

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

CITY OF BELLEVUE

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION



SERGEANTS

COLLECTIVE BARGAINING AGREEMENT

2024 – MED – 05 – 0612

EFFECTIVE DATE: November 1, 2024

EXPIRATION DATE: October 31, 2027

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 3 -Full-time Police Sergeants as certified by the State Employment Relations Board (SERB) in Case No. 84-RC-12-2631.

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 an 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 prevails regarding the dispute procedure, and members of Bargaining 3 are prohibited from withholding their services as a result of impasse in bargaining between the Parties.

Section 2. OPBA shall provide the City with an official roster of OPBA's Officers, Directors, and/or 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 a list shall be furnished no less often than annually and will be supplemented by the names of all new employees hired.

Section 3. The City and OPBA agree that membership in OPBA is available to all members of the Bargaining Units.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

Section 4. Probationary Employees. 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 probationary period of three hundred sixty-five (365) days in active pay status employment. For Article 2, Section 4, active pay status shall be considered hours worked, holiday compensatory time, personal time, bereavement leave, and sick time. However, during such probationary period, an employee may be laid off, demoted, removed, or otherwise disciplined at the Employer's sole discretion without the employee having any right to appeal such action through any grievance or appeal procedure contained herein or to any civil service commission.

ARTICLE 3 **UNION 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 the OPBA.. Upon receipt of the proper authorization, the City will deduct OPBA's 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's 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 the OPBA the aggregate amount of the deductions within thirty (30) days from the date of making said deductions from members' pay. The Employer shall mail monthly dues and fee deductions to the Ohio Patrolmen's Benevolent Association, P.O. Box 338003, 10147 North Royalton Road, Suite J, North Royalton, Ohio 44133.

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

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

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 requiring the City to deduct from any employee's monthly pay an amount more than twice the monthly membership dues 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 owed by the members involved.

ARTICLE 4 MAINTENANCE OF UNION 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 at any time subject to Section 3 of this Article.

Section 2. Any full-time Patrol Officer or full-time Dispatcher hired after the signing of this Agreement may become a member of the OPBA at any time.

Section 3. Any employee who opts to withdraw their membership from the OPBA shall do so by submitting in writing a dated, signed request to the City Auditor and shall submit a copy of the same to the Ohio Patrolmen's Benevolent Association by registered mail.

ARTICLE 5 FAIR SHARE FEE

The parties recognize that “fair share” fees have ceased due to the decision of the U.S. Supreme Court in Janus v. AFSCME, 585 U.S. ____ (2018), however, should subsequent legislative or judicial action change that, the language of the previous collective bargaining agreement fair share article will take effect to the extent permitted by law.

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 that appear on the bulletin board shall be signed, posted, and removed by the

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

OPBA Local Director(s) 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 that 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 and shall not discriminate 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 or as outlined by federal law, state, or local law

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. The 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 a Bargaining Agent and agrees to represent all employees in the Bargaining Units without discrimination, interference, restraint, or

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

coercion consistent with the Ohio Revised Code

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 they are held during a member's regular working hours without loss of pay.

Section 3. The City shall permit one (1) OPBA Director per bargaining unit up to thirty-six (36) hours of paid time to attend OPBA Director meetings or Union training 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.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

**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, allocation 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 workforce.
- 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

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

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 BILL OF RIGHTS**

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

Section 2. Questioning of Employees. 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. Either party may record such interrogation if they have a recording device available so as not to delay the investigation and shall, upon request, provide a copy of the recording to either party. Both parties shall disclose prior to the questioning or interview their intent to record and may not share the recording or a copy or a transcript of it with any person other than the employee's OPBA representatives or attorney during the pendency of the City's investigation.

An employee has the right to be represented by counsel or a union representative and to cross-examine witnesses at all disciplinary hearings.

Section 3. Notice of Investigation. 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. The employee shall be notified of the name of the complainant prior to any questioning.

Section 4: Conducting an Investigation: All investigations will be conducted in as timely a manner as possible, taking into account the nature of the investigation and the circumstances surrounding it. Investigations shall ordinarily be conducted by an employee of a higher rank than the employee being investigated unless it is not feasible to do so.

Section 5. Polygraph or Voice Examination: In the course of an internal investigation where disciplinary action may reasonably result, a polygraph or voice examination will be administered only with the employee's consent. Neither the City nor OPBA recognizes the validity of these examinations.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

Section 6. Formal Complaints: All complaints by civilians that may involve discipline up to and including 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 against whom the complaint has been filed when such employee is notified of the investigation.

Section 7. Anonymous Complaints. When a single anonymous complaint is made against an employee, and there is no corroborative evidence of any kind, the employee accused shall not be required to submit to interrogation or make a report. If an anonymous complaint is made against an employee and, after the investigation, there is no corroborating evidence, it is deemed to be unsubstantiated; the complaint shall be classified as unfounded, shall be marked and dated as such, and shall be signed by the Chief or designee. Unfounded complaints shall not be placed in an employee's official personnel file. Proven false allegations shall be referred to the City Prosecutor and/or Law Director for consideration of criminal charges according to law.

Section 8: Press Release. Except as required by law, the Employer or the Union shall not release a press release regarding the employee under investigation until the investigation is completed and the employee is either cleared or charged. However, the Chief may offer factual information (including video, if available) to the public in an effort to avoid civil unrest and the spread of misinformation in high-profile cases that generate a great deal of public interest (e.g., officer involved shootings and allegations of excessive force). The Union shall be properly notified when this occurs.

Section 9: No evidence shall be obtained in the course of the internal investigation through the use of unlawful administrative pressures, threats, or promises made to the employee, so long as the employee answers the questions posed during the investigation.

Section 10: Completion of Investigation. Once a disciplinary investigation has been completed, the employee who is the subject of the investigation shall be notified in writing of the final disposition of the investigation.

Section 11. Personnel File. 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 12. 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.

Section 13. Private Matter. The Employer agrees that all disciplinary procedures shall be carried out in a private and business-like manner to the extent permitted by law. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

the grievance procedure contained in this Agreement.

Section 14: Critical Incident Leave. An employee involved in a critical incident (e.g., officer involved shooting) shall be placed on paid Critical Incident leave for a minimum of five (5) calendar days or until such time as it is deemed appropriate for the officer to return to full duty.

ARTICLE 13 **LABOR/MANAGEMENT COMMITTEE**

Section 1. In the interest of sound labor/management relations as requested by either party 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. If a labor-management meeting is requested, the parties agree to meet within ten (10) business days of the request. The purpose of such meetings shall be to discuss subjects of mutual concern. This committee's express purpose shall be to build and maintain a climate of mutual understanding and respect and to find solutions to common problems. Either party may request additional meetings.

Section 2. An agenda will be furnished and/or exchanged at least five (5) business 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 that 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.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

Section 3. 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 non-scheduled 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(s).

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,

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

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 Department.

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

Section 1. Seniority shall accrue to bargaining unit employees and shall be based upon the following, as outlined in Section 2.

Section 2. Definitions.

- A. “Departmental Seniority” is defined as the length of time that the employee has been continuously employed by the Police Department since the date of the employee’s last employment by the Department.
- B. “Rank seniority” is defined as the length of time the employee has been continuously employed at a particular rank (sergeant and above). If two (2) or more employees are promoted to the same rank on the same date, employees’ rank seniority shall be determined in accordance with their overall score on the promotional process.
- C. “Patrol officer” is an employee certified by OPOTA.

The Employer shall have available lists indicating the “Departmental Seniority” and “Rank Seniority” of current employees.

Section 3: Loss of Seniority. Seniority and the employment relationship shall be terminated if: (a) an employee quits; (b) an employee is dismissed or removed for cause; (c) an employee fails to notify the City that he intends to return to work within five (5) business days after issuance of notice of recall or fails to return to work within five (5) business days after issuance of notice of recall; (d) an employee is absent for two (2) consecutive work days without advising the City and giving reasons satisfactory to the City for such absence; (e) an employee gives a false reason for obtaining a leave of absence or engages in other employment during such leave or fails to return to employment at the end of such leave; (f) an employee has been laid off or on a leave of absence due to an injury or illness not sustained in the course of and arising out of employment for a period greater than his length of service since the date of his last hire by the City or two (2) years, whichever is less; (g) an employee has been on a leave of absence due to an injury or illness sustained in the course of and arising out of his employment for a period greater than three (3)

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

years; or (h) an employee falsifies pertinent information on his application for employment.

Section 4: Retention of Seniority (Sergeants). If a Sergeant is reassigned as a Patrol Officer, the Sergeant shall have his seniority reinstated from the employee's date of hire with the department ("departmental seniority").

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 in 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 lay off employees, the City shall lay off 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) business 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 that they have more seniority in the police department than the person they are displacing. Seniority shall be defined as outlined in Article 16, Seniority.

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 classification series and seniority. When positions are to be

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

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) business 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) business 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 Ohio Revised Code and Federal law.

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 consistent with Section 5 of this Article.

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) business days 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) business days after receiving it. In the event an employee's request is denied, the employee will be advised in writing of the reason or reasons.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

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, consistent with Section 3 of this Article.

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. **Letter of Correction.** When it becomes necessary for a Supervisor to counsel an employee, it shall be done in a private manner that will not cause embarrassment to the employee. The employee shall be made aware that a record of such counseling is being placed in the employee's official personnel record, and the employee shall acknowledge receipt of same by writing his badge number and dating the original. This action is not to be construed as discipline and cannot be appealed to the grievance procedure.
- B. **Oral Reprimand.** The first violation will subject the employee to no more than an oral reprimand.
- C. **Written Reprimand.** 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.
- D. **One-Day Suspension.** 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.
- E. **Three-Day Suspension.** 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.
- F. Continued violations of a similar violation after the previous steps have been taken may subject the employee to further suspension or dismissal.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

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.

The parties further 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, abuse of legal 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, including, but not limited to suspension up to termination.

Section 3. Disciplinary Process

An employee may appeal any disciplinary action through the Grievance Procedure herein. 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. Any discipline that has been affirmed at any step of the grievance procedure shall be treated accordingly.

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.

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 action /nature during the initial time period, the previous discipline will remain active for an additional period (i.e., 18 or 24 months) beginning with the effective date of the intervening discipline.

Section 4. Pre-Disciplinary Hearing. 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, or unless otherwise agreed to in writing. 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

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

imposed shall be provided in writing to the employee and the OPBA within 10 business 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. Imposition of Suspension, Demotion, or Termination. 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) business days. The Step 3 grievance hearing may be recorded by either party, who shall first disclose their intent to record and who, upon request, shall provide a copy of the recording to the other 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. Administrative Leave. Nothing in this Article shall be construed as limiting the City's ability to place an employee on paid administrative leave 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) business 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 in 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.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

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

- A. Grievance -A grievance shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- B. Grievant -The "grievant" shall be defined as any employee or 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. Day -A "day" as used in this procedure and throughout this agreement shall mean business days (excluding Saturdays, Sundays, or holidays) as provided by this Agreement.

Section 3. Administration of Grievances. 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, associated with an employer-wide controversy, it may be submitted at Step 3. The grievance shall be identified as a group grievance, and employees affected shall also be listed on the grievance. One employee affected may sign the grievance on behalf of the group of employees.
- D. Nothing contained herein shall be construed as limiting the right of any employee to have 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(s) may choose whomever they wish to represent them at any step of the Grievance Procedure after Step 1.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

- 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. Timeliness. 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.

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. Immediate Supervisor. 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 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 by addressing the matter informally with the employee's immediate supervisor within ten (10) business days of the incident giving rise to the grievance.

Step 2. Chief of Police. 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) business days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) business 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) business days of receiving the grievance.

Step 3. Safety Service Director. 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) business 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) business 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) business 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 in Article 24.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

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) business days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) business day period, the parties will attempt to mutually agree upon an arbitrator. If such an agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators within the State of Ohio 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. Witness Fees and Expenses. The Employer and the Union shall each pay any expenses incurred with respect to the preparation and presentation of their case to the arbitrator. 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. Arbitrator's Decision. 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. Any expenses incurred with respect to the services of the arbitrator shall be borne by the losing party. 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 that are violated.

Section 7. No grievance shall be arbitrated together with any other grievance except by mutual consent of the Parties.

Section 8. 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.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

Section 9. 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 reasonable hotel reimbursement and an automobile mileage reimbursement according to current Internal Revenue Service guidelines.

ARTICLE 25 WORK SCHEDULE

Section 1. The City agrees to post all regular shift work schedules thirty (30) calendar days in advance of their effective date. However, once the bid shift is completed for the following year, the schedule for the entire year shall be posted no later than December of that calendar year. 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, but not less than fourteen (14) calendar days in advance unless mutually agreed upon.

Section 2. The City shall not split the regular work shifts, days, and/or hours to prohibit overtime. Employees shall not work more than sixteen (16) hours within a twenty-four (24) hour period unless otherwise required due to an emergency or critical incident.

Section 3. Normal Work Schedule. Sergeants, Patrol Officers, and Dispatchers in a given classification will be assigned a schedule and may elect one of two options.

Sergeants and Patrol Officers may elect “Schedule B” if mutually agreed upon by both the bargaining unit and the City.

Schedule A. Sergeants, Patrol Officers, and Dispatchers would be assigned to a permanent 8-hour shift, which they would bid for in October for the following year. Bidding for the shift would be seniority within each bargaining unit.

The Chief of Police retains the right to determine the set days off per shift; then, the Sergeants shall bid their days off by rank unit seniority, and then the Patrol Officers may bid their days off by departmental seniority on their shift. Dispatcher’s days off are determined by the shift they bid to. Sergeants, Patrol Officers, and Dispatchers would then maintain that shift and days off for the entire calendar year.

Schedule B. Sergeants and Patrol 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 6:00 am to 6:00 pm for shifts A and B, and 6:00 pm to 6:00 am for shifts C and D.

Personal time would be earned at 24 hours per year instead of 16.

Sergeants and Patrol Officers would work six (6) 12-hour shifts and one eight (8) hour

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

shift per pay period (80 hours) at straight time pay.

Anything over twelve (12) hours a day or eighty (80) hours a pay period would be overtime.

Section 4. Trading of Shifts. Employees have the right to trade individual shift assignments or single shifts, subject to the Department's prior approval, which shall not be unreasonably withheld. Employees shall communicate in writing the requested trading of a particular shift or shifts to the Chief of Police or his designee no less than six (6) calendar days prior to the requested trade. The Police Chief, or his designee, may waive the six (6) calendar day notice under certain circumstances.

When a vacancy occurs, the Department will go back through the shift bids by seniority for those who did not get their first bid selection for that shift. Each Employee who did not receive their first bid shall be offered and shall have the opportunity to pass (that bid). It shall then go to the next senior employee who did not get their first bid. Time off already on the schedule for those employees switching shifts may no longer be approved due to time off already scheduled on the shift they rebid to.

Section 25.5. Daylight Saving Time. All employees who are working when the time changes from Eastern Standard Time to Eastern Daylight Savings Time in the spring shall be paid for their full shift (scheduled) by either staying on shift for an additional hour, if approved by the Chief, or may utilize one (1) hour of compensatory time, holiday, or vacation to be financially compensated for the entire shift. All employees working during the time change from Daylight Saving Time to Eastern Standard Time in the fall shall be paid for all hours worked. The extra hour shall be counted as hours worked for the purposes of calculating overtime.

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 and 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 with the Department.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

An employee with prior experience from a law enforcement agency shall begin their employment at the wage step equivalent to their prior years of full-time service, consistent with Article 38, Lateral Transfers. The determination of prior service credit based on previous law enforcement experience shall be at the sole discretion of the Chief of Police.

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 - Schedules

There shall be one year between each step for all employees.

Sergeants	Starting/Probation	Full Pay
		At 1 Year
11/01/24 – 7.5%	\$33.98	\$35.00
11/01/25 – 3%	\$35.00	\$36.05
11/01/26 – 4%	\$36.40	\$37.49

Section 5. Longevity Pay. 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 2:00 pm and 6:00 am shall receive shift differential pay of One Dollar (\$1.00) added to their base rate for all hours worked during the listed times.

Section 7. Officer in Charge Pay. Patrol Officers shall receive an additional seventy-five cents (\$0.75) per hour added to their base rate for all hours worked in the capacity of being an Officer in Charge. The Officer in Charge shall be the officer with the most seniority in the Department working a shift without a shift Sergeant, effective November 1, 2019.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

Section 8: Patrol Training Officer (F.T.O). Employees assigned, at the Chief's or his designee's sole discretion, as a training officer shall receive compensation equal to one (1) hour of straight-time pay for each day while working in that capacity. The Training Officer and Trainee must work a minimum of four (4) hours in that capacity to qualify for the extra pay.

ARTICLE 29 **UNIFORM ALLOWANCE**

Section 1. Initial Issue: Upon employment, the Employer shall furnish the initial uniform and equipment that bargaining unit employees are required to wear as outlined in Section 7. All uniforms and equipment remain the property of the Employer and must be turned in when an employee is separated from the Employer's service. If the standard uniform or equipment that an employee is required to wear changes, the employer shall provide the initial issue.

Section 2: Uniform Allowance. Each year of this Agreement, the City shall pay for the purchase of uniform items, maintenance, or cleaning not otherwise provided by the City in the amounts set forth below by February 10th of each year.

Police Officers	\$1,200.00
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Section 3. The uniform expenditures referred to in Section 2 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 4. 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 5: Damaged or Lost Uniforms. In the event any component of the employee's uniform is damaged in the line of duty in a fashion that causes the uniform component to be unusable, the Employer agrees to replace the uniform component outside of the uniform allowance. The employee agrees to document the manner in which the uniform component(s) were damaged in the appropriate report(s).

Any articles lost or damaged due to the negligence of the employee shall be replaced at the employee's expense.

Section 6. Probationary Employee Uniform. If an employee leaves the City before they complete their first year, they shall have to reimburse the City for the pro-rata cost of the

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

uniform items marked with an asterisk (*) as listed in Section 7.

Section 7. The City shall provide the Department with patches for the required uniform clothing purchased.

New employees shall receive the following:

Police Officers

- Two (2) Short Sleeve Uniform Shirts* (5.11, Flying Cross, Blauer, or similar quality)
- Two (2) Long Sleeve Uniform Shirts* (5.11, Flying Cross, Blauer, or similar quality)
- Three (3) Uniform Pants* (5.11, Flying Cross, Blauer, or 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 of Duty Gloves
- One (1) Pair of Waterproof Duty Boots* (Cost not to exceed \$200)
- One (1) Ballistic Vest with Outer Carrier and a Concealable Carrier reissued every five (5) years or the manufacturer's date of expiration, at no cost to the employees of the Police Department
- One (1) Basketweave Duty Belt, plus an 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,

Upon promotion to Sergeant or higher, the City shall provide the initial issue of nameplates, chevrons, service stripes, hat bands, dress blouses (with patches, chevrons, service stripes, and buttons), and dress slacks.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

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. Accumulation of Compensatory Time. 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 year, subject to the banking restriction in Section 4.

Section 4. Carryover of Compensatory Time. 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. Overtime Pay 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 as outlined in Article 30. A day is defined as a twenty-four (24) consecutive hour period, commencing at the start of the day shift.

No Officer or Dispatcher shall work more than 40 hours in a consecutive 72-hour period. An exception would be when an emergency arises that the Chief or their designee requires the employee to work more.

There shall be no pyramiding of overtime.

Section 2. Hours for Calculating Overtime. For the purpose of computing overtime pay, hours physically worked, holidays, vacation, personal days, sick leave, and bereavement leave shall be counted as hours worked. Nothing in this section shall be construed as allowing the pyramiding of different types of compensation.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

Section 3: Court Appearances. 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 4: Time Off Creating Overtime Vacancies. When the City determines that overtime is necessary, overtime opportunities will be rotated among qualified full-time employees as outlined below:

A. Filling Overtime Vacancies:

1. Overtime vacancies will first be offered to full-time employees.
2. If no full-time employee voluntarily accepts the overtime, and there is a part-time officer scheduled, the vacancy will not be filled through mandatory force. Instead, the part-time employee already scheduled will cover the shift.
3. If a full-time employee does accept the overtime, in which a part-time officer is scheduled, they must work the entire shift or split the shift with another full-time employee.
4. **Part-Time Employees.**
 - a. Part-time employees are considered supplemental and will not be factored into the process of full-time employees requesting additional time off.
 - b. Full-time vacancies are treated as overtime opportunities, even if a part-time employee is scheduled on the shift.

Section 5: Overtime Call-In Procedure

When the Chief or their designee determines that overtime is necessary, qualified employees will be called in on a voluntary basis, according to departmental seniority. The process will follow these guidelines:

A. Voluntary Overtime Call-In:

1. Overtime opportunities will first be offered based on seniority.
2. An overtime rotation list will be maintained, with the last employee who accepted overtime being moved to the bottom of the list for the next opportunity.
3. If an employee does not answer the call, and the next employee is contacted and accepts the overtime, the original employee loses the chance to accept it.
4. Any employee who declines overtime will be passed over until another qualified employee consents to work. The next overtime opportunity will be offered to the person whose name follows the last employee who worked.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

B. Dispatcher's Overtime:

1. Overtime for Dispatchers will first be offered to full-time dispatchers based on departmental seniority and then rotated.
2. Should no Dispatchers accept the overtime, certified and qualified patrol officers and sergeants may be offered the opportunity, following the established overtime procedures.
3. The City may utilize qualified part-time employees to cover overtime, but only if all full-time employees (dispatchers, patrol officers, sergeants) refuse the opportunity.

C. Mandatory Overtime:

1. If no one voluntarily accepts the overtime, the lowest ranking employee from the previous shift shall be required to stay and cover the next shift. If a part-time employee is already scheduled for the shift, no full-time employee shall be forced to work, but they may voluntarily accept the overtime.
2. If it's not possible for a previous shift employee to fill the vacancy due to excessive hours already worked, mandatory call-in overtime will be initiated.

D. Voluntary Overtime on Scheduled Days Off:

1. Employees who voluntarily accept overtime on their scheduled day off will be the last in line to be forced to stay for additional overtime that day, regardless of their seniority. Exceptions include:
 - i. Other employees are ineligible due to the hours already worked.
 - ii. The amount of overtime exceeds the number of eligible staff available.
 - iii. An emergency situation exists.
2. All options should be exhausted before requiring the employee who worked overtime on their day off to stay, except for finishing a last-minute call or a situation extending past the end of their shift.

E. Emergency Overtime:

1. In emergency situations, a supervisor or Officer in Charge (OIC) may begin mandatory call-in overtime without following the usual voluntary process.
2. Employees are expected to answer calls and return missed calls or messages within one hour. Failure to do so may result in disciplinary action.

F. Eligibility for Overtime:

1. If an employee is not qualified for overtime (e.g., still in field training and unable to work independently), they may be skipped.
2. Employees on certain leave (vacation, holiday, personal day, sick time, military leave, bereavement leave, etc.) are ineligible for overtime, including forced overtime, for the

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

24-hour period covering their time off, plus the shift prior, except in case of an emergency.

G. Overtime Call-Out Process:

1. Overtime assignments will be communicated to personnel by either the Chief of Police, shift supervisors, or their designees, depending on the amount of notice given before the overtime is to be worked.
2. **Overtime with More than 72 Hours' Notice.** When overtime is known and scheduled with more than 72 hours' advance notice, the Chief of Police or their designee will be responsible for notifying the affected personnel. Notification can be the posting in the schedule, phone call/voicemail, text message, or email. It will be the employee's responsibility to check the schedule for days they are assigned overtime shifts with more than a 72-hour notice.
3. **Overtime with Less than 72 Hours' Notice:** When overtime is known with less than 72 hours' notice, the shift supervisor or their designee will be responsible for notifying the affected personnel at the time the overtime is needed.
4. Employees are not permitted to work more than sixteen (16) consecutive hours unless waived by the on-duty supervisor in an emergency after assessing the need for personnel and employee fatigue.
5. Both the Chief of Police and shift supervisors may designate a qualified individual to perform notification duties as appropriate. All personnel are expected to promptly respond to overtime notifications and report for duty as scheduled.

H. Part-Time Employees:

1. Part-time employees will only be called for overtime after full-time employees have been offered the opportunity, or in an emergency.
2. Part-time employees are not to be used to deny a full-time employee overtime or to preserve a full-time employee's position in the overtime rotation.

Section 6: Mandatory Forced Overtime Call-In Procedure

When mandatory call-in overtime is required to fill a shift or address another situation, the following procedure will be followed:

A. Determination of Forced Overtime:

1. The officer or dispatcher with the least amount of overtime worked for the calendar year will be the first to be forced into work, regardless of seniority or position on the overtime call-out list.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

2. If the selected officer is not eligible (due to being on time off, not certified, or not qualified), the officer with the next lowest overtime total for the calendar year will be forced in. This process will continue until the overtime shift is filled.
3. Employees are expected to answer calls and return missed calls or messages within one (1) hour. Failure to do so may result in disciplinary action.

B. Overtime Tracking:

1. A current and accessible list of employee overtime totals shall be maintained and updated to reflect the most recently completed pay period.
2. Employees cannot include overtime hours from an incomplete pay period when determining forced call-ins.
3. If a mandatory call-in occurs at the start of a new year, the previous year's overtime totals (from the most recently posted pay period) shall be used until the new year's totals become available.

C. Exclusion of Special Assignment/Detail employees:

1. Those assigned to a special assignment/detail (those employees assigned outside of normal routine patrol/dispatch duties) shall not be included in the initial forced overtime process, regardless of their overtime totals.
2. Their schedules will not be altered for forced overtime without the prior approval of the Chief of Police or designee, except for normal investigative responsibilities.
3. Special assignment employees may be considered for forced overtime only in the event of an emergency or if all other options have been exhausted and no other employees are available or eligible.
4. This does not prevent special assignment employees from voluntarily accepting or being called for other overtime opportunities.

Section 7. When an employee works four (4) hours of 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) half (1/2) hour break is permitted per eight (8) hour overtime shift.

Section 8. 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.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

Section 9. No communications Officer shall be forced to work overtime created by the vacancy in another classification (i.e., patrol officer) 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

After one (1) year	80 hours
After six (6) years	120 hours
After twelve (12) years	160 hours
After sixteen (16) years	180 hours
After twenty (20) years	200 hours
After twenty-one (21) years	One additional day for each additional year with a maximum accrual of 240

Except as provided in Article 48 (Lateral Transfers), only prior service with the City will be counted for determining the amount of vacation time off, and their anniversary date will be their current seniority date.

The City requires all employees to be employed by the City for one (1) year before becoming eligible for vacation, except as provided in Article 48 (Lateral Transfers).

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.

Section 3. 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. In the event of the death of a full-time employee, any accrued but unused vacation time shall be paid to the employee's spouse, next of kin, or estate.

Section 4. Vacation time may be used in increments of one (1) hour or more.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

Section 5. Employees may elect to work their vacation time and receive their vacation pay along with their regular pay. Where a holiday occurs while an employee is on vacation, if the employee is eligible under Article 33, the employee shall receive holiday pay in addition to vacation pay for the day of the holiday.

Section 6. Approval and Scheduling Vacation Leave. All vacations shall be scheduled and approved by the Chief of Police or designee. The Employer shall determine the number and classifications of personnel who may be granted vacation time off at any one (1) time.

Vacation schedules shall be submitted by January 31st of each year, with the employee having the most departmental seniority having first choice of vacation dates. Any vacation scheduled after February 1st shall be granted on the basis of first-come, first-served. If an employee has submitted a request by January 31st and the request is changed after January 31st, the employee first listed for the date has the right to those dates regardless of seniority.

Vacation must be submitted to the Chief and/or his designee not less than six (6) days prior to the employee taking vacation.

Section 7. 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 8 . Vacation Carry-Over. In the event that an employee does not use their vacation time, they shall be permitted to carry over up to two (2) weeks per year to an accrued maximum of seven (7) weeks of vacation time or to receive payment for the same if submitted by Dec 10th of the year.

ARTICLE 33 HOLIDAYS AND PERSONAL DAYS

Section 1. Employees 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. Holiday Pay. 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. Employees assigned to the Detective Bureau may, with the Chief's approval or his designee's

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

approval, be permitted to work on the holidays listed in Section 1 and receive holiday pay for the hours worked.

Section 3. Holiday Requests. 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. Holiday time may be requested in one (1) hour increments. 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 and personal 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 surviving spouse, next of kin, estate, or designated survivor. An employee earns his or her personal days on January 1st of each year.

Section 5. Personal “Super” Days. Personal days may be used with one (1) hour’s notice and must be used in an eight (8) hour increment. Approval of personal days shall not be unreasonably withheld. Payment of overtime alone is not sufficient reason to refuse the time off requested.

Section 6. Holiday and Personal Day Carry-Over. An employee shall be allowed to carry over 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 10th to the following December 9th.

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 10th each year.

ARTICLE 34 **SICK LEAVE**

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, per pay period, in active pay status to a maximum total of one hundred twenty (120) hours in any year. Employees can acquire a total max bank of one thousand five hundred (1500) hours of sick leave.
- B. Sick Leave shall be banked and used at one hundred percent (100%).

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

Section 2. Sick Leave Conversion. Employees having a Sick Leave bank of more than ~~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.

Section 3. 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 that he/she otherwise would have been scheduled to work. Sick Leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 4. 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, or significant other with whom they reside, 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, or significant other with whom they reside with, 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. If an employee has an infectious or contagious illness or disease, the employee will be required to remain home on sick leave until a medical professional verifies that they are no longer infectious or contagious.
- D. Pregnancy and/or childbirth or other conditions related thereto.
- E. Assistance to a spouse when required for maternity purposes.

Section 5. 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 a physician's certificate shall be grounds for disciplinary action, including dismissal.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

The Employer retains the right to investigate any employee's absence, including instances of patterned or excessive use, misuse, or abuse of sick leave.

Section 6. 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 7. Abuse of Sick Leave. After an investigation has been conducted, employees found not to have complied with sick leave rules and regulations shall not be paid for the sick leave and shall reimburse the City for any wages paid prior to the completion of the investigation. Application for sick leave, with intent to defraud, will result in dismissal and a refund of salary or wages paid.

Section 8. Physician's Statement. Employees requiring physician care or medication may be required to furnish a statement from their physician notifying the City that the employee was unable to perform their 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 9. Determination of Fitness for Duty. The City may require an employee to take an examination conducted by a licensed physician to determine their physical or mental capability to perform the duties of their position. If found not qualified, the employee may be placed on Sick Leave. The cost of such examination shall be paid by the City.

Section 10. Sick Leave Upon Retirement/Death Conversion. A full-time, non-probationary employee, at the time of retirement or death, shall be entitled to receive 100% of his or her base rate wage plus longevity pay for 50% of his or her accumulated unused sick leave up to a maximum banked accumulation of one thousand five hundred (1500) hours. Therefore, the maximum hours paid will be seven hundred fifty (750) hours at 100% of their base rate of pay. An employee shall be eligible for such payment only if he or she is an employee of the City of Bellevue at the time of retirement and he or she provides the city with at least thirty (30) days advance notice and retires in accordance with the eligibility requirements of the Ohio Police and Fire Pension Fund or the Public Employee's Retirement System of Ohio, whichever is applicable.

For any employee retiring on or before October 31, 2030, under the above-listed requirements, shall have their choice of either of the following sick leave payout options:

1. Cash out up to five hundred twelve (512) hours at the employee's base wage plus longevity, or
2. As stated above, cash out one-half (50%) of total hours accumulated up to a maximum of one thousand five hundred (1,500) hours, at the employee's base wage plus longevity. The maximum number of hours paid shall be seven hundred fifty (750) hours.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

In the event of the employee's death, payment shall be made in the same manner as above to the employee's surviving spouse, or in the event there is no surviving spouse, then to the estate of the employee as if the employee had retired. Payment for sick leave shall eliminate all sick leave accrued by the employee at that time.

Section 11. 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 will be 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 been taken.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

- 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 a 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 the OPBA, and one (1) impartial member to be chosen by the four (4) members to act as a mediator.

The Board of Inquiry shall conduct a hearing within sixty (60) to ninety (90) days from the date of the event causing the employee's injury or disability unless mutually agreed upon by all members of the Board.

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 for 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:

<u>SERVICE SENIORITY</u>	<u>WEEKS OF FULL PAY</u>	<u>WEEKS AT HALF PAY</u>
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

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

The Disability Pay provided for herein shall terminate as soon as the officer returns to work, regardless of the Board's determination. In addition, an employee may, at his discretion, use accrued Sick Leave after the number of weeks at full pay has been exhausted, prior to going on half-pay status.

Section 2. Termination of Leave Coverage. 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 herein.

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. Throughout the life of this Agreement, the parties shall continue to meet and attempt to establish cost-saving methods.

Section 4. Health Insurance Premiums. 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 \$250.00 per month.

Section 5. Designated Plan Benefits.

Network

Deductible

\$1,000.00 Single

\$2,000.00 Family

80%-20% Co-insure

Out of Pocket

\$2,000.00 Single

\$4,000.00 Family

Non-Network

Deductible

\$1,500.00 Single

\$2,500.00 Family

80%-20% Co-insure

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

Out of Pocket
\$3,000.00 Single
\$6,000.00 Family

Section 6. Dental Level III. 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. Insurance Opt-Out Stipend. 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. Bereavement leave shall be granted for the employee to attend the

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

funeral, make funeral arrangements, memorial/celebration of life services, and carry out other responsibilities relative to the death. Employees shall receive Bereavement 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 or memorial/celebration of life services of the spouse's brother and/or sister, brother-in-law, sister-in-law, or the employee's son-in-law, daughter-in-law, aunt, uncle, niece, or nephew, or significant other with whom the employee resides with if the service 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 the City of Bellevue, due to the 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.

An employee may only utilize bereavement leave once for the same family member (i.e., funeral service at the time of death and subsequent memorial or celebration of life services). An employee may utilize, at the Chief's sole discretion, one of the days granted above to attend a celebration of life service at another time that was not part of the initial funeral service as long as it is not scheduled more than three (3) months from the original date of service and no burial services were initially held.

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, 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) day 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.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

- 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. Education Reimbursement. Each full-time employee who has completed their initial probationary period with the Police Department shall be entitled to a maximum reimbursement per calendar year of five hundred dollars (\$500.00) toward the cost incurred for tuition and fees for the successful completion of job-related coursework. Both the schools and the coursework must be previously approved by the Chief of Police and the Safety Service Director.

Section 2. Grade Requirements. An employee must attain a “B” grade or equivalent thereof in order to receive full reimbursement for approved coursework. An employee who receives a “C” grade or equivalent will receive one-half (1/2) reimbursement, up to the maximum provided for the approved course work. Proof of successful completion must be provided prior to any reimbursement.

Section 3. Education Incentive Payment. An employee who receives a degree in law enforcement, criminal justice, related social science field, or a degree that the employer acknowledges will be applicable to the employee’s job performance upon the approval of the Chief of Police and the Safety Service Director, shall be eligible for an annual educational incentive as follows:

Associate’s Degree	\$250.00
Bachelor's Degree	\$400.00
Master’s Degree	\$600.00
Doctorate	\$750.00

An employee shall provide the Employer with a copy of their respective diploma in order to be eligible for the educational incentive. Educational Incentives shall not compound, and any employee shall be eligible for only one (1) such incentive per year.

For the purpose of this Article, the accreditation database of the U.S. Department of Education and/or the Council for Higher Education Accreditation shall be used to determine higher education institution accreditation.

Educational incentives shall be made in a lump sum payment during the last pensionable conversion of the year.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

Section 4. Employees required by the City to attend coursework, training sessions, or out-of-town work assignments shall not lose time or pay as a result of their attendance.

Section 5. The selected employee(s) shall be reimbursed for accepted expenses incurred as a result of the assignment.

Section 6. Vehicle Usage. Where use of personal vehicles is required by the City, the City shall reimburse the employee at the current mileage rate approved by the Internal Revenue Service.

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

Section 8. Education Leave, without pay, may be granted to employees upon approval from the Safety-Service Director for a period not to exceed one hundred eighty (180) days.

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 spouse, next of kin, estate, or designated survivor.

ARTICLE 41 SERVICE WEAPONS/BADGE

Upon retirement from the Bellevue Police Department, a Police Officer, with more than fifteen (15) years of service to the Department, shall be presented with their currently issued duty handgun and badge in recognition of the valued service performed for the community.

ARTICLE 42 MEDICINE CABINET

The City agrees to maintain and properly stock (i.e., current and unexpired items) 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.

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

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

City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

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 an 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 **LATERAL TRANSFER**

Based on the evaluation by the City of the lateral transfer officer's/dispatcher/s ability to perform required duties at a level commensurate to their years of full year(s) of experience, the City may compensate, extend vacation benefits, and injury on duty benefits to a lateral transfer officer/dispatcher up to the same rate as established for current employees in the same classification and who have the same time in service with the City as the lateral transfer officer. The lateral transfer officer's seniority shall be defined in Section 16, Seniority.

ARTICLE 49 **DURATION OF AGREEMENT**

Section 1. Duration. This Agreement shall be effective November 1, 2024, and shall remain in full force and effect through October 31, 2027.

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.

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City of Bellevue and OPBA Sergeants Unit – FINAL – 6-24-25

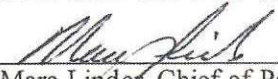
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Section 2. If either Party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days prior to, nor later than, one hundred fifty (150) calendar days prior 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.

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IN WITNESS WHEREOF, the Parties have reached an agreement this _____ day of June 2025.

FOR THE CITY OF BELLEVUE



Marc Linder, Chief of Police

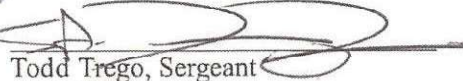


William Brugnone, City Safety Service Dir.

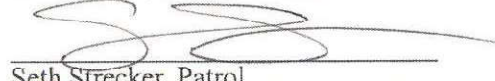
FOR THE O.P.B.A



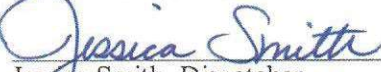
Josh Pickens, Sergeant



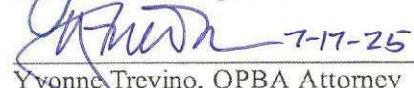
Todd Trego, Sergeant



Seth Strecker, Patrol



Jessica Smith, Dispatcher

 7-17-25

Yvonne Trevino, OPBA Attorney