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AGREEMENT

Between

THE CITY OF BEREA, OHIO

And

OHIO PATROLMEN 'S BENEVOLENT ASSOCIATION PATROL OFFICERS

EFFECTIVE: January 1, 2016

EXPIRES: December 31, 2018

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ARTICLE 1 THE CONTRACT

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

ARTICLE 2 PURPOSE AND INTENT

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

ARTICLE 3 RECOGNITION

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

ARTICLE 4 MANAGEMENT RIGHTS

4.01 The Employer retains all rights of management, including the rights to: 1) employ, discharge, transfer, suspend, and discipline employees; 2) determine the number of persons required to be employed, or laid off; 3) determine the qualification(s) of employees; 4) determine the hours to be worked by its employees; and to 5) make rules and regulations relating to the performance of work assigned to its employees; 6) determine the type of equipment to be used and the sequence of work processes; 7) determine the making of technological alterations by revising either process or equipment or both; 8) determine work standards and the quality and quantity of work to be produced; 9) establish, expand, transfer, and/or consolidate work processes and facilities; (10) consolidate, merge, or othe1wise transfer any or all of its facilities, property, processes or work with, or to, any other municipality or entity, or effect or change in any respect the legal status, management, or responsibility of such property, facilities, or processes of work; 11) eliminate all or any part of its work or facilities.

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

ARTICLE 5 NO-STRIKE/LOCKOUT

5.01 The Union does hereby affirm and agree that it will not, directly or indirectly, call, sanction, encourage, finance, instigate, or assist in any way, in any strike, slow-down, walkout, work stoppage, or other concerted interference with, or the withholding of services from, the Employer including any sympathy strike,

nor shall any employee member of the Union act to do so.

5.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage, and attempt to prevent, any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with, or the withholding of services from, the Employer is prohibited and not sanctioned by the Union, and immediately order all employees to return to work forthwith.

5.03 It is recognized by the parties that the Employer is responsible for, and engaged in, activities which affect the health, safety, and welfare of its citizens and that any violation of this Article gives rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive and other relief, including judgment ordering the Union to indemnify and hold the Employer harmless from any and all costs arising from a violation of this Article.

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

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

ARTICLE 6 NON-DISCRIMINATION

6.01 The Employer and the Union agree not to discriminate against any employees on the basis of race, color, creed, national origin, age, sex, disability, or handicap.

6.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 7 DUES DEDUCTIONS

7.01 During the term of this Agreement, the Employer shall deduct regular Union dues from the wages of those employees who have signed dues deduction authorization forms authorizing such deductions. Fair share fees shall be deducted from the members of the bargaining unit who have not authorized dues deductions. If the compensation of an employee for any period is insufficient, the Employer shall make the deduction from the next pay period which is sufficient.

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

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

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

ARTICLE 8 SPECIAL UNION MATTERS

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

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

ARTICLE 9 SENIORITY

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

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

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

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

ARTICLE 10 PROBATIONARY PERIOD

10.01 All newly-hired employees are required to serve a Probationary Period of eighteen (I8) months, During the first sixty (60) days of the Probationary Period, the newly-hired employee shall not be entitled to participate in the medical and hospitalization employee benefit plan provided for by this Agreement, but shall otherwise be covered by the terms of this Agreement. During the entire Probationary Period, the Employer shall have the sole discretion to discipline or discharge any such probationary employee.

10.02 If an employee is separated from service with the City during the initial Probationary Period and is later rehired, such employee shall be considered a new employee and shall be subject to the provisions of paragraph 10.01.

ARTICLE 11 HOURS OF WORK

11.01 The basic work day shall consist of eight (8) consecutive hours, comprised of three (3) work shifts commencing 7 a.m., 3 p.m., and 11 p.m. respectively.

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

11 .03 The employee(s) who serve(s) as canine officer(s) shall be entitled to one and one-half (1-1/2) hours per week with pay in addition to his normal basic work day and work week for at-home care of the animal.

11.04 No patrol officer or detective shall be made to work any part of a shift that a dispatcher works, except for a dispatcher's meal or bathroom breaks, and except in cases of emergency such that there is not enough time to call in a replacement dispatcher.

11.05 The Chief shall designate employees to be assigned to the twelve (12) hour work scheduled. This twelve (12) hour work schedule may be terminated by either the City or the OPBA with sixty (60) days' written notice prior to June 1, 2016, resulting in a return to the eight (8) hour work schedule, as soon as police operations permit.

ARTICLE 12 OVERTIME

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

12.02 Any employee who works overtime as defined in paragraph 12.01 above shall be compensated for all overtime hours worked at the appropriate overtime premium rate set out in Exhibits A, B and C attached. Shift change day is considered regularly scheduled work hours and does not create any overtime.

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

12.04 Compensatory time can be banked to a maximum of one hundred twenty-four (124) hours and will be earned and paid at the same rate as other overtime. The time can be used with the permission of the Chief with five (5) days of prior notice in blocks of two (2) hours. All Compensatory Time up to 100 hours that has not been used or paid by December 31 of any year shall be paid to the employee by the end of the succeeding

January at such employee's preceding December rate of pay except that, in addition thereto, at such employee's option exercisable in December, such employee may opt to carryover up to twenty-four (24) hours of Compensatory Time to the succeeding year.

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

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

ARTICLE 13 ON-CALL STATUS

13.01 Any employee directed by the Employer to be "on-call," thereby requiring such employee to remain at the personal residence of such employee for instant contact, shall receive one (1) hour compensation for each one (1) hour required to be on such status.

13.02 Any employee directed by the Employer to be "on-call," thereby requiring such employee to remain at a telephone where such employee can be reached within one (1) hour, shall receive one (1) hour compensation for each four (4) hours required to be on such status.

ARTICLE 14 TELEPHONE INQUIRY

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

ARTICLE 15 OFF-DUTY ARRESTS

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

ARTICLE 16 RATES OF PAY

16.01 In order to encourage continuing professional training and proficiency, similar to the Paramedic Pay Supplement granted by the Employer to its employees represented by the International Association of Firefighters, Local 1836, AFL-CIO, all employees who (a) undertake specialized training and (b) are granted accreditation or certification in the following five (5) fields, to wit:

1. Domestic violence response
2. Firearm proficiency

3. Breath Alcohol analysis
4. Radar or Laser operation
5. Approved defensive tactics techniques

shall be paid a professional wage equivalent to 7.5% of the basic wage rate for 2016 and 2017, and 9.5% of the basic wage rate for 2018 and thereafter; provided, however, that such employees shall maintain such accreditation or certification in all five (5) fields under professional guidelines and requirements established by the state of Ohio or the Director of Public Safety for the City of Berea, Ohio.

16.02 All employees shall be paid biweekly according to the attached wage schedules.

2% wage increase effective January 1, 2016;
2% wage increase effective January 1, 2017; and
2% wage increase effective January 1, 2018

ARTICLE 17 OFFICER-IN-CHARGE PREMIUM

17.01 Whenever a Patrol Officer is designated Officer-in-Charge (OIC), such Patrol Officer shall be additionally compensated as follows:

a. For each twelve (12) hours as Officer-in-Charge, a Patrol Officer shall be paid one and a half (1½) hours of that Patrol Officer's basic hourly rate plus professional wage supplement.

b. For each eight (8) hours, or less, as Officer-in-Charge, a Patrol Officer shall be paid one (1) hour of that Patrol Officer's basic hourly rate plus professional wage supplement.

c. For each four hours or less as Officer-in-Charge, a Patrol Officer shall be paid one-half (1/2) hour of that Patrol Officer's basic hourly rate plus professional wage supplement.

d. In no event shall the Officer-in-Charge premium be paid to any Patrol Officers designated as an Officer-in-Charge for a period of time of less than two (2) hours.

e. Detectives who are designated as Officer-in-Charge of the Detective Bureau are entitled to the Officer-in-Charge premium in the same manner as Patrol Officers, as stated in subsections a. thru d. above, when the Detective Sergeant is not working due to vacation, holiday, sick or other paid time off. Detectives are not designated as an Officer-in-Charge when the Detective Sergeant is scheduled to work later in the day than the normal 7:00 am to 3:00 pm detective bureau shift.

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

ARTICLE 18 LONGEVITY COMPENSATION

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

a. On December 1 in the calendar year following the year in which the employee completes five (5)

years of continuous service, such employee shall receive One Hundred Dollars ($100).

b. On December 1 in each calendar year following the year in which the payment set out in sub-paragraph (a) above has been made, the employee shall receive an amount calculated by multiplying the total number of consecutive years of service, minus three (3), times Eighty-Five Dollars ($85).

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

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

ARTICLE 19 UNIFORM ALLOWANCE

19.01 All probationary employees, immediately upon swearing-in, shall be provided with one (I) entire new complement of police clothing. Upon completion of the Probationary Period and certification as a Patrol Officer, such employee shall be paid the sum of Four Hundred Dollars ($400) as and for a clothing allowance for the calendar year in which such former probationary employee has been certified to the position of Patrol Officer.

19.02 All employees shall be paid an allowance for uniform purchase, replacement, maintenance, and repair in an amount of One Thousand Dollars ($1,000.00), payable on the first pay date in the month of February of each year.

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

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

19.05 The Employer shall pay for the cost of a bulletproof vest or other item of approved protective body armor that the employee is either required to or elects to purchase, not to exceed Nine Hundred Dollars ($900) in total cost to the City, but not more than once every five (5) years.

ARTICLE 20 EXPENSE ALLOWANCE

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

20.02 Any employee who is authorized by the Chief to expend personal funds for lodging, food, and other reasonable expenses of travel in the line of duty shall be compensated for the same upon the presentation of an appropriate voucher indicating the actual expenditure(s) made.

ARTICLE 21 INSURANCE

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

21.02 The Employer shall continue to provide hospitalization insurance in effect for employees who have completed sixty (60) calendar days of employment and their dependents upon the terms and conditions of the "City of Berea Health Insurance Plan (Summary Plan Document), as amended March 1, 2016". Such hospitalization insurance includes provisions for basic medical, major medical, prescription drug, dental care, and vision care benefits. Employee contributions for the actual cost of health insurance shall be as follows:

(a) Effective March 1, 2016 the employee shall contribute 10% of the actual cost of health insurance on a pretax basis based upon the previous year's cost.

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

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

All City employees are to share in any cost reductions achieved by the Committee.

21.04 The Employer reserves the right to change insurers in any and all matters of insurance covered by this Agreement; provided, however, that the benefits are equal to or greater than existing prior to such change.

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

ARTICLE 22 PAYMENTS DURING DISABILITY PERIODS

22.01 An employee covered by this Agreement who may be disabled as the result of a traumatic injury suffered in the discharge or perfom1ance of his duties shall be entitled to receive regular compensation during such period of disability, but in no case for a period longer than six (6) months; provided, however, that any employee making claim for such compensation, as provided in this Article, shall reimburse to the Employer any temporary total disability benefits received from Workers' Compensation; and at the request of the Chief, submit to a physical examination by a physician chosen by the employee from three (3) physicians licensed to practice in the state of Ohio and designated by the Employer. In the event such physician finds that such employee is able to resume assigned duties, the compensation provided for herein shall cease. The cost of such examination and opinion shall be borne by the Employer.

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

ARTICLE 23 PAYMENTS UPON DEATH

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

ARTICLE 24 SICK LEAVE

24.01 Sick Leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and /or 3) illness or injury in the immediate family of the employee as d defined in paragraph 24.07 below.

24.02 All employees shall earn Sick Leave at the rate of four and six-tenths (4.6) hours per bi- weekly pay period during which such employee actually worked or was absent by reason of paid time off granted in this Agreement with the exception of Sick Leave and Personal Leave of Absence for a full bi- weekly period. An employee may accumulate Sick Leave to an unlimited amount.

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

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

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

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

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

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

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

24.08 An employee who leaves the service of the Employer voluntarily and who has not less than ten (10) years of employment with the said Employer without reference to previous employment with any other Employer other than the City of Berea, or an employee who has qualified for retirement benefits from the Ohio Police and Firemen's Disability and Pension Fund without regard to the number of years of service with the Employer, shall be entitled to receive a payment equal to the hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by such employee, providing that such resulting number of hours to be paid shall not exceed three hundred and sixty (360) hours, but provided further that an employee who has twenty (20) years of cumulative service with the said Employer, without reference to previous employment with any other Employer other than the City of Berea, sha11 receive the compensation set out in this paragraph without regard to the three hundred and sixty (360) hour limitation.

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

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

24.09 Normal sick leave usage shall not be counted against an employee in personnel matters.

ARTICLE 25 VACATION LEAVE

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

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

b) One hundred twenty (120) hours in the calendar year in which the employee completes five, six, seven, eight, nine, and ten years' of service; and thereafter.

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

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

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

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

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

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

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

25.05 Vacation Leave shall not be carried over from one (1) calendar year to the next calendar year, except in extraordinary circumstances, and only then upon the approval of the Chief and the Mayor, and the subsequent ratification of the same by the Board of ControL

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

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

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

ARTICLE 26 HOLIDAY LEAVE AND DROP PROGRAM

26.01 All employees shall receive Holiday Leave, with regular compensation, in the amount of ninety-six (96) hours, the same to be taken as individual days off according to a schedule established by the employee

with the approval of the Chief.

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

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

26.04 Any employee desiring to use a holiday which will interfere with shift manpower requirements may have another full-time Police Officer work the shift for which the holiday is to be used. The Patrol Officer working the holiday will be paid the normal overtime rate. Each Patrol Officer will be permitted to use this benefit one (1) time each year.

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

ARTICLE 27 PERSONAL LEAVE

27.01 Each employee shall earn Personal Leave with pay at the rate of one-fourth (1/4) day for each calendar month of service completed, provided that the employee has actually worked and been physically present at all times during the regular work period scheduled for such employee, or been absent by reason of Leave granted elsewhere in this Agreement, with the exception of Sick Leave.

27.02 Personal Leave with pay must be scheduled with the approval of the Chief.

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

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

ARTICLE 28 LEAVE OVERLAP

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

ARTICLE 29 FUNERAL LEAVE

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

a. Upon the death of a close friend, an employee may use personal days or Compensatory Time to attend the funeral of a close friend. In the event the employee has no available personal days or Compensatory time, a sick day may be used to attend the funeral of a close friend. The employee shall give satisfactory evidence to the Chief that the deceased was a close friend.

b. Upon the death of a step-brother, step-sister, grandparent or grandchild, one (1) day of funeral leave.

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

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

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

ARTICLE 30 MILITARY LEAVE

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

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

ARTICLE 31 JURY DUTY LEAVE

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

ARTICLE 32 COURT APPEARANCE LEAVE

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

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

ARTICLE 33 LEAVE WITHOUT PAY

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

ARTICLE 34 DISCIPLINARY PROCEDURE

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

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

a) Non-Appealable Disciplinary Action

1. Counseling;

b) Appealable Disciplinary Action

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

34.03 The following administrative procedures shall apply to disciplinary actions

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

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

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

1. This Notice of Discipline must include:

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

All employees shall have the following rights:

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

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

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

An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

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

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

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

34.04 Discipline shall not be implemented until either:

1. The matter is settled; or

2. The employee fails to file an a appeal under this procedure within the time frame provided by this procedure, or

3. The penalty is imposed after a pre-disciplinary hearing by the Mayor or his designee, or

4. The penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

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

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

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

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

ARTICLE 35 GRIEVANCE PROCEDURE

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

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

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

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

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

d) Days - A "day" is a calendar day, excluding Saturdays, Sundays, and Holidays recognized

by the Government of the United States of America.

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

a) Except at Step 1, a grievance shall identify the aggrieved party; the Article of this Agreement grieved; the time and place of all alleged events or conditions constituting the grievance; the identity of the party alleged to have caused the grievance, if known to the aggrieved party; and a general explanation of the grievance.

b) Except at Step 1, all decisions made upon any grievance shall be rendered in writing at each step of the Grievance Procedure with copies to the aggrieved party and any representative.

c) If a grievance concerns more than one (1) employee, it may initially be submitted at Step 3.

d) All matters concerning the filing of grievances shall be conducted during non-working hours, unless otherwise authorized by the Employer.

e) Any employee having a grievance may discuss the matter informally with the appropriate superior officer and agree to informally resolve the grievance without the intervention of the Union; provided, however, that the terms of this informal resolution are acceptable to the employee. In the event that a grievance is resolved without a formal determination, the terms of such informal resolution shall not be deemed to create a binding precedent for future proceedings on other similar matters.

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

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

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

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

Step 1:

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

Step 2:

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

Step 3:

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

ARTICLE 36 ARBITRATION PROCEDURE

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

36.02 The Arbitrator has no authority to alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any term or condition of this Agreement.

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

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

36.05 The fees and expenses of the Arbitrator and the cost of the hearing room, if any, are assessed against the party losing the grievance, or split equally between the parties upon a split award. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

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

36.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union may have failed to fairly represent a member of the Bargaining Unit during the exercise of any rights provided by the Grievance and/or Arbitration Procedures.

ARTICLE 37 EMPLOYEE RIGHTS

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

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

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

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

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

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

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

37.08 Any record of discipline involving a counseling or written reprimand shall not be considered in future disciplinary actions twelve (12) months after their effective date, provided there is no intervening discipline during that time period. Suspensions of three (3) days or Jess shall not be considered in future disciplinary actions twenty-four (24) months after their effective date, provided there is no intervening discipline during the same time frame. Suspensions of four (4) days or more will not be considered in future disciplinary actions after forty-eight (48) months of their effective date, provided there is no intervening disciplinary action during the same time frame. Unsubstantiated citizen complaint shall be noted as such when placed in an employee's personnel file.

ARTICLE 38 TOTAL AGREEMENT

38.01 This Agreement represents the entire Agreement between the Employer and the Union and, unless specifically and expressly set forth in the written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 39 CONFORMITY TO LAW

39.01 This Agreement shall be subject to, and subordinated to, any applicable present and future federal and state Laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

39.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the within parties, or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included here.

ARTICLE 40 DURATION

40.01 This Agreement shall become effective as if 12:01 a.m., January 1, 2016, and shall continue in full force and effect, along with any amendments made and annexed hereto through December 31, 2018.

ARTICLE 41 HEADINGS

41.01 It is understood and agreed that the use of headings before Articles and sections is for convenience only and that no heading shall be used in the interpretation of said Article or section nor effect any interpretation of any Article or Section.

ARTICLE 42 OBLIGATION TO NEGOTIATE

42.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

42.02 For the life of this Agreement, the Employer and the Union each agree that neither shall be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, nor with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time of the negotiation and execution of this Agreement.

ARTICLE 43 MISCELLANEOUS

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

a. The badge or shield designating such retiree as a Patrol Officer; and

b. The firearm issued to such retiree prior to retirement.

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

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

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

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

ARTICLE 44 LABOR MANAGEMENT COMMITTEE

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

ARTICLE 45 FAMILY MEDICAL LEAVE

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

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

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

(1) For the birth of the employee's son or daughter or to care for the child after birth;

(2) For placement of son or daughter with the employee for adoption or foster care, or to care for the child after placement; or

(3) To care for the employee's parent with a serious health condition.

ARTICLE 46 SUBSTANCE TESTING AND ASSISTANCE

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

ARTICLE 47 FIELD TRAINING OFFICER PREMIUM

47.01 Employees assigned to FTO duty shall be paid one (1) hour of overtime compensation for each shift they serve as a Field Training Officer.

ARTICLE 48 EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 12TH day of February, 2016.

FOR THE UNION OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

#12
Patrol Officer

#21
Patrol Officer

#163
Patrol Officer

FOR THE EMPLOYER CITY OF BEREA

Mayor Cyril M. Kleem

Barbara L. Jones, Director of Law/Public Safety

Joseph Grecol, Chief of Police

EXHIBIT A
(2016, 2017, 2018)

		1	2	3	4	5	6
Cadet Police Officer							
	2016	26.34	N/A	39.49	N/A	54,787	N/A
	2017	26.87	N/A	40.28	N/A	55,890	N/A
	2018	27.41	N/A	41.09	N/A	57,013	N/A
Police Officer*							
	2016	29.82	32.07	44.75	48.10	62,026	66,706
	2017	30.42	32.71	45.65	49.06	63,274	68,037
	2018	31.03	34.02	46.56	51.02	64,542	70,762
Senior Police Officer**							
	2016	32.77	35.23	49.16	52.86	68,162	73,278
	2017	33.43	35.93	50.14	53.92	69,534	74,734
	2018	34.10	37.37	51.14	56.08	70,928	77,730

*Upon successful completion of probationary period.

**Upon completion of four (4) years of service.

All wages are paid by means of the hourly rate. The annual salary given herein is solely for the purpose of reporting the same to various financial institutions who require such information from the Employer on an annual basis. The annual salary is developed by multiplying the hourly rate times 2,080 hours per year.

Key:

1 = Basic Hourly Rate
2 = Basic Hourly Rate plus Professional Wage Supplement
3 = Overtime Hourly Rate (Basic)
4 = Overtime Hourly Rate (with Professional Wage Supplement)
5 = Annual Salary (Basic)
6 = Annual Salary (with Professional Wage Supplement)

EXHIBIT B

SUBSTANCE ABUSE TESTING AND ASSISTANCE POLICY

I. SITUATIONS UNDER WHICH AN EMPLOYEE OR PROSPECTIVE EMPLOYEE MAY BE TESTED

A. Pre-Employment Drug Testing

1. As part of the City's employment procedures, all applicants will be required to undergo a post-offer, pre-employment drug test/screening that is conducted by a contractor designated by the City. Any offer of employment is contingent upon, among other things, satisfactory completion of this test/screening.

B. Reasonable Suspicion Testing

1. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

a. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence or withdrawal of a drug or alcohol;

b. A pattern of abnormal conduct or erratic behavior;

c. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;

d. Information provided by reliable and/or credible sources;

e. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

C. Post-Incident Testing

2. An "incident" is defined as an occurrence

a. Involving a city-owned vehicle or a privately owned vehicle operated while conducting city business, which results in:

1) A fatality; or

2) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

3) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a

tow truck or other vehicle or where damage to any property, real or personal, exceeds $500.

b. Involving any act(s) of an act of violence committed by an Employee against another person. An "act of violence" is an assault, as defined in Ohio Revised Code 2903.13.

D. Follow up Testing after Return to Work from Assessment or Treatment

1. This type of testing occurs at the point an employee who has previously tested positive returns to work.

2. The return-to-work test is required before the employee is allowed to return. Once an employee passes the drug and/or alcohol test and returns to duty, there may be additional tests conducted over a period of at least one year. Any employee with a second positive test result will be terminated.

II. TESTING PROCEDURES

A. In general

1. The City will use a testing site that affords visual and aural privacy, to the individual being tested sufficient to prevent unauthorized persons from seeing or hearing test results. This site will have available all of the necessary equipment, personnel, and materials for breath and drug testing. The City's alcohol and drug testing sites are located at Southwest General Hospital and/or its satellite UrgiCare Centers; however other sites meeting the criteria set forth within may perform any test in the event that as a result of an accident, medical attention is sought at another suitable medical facility.

2. Any employee required to submit to an alcohol and/or drug test will be required to provide positive identification.

3. All alcohol and/or drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. All urine specimens to be tested for the presence of controlled substances will be analyzed by a laboratory certified under the DHHS Mandatory Guidelines for Federal Workplace Drug Testing Programs. All drug tests required by the City will therefore be shipped for analysis to a NIDA certified laboratory. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test or its equivalent.

4. The costs of testing required by the employer shall be paid by the employer.

B. Results

1. Alcohol testing: A positive result of blood alcohol concentration of .04% or above shall entitle the Employer to proceed with sanctions as set forth in this agreement.

c. All confirmed positive and negative test results will be reported by the laboratory to a Medical Review Officer before they are communicated to the City.

To ensure that every employee who might be subjected to drug and alcohol testing by the City is treated in a fair and impartial manner, the City has retained the services of a Medical Review Officer (MRO). The MRO is a licensed physician with knowledge of substances abuse disorders who will review and interpret positive test results from the laboratory. The MRO will also review the chain of custody to ensure that it is sufficient and complete on its face and may request quantification of the test results from the lab.

III. EMPLOYEES' RIGHTS RELATED TO AN INITIAL POSITIVE TEST RESULT

A. In the event of a positive result, the MRO will contact the employee directly, on a confidential basis, to determine whether the employee wishes to discuss the test result. The employee will be given an opportunity to explain the findings to the MRO prior to the issuance of a report of a positive test result to the City. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee. In the event that the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position.

B. If the MRO has made reasonable, but unsuccessful efforts at contacting the individual, the MRO may contact the City in order to communicate said results. In all cases, the City shall not be informed of a positive test result until the employee has been informed or reasonable efforts have been made to inform the employee.

C. In the event of a positive result, the employee has the right to have the sample split and tested by another DHHS-certified laboratory. Said request must be made to the MRO within 72 hours of notice to the employee that the test was positive. The cost of the test under this section is the responsibility of the employee.

IV. REHABILITATION/DISCIPLINE

A. If the testing required has produced a positive result, the City may take disciplinary action and/or may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. The City will not otherwise pay the costs of a rehabilitation program not covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, vacation leave, and any other paid leave days for a period of the program. If no such leave credits are available, the employee may apply for unpaid leave.

B. If a rehabilitation or detoxification program is offered, the employee will not be permitted to return to the workplace until the employee demonstrates through a retest that he or she is no longer abusing any substance. Such employee may be subject to random testing upon return to work for a period of one (1) year from the date of return to work. As a condition of their continued employment, the employee must remain alcohol and drug free. Any employee in a rehabilitation or detoxification program in accordance with this Agreement will not lose any seniority or benefits.

C. If the employee is referred to a rehabilitation or detoxification program, the City will be informed whether the employee is attending sessions and actively participating but will not receive information about the specifics of the counseling.

D. The City will hold all employees accountable in terms of substance use but also supports rehabilitation.

1. Those employees who come forward voluntarily to identify that they have a substance use problem will receive the City's support and assistance and will not be subject to disciplinary action. However, if an employee has a substance use problem and does not come forward, and the employee then tests positive for drug or alcohol use in violation of this Policy, the City reserves the right to take appropriate action, which may include referral to treatment, suspension without pay and/or termination. In all cases, the City reserves the right to take appropriate disciplinary action for other acts of misconduct which may be related to the use of alcohol and/or drugs.

2. The City agrees that in the absence of other acts of misconduct, an employee testing positive for the first time for alcohol and/or other legally prescribed or over-the-counter medications will be referred to a rehabilitation program.

3. There is a presumption that an employee who is found guilty or pleads no contest to a criminal offense related to substance use that occurs on City property or in a City vehicle or while conducting City business, will be terminated.

4. In all other cases, whether an employee who tests positive will be allowed to sign a "last-chance" agreement to seek assistance aimed at changing substance use behavior will be determined individually based on such factors as quality of performance, length of service, willingness to acknowledge a problem and seek help and whether the use of any alcohol and/or drugs occurred while conducting City business.

5. An employee's failure to cooperate in the implementation of this policy may be subject to disciplinary action.

V. CONFIDENTIALITY

A. To protect the confidentiality of employees, all records of drug and alcohol testing will be stored separately and apart from the employee's general personnel documents. Access to these records shall be limited to designated City officials. Those designated City officials that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records in accordance with state and federal law. Any breach of confidentiality concerning these records may result in disciplinary action.