, shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of the work shift on each day of absence, unless hospitalized.

24.04 Sick Leave may be used in segments of not less than one (1) hour.

24.05 In the event an employee is absent for more than two (2) consecutive regularly-scheduled shifts or more than four (4) regularly-scheduled shifts in any fourteen (14) consecutive day period by reason of illness, the Chief may require appropriate and satisfactory proof as to the reason for such absence before the absence(s) may be charged against accumulated Sick Leave. In addition, the Chief may require of any employees claiming Sick Leave, as set out in this paragraph, a statement from a licensed physician indicating the ability of such employee to return to active duty in the capacity which was left by reason of such illness. The cost of such examination and opinion shall be borne by the Employer.

If the employee fails to submit appropriate and satisfactory proof of illness or, if required, fails to submit a statement as to physical fitness for returning to duty, any absence relating thereto shall be considered an Unauthorized Leave without Pay.

If an employee becomes ill or injured prior to a scheduled vacation leave, then upon prior written request to the Chief, and with the Chiefs approval, which shall not be unreasonably denied, an employee may be permitted to reschedule the vacation leave. If an employee becomes ill or injured during a scheduled vacation period, other than for a duty-related injury, the employee shall continue the vacation period as scheduled, until the scheduled vacation period has been concluded, before the employee is eligible to take sick leave.

In the event an employee requires the use of sick time on the day immediately before or after a holiday, personal day or vacation day, the Chief may require verification of sickness from a qualified medical doctor acceptable to the City. Failure to comply with this Section would result in the loss of pay for the holiday, vacation day or personal day taken.

24.06 Any abuse of Sick Leave shall be just and sufficient cause for a disciplinary action, including dismissal.

24.07 When the Sick Leave is due to illness or injury in the immediate family, the term "immediate family" shall be defined to include all persons related to the employee in the first degree by consanguinity or affinity or one (1) other person not included in this definition.



24.08 An employee who leaves the service of the Employer voluntarily and who has not less than ten (10) years of employment with the said Employer without reference to previous employment with any other Employer other than the City of Berea, or an employee who has qualified for retirement benefits from the Ohio Police and Fire Pension Fund without regard to the number of years of service with the Employer, shall be entitled to receive a payment equal to the hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by such employee, providing that such resulting number of hours to be paid shall not exceed three hundred and sixty (360) hours, but provided further that an employee who has twenty (20) years of cumulative service with the said Employer, without reference to previous employment with any other Employer other than the City of Berea, shall receive the compensation set out in this paragraph without regard to the three hundred and sixty (360) hour limitation.

The payments outlined above shall be paid in two (2) equal annual installments; the first occurring on the date of the employee's retirement and/or voluntary termination; the second payment occurring on the first anniversary date of the employee's retirement.

All payments will be made at the pay rate in effect for such employee at the time of separation. In addition, all employees will get a memo upon separation/retirement guaranteeing this benefit to them upon separation/retirement. If an employee dies prior to retirement or if an employee with accumulated Sick Leave dies prior to the first anniversary date of the employee's retirement, all unpaid accumulated Sick Leave due to the employee under this provision shall be paid to his or her designated beneficiary.

24.09 Normal Sick Leave usage shall not be counted against an employee in personnel matters.

24.10 An employee who is out of work on an extended sick leave or while otherwise utilizing Family and Medical Leave, and whose physician finds that such employee is not able to resume regular assigned duties, but is found to be fit to return to duty in a capacity less than normally performed, the Employee shall be returned to light or restricted duty, provided the Department can provide appropriate light or restricted duty work. Any Employee assigned to light or restricted duty work shall work an eight (8) hour work day, forty (40) hours per week. Light duty or restricted duty assignments shall not last more than four (4) weeks.

## ARTICLE 25

### VACATION LEAVE

25.01 Each employee is entitled to annual Vacation Leave with pay according to the following schedule, based upon continuous employment with the City:

Eighty (80) hours in the calendar year in which the employee completes one, two, three and four years of service; and thereafter.

One hundred twenty (120) hours in the calendar year in which the employee

completes five, six, seven, eight, nine and ten years of service; and thereafter.

One hundred sixty (160) hours in the calendar year in which the employee completes eleven, twelve, thirteen, fourteen, fifteen and sixteen years of service; and thereafter.

Two hundred (200) hours in the calendar year in which the employee completes seventeen, eighteen, nineteen and twenty years of service; and thereafter.

Two hundred forty (240) hours in the calendar year in which the employee completes twenty-one (21) or more years of service with the employer.

25.02 For the purpose of calculating Vacation Leave, only such time as the employee has in continuous service with the City of Berea shall be utilized and no credit for previous employment other than with the City of Berea shall be given; provided, however, that any part-time service with the City of Berea shall be credited toward Vacation Leave on a pro rata basis.

The provisions of this paragraph shall not act to modify, alter or change the calculation of Vacation Leave for any present employee, whose Vacation Leave has been calculated heretofore by means of any credit for prior service.

25.03 For the purpose of selecting vacation time off, the Division of Police shall consist of five (5) units, the same being: a) each of the two (2) day shifts and each of the two (2) night shifts and b) the detective/juvenile bureau. After operational considerations and consideration for higher rank, seniority within the individual unit shall be the determining factor in Vacation Leave selection. No later than June 1 of each year, all employees shall select the Vacation Leave according to the procedure established in this paragraph. Once Vacation Leave has been scheduled, there shall be no changes except with the express approval of the Chief.

25.04 Vacation Leave shall be taken in increments of not more than two (2) times the number of weeks to which an employee is entitled.

25.05 Vacation Leave, not to exceed ten (10) vacation days, may be carried over from one (1) calendar year to the next calendar year with the prior approval of the Chief.

25.06 "Continuous employment" for the purpose of calculating Vacation Leave shall not be deemed to be interrupted by absence on Sick Leave or other absence on Leave Authorized by the Employer pursuant to the Agreement, provided the employee returns to full-time active employment with the Employer on or before the expiration of such Leave.

25.07 Upon the separation of any employee for any reason whatsoever, any and all Vacation Leave then unused which has accrued to the benefit of such employee during the calendar year of such separation or carried over from previous years, shall be paid in cash money immediately upon such separation.

Any Vacation Leave to be paid in cash money pursuant to the provision of this paragraph

shall be considered paid in full as of the date of separation from service and no date of separation shall be moved forward in time by reason of Vacation Leave. All employees separated from the City for any reason whatsoever shall be deemed to leave the employment of the City as of the date of their final physical presence as an employee at an assigned duty in the service of the City.

## **ARTICLE 26**

### **HOLIDAY LEAVE AND DROP PROGRAM**

26.01 All employees shall receive Holiday Leave, with regular compensation, in the amount of one hundred twenty (120) hours, the same to be taken as individual days off according to a schedule established by the employee with the approval of the Chief.

26.02 All Holiday Leave not taken prior to December 1 of each year, nor scheduled to be taken prior to the end of such year, shall be compensated in cash money no later than the end of the succeeding January but at the rate of pay in effect in the preceding December and such payment in cash money shall be separate and distinct from any other regular compensation to be received.

26.03 Employees within the Bargaining Unit covered by this Agreement shall choose Holiday Leave solely upon operational considerations, rank and seniority.

26.04 Any employee desiring to use a holiday which will interfere with shift manpower requirements may have another full-time Police Officer work the shift for which the holiday is to be used. The Patrol Officer working the holiday will be paid the normal overtime rate. Each Patrol Officer will be permitted to use this benefit up to two (2) times per year.

26.05 Any employee of the Division eligible to enter the Ohio Police and Fire Pension Fund authorized DROP Program, pursuant to all rules and regulations of the Ohio Police and Fire Pension Fund, may apply to the City to receive in cash money, compensation for accrued Holiday Leave prior to their application to enter the DROP Program. The employee shall make written application on a form prescribed by the City to the Chief at least 30 days prior to the anticipated date of application to the DROP Program. The City will make payment for such accrued Holiday Leave in accordance with this section within 45 days of the receipt of the written application. In the years of active employment following the employee's application to receive compensation pursuant to this section and in the years of separation or actual retirement from employment with the City, all payments made for unused Holiday Leave shall be made in accordance with Section 26.02.

26.06 Any employee working the actual hours on New Year's Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall receive compensation at one and one-half times (1.5) the regular rate of pay for all hours worked during that shift.

## **ARTICLE 27**

### **PERSONAL LEAVE**

27.01 Each employee shall earn Personal Leave with pay at the rate of three (3) hours for each calendar month of service completed, provided that the employee has actually worked and been physically present at all times during the regular work period scheduled for such employee, or been absent by reason of Leave granted elsewhere in this Agreement, with the exception of Sick Leave.

27.02 Personal Leave with pay must be scheduled with the approval of the Chief and may be taken in one (1) hour increments.

27.03 Personal Leave may be carried over from one (1) calendar year to the next; provided, however, that no employee shall accumulate a total amount of Personal Leave in excess of seventy-two (72) hours. In the event that an employee has an accumulation in excess of seventy-two (72) hours at the end of a given year, such time shall be forfeited unless such excess accumulation occurs as a result of the officer being incapable of scheduling his personal time off during the year due to work-related injury. In such instances the officer will be permitted to carry-over such excess time into the following year which shall be scheduled off during the year following his return to duty or it will be forfeited. Accumulated Personal Leave shall be forfeited upon separation from employment with the Employer and shall not accrue to the benefit of the employee's estate, heirs or assigns.

27.04 Any employee scheduling the use of Personal Leave may have another full-time Sergeant/Patrol Officer work for him or her should the shift fail to meet minimum manpower requirements. The Sergeant/Patrol Officer working the Personal Leave shall be paid the normal overtime rate. (see Article 12)

## **ARTICLE 28**

### **LEAVE OVERLAP**

28.01 Vacation Leave and Holiday Leave (except Holiday Leave provided in Section 26.04) may not be scheduled to overlap, at the beginning or the end thereof, between more than two (2) employees per shift, and such overlap may not be more than two (2) consecutive days in duration; provided, however, that any such overlap shall have received the prior approval of the Chief.

## **ARTICLE 29**

### **FUNERAL LEAVE**

29.01 All employees shall be granted Funeral Leave according to the following schedule, to wit:

- a. Upon the death of a close friend, an employee may use personal days or compensatory time to attend the funeral of a close friend. In the event an employee has no available personal days or compensatory time, a sick day may be used to attend the funeral of a

close friend. The employee shall give satisfactory evidence to the Chief that the deceased was a close friend.

b. Upon the death of a step-brother, step-sister, grandparent or spouse's grandparent, one (1) day of Funeral Leave.

c. Other than as provided in (d) below, upon the death of an immediate family member, the employee will receive three (3) days of Funeral Leave. "Immediate family member" shall be defined to include spouse, child, step- child, mother, father, mother-in-law, father-in-law, brother or sister, or grandchild.

d. Upon the death of a spouse or child or step-child residing with the employee, five (5) days.

29.02 In the event that an employee requires Funeral Leave in addition to the time set out in paragraph 29.01 above, such employee may utilize any and all accumulated Personal Leave, Holiday Leave or Vacation Leave.

#### **ARTICLE 30**

#### **MILITARY LEAVE**

30.01 All employees who are Members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or other Reserve components of the Armed Forces of the United States of America, shall be entitled to Military Leave from their respective duties for such times as they are on field training or active duty, for a cumulative period not to exceed thirty-one (31) days in any calendar year. Application for Military Leave must be submitted to the Chief at least thirty (30) days in advance of the proposed Leave.

30.02 If compensation by any Military Authority given during the period of Leave is less than the regular compensation which would have been given by the City of Berea for such period, the employee shall be paid by the Employer the difference in cash money between the regular pay and the military pay. Should the military compensation exceed the regular compensation from the City of Berea, the employee shall reimburse the City with such differential in cash money.

#### **ARTICLE 31**

#### **JURY DUTY LEAVE**

31.01 Any employee who is called for Jury Duty, either federal, county or municipal, shall suffer no loss in regular compensation. Any compensation received from such Court for jury service shall be surrendered to the Employer.

## **ARTICLE 32**

### **COURT APPEARANCE LEAVE**

32.01 Any employee who is required to appear in any court due to a job-related incident, where the employee is not a plaintiff or other claimant, shall suffer no loss in regular compensation. Any compensation received from such court as for such appearance shall be surrendered to the Employer.

32.02 Any employee who has been separated from service with the City and, thereafter, is required to attend any judicial proceeding relating to such former employment, other than as a claimant against the Employer, shall be compensated for such judicial attendance at the prevailing rate of compensation.

## **ARTICLE 33**

### **LEAVE WITHOUT PAY**

33.01 An employee may be granted a Leave Without Pay for a period not to exceed one (1) year for sickness, disability, educational development or other reasons found to be in the mutual interests of the Employer and the employee. Such Leave Without Pay must be approved by the Chief and the Mayor and ratified by the Board of Control. All approved Leave Without Pay under this Article shall be inclusive of Family and Medical Leave.

## **ARTICLE 34**

### **DISCIPLINARY PROCEDURE**

34.01 This procedure shall only apply to all non-probationary employees covered by this Agreement.

34.02 The following disciplinary actions can be taken against an employee for just cause:

#### **Non-Appealable Disciplinary Action**

1. Counseling;

#### **Appealable Disciplinary Action**

1. Written reprimand (through the Mayor's level);
2. Suspension for three or less days;
3. Suspension for four or more days;
4. Demotion;
5. Termination.

34.03 The following administrative procedures shall apply to disciplinary actions:

a. The Employer, the employee involved and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Employer is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation

of written charges. At this meeting, the specific nature of the matter will be addressed and the Employer may offer a proposed disciplinary penalty. The employee must be advised before the meeting that he/she is entitled to representation by the Union or counsel during the initial discussion.

b. If a mutually agreeable settlement is not reached at this informal meeting, the Employer will, within seven (7) days, prepare a formal Notice of Discipline and present it to the employee. A copy will also be given to the Union. If no informal meeting is held, the Employer may just prepare a Notice of Discipline and present it to the employee and the Union.

This Notice of Discipline must include:

- The date the Notice of Discipline was issued;
- The specific acts for which discipline is being imposed;
- The penalty proposed;
- The following statement of employee rights:

All employees shall have the following rights:

*An employee shall be entitled to representation by a Union representative or counsel at each step of the disciplinary procedure.*

*Except in cases of counseling, an employee may appeal disciplinary action to the Police Chief within seven (7) days of receiving this Notice.*

*No recording device or stenographic or other record shall be used during the questioning of an employee unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least thirty (30) days prior to the date of any related hearing. The cost of the transcript will be borne by the party requesting the copy of the transcript.*

*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.*

Where the Employer seeks as a penalty the imposition of any suspension without pay, demotion or removal from service, the Notice of Discipline shall be served in person or by registered or certified mail, return receipt requested.

c) An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the tenets of this Agreement and the employee's employment shall be terminated.

d) Upon receipt of the Notice of Discipline, the employee may choose to accept the

proposed discipline or to file an appeal with the Police Chief within seven (7) days. The employee's appeal shall start at Step 2 of the Grievance Procedure set forth in Paragraph 35.04 and proceed in accordance with Paragraph 35.04 and Article 36.

34.04 Discipline shall not be implemented until either:

- The matter is settled; or
- The employee fails to file an appeal under this procedure within the time frame provided by this procedure, or
- The penalty is imposed after a pre-disciplinary hearing by the Mayor or his designee, or
- The penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

34.05 A failure to submit an appeal within the above time limit of seven (7) days shall be construed as an agreement to the disciplinary action by the affected employee and Union. All subsequent appeal rights shall be deemed waived.

34.06 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or counsel present or to decline any such representation. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

34.07 An employee may be suspended with pay at any time during the process if the Employer, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property or would interfere with the Employer's operations. A suspension without pay, demotion or discharge may be imposed concurrent with or subsequent to the decision of the pre-disciplinary hearing.

34.08 The Union on behalf of all employees covered by this Agreement and on its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's inquiry or to appeal any form of disciplinary action (e.g., suspension, demotion, discharge) to any Civil Service Commission.

## **ARTICLE 35**

### **GRIEVANCE PROCEDURE**

35.01 All employees have the right to present a grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this Grievance Procedure.



35.02 For the purposes of this Grievance Procedure, the terms used are defined as follows:

Grievance: A "grievance" is a dispute or controversy arising from the application or interpretation of the specific and express written provisions of this Agreement.

Aggrieved Party: The "aggrieved party" is an employee or group of employees within the Bargaining Unit, or the Union, who may file a grievance.

Party in Interest: A "party in interest" is any employee named in a grievance who is not the aggrieved party.

Days: A "day" is a calendar day, excluding Saturdays, Sundays and Holidays recognized by the Government of the United States of America.

35.03 The following procedures shall control the administration of this Grievance Procedure:

- a. Except at Step 1, a grievance shall identify the aggrieved party; the Article of this Agreement grieved; the time and place of all alleged events or conditions constituting the grievance; the identity of the party alleged to have caused the grievance, if known to the aggrieved party; and a general explanation of the grievance.
- b. Except at Step 1, all decisions made upon any grievance shall be rendered in writing at each step of the Grievance Procedure with copies to the aggrieved party and any representative.
- c. If a grievance concerns more than one (1) employee, it may initially be submitted at Step 3.
- d. All matters concerning the filing of a grievance shall be conducted during non-working hours, unless otherwise authorized by the Employer.
- e. Any employee having a grievance may discuss the matter informally with the appropriate superior officer and agree to informally resolve the grievance without the intervention of the Union; provided, however, that the terms of this informal resolution are acceptable to the employee.
- f. In the event that a grievance is resolved without a formal determination, the terms of such informal resolution shall not be deemed to create a binding precedent for future proceedings on other similar matters.

This Grievance Procedure does not require an employee to pursue the remedies herein provided and does not impair or limit the right of an employee to pursue any other remedies available under law. Conversely, an employee who pursues any remedy other than those explicitly provided for by this Grievance Procedure shall automatically be considered to have waived all

remedies provided under this Article.

The time provisions herein are to be strictly applied and any grievance not filed within the specified time limits shall be void.

This procedure shall not be used for the purpose of changing, amending, modifying or altering any of the provisions of this Agreement.

35.04 All grievances are administered according to the following Grievance Procedure:

Step 1:

An employee who may have a grievance shall notify the immediate supervisor of such grievance, in writing, within seven (7) days of the occurrence of the facts giving rise to the same. The Supervisor shall schedule an informal meeting with the employee within seven (7) days of the employee's filing the grievance. The purpose of this meeting will be to discuss the dispute and resolve it informally. The Supervisor shall verbally report the determination resulting from such informal meeting to the employee within seven (7) days thereafter.

Step 2:

In the event that an employee initiating a grievance is not satisfied with the decision rendered by means of Step 1 above, the Union and the employee may give written notice of the grievance to the Chief within seven (7) days from the date of the decision rendered in Step 1 above. Within ten (10) days after such written notice to the Chief, the Chief shall hold a formal hearing upon such grievance and the Chief may invite any persons whom he may deem necessary for the fair and impartial determination of the grievance. Within ten (10) days from the date of such hearing, the Chief shall issue a written decision upon the grievance with a copy to the aggrieved party.

Step 3:

In the event the employee initiating the grievance is not satisfied with the decision rendered by means of Step 2 above, the employee may give written notice of the grievance to the Mayor within seven (7) days from the date of the decision rendered in Step 2 above. Within ten (10) days after such written notice to the Mayor, the Mayor or his designee shall hold a formal hearing upon such grievance. The Mayor or his designee may invite any other person or party necessary to provide information required for the rendering of a fair and equitable decision. Within ten (10) days from the date of such hearing, the Mayor or his designee shall issue a written decision upon such grievance with copies to the aggrieved party and all parties present at such hearing.

Step 4:

Prior to arbitration, the Union may request mediation with the agreement of the City. The request to submit a grievance to mediation must be received by the Employer within five (5) working days of the

Union's receipt of the City Manager's written decision at step 3 of this section. The grievance shall be held in abeyance until such time as mediation is complete. Upon mutual agreement of mediation, the OPBA shall request a list of mediators from the Federal Mediation and Conciliation Service. The mediation shall be deemed completed when an agreement as to the subject matter of the grievance is executed by both parties or which either party notifies the other party in writing of their intention to no longer participate in the mediation process. The parties agree to equally share any cost of mediation.

## **ARTICLE 36**

### **ARBITRATION PROCEDURE**

36.01 If a grievance is unresolved by the Grievance Procedure, the Union may submit the grievance to arbitration not less than ten (10) days following the completion of the Grievance Procedure. Within ten (10) days thereafter, the parties shall meet to attempt to mutually agree upon an Arbitrator. If an agreement is not reached, the parties shall select an arbitrator pursuant to the rules of the Federal Mediation and Conciliation Service.

36.02 The Arbitrator has no authority to 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 term or condition of this Agreement.

36.03 The Arbitrator shall not decide more than one (1) grievance on the same hearing day(s), except by written agreement of the parties.

36.04 All arbitration hearings shall be conducted pursuant to the rules of Federal Mediation and Conciliation Service.

36.05 The fees and expenses of the Arbitrator and the cost of the hearing room, if any, are assessed against the party losing the grievance or split equally between the parties upon a split award. 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.

36.06 The decision of the Arbitrator, and any award made, shall be in writing and delivered within thirty (30) calendar days from the final day of hearing, unless extended by agreement. The decision of the Arbitrator shall be final and binding upon the parties.

36.07 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 may have failed to fairly represent a member of the Bargaining Unit during the exercise of any rights provided by the Grievance and/or Arbitration Procedures.

## **ARTICLE 37**

### **EMPLOYEE RIGHTS**

37.01 Disciplinary action taken by the Employer shall only be for just cause.

37.02 An employee has the right to the presence of counsel or other representative chosen by such employee at all stages of the Grievance and Arbitration Procedures provided in Article 35 and 36 above and at all disciplinary hearings before the Chief, the Mayor or his designee or a mutually-selected arbitrator.

37.03 An employee who is the subject of an internal investigation shall have the right to have an attorney present during any portion of such investigation in which such employee is required to be present.

37.04 An employee who is the subject of an internal investigation shall be informed of such fact prior to any questioning.

37.05 Before an employee may be charged with a violation of Divisional Rules and Regulations for a refusal to participate in an internal investigation, the employee shall be advised that any such refusal to participate may be the basis for disciplinary action.

37.06 If a verbal complaint is made against an employee containing no corroborative evidence of any kind, the employee accused shall not be required to submit to any investigation, or make any report, until the Employer reasonably qualifies the complaint with other reliable corroborative evidence. Citizen complaints shall be reduced to writing by the City prior to the officer being required to respond.

37.07 There shall be no press release(s) initiated by the Employer, any employee, or the Union regarding any employee under investigation.

37.08 Any record of discipline involving a counseling or written reprimand shall not be considered in future disciplinary actions twelve (12) months after their effective date, provided there is no intervening discipline during that time period. Suspensions of three (3) days or less shall not be considered in future disciplinary actions twenty-four (24) months after their effective date, provided there is no intervening discipline during the same timeframe. Suspensions of four (4) days or more will not be considered in future disciplinary actions after forty-eight (48) months of their effective date, provided there is no intervening disciplinary action during the same timeframe.

37.09 Unsubstantiated written complaint shall be noted as such when placed in an employee's personnel file.

## **ARTICLE 38**

## **TOTAL AGREEMENT**

38.01 This Agreement represents the entire Agreement between the Employer and the Union and, unless specifically and expressly set forth in the 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 39****CONFORMITY TO LAW**

39.01 This Agreement shall be subject to, and subordinated to, any applicable present and future federal and state laws and 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.

39.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the within 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 provision(s) thereof had not been included here.

**ARTICLE 40****DURATION**

40.01 This Agreement shall become effective as of 12:01 a.m., January 1, 2025, and shall continue in full force and effect, along with any amendments made and annexed hereto through December 31, 2027.

**ARTICLE 41****HEADINGS**

41.01 It is understood and agreed that the use of Headings before Articles and 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 42****OBLIGATION TO NEGOTIATE**

42.01 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 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.

42.02 For the life of this Agreement, the Employer and the Union each agree that neither shall be obligated to negotiate collectively with respect to any subject or matter 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 of the negotiation and execution of this Agreement.

## **ARTICLE 43**

### **MISCELLANEOUS**

43.01 Upon full-pension retirement, an employee shall receive sole, absolute and exclusive title to:

- a. The badge or shield designating such retiree as a Sergeant;
- b. The firearm issued to such retiree prior to retirement.

43.02 The Employer shall provide the Union with adequate bulletin board space located in the Division of Police. The Union shall be responsible for the care, maintenance and replacement of the bulletin board. The Employer shall have the right to remove any material not in conformance with paragraph 43.03 below.

43.03 No notices, memoranda, posters or other forms of communication are to be posted on the bulletin board established in paragraph 43.02 above that contain any defamatory, political or controversial material or any material critical of the Employer or any employee of the Employer. The Employer shall have the right to remove any material not in conformance with this paragraph.

43.04 This Agreement constitutes the entire understanding and agreement of the parties hereto, and no patrol statements of any kind shall vary the express written conditions hereof. No ordinances, or other laws, established by the Employer, now or in the future, shall be controlling or applicable to the matters herein negotiated between the parties. This Agreement is the sole governing instrument regulating the conduct of the Employer and the employee in relation to each other and no ordinance or other laws of the Employer are applicable to the Employer-Employee relationship established by this Agreement.

43.05 The Employer shall provide all employees covered by this Agreement benefits similar to those provided to other employees of the City pursuant to Ordinance No. 85-85 relative to the Ohio Police and Fire Pension Fund contribution pick-up.

## **ARTICLE 44**

### **LABOR MANAGEMENT COMMITTEE**

44.01 In the interest of sound labor management relations, a labor-management committee consisting of Department Union representatives, the Chief of Police and the Mayor or his designee shall be formed. The labor-management committee shall meet on an "as needed" basis to discuss and promote a more harmonious labor-management relationship. Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during the meeting.

## **ARTICLE 45**

### **FAMILY MEDICAL LEAVE**

45.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance.

45.02 The Employer may require an employee to use accrued vacation, holiday or accumulated sick leave which shall be inclusive of the twelve (12) weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation or sick leave to exhaust such vacation time or sick leave time, which shall constitute separate banks of time under this provision.

45.03 A husband and wife employed by the City of Berea in any position or capacity are eligible for FMLA Leave up to a combined total of twelve (12) weeks of leave during the twelve-month period referenced in Section 45.01 if the leave is taken:

- For the birth of the employee's son or daughter or to care for the child after birth;
- For placement of son or daughter with the employee for adoption or foster care or to care for the child after placement; or
- To care for the employee's parent with a serious health condition.

## **ARTICLE 46**

### **SUBSTANCE TESTING AND ASSISTANCE**

46.01 All employees are subject to drug and alcohol testing pursuant to the policy attached as Exhibit B.

**ARTICLE 47**

**EXECUTION**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

**FOR THE EMPLOYER  
CITY OF BEREA**

\_\_\_\_\_  
Richard Butler, Sergeant

\_\_\_\_\_  
Mayor Cyril M. Kleem

\_\_\_\_\_  
Barbara Jones, Safety Director

\_\_\_\_\_  
Dan Clark, Police Chief

/s/ Daniel Leffler  
Daniel Leffler, OPBA Attorney

\_\_\_\_\_  
Barbara Jones, Director of Law



**WAGES – POLICE SERGEANTS – EXHIBIT A**  
**2025 – 2026 – 2027**

**SERGEANTS**

| <b>Year</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b>     | <b>6</b>     |
|-------------|----------|----------|----------|----------|--------------|--------------|
| 2024        | \$45.91  | \$50.27  | \$68.87  | \$75.41  | \$95,492.80  | \$104,561.60 |
| 2025        | \$48.21  | \$52.79  | \$72.32  | \$79.19  | \$100,276.80 | \$109,803.20 |
| 2026        | \$50.14  | \$54.90  | \$75.21  | \$82.35  | \$104,291.20 | \$114,192.00 |
| 2027        | \$52.15  | \$57.10  | \$78.23  | \$85.65  | \$108,472.00 | \$118,768.00 |

Key: 1 Basic hourly rate  
2 Basic hourly rate, with professional wage supplement  
3 Basic overtime rate  
4 Basic overtime rate, with professional wage supplement  
5 Basic annual rate  
6 Basic annual rate, with professional wage supplement

Contractual rate is the hourly rate.

Wage increase – 1% market adjustment for first responders 2025, and 4% each year

OT rate – 1.5%

Annual hours – 2,080

Professional Wage supplement – 9.5%

Rank differential from Senior Police Officer's base pay to Sergeant's base pay = 15%

WAGES - POLICE SERGEANTS- EXHIBIT A
2025 - 2026 - 2027

SERGEANTS

| YEAR | 1       | 2       | 3       | 4       | 5            | 6            |
|------|---------|---------|---------|---------|--------------|--------------|
| 2024 | \$45.91 | \$50.27 | \$68.87 | \$75.41 | \$95,492.80  | \$104,561.60 |
| 2025 | \$48.24 | \$52.82 | \$72.36 | \$79.23 | \$100,339.20 | \$109,865.60 |
| 2026 | \$50.17 | \$54.94 | \$75.26 | \$82.41 | \$104,353.60 | \$114,275.20 |
| 2027 | \$52.18 | \$57.14 | \$78.27 | \$85.71 | \$108,534.40 | \$118,851.20 |

| Basic Rate |   | Basic w/ Wage Supplement |         |
|------------|---|--------------------------|---------|
| 39.93      | x | 1.15 =                   | 45.9195 |
| 45.92      | x | 1.01 =                   | 46.3792 |
| 46.38      | x | 1.04 =                   | 48.2352 |
| 48.24      | x | 1.04 =                   | 50.1696 |
| 50.17      | x | 1.04 =                   | 52.1768 |
| 52.18      | x | 1.095 =                  | 57.1371 |
| 52.82      |   |                          |         |
| 54.94      |   |                          |         |
| 57.14      |   |                          |         |

| Basic Overtime |   | OT w/ Wage Supplement |         |
|----------------|---|-----------------------|---------|
| 48.24          | x | 1.50 =                | 72.3600 |
| 50.17          | x | 1.50 =                | 75.2550 |
| 52.18          | x | 1.50 =                | 78.2700 |
| 72.36          |   |                       |         |
| 75.26          |   |                       |         |
| 78.27          |   |                       |         |
| 79.23          |   |                       |         |
| 82.41          |   |                       |         |
| 85.71          |   |                       |         |

- Key:
1. Basic hourly rate
  2. Basic hourly rate, with professional wage supplement
  3. Basic overtime rate
  4. Basic overtime rate, with professional wage supplement
  5. Basic annual wage
  6. Basic annual wage, with professional wage supplement

Contractual rate is the hourly wage.

Wage increase - 1% market rate adjustment for first responders 2025, and 4% each year

OT rate - 1.5%

Annual hours - 2080

Professional wage supplement - 9.5%

Rank differential from Senior Police Officer's base pay to Sergeant's base pay = 15%