

**ORDINANCE NO. 24-22**

**AN ORDINANCE AUTHORIZING THE MAYOR AND SAFETY-SERVICE DIRECTOR  
TO ENTER INTO A LABOR CONTRACT WITH OPBA, AND DECLARING AN EMERGENCY.**

**WHEREAS**, The City of Bellevue has previously contracted with the Ohio Patrolmen's Benevolent Association, the labor union representing the Bellevue Police Department Employees; and

**WHEREAS**, the current contract expired October 31, 2021, and a new three year contract has been negotiated by the union and City officials, to be effective as of November 1, 2021 and to run through October 31, 2024, specifically with the respective bargaining units of the Bellevue Police Sergeants, Police Patrolmen, and Communication Officers.

**NOW, THEREFORE, BE IT ORDAINED** By the Council of the City of Bellevue, Huron, Sandusky and Erie Counties, Ohio:

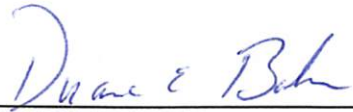
**SECTION 1:** That the Council of the City of Bellevue hereby authorizes the Mayor and the Safety-Service Director to enter into the new labor contract attached hereto and incorporated herein as though fully set forth and to sign the same on behalf of the City.

**SECTION 2:** The City Auditor is hereby authorized and directed to make payments to the employees covered by this contract and to draw his warrant or warrants and take any other actions necessary or appropriate to comply with the new agreement.

**SECTION 3:** That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the City of Bellevue, and for the further specific reason that the old contract has expired and the parties desire to enter into the new contract as soon as possible to ensure continuation of harmonious labor-management relations.

**WHEREFORE**, this Ordinance shall go into full force and effect immediately upon its passage by Council and approval by the Mayor.

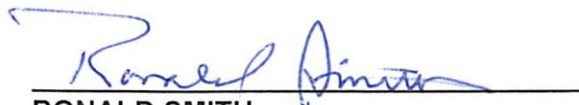
DATE: Nov. 14, 2022

  
\_\_\_\_\_  
**DUANE BAKER**  
PRESIDENT PRO TEMPORE

ATTEST:

  
\_\_\_\_\_  
**RHONDA R. SOPER**  
CLERK OF COUNCIL

APPROVED:

  
\_\_\_\_\_  
**RONALD SMITH**  
ACTING MAYOR

**CITY OF BELLEVUE**

**AND**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**  
**(PATROL, SERGEANTS, COMMUNICATION OFFICERS)**

**COLLECTIVE BARGAINING AGREEMENT**

**EFFECTIVE DATE: NOVEMBER 1, 2021**

**EXPIRATION DATE: OCTOBER 31, 2024**

## **ARTICLE 1**

### **PREAMBLE AND PURPOSE**

This Agreement, entered into by the City of Bellevue, hereinafter referred to as the "City" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "OPBA," has as its purpose the following:

- A. To promote and maintain a satisfactory and stabilized employer/employee relationship and to jointly promote improved work conditions and performance.
- B. To provide for the peaceful and equitable adjustment of differences which may arise.
- C. To ensure the right of every employee to fair and impartial treatment.
- D. To negotiate the rates of pay, hours of work and benefits.
- E. To provide for orderly, harmonious and cooperative employer/employee relations in the interest, not only of the parties, but of the City of Bellevue, Ohio.
- F. This Agreement pertains to all employees within the Bargaining Units defined herein.

## **ARTICLE 2**

### **UNION RECOGNITION/REPRESENTATION**

Section 1. The City recognized OPBA as the sole and exclusive representative for the purposes of establishing hours of work, rates of pay, and benefits for members of the following bargaining units:

Bargaining Unit 1 -Communication Officers  
Bargaining Unit 2 -Police Patrolmen  
Bargaining Unit 3 -Police Sergeants

Notwithstanding the provisions of this Article, management, professional, supervisory, part-time (twenty (20) hours per week or less per week), temporary, seasonal, and employees in the unclassified service shall not be included in the Bargaining Units. All positions and classifications not specifically established herein shall be excluded from the Bargaining Units, unless determined otherwise by appropriate tribunal under the operation of applicable law (O.R.C. 4117) and/or per provision of this Agreement. The Parties hereto recognize that provisions of O. R. C. 4117 prevail regarding the dispute procedure, and that members of Bargaining Units 1, 2 and 3 are prohibited from withholding their services as a result of impasse in bargaining between the Parties.

Section 2. OPBA shall provide to the City an official roster of OPBA's Officers, Stewards and Representatives, which shall be kept current. OPBA representatives shall confine their activities to the investigation and processing of grievances and the maintenance of this Agreement. The City will furnish OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list shall be furnished no less often than annually and will be supplemented by the names of all new employees as hired.

Section 3. The City and OPBA agree that membership in OPBA is available to all members of the Bargaining Units, as has been determined herein, upon successful completion of thirty (30) days of employment.

Section 4. The City and OPBA agree that the provisions of the Grievance Procedure and Arbitration Articles of this Agreement shall not be applicable or available to new employees during their initial three hundred sixty-five (365) days of employment.

### **ARTICLE 3 DUES DEDUCTION**

Section 1. The City agrees to deduct initiation fees, assessments levied by OPBA and the regular OPBA monthly membership dues from the pay of any employee eligible for membership in any of the Bargaining Units, upon receiving written authorization signed individually by the employee. The signed Payroll Deduction Form must be presented to the City by OPBA's Director. Upon receipt of the proper authorization, the City will deduct OPBA monthly membership dues from the payroll checks at the first full pay period of the next month.

Section 2. Payroll deduction authorization shall be on a form provided by OPBA and approved by the City.

Section 3. The City shall be relieved from making such authorized deductions upon a member's (a) termination of employment, or (b) transfer to a job other than one covered by the Bargaining Units, or (c) revocation of deduction authorization.

Section 4. It is agreed that neither the employees nor OPBA shall have any claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing, within 120 days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period.

Section 5. One (1) month advance notice must be given to the City's payroll clerk and City Auditor prior to making any changes in an individual's dues deduction. The City agrees to furnish OPBA's Treasurer a warrant in the aggregate amount of the deductions within thirty (30) days from the date of making said deductions from members' pay.

Section 6. It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of its compliance with the provisions of this Article, and OPBA shall indemnify, defend, and hold harmless the City, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the City, its officers, officials, agents or employees in complying with this Article. Once the funds are remitted to OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of OPBA.

Section 7. The City shall deduct dues, initiation fees or assessments under this Article from the first pay 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. Nothing in this Article shall be construed as to require the City to deduct from any employee's monthly pay an amount more than twice the monthly membership dues than in effect for OPBA.

Section 8. The initiation fees, dues or assessments so deducted shall be in the amounts established by OPBA from time to time in accordance with its Constitution and Bylaws. OPBA shall certify to the City the amount due and owing from the members involved.

#### **ARTICLE 4 MAINTENANCE OF MEMBERSHIP**

Section 1. Effective upon the signing of this Agreement, any employee of the Bargaining Unit who is a member of the OPBA shall remain a member of the OPBA and continue dues deduction to the organization for the duration of this Agreement, except that any such employee may withdraw his membership in the OPBA during the last thirty (30) days prior to the expiration of this Agreement.

Section 2. Any employee hired after the signing of this Agreement who becomes a member of the OPBA shall remain a member of the OPBA for the duration of this Agreement, except that any such employee may withdraw his membership in the OPBA during the last thirty (30) days of this Agreement.

Section 3. Any employee who opts to withdraw their membership from the OPBA, pursuant to Section 1 and Section 2 of this Article, shall do so by submitting in writing a dated, signed request to the City Auditor and shall submit a copy of same to the Ohio Patrolmen's Benevolent Association by registered mail. Any employee failing to comply with the provisions for withdrawal set forth herein, shall be bound to membership pursuant to any future agreements negotiated between the Parties.

#### **ARTICLE 5 FAIR SHARE FEE**

#### **ARTICLE 6 BULLETIN BOARDS**

Section 1. The City agrees to provide an ample bulletin board, in an agreed upon area, for use by the Bargaining Units. However, the City shall not be obligated to purchase bulletin boards for the Bargaining Units' use.

Section 2. All notices which appear on the bulletin board shall be signed, posted and removed by the OPBA Local Director or designee during non-work time.

It is understood that no material may be posted on the OPBA or Bargaining Units' bulletin board at any time which contains the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks on any employee organization, regardless of whether the organization has local membership; and;

- D. Attacks on and/or favorable comments regarding any candidates for public office, or for office in any employee organization.

Section 3. No OPBA related materials of any kind may be posted anywhere in the City's facilities or on the City's equipment, except on the bulletin board designated for use by the OPBA.

Section 4. Proven or repeated violations of any provisions of this Article shall subject the OPBA to revocation of bulletin board posting privileges by the City.

## **ARTICLE 7 PLEDGE AGAINST DISCRIMINATION AND COERCION**

Section 1. The provisions of this Agreement shall be applied equally to all applicants for employment, as well as to all employees in the Bargaining Units without discrimination as to age, sex, marital status, race, creed, religion, color, national Origin, ancestry, military status, political opinions, affiliation, non-job-related handicap or disability.

Section 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3. The City agrees not to interfere with the rights of the members of the Bargaining Units to become or to remain members of OPBA, and there shall be no discrimination, interference, restraint, or coercion by the City or its representatives against any employee representative acting in an official capacity on behalf of OPBA.

Section 4. There shall be no discrimination, interference, restraint, or coercion by OPBA or its representatives against any employee within the Bargaining Units exercising the right to join or abstain from membership or participation in OPBA.

Section 5. OPBA expressly agrees that membership in OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers. OPBA recognizes its responsibility as Bargaining Agent and agrees to represent all employees in the Bargaining Units without discrimination, interference, restraint, or coercion.

Section 6. The City and OPBA agree not to discriminate against any employee(s) on the basis of age, sex, marital status, race, creed, religion, color, national origin, ancestry, military status, political opinions, affiliation, non-job-related handicap, or disability.

## **ARTICLE 8 OBLIGATION TO NEGOTIATE**

Section 1. The City and OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the

understandings and agreement arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Notwithstanding the foregoing Sections of this Article, should the parties negotiate any changes to this Agreement during its duration, such changes must be in writing and signed by the Parties before becoming effective.

## **ARTICLE 9 ASSOCIATION REPRESENTATION**

Section 1. The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for time spent in the good faith processing of grievances, and at any meeting at which the Employer requests a representative to be present.

Section 2. Members of the negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.

Section 3. The City shall permit OPBA's Director up to thirty-six (36) hours of paid time to attend OPBA Director meetings each calendar year. Such paid time shall be compensated at the Director's normal straight time hourly rate and shall not be counted as hours of work for purposes of calculating overtime pay.

## **ARTICLE 10 GENDER AND PLURAL**

Whenever the context so requires, the use of the words herein, the singular shall be construed to include the plural and words in the plural, the singular and words whether in the masculine, feminine or neuter genders shall be construed to include all 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 11 MANAGEMENT RIGHTS**

Section 1. OPBA recognizes that, except as specifically limited by the express provisions of this Agreement, the City retains all rights to manage and direct the affairs of the City as follows:

- A. Determine matters of inherent managerial policy, which include, but are not

limited to areas of discretion of policy such as the functions and programs of the City, standards and levels of service, budget, utilization of technology, and organizational structure.

- B. Direct, supervise, evaluate, or hire employees.
- C. Maintain and improve the efficiency or effectiveness of governmental operations.
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge employees for just cause.
- F. Layoff, transfer, assign, schedule, promote, or retain employees.
- G. Determine the work to be performed, schedules of hours or work, a llocation and assignment of work to the Police Department and employees, shift time, shift rotation, and the right to enforce operational standards.
- H. Determine the adequacy and deployment of the work force.
- I. Determine the overall mission of the City as a unit of government.
- J. Take actions necessary to carry out the mission of the public employer and to protect the interests of the City and the public.
- K. Demote, discipline or remove an employee during a new employee's probationary period.
- L. Subcontract any non-Bargaining Unit work or operations of the City.

Section 2. The rights and powers of the City set forth in this Article do not list all such rights and powers, and the rights listed, together with all other rights, powers and prerogatives of the City remain vested exclusively in the City, except to the extent that such rights, powers and prerogatives are explicitly limited or modified by the express provisions of this Agreement.

Section 3. Without limiting the foregoing, it is agreed that Police Department operations require the prompt carrying out of all orders, directions, and instructions, issued by immediate supervisors, or other supervisory or managerial personnel.

Section 4. OPBA and all members of the Bargaining Units covered by this Agreement agree to cooperate with the City to attain and maintain full efficiency and optimum quality.



## **ARTICLE 12 EMPLOYEE RIGHTS**

Section 1. Before an employee may be disciplined for his refusing to answer a question or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of disciplinary action.

Section 2. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless the City's operational needs require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. The employee may record such interrogation if he has a recording device available so as not to delay the investigation; however, the employee may not share the recording or a copy or a transcript of it with any other person other than the employee's OPBA representatives or attorney during the pendency of the City's investigation. The City shall be provided with a copy or a transcript of any such recording, if requested, at the City's expense.

Section 3. If the City has reason to suspect that an employee has engaged in misconduct, the employee will be informed of the general nature of any investigation of himself prior to any questioning.

Section 4. An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of OPBA present when reviewing his file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 5. Neither the City, nor OPBA, recognizes the validity of employee polygraph examinations in internal affairs investigations.

Section 6. All complaints by civilians which may involve suspension or discharge of an employee, shall be in writing and signed by the complainant. The City will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

Section 7. Records of disciplinary action that are more than two (2) years old, upon written request of the employee and subject to the condition that there has been no occurrence of a similar type incident within the two (2) year period, shall be removed from the employee's personnel file.

Section 8. The provisions of this Article apply only to individuals so long as they are actually employed by the City, and do not apply to individuals after their employment with the City has been terminated for whatever reason.

## **ARTICLE 13**

### **LABOR/MANAGEMENT COMMITTEE**

Section 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once every calendar quarter, on a mutually agreeable day and time, the City's Director of Safety-Service, the Chief and/or designees shall meet with not more than three (3) local representatives of OPBA to discuss those matters addressed in Section 2, below. Additional representatives may attend by mutual agreement.

Section 2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. OPBA shall also supply the names of those local representatives of OPBA who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify OPBA of changes made by the City which affect the Bargaining Unit members;
- C. Discuss the grievances which have not been processed beyond the final step of the Grievance Procedure, but only 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 improve efficiency;
- F. Give the local representatives of the OPBA the opportunity to share the views of their members on topics of interest to both Parties; and
- G. To consider and discuss health and safety matters relating to employees.

Section 3. If special Labor/Management Meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible. OPBA employee representatives shall not suffer any loss of pay during their attendance at such meetings during their scheduled working hours. Attendance at such meetings during nonscheduled hours shall not be compensated.

Section 4. Labor/Management Meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. Nothing in this Article shall prevent the Parties from informally resolving matters of immediate concern. Subjects of immediate concern to the Bargaining Units, which are not the proper subject of a grievance as defined herein, shall be brought to the attention of the Chief. Subjects of immediate concern to the City shall be brought to the attention of OPBA's Local Director.

## **ARTICLE 14 NO STRIKE**

Section 1. The City and OPBA agree that the Grievance Procedure and Arbitration Procedure provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. The City and OPBA agree that the avoidance of work stoppages, strikes and lockouts is in the best interests, as well as the best interests of the citizens of the City of Bellevue. Therefore, through this Article, the City and OPBA signify their mutual desire to avoid work stoppages, strikes and lockouts.

Section 2. Neither OPBA nor any member of any of the Bargaining Units, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the employer for the duration of this Agreement.

Section 3. OPBA shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

Section 4. In the event of a violation of the "no-strike" clause, OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved by OPBA. OPBA shall advise the employees to return to work immediately.

Section 5. The City shall not lock out any employee for the duration of this Agreement.

## **ARTICLE 15 HEALTH AND SAFETY**

Section 1. The City agrees to maintain safe working facilities, vehicles, tools, and equipment. OPBA agrees to cooperate with the City in maintaining safe working facilities, vehicles, tools, and equipment. Employees agree to report all questions of maintenance and repair in a timely manner, in order to reduce unnecessary additional expense to the City.

Section 2. The City shall maintain suitable first-aid equipment at the Police Dept.

Section 3. Complaints involving unsafe equipment and/or conditions should be reported by the employee to his immediate supervisor. If the unsafe equipment or condition is not corrected, the employee may process a complaint through the Grievance Procedure of this Agreement.

## **ARTICLE 16 SENIORITY PROCEDURE**

Seniority shall accrue to Bargaining Unit employees and shall be based upon the total length of service with the City. The City shall provide seniority lists, which shall provide the employee's date of employment. The list shall be posted for all employees to see.

## **ARTICLE 17 PART-TIME EMPLOYEES**

Section 1. Part-time employees shall not be hired to displace full-time positions. Any vacancy of a full-time position on the Bellevue Police Department shall be filled by appointment of a full-time employee pursuant to the applicable laws of the State of Ohio.

Section 2. Any part-time employee who is utilized to cover a full-time position for purposes of covering overtime shall be certified or qualified to cover that position.

## **ARTICLE 18 PROMOTIONS**

Section 1. Entry level positions shall be filled pursuant to the Rules and Regulations of the Bellevue Civil Service Commission as well as the relevant sections of the Ohio Revised Code, with all parties acknowledging that the Bellevue Civil Service Commission may supersede the Ohio Revised Code, where allowable, based upon Home Rule theory.

Section 2. Positions above entry level shall be filled pursuant to the Rules and Regulations of the Ohio Civil Service Commission as well as the relevant sections of the Ohio Revised Code.

## **ARTICLE 19 LAYOFF AND RECALL PROCEDURE**

Section 1. If it becomes necessary, due to lack of work or lack of funds to layoff employees, the City shall layoff and recall employees within each Bargaining Unit by Bargaining Unit seniority. An employee to be laid off shall be given not less than fifteen (15) days written notice prior to being laid off. If an employee is to be laid off, they shall be given the opportunity to bump into a position in another bargaining unit within the police department provided they have prior seniority in that bargaining unit and provided further they have more seniority in the police department than the person they are displacing.

Section 2. All part-time, seasonal or temporary employees in the various Bargaining Units shall be laid off before any full-time employee is laid off. Names of employees laid off shall be placed on a recall list, based upon their classifications series and seniority. When positions are to be filled, employees shall be recalled with the laid off employee with the most seniority having the first

opportunity to take the position. No employee shall be hired while an employee is on a recall list; unless, all employees on the list refuse the position. Employees' names shall remain on the recall list for two (2) years. If a laid off employee declines the City's attempt to recall him or her to a position from which the employee is qualified, the employee shall be removed from the recall list for that position and forfeit all future rights to be recalled to that position.

Section 3. Recall notices shall be sent by Certified Mail to the employee's last known home address and a copy to the OPBA's Director not less than fifteen (15) days before the employee is requested to report for work. Employees must keep their home addresses current with the City by sending change of address notices by Certified Mail to the Safety-Service Director. An employee receiving a recall notice has five (5) days from the date of his or her receipt to notify the City of his or her intentions to return to work and the employee must then report to work on the date indicated in the recall notice. If the City does not receive a timely response from an employee who received a recall notice, or if a duly mailed recall notice is returned by the postal authorities as being undeliverable or unclaimed, the City may then send a recall notice to the next eligible employee on the recall list.

## **ARTICLE 20 LEAVES OF ABSENCE**

Section 1. Jury Duty Leave. Employees shall receive full pay for regularly scheduled working hours on any day when a member is required to appear before any court for jury duty. Any fees received by an employee for jury duty shall be remitted to the Employer, unless such jury duty is performed totally outside of scheduled working hours.

Section 2. Military Leave. The City agrees to entitle all employees to Military Leave, pursuant to the provisions of the Ohio Revised Code Sections 5903.02-.03 and Section 4904.04.

Section 3. Maintenance of Benefits. Employees shall retain all seniority rights and benefits pursuant to the provisions of this Agreement while on paid leaves of absence.

Section 4. Personal Leave of Absence. An Employee may be granted a Personal Leave of Absence, without pay, upon approval of the Safety-Service Director. Request for a Personal Leave of Absence shall be submitted to the Safety-Service Director at least seven (7) workdays prior to the requested effective date and shall include the reasons for the intended absence. The Safety-Service Director shall determine the merits of the requested leave and approve or deny the request at least three (3) workdays after receiving it. In the event an employee's request is denied, the employee will be advised in writing of the reason or reasons.

Section 5. Return from Personal Leave of Absence. Upon returning from an approved Personal Leave of Absence exceeding six (6) months in duration the employee shall be given first preference on job vacancies on new positions in the classification he/she left; provided however, that the employee and the Safety-Service Director can make alternate arrangements for personal leaves greater than six (6) months and less than one (1) year in duration. An employee on Personal Leave of Absence shall not accumulate seniority or benefits during the period of absence but shall retain previously accumulated seniority if he/she is reinstated following said leave.

## **ARTICLE 21**

### **PROGRESSIVE DISCIPLINE PROCEDURE**

Section 1. No Employee shall be disciplined without just cause. If the employee is suspected of charges wherein dismissal, reduction in pay, suspension or reduction in rank is likely to result, the Employer shall serve the Union and the employee with a copy of the specified charges and shall first have a hearing with a Union Representative present.

Section 2. Disciplinary action shall consist of the following, in this order:

- A. First violation will subject the employee to no more than an oral reprimand.
- B. After the second occurrence of a similar violation, and having had an oral reprimand, the employee is subject to no more than a written reprimand.
- C. Upon the third occurrence of a similar violation, and after having had an oral and a written reprimand, the employee is subject to a suspension of no more than one (1) day.
- D. Continued violations of a similar violation after the previous steps have been taken may subject the employee to a suspension of not more than three (3) days.
- E. Continued violations of a similar violation after the previous steps have been taken may subject the employee to further suspension or dismissal.
  - 1. If in the event such first, second, third, fourth, or fifth violation is of such a grievous nature as to jeopardize the safety, health or general welfare of the citizens of Bellevue or its employees, in the event, the violations shall subject said employee to immediate suspension or dismissal.

Section 3.

- A. An employee may appeal any disciplinary action through the Grievance Procedure herein and, in the event a disciplinary action is overruled, the employee shall be fully reinstated with all back pay and shall have his or her record cleared of those cited charges. In the event a disciplinary action is not totally set aside, the employee shall receive back pay and benefits as deemed appropriate by the final hearing on the appeal.
- B. The parties agree that major infractions shall be considered, but not limited to: offenses of theft, embezzlement of public funds, being under the influence of alcoholic beverages or abusive illegal, or illicit drugs during working hours, physical violence, offenses involving gross misconduct or gross insubordination, and for willful or wanton serious and major violations of the department policy the employee shall be subject to more disciplinary action rather than the steps of the progressive disciplinary procedures above.

- C. Oral and written reprimands will cease to have force and effect eighteen (18) months after the effective date of the reprimand. Suspensions shall cease to have force and effect twenty-four (24) months after the incident date of the suspension. However, if there is an intervening discipline of a similar nature during the initial time period the previous discipline will remain active for an additional like period (i.e. 18 or 24 months) beginning with the effective date of the intervening discipline.

Section 4. Prior to the City's suspension, demotion or termination of an employee, the City shall conduct a Pre-disciplinary Hearing in which the City and the Employee may present evidence and make arguments regarding the City's proposed disciplinary action. The Pre-disciplinary Hearing shall be convened upon at least 48 hours' notice, and may be delayed at the Employee's request for, at most, 48 hours due to the unavailability of the Employee's chosen representative from the OPBA. Either Party may tape record the hearing and shall, upon the other party's request, provide a copy of the tape to the other Party. The City's decision regarding the disciplinary action to be imposed shall be provided in writing to the employee and the OPBA within 10 days of the closing of the Pre-disciplinary Hearing. The Employee may waive the pre-disciplinary hearing by submitting a signed written statement to that effect. If the Employee waives the Pre-disciplinary Hearing, the City may implement its discipline decision before any Step 3 Grievance Hearing that the Employee might request pursuant to Section 6.

Section 5. Prior to the City's imposition of a suspension, demotion or termination decision, the Employee shall be advised of such decision in writing and shall have the right to appeal the decision to Step 3 of the Grievance Procedure (Article 23) before the discipline is imposed. The Step 3 grievance hearing shall be scheduled and convened within five (5) days and shall not be tape recorded by either Party. The Employee shall then have the right to appeal the Step 3 decision to arbitration as set forth in Article 23 of this Agreement. However, the Employee's appeal shall not delay the City's implementation of its discipline decision.

Section 6. Nothing in this Article shall be construed as to limit the City's ability to suspend an employee with pay during the City's investigation of the employee's alleged misconduct and consideration of the appropriate disciplinary action to be taken.

## **ARTICLE 22**

### **APPLICATION OF WORK RULES**

To the extent work rules have been or will become reduced to writing, every employee shall have access to them for the duration of this Agreement. Copies of newly established work rules or amendments to existing work rules, will be furnished to the OPBA no less than five (5) working days prior to the effective date of such rules or amendments. Should any work rules conflict with any law or with the specific provisions of this Agreement, such rules will be invalid to the extent of this conflict. OPBA or an employee against whom such rules, policies, and directives are enforced, may challenge the reasonableness or uniformity of their application or interpretation as to him through this Agreement.

## **ARTICLE 23 GRIEVANCE PROCEDURE**

Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and, except at Step 1, 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.

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

- A. Grievance -A grievance shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- B. Grievant -The "grievant" shall be defined as any employee, group of employees within the Bargaining Unit or the OPBA.
- C. Party in Interest -A "party in interest" shall be defined as any employee of the City named in the grievance who is not the grievant.
- D. Days -A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays as provided by this Agreement.

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

- A. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this agreement involved in the grievance; the time and the place where the alleged events, or conditions giving rise to the grievance took place, the identity of the Party responsible for causing said grievance; and a general statement of the nature of the grievance and the redress sought by the grievant.
- B. Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the grievant and his representative, if 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.
- D. Nothing contained herein shall be construed as limiting the right of any employee to having a grievance matter informally heard and resolved without the intervention of the OPBA; provided, that the adjustment is not inconsistent with the terms of this agreement. In the event the grievance is resolved without formal determination, pursuant to the procedure outlined in this subsection, while such adjustment shall be binding upon the



grievant and shall, in all respects, be final, such adjustment shall not create a precedent or ruling binding upon the City in future proceedings.

- E. The grievant may choose whomever he wishes to represent him at any step of the Grievance Procedure after Step 1.
- F. The Parties agree that any appeals regarding matters covered by this Agreement are required to be filed through the Grievance and/or *Arbitration* Procedure of this Agreement only.
- G. 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 City fails to reply within the specified time limit, the grievance shall automatically be sustained *in* favor of the grievant. The time limits specified for either Party may be extended only by written mutual agreement.
- H. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. All grievances shall be administered in accordance *with* the following steps.

Step 1. Every employee shall have the right to present his 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 own choosing at all states 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.

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

Step 3. If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision shall be filed with the Safety-Service Director or his designee within five (5) days of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Safety-Service Director or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision. The Safety-Service Director or his designee shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he may proceed to the Arbitration Procedure herein contained.

## **ARTICLE 24**

### **ARBITRATION PROCEDURE**

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and will choose one by the alternative strike method.

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

Section 3. The Hearing or Hearings shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service.

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

Section 5. An employee requested to appear at the Arbitration Hearing by either party shall attend without the necessity of a subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either Party. 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 exceed five (5) employees.

Section 6. The arbitrator's decision and award must 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.

Section 7. In the event the arbitrator sustains a grievance, in whole or in part, he must refer in his award to the provision or provisions of the Agreement which are violated.

Section 8. No grievance shall be arbitrated together with any other grievance, except by mutual consent of the Parties.

Section 9. If a grievance is resolved prior to a scheduled Arbitration Hearing by way of the City granting the grievance, the City shall be responsible for the cancellation fees, if any, of the arbitrator. If a grievance is resolved prior to arbitration by way of OPBA withdrawing the grievance, OPBA shall be responsible for the cancellation fees, if any, of the arbitrator.

Section 10. Upon the Parties' selection of an arbitrator, under Section 1, above, the parties shall notify the arbitrator, in writing, of his selection and shall request from the arbitrator a detailed list of his fees; including cancellation fees, and all other expenses which the arbitrator customarily charges Parties to

an arbitration. If the arbitrator does not specify otherwise, he shall be limited to hotel reimbursement of \$30.00 per day, and an automobile mileage reimbursement of \$.28 per mile.

## **ARTICLE 25 WORK SCHEDULE**

Section 1. The City agrees to post all regular shift work schedules thirty (30) days in advance of their effective date. The City shall also advise the employees via e-mail of their work schedules. Any changes in the regular work schedules shall be communicated to all employees affected by such changes as soon as possible, including, but not limited to via e-mail.

Section 2. The City shall not split the regular work shifts, days, and/or hours to prohibit overtime.

Section 3. Officers and Communications Officers in a given classification will be assigned and may elect one of two schedule options.

Schedule A. Officers and Dispatchers would be assigned to a permanent 8-hour shift which they would bid for in October for the following year. Bidding to the shift would be by bargaining unit seniority. Chief of Police retains the right to determine the set days off per shift; then, the Officers or Dispatchers may bid their days off by bargaining unit seniority on their shift. Officers and Dispatchers would then hold that shift and day off for the entire calendar year unless changed with another willing person within their classification.

Schedule B. Officers would bid to a permanent 12-hour shift with two set day shifts (shifts A and B) and two set night shifts (shifts C and D). Work hours would be 6 am till 6 pm for shifts A and B, and 6 pm till 6 am for shifts C and D. Personal time would be earned at 24 hours per year instead of 16. Officers would work six (6) 12-hour shifts and one eight (8) hour shift per pay period (80 hours) at straight time pay. Anything over 12 hours a day or 80 hours a pay period would be overtime.

Section 4. Employees have the right to trade shift assignments, subject to the Department's prior approval, which shall not unreasonably be withheld. Employees may use e-mail to communicate the requested trading of shifts to the Chief of Police or his designee, no less than six (6) days prior to the beginning of the requested shift change.

## **ARTICLE 26 TIME CLOCK SYSTEM**

The City shall maintain a time clock system for the life of this Agreement and shall establish uniform rules and regulations regarding the recording of time.

**ARTICLE 27**  
**PAYCHECK/PAY STUBS**

The City shall continue to pay employees on Friday of every other week.

**ARTICLE 28**  
**WAGES**

Section 1. All employees shall be assigned to the appropriate pay steps in the following pay ranges based on continuous time of service. Employees with prior experience will be assigned to the appropriate pay step based on the length of their prior experience.

Section 2. The upward assignments of pay steps herein shall be implemented effective on the first day of the full pay period immediately following the designated anniversary date

Section 3. Employees who are promoted will assume the lowest pay step in the higher classification which gives them a pay increase. Promoted employee shall thereafter advance through each of the remaining pay steps on their anniversary dates.

Section 4. Wages - Schedule

Effective 11-1-21 Increase base rate by 3%

Effective 11-1-22 increase base rate by 2.5%

Effective 11-1-23 Increase base rate by 2.5%

A. The following wage rates shall apply to employees

POSITION	11/1/21	11/1/22	11/1/23
Sergeant	31.00	31.77	32.56
Patrolperson	28.56	29.28	30.01
<u>Communications Officer</u>	24.04	24.64	25.26

B. The following wage rates shall apply to those patrol persons who began their employment with the Department after November 1, 1992. Patrol persons and Communications Officers hired after November 1, 1992, shall advance in step on their anniversary dates.

C. Effective November 1, 2021:

Patrolperson

	Start	Step 1	Step 2	Step 3	Step 4
		1 Year	2 Years	3 Years	4 Years
11/1/21	23.90	24.58	25.77	26.49	28.56
11/1/22	24.49	25.19	26.41	27.15	29.28
11/1/23	25.11	25.82	27.08	27.83	30.01

5 Years = Step 5 = Schedule A

Communications Officer

	Start	Step 1	Step 2	Step 3	Step 4
		1 Year	2 Years	3 Years	4 Years
11/1/21	17.92	19.16	20.39	21.62	24.04
11/1/22	18.37	19.63	20.90	22.16	24.64
11/1/23	18.83	20.13	21.43	22.71	25.26

5 Years - Step 5 = Schedule A

Section 5. In addition to the above base wage rates, all employees shall receive longevity pay according to the following schedule, effective November 1, 2011.

After 3 years \$0.30 per hour

After 5 years \$0.50 per hour

After 10 years \$0.60 per hour

After 15 years \$0.70 per hour

After 20 years \$0.80 per hour

After 25 years \$0.90 per hour

After 30 years \$1.00 per hour

Section 6. Shift Differential

All employees working any hours between 2pm and 6am shall receive shift differential pay of \$1.00/hr added to their base rate for hours worked during the listed times, effective November 1, 2019.

## **Section 7. Officer in Charge Pay**

Sworn employees, who are not supervisors, shall receive an additional \$0.75/hr added to their base rate for hours worked in the capacity of being an Officer in Charge. The Officer in Charge shall be the officer with the most seniority with the City working a shift without a Shift Sergeant, effective November 1, 2019.

## **Section 8. TAC Premium**

The City shall appoint a TAC officer who shall be paid a premium of fifty cents (\$0.50) per hour. The City shall appoint one (1) or more assistant TAC officer(s) who shall be paid a premium of twenty-five cents (\$0.25) per hour.

## **Section 9. Bonuses**

A Covid related bonus of \$750.00 shall be paid upon execution of this contract and in January of 2023 and 2024. The Bonus is limited to all members who are employed with the Bellevue Police at the time of the payment.

# **ARTICLE 29 UNIFORM ALLOWANCE**

Section 1. Each year of this Agreement, the City shall pay Police Officers and Communications Officers for the purchase of uniform items, maintenance or cleaning not otherwise provided by the City the in the amounts set forth below, by February 10<sup>th</sup> of each year.

Police Officers	<b>\$800</b>
Communications Officers	<b>\$450</b>

Section 2. The uniform expenditures referred to in Section 1 of this Article may include payment for uniform repair, maintenance or cleaning. These items may also include the purchase of a weapon provided:

- A. The employee is qualified to use the weapon purchased;
- B. The weapon meets Departmental firearms specifications; and
- C. Upon the employee's separation from the Department, the weapon shall be surrendered to the Department.

Section 3. All employees shall present themselves for duty in accordance with the proper dress code as established by the City. Any employee reporting for duty not in proper uniform will be sent home, without pay, until such time as he/she presents himself in proper uniform.

Section 4. The City shall provide to all new employees twenty-six (26) shoulder patches, or if the current shoulder patch changes the City will provide twenty-six (26) new patches to employees. From this point on, the City will provide each employee ten (10) patches each year.

New employees shall receive the following;

Communications Officer

- Three (3) Long Sleeve Polos with Embroidery
- Three (3) Short Sleeve Polos with Embroidery
- One (1) Pair of Approved Footwear (Not to exceed \$200)
- One (1) Regular Belt

If at any time the City reinstates the requirement for Communications Officers to wear a uniform, the City agrees to purchase the following items regardless if they are new hires.

- One (1) Long Sleeve Uniform Shirt
- One (1) Short Sleeve Uniform Shirt
- One (1) Pair Uniform Pant
- One (1) Uniform Tie
- One (1) Set of Collar Brass
- One (1) Name Plate
- One (1) Badge

Police Officers

- Two (2) Short Sleeve Uniform Shirts\* (5.11, Flying Cross, Blauer, or ~~Elbeco~~ similar quality)
- Two (2) Long Sleeve Uniform Shirts\* (5.11, Flying Cross, Blauer, or ~~Elbeco~~ similar quality)
- Three (3) Uniform Pants\* (5.11, Flying Cross, Blauer, or ~~Elbeco~~ similar quality)
- One (1) Embroidered Polo\* (For Training)
- One (1) Class A Uniform Hat
- One (1) Winter Hat\* (Stocking/Beanie)
- One (1) Uniform Tie
- One (1) Winter Coat\* (Cost not to exceed \$200)
- One (1) Pair Duty Gloves
- One (1) Pair of Waterproof Duty Boots\* (Cost not to exceed \$200)
- One (1) Ballistic Vest with Concealable Carrier reissued every five (5) years or manufacturer's date of expiration, at no cost to the employees of the Police Department
- One (1) Basketweave Duty Belt, plus inner belt
- One (1) Badge
- One (1) Handgun and holster (including four (4) Magazines and holder)
- One (1) Taser and holster
- One (1) Portable Radio with Speaker Mic and Holder
- One (1) OC Spray and Holder
- One (1) Expandable Baton and Holder
- Two (2) Handcuffs and Cases

- One (1) Set of Collar Brass
- One (1) Name Plate
- One (1) Tourniquet and Holder
- Two (2) Rifle Magazines and One (1) Magazine Coupler
- One (1) 5.11 Wingman Patrol Bag\* (if kept or returned in poor condition)
- one (1) raincoat,

Any articles lost or damaged through negligence of the employee shall be replaced at the employee's expense. Any articles not damaged through negligence of the employee shall be repaired or replaced at the City's expense. However, if an employee leaves the City before they complete their first year they shall have to re-imburse the City for the pro-rata cost of the uniform items marked with an asterisk (\*).

### **ARTICLE 30 COMPENSATORY TIME**

Section 1. Employees may elect to receive overtime pay or compensatory time off for hours worked in excess of the standard work week. If the employee does not request compensatory time, on a standard form, during the pay period, the employee shall receive overtime pay at the applicable rate.

Section 2. Compensatory time off with pay shall be granted at time and one-half (1 1/2) and must be scheduled one (1) day in advance by mutual agreement of the employee and the Department Head. The scheduling herein shall not create any additional time and one-half (1 1/2); i.e., there shall be no pyramiding of time off.

Section 3. An employee shall be permitted to cash out up to two hundred (200) hours of compensatory time in any calendar year. Any accrued compensatory time that is not cashed out at the end of the calendar year shall be carried over into the next calendar, subject to the banking restriction in Section 4.

Section 4. Employees shall not bank more compensatory time than allowed under the Fair Labor Standards Act or 125 hours, whichever is less.

### **ARTICLE 31 OVERTIME PAY AND COURT TIME PAY**

Section 1. All employees, for work performed in excess of forty (40) hours per week or eight (8) hours per day, when approved by the Chief of Police shall be compensated, at the employee's election, either at (a) the hourly rate of one and one-half (1 1/2) times the employee's regular rate for all overtime or (b) compensatory time at the same rate to be taken in the future as approved.

Section 2. Whenever approved by the Chief of Police, employees called into work or appearing in court on behalf of the City for a time period of less than two (2) hours when the employee is not on duty and the time is not contiguous to the employee's shift, shall be compensated



not less than two (2) hours subject to the election of the method in which compensation is to be received as set forth within Section 1 of this Article.

Section 3. When the City determines overtime is necessary, the City will rotate overtime opportunities among qualified full-time employees. Employees will be called in first on the basis of seniority. An employee who is offered and refuses an overtime assignment will be passed over by the City until an employee is found, on the basis of seniority, who consents to work overtime. on the next occasion when the City determines overtime is necessary, it shall offer the opportunity for overtime to the individual on the seniority list whose name appears after the individual who had previously worked overtime.

Overtime for Communications Officers shall be first offered to Communications Officers on the basis of seniority and thereafter on a rotating basis. It is specifically agreed that the City shall have the right to utilize part-time employees to cover overtime but that such utilization shall not exceed forty (40) hours per week for the entire Bellevue Police Department.

Section 4. When an employee works four (4) hours overtime contiguous in a regular shift, or when an employee has been called out for emergency overtime which exceeds four (4) hours, the City shall grant a one half (1/2) hour paid lunch break when possible. An additional one-half (1/2) hour paid break period shall be granted when possible for each additional four (4) hour period the employee works overtime. However, only one (1) one half (1/2) hour break is permitted per eight (8) hour overtime shift.

Section 5. When an employee is required to attend a Departmental meeting or training session, he shall be compensated at his regular hourly rate of pay for each hour in attendance.

Section 6. No communications Officer shall be forced to work overtime created by vacancy in another classification, if the communications Officer has turned down the overtime opportunity.

## **ARTICLE 32 VACATION**

Section 1. Full-time employees shall be entitled to Vacation Leave as

- |                                |   |
|--------------------------------|---|
| A. After one (1) year          | 80 hours                                    |
| B. After seven (7) years       | 120 hours                                   |
| C. After fourteen (14) years   | 160 hours                                   |
| D. After twenty (20) years     | 200 hours                                   |
| E. After twenty-one (21) years | One additional day for each additional year |

Employees hired after 11/1/15 shall be capped at 24 years and 240 hours.

Section 2. An employee does not earn his or her vacation hours for a given year until his or her anniversary date of hire. If an employee uses either all or a portion of his or her vacation hours prior to his or her anniversary date and, thereafter, terminates employment, he or she shall be required to reimburse the City for said vacation hours. In this instance, the City reserves the right to deduct such

vacation hours from the employee's final paycheck. If an employee terminates employment on or after his or her anniversary date of employment, he or she shall be entitled to be paid for all unused vacation time, including time earned the year that the employee terminated employment.

Section 3. Employees may elect to work their vacation time and receive their vacation pay along with their regular pay.

Section 4. Vacation schedules shall be submitted by January 31st of each year with the employee having the most seniority having first choice of vacation dates. If they are changed after January 31st, the employee first listed for the date has the right to those dates regardless of seniority.

Section 5. An employee may receive pay for the time spent on a payable vacation at the pay period prior to the vacation upon giving sufficient notice to the City Auditor's Office.

Section 6. In the event that an employee does not use his *or* her vacation time, he *or she* shall be permitted to carryover up to two (2) weeks per year, to an accrued maximum of six (6) weeks of vacation time or to receive payment for the same, if submitted by Dec 10<sup>th</sup> of the year.

Section 7. Vacation must be scheduled with the Department Head not less than six (6) days prior to the employee taking vacation.

### **ARTICLE 33 HOLIDAYS**

Section 1. Employees in the Bargaining Unit shall receive the following paid holidays per year:

News Year's Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Day before Christmas
Christmas Day	Two (2) personal days

Section 2. Employees required to work a holiday shall have the option of electing to either take time off with pay or work the day and be paid for hours worked on the holiday at two and one-half (2 1/2) times their base rate of pay for all hours worked on a holiday.

Section 3. Should an employee who works or is scheduled off on a holiday and who elects to take the time off instead of pay for the holiday, the employee shall designate the days he wishes to take off, with at least twenty four (24) hours advance notice, and shall be subject to the advance approval of the Chief. This is not applicable to the personal holidays which are to be scheduled twenty-four (24) hours in advance by the employee and approval shall not be unreasonably withheld. Payment of overtime alone is not sufficient reason to refuse the time off requested.

Section 4. Upon retirement, death, resignation, or termination, an employee shall be paid for all accumulated, but unpaid, holiday pay due and owed to him as of the last date of employment. In the case of death, the above payments shall be made to the employee's estate or designated survivor. An employee earns his or her personnel days on January 1st of each year.

Section 5. An employee shall be allowed to carryover Thirty-two (32) hours of unused accumulated holidays per year inclusive of a maximum of twenty-four (24) hours from personal time. The calendar year for holidays is from December 10 to the following December 9.

Section 6. Holiday time except for personal holidays which must be used at eight hours, may be used in one (1) hour increments subject to Section 3 above. The Current years personal days may be used with one (1) hour notice. Any banked hours must be requested twenty-four (24) hours in advance. Employees shall still attempt to notify the City promptly.

Section 7. An employee who has unused, accumulated holiday time shall be entitled to receive compensation for said time at his regular hourly rate. An employee who elects to receive compensation for unused accumulated holiday time shall be paid by December 10<sup>th</sup> each year.

## **ARTICLE 34 SICK LEAVE PROCEDURE**

### **Section 1. Crediting of Sick Leave**

- A. Each employee shall be credited with five (5.0) hours of Sick Leave for every eighty (80) hours in active pay status to a maximum total of one hundred twenty (120) hours (fifteen (15) regular works days) in any year.
- B. Sick Leave shall be banked and used at one hundred percent (100%).
- C. In the event an employee remains ill or injured after having exhausted all available sick leave, the employee shall be entitled to up to twenty-six (26) weeks over the course of their employment with the City, of extended sick leave at sixty percent (60%) of the employee's hourly wage through the City's private Disability Plan, if supported by a detailed, follow-up, report, noting the following; (1) Nature of the current disability (2) On-set date of the disability (3) Specific restrictions created by the disability (4) Anticipated date for the return to work; this benefit shall inure one (1) time during the employee's total tenure as a city employee. During this time, the employee's benefits shall continue to be paid by the Employer as though the employee is in active pay status.

Effective November 1, 2019, Employees having a Sick Leave bank of at least three hundred sixty (360) hours may elect in writing, not more than three (3) times each year, to convert Sick Leave to cash to be paid at seventy 70% percent, provided the employee's bank of unused Sick Leave hours

does not fall below three hundred sixty (360) hours as a result of such conversion. Payment shall be made in one lump sum no later than thirty (30) days after the employee submits a written request for such payment. If an employee does not certify an election option, all unused Sick Leave shall be automatically banked.

If the employee has accrued more than five hundred twelve (512) hours of banked sick leave, the employee shall be required to cash out fifty percent (50%) of the excess banked hours in the first year of this contract and the remaining fifty percent (50%) in the following year. The banked hours shall have a maximum total of five hundred twelve (512) hours after two (2) years. Cash outs will occur on pay period twenty-four (24) or twenty-five (25), if not cashed out earlier in the year.

Section 2. Charge of Sick Leave. Sick Leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave, on an hour-for-hour basis, only for days which he/she otherwise would have been scheduled to work. Sick Leave payment shall not exceed the normal scheduled workday or work week earnings.

Section 3. Uses of Sick Leave. Sick leave shall be granted to the employee on approval of the Safety-Service Director for the following reasons:

- A. Illness or injury of the employee, or a member of his/her immediate family, wherein the employee's presence is required.
- B. Medical, dental, or optical examination or treatment of an employee or member of the employee's immediate family, which requires the employee, and which cannot be scheduled during non-working hours.
- C. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to infectious disease, the presence of the employee at his/her job would jeopardize the health of others.
- D. Pregnancy and/or childbirth or other conditions related thereto.
- E. Assistance to spouse when required for maternity purposes.

Section 4. Evidence Required for Sick Leave Usage. The City shall require the employee to furnish a standard, written signed statement upon their return to work to justify and explain the nature of the illness. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action: including, dismissal.

Section 5. Notification by Employee. When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person, not less than one (1) hour prior to the time he is scheduled to work on each day of absence.

Section 6. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave, with intent to defraud, will result in dismissal and refund of salary or wage paid.

**Section 7. Physician's Statement.** Employees requiring physician's care or medication, may be required to furnish a statement from his physician notifying the City that the employee was unable to perform his duties. Employees returning to work after an injury, illness, or operation attended by a physician shall have a physician's written permission before returning to work.

**Section 8. Determination.** The City may require an employee to take an examination, conducted by a licensed physician, to determine his physical or mental capability to perform the duties of his position. If found not to be qualified, the employee may be placed on Sick Leave or Disability Leave. The cost of such examination shall be paid by the City.

**Section 9. Sick Leave Conversion.** A full-time, non-probationary employee, at the time of retirement or death, shall be entitled to receive one hundred percent (100%) of the employee's accumulated and unused sick leave. Payment for sick leave shall eliminate all sick leave accrued by the employee at that time.

**Section 10. Family and Medical Leave Act.** Pursuant to the federal Family and Medical Leave Act (FMLA), the employer provides up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family or medical reasons. Employees are eligible if they have worked for the City for at least one (1) year, and for at least 1,250 hours during the past year. This section is intended to apprise employees generally of the major provisions of the FMLA, and any regulations or court decisions interpreting and applying it shall govern.

A. Unpaid FMLA Leave will be granted to eligible employees in the following situations.

1. To care for the employee's child after birth, or placement for adoption or foster care.
2. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
3. For a serious health condition that makes the employee unable to perform the employee's job.

B. At the employee's or the employer's option, certain kinds of paid leave may be substituted for unpaid leave, depending upon the circumstances. The employer will advise the employee as to whether any portion of the employee's approved FMLA Leave may or will be a paid leave.

C. To obtain an approved FMLA Leave of Absence, eligible employees are required to provide advance notice and, if applicable, medical certification. The taking of a Leave of Absence may be denied if the following requirements are not met. Ordinarily, the employee must provide thirty (30) days advance notice when the leave is foreseeable. Also, the employer requires medical certification to support a request for leave because of a serious health condition and may require second or third medical opinions at the employer's expense. A report from the employee's physician may be required before the employee is permitted to return to work.

D. For the duration of an approved FMLA Leave, the employer will maintain the employee's health coverage under its group health plan, provided the employee continues to pay his or

her portion of the insurance premiums, if applicable. Also, upon return from an approved FMLA Leave, the employee will be restored to the same position or an equivalent position with equivalent pay and benefits. The use of an approved FMLA Leave will not result in the loss of any employment benefits that accrued prior to the start of an employee's leave. For example, the employee will not lose vacation time that has already accrued if it is not otherwise used during the Leave of Absence.

- E. Employees who wish to determine whether they qualify for an approved FMLA Leave, or to obtain more information about such a leave, must contact the Safety-Service Director. If the employee is eligible and qualifies for an FMLA Leave, the employee will be provided appropriate forms to complete.
- F. The above is a brief summary of the FMLA and shall not supersede the contract or any of its benefits.

### **ARTICLE 35 INJURY ON DUTY**

Section 1. When a full-time officer is injured or disabled while performing his duty, he/she shall be carried on the police payroll at full pay until his/her case is reviewed by a mandatory Board of Inquiry consisting of: one (1) member determined by the City Administration, one (1) member determined by the President of City Council, two (2) members determined by the local Director of OPSA, and one (1) impartial member to be chosen by the four (4) members to act as a mediator. The Board of Inquiry shall seek a Medical Determination from not more than three (3) medical doctors, one (1) to be determined by the injured officer, at the officer's own expense. The City shall pay fees of medical doctors called to examine the officer, if this examination is called by the Board members chosen by the Administration and/or the Council President. The Board of Inquiry, upon determination that the injury or disability was not caused by negligence or misconduct of the injured employee, nor was it self-inflicted, shall determine how long said officer shall remain in full pay status using the following formula:

<b><u>SERVICE SENIORITY</u></b>	<b><u>WEEKS 50% OF FULL PAY</u></b>	<b><u>WEEKS AT HALF PAY</u></b>
Beginning, but less than 6 years	10	16
6 years, but less than 8 years	11	15
8 years, but less than 10 years	12	14
10 years, but less than 12 years	13	13
12 years, but less than 14 years	14	12
14 years, but less than 16 years	15	11
16 years, but less than 18 years	16	10
18 years, but less than 20 years	17	9
Over 20 years	18	8

The Disability Pay provided for herein shall terminate as soon as the officer returns to work, regardless of

the determination of the Board. In addition, an employee may, at his discretion, use accrued Sick Leave after the number of weeks at full pay have been exhausted, prior to going on half pay status.

Section 2. Injury leave coverage will terminate after twenty-six (26) weeks in any calendar year or upon the demise of the officer, or upon his return to duty. Injury Leave shall be available only once per injury/illness.

## **ARTICLE 36 INSURANCE**

Section 1. The Employer agrees to provide the family hospitalization/major medical insurance at the level of benefits reflected in Appendix A hereto.

Section 2. The Employer may have the ability to purchase this plan from another company or to seek self-funding provided the coverage is not reduced in level of benefits.

Section 3. Over the life of this Agreement, the parties shall continue to meet and attempt to establish cost-saving methods in the life of this Agreement.

Section. 4. Health Insurance monthly premiums shall be paid on the following schedule:

A. 10% paid by the Employee and 90% paid by the Employer

B. Employee premium contributions shall not exceed \$200.00 per month.

Section 5.

<u>Network</u>	<u>Non-Network</u>
Deductible	Deductible
\$1,000.00 Single	\$1,500.00 Single
\$2,000.00 Family	\$2,500.00 Family
80%-20% Co-insure	80%-20% Co-insure
Out of Pocket	Out of Pocket
\$1,000.00 Single	\$3,000.00 Single
\$2,000.00 Family	\$6,000.00 Family

Section 6. Dental Level III (see Appendix 8)

The cost of this Plan shall be borne by the Employer.

## Section 7. Prescription Drug Card

- Retail: \$25.00 (Generic) / \$35.00 (Brand name) / \$55.00 (Formulary)
- Mail Order: \$40.00 (Generic 3-month supply) / \$60.00 (Brand name) / \$110.00 (Formulary)

Section 8. Employees who have another insurance option open to them may opt out of the City's insurance plan. Prior to opting out of the plan, employees must furnish proof of coverage. Employees who opt out shall be paid the equivalent of ten percent (10%) of the current employee's health benefit cost as previously paid by the City of Bellevue. Employees who have opted out of the City's insurance plan and later wish to enroll in the plan may do so during the open enrollment period or after any event that qualifies as life changing.

Section 9. Spousal Eligibility. The spouse of an employee is eligible for Comprehensive Major Medical Expense coverage under the Plan only if he or she enrolls for coverage under any other group health coverage available to the spouse as a full-time employee at his/her own place of employment. Therefore, if other group health coverage is available to the spouse through his or her employer, then he or she must enroll in such other coverage as a primary to be eligible to enroll for Secondary coverage under this Plan. The employee must provide documented evidence of any denial of other coverage that would make the spouse eligible for coverage under this plan.

- A. The above spousal coverage requirement does not apply to:
1. A spouse not working full-time;
  2. A spouse whose employer does not offer medical coverage; or
  3. A spouse whose employer requires a contribution of more than 30% of the cost/premium for the least costly benefit plan available.

## **ARTICLE 37 BEREAVEMENT LEAVE**

Section 1. In the event a retired City employee or active employee dies, the Mayor may grant time off for City employees to attend the funeral.

Section 2. A regular full-time employee who is absent from work due to a death in the employee's immediate family; father, mother, wife, husband, son, daughter, brother, sister, grandchild, grandparents or spouse's mother, father, grandparents, shall be granted up to four (4) working days Leave of Absence, with no loss in pay. Funeral leave shall be granted for the employee to attend the funeral, make funeral arrangements, and to carry out other responsibilities relative to funeral. Employees shall receive Funeral Leave pay only for those days on which they would have otherwise been scheduled to work. A regular full time employee shall be granted a two (2) day Leave of Absence, with no loss in pay, to attend the funeral of the spouse's brother and/or sister, or the employee's son-in-law, daughter-in-law, aunt, uncle if the funeral is held on the employee's regularly scheduled work day. If the employee is required to travel more than one hundred and fifty (150) miles from Bellevue, due to a death of a member of the family as listed above, an absence of one (1) additional day with no loss in pay shall be granted.



Section 3. In the event an employee is the administrator of the estate, the Safety-Service Director may authorize additional leave to complete funeral arrangements. If additional leave is authorized, it shall be deducted from the employee's accumulated Sick Leave (for immediate family) or accumulated Vacation days or Personal days as requested. Said leave shall not be denied without just cause.

## **ARTICLE 38 MATERNITY LEAVE**

Section 1. Regular full-time employees shall be granted Maternity Leave in accordance with the following:

- A. The employee shall submit a written request for Maternity Leave to her Department Head, along with an attending physician's statement regarding the employee's work restrictions, if any, and the date to commence Maternity Leave.
- B. Maternity Leave shall include the employee's reasonable predelivery, delivery, and recovery time as certified by the attending physician.
- C. Any employee on Maternity Leave, shall report to work on the nearest scheduled date after sixty (60) days from the start of the leave. However, they may report to work prior to the sixty (60) days expiration date, if she produces a physician's statement that she is able to perform her duties. Any extension of the sixty (60) days Maternity Leave may be granted should the attending physician acknowledge the employee's inability to perform her duties, and the administration approves such request. Any extension of Maternity Leave shall not exceed six (6) months from the beginning date of such leave.
- D. Maternity Leave shall be leave with pay, should the employee choose to use her accrued vacation time, sick time, holiday time, or compensatory time.
- E. The employee shall continue to be covered by the City for all medical insurances, so long as the approved Maternity Leave continues.

## **ARTICLE 39 EDUCATIONAL INCENTIVE PROGRAM**

Section 1. There shall be an Education Committee, to be comprised of the Mayor, Safety-Service Director, Chairman of the City Council's Safety Committee and the Local Director of OPBA, for the purpose of evaluating courses proposed for accreditation and approval for payment under provisions of this Section.

Section 2. An employee who earns an Associate Degree in Law Enforcement or Police Science shall receive additional pay in the amount of Three Hundred Dollars (\$300.00) included with the last pay period of the year the employee earns the degree. Any current employee who, in a prior year, received payment from the City under this Section, shall be paid one final three hundred dollars (\$300.00) payment on or before January 30, 2002, and thereafter shall no longer be eligible for any

payments under this Section.

Section 3. An employee who earns a Bachelor's Degree in Criminal Justice shall receive additional pay in the amount of Nine Hundred Dollars (\$900.00) included with the last pay period of the year the employee earns the degree. Any current employee who, in a prior year, received a payment from the City under this Section, shall be paid one final nine hundred dollars (\$900.00) payment on or before January 30, 2002, and thereafter shall no longer be eligible for any payments under this Section.

Section 4. Each full-time employee shall be entitled to a maximum reimbursement, per calendar year, of Two Hundred Twenty-Five Dollars (\$225.00) toward the cost of approved course work.

Section 5. An employee must attain a "C" grade, or equivalent thereof, to receive reimbursement for approved course work. Proof of completion must be provided the Safety-Service Director prior to filing for reimbursement.

Section 6. The total amount of any allowed combination of the above payments shall not exceed One Thousand Two Hundred Dollars (\$1,200.00) annually.

Section 7. Employees required by the City to attend course work, training sessions or out-of-town work assignments shall not lose time or pay as a result of their attendance.

Section 8. The selected employee(s) shall be reimbursed for accepted expenses incurred as a result of the assignment.

Section 9. Where use of personal vehicles is required by the City, the City shall reimburse the employee at the then current mileage rate approved by the Internal Revenue Service.

Section 10. Employees so selected will be provided at least seven (7) days prior notice of the required training, course work or out-of-town work assignment whenever possible.

Section 11. Education Leave, without pay, may be granted to employees upon approval from the Safety-Service Director for a period not to exceed six (6) months.

**ARTICLE 40**  
**EARNED PAY/BENEFITS**

Upon retirement, death, resignation, or termination (except for just cause), employees shall be paid for all accumulated but unpaid vacation, holiday, regular pay, and overtime pay, due and owed to them as of their last date of employment. In case of death, the above payments shall be made to the employee's estate or designated survivor.

**ARTICLE 41**  
**SERVICE WEAPONS/BADGE**

Upon retirement from the Bellevue Police Department, a Police Officer, with more than ten (10) years of service to the Department, will be presented with his service weapons and badge in recognition of the valued service performed for the community.

**ARTICLE 42**  
**MEDICINE CABINET**

The City agrees to maintain the present medicine cabinet that was installed in the Police Department.

**ARTICLE 43**  
**NEGOTIATIONS COMMITTEE**

When an employee member of OPBA's negotiation committee is attending negotiations during his or her regularly scheduled hours of work, the employee shall receive his or her normal rate of pay.

**ARTICLE 44**  
**APPLICATION OF CIVIL SERVICE LAW**

Sections of the Civil Service Laws contained in Ohio Revised Code, Chapter 124, and any conflicting City ordinances, shall not apply to employees in the bargaining units where such issue or matter is generally addressed by a provision of this Agreement. It is expressly understood that the Ohio Department of Administrative Services, the State Personnel Board of Review, and the local Civil Service Commission, shall have no authority or jurisdiction as it relates to matters addressed by this Agreement.

**ARTICLE 45**  
**WAIVER IN CASE OF EMERGENCY**

Section 1. In cases of emergency directly affecting the City, declared by the President of the United States, the Governor of the State of Ohio, the Board of Huron County Commissioners, the Mayor and/or Safety-Service Director, the Federal or State Legislature, or the Police Chief, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended at

the discretion of the City.

- A. Time limits for the City's replies on grievances, or OPBA's submission of grievances.
- B. Selected work rules and/or agreements and practices relating to the assignment of all employees.

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed with the point in the Grievance Procedure to which the grievances had properly progressed.

## **ARTICLE 46 CONFORMITY TO LAW**

Section 1. This Agreement shall supersede any present and future State and Local Laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of such existing or future law or rule or regulations shall not affect the validity of the surviving portions.

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

## **ARTICLE 47 SAVINGS CLAUSE**

In the event anyone or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the City and OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

## **ARTICLE 48 DURATION OF AGREEMENT**

Section 1. This Agreement shall be effective November 1, 2021 and shall remain in full force and effect through October 31, 2024.

Section 2. If either Party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days prior to, nor later than, one hundred fifty (150) calendar days prior to the expiration date of this Agreement. The Parties shall commence negotiations within two (2) calendar weeks following receipt of the Notice

of Intent; unless otherwise extended by mutual agreement. Section 3. Nothing in this Article shall preclude the Parties from mutually agreeing to amend or modify this Agreement; provided such agreement or modification is reduced to writing and signed by both Parties, following the time frames established in Section 2 of this Article.

IN WITNESS WHEREOF, the Parties have reached tentative agreement as to this Article this

15<sup>TH</sup> day of NOVEMBER, 2022

FOR OPBA:

Jessica Smith 11/1/22  
[Signature] 11/1/22  
[Signature] 11-2-22  
[Signature] 11/2/22  
[Signature] 11-2-22

FOR THE CITY:

Michael E. Lantz  
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