

COUNCIL CHAMBER

City of Berea, Ohio

ORDINANCE No. 2013-71

By Dean W. Van Dress Sponsored By Mayor Cyril M. Kilem

AN ORDINANCE

APPROVING AND RATIFYING A SETTLEMENT AGREEMENT AND CONTRACT AMENDMENT AMENDING THE CURRENT THREE-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BEREA AND THE BEREA POLICE PATROL OFFICERS REPRESENTED BY THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION, PURSUANT TO CHAPTER 4117 OF THE OHIO REVISED CODE, AND DECLARING AN EMERGENCY.

WHEREAS, This Council adopted Ordinance 2013-14 Approving and Ratifying a Three Year Collective Bargaining Agreement in March of this year; and

WHEREAS, An OPBA group grievance was filed on April 5, 2013 concerning the administration of Officer-in-Charge pay; and

WHEREAS, The City and the OPBA have met and discussed the Grievance and have settled the grievance and have agreed that certain language in the Collective Bargaining Agreement requires clarification by re-wording.

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

SECTION 1. That this Council finds that the Settlement Agreement and Contract Amendment to the Collective Bargaining Agreement negotiated by the Administration of the City with the Patrol Officers represented by the Ohio Patrolmen's Benevolent Association, a true copy of which proposed Amendment is attached hereto, and made a part hereof, as if fully rewritten herein, is a fair, just and equitable resolution of the grievance matter between the City of Berea and the said Bargaining Unit, and that the said Settlement Agreement and Contract Amendment to the Collective Bargaining Agreement covering the period of January 1, 2010 through December 31, 2012, should be, and hereby is, approved, confirmed and ratified by this Council and incorporated into that Collective Bargaining Agreement.

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

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SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

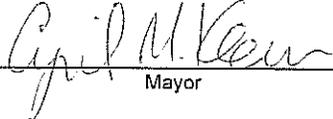
SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, or providing for the usual daily operation of a municipal department, and for the further reason that the establishment of Collective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

PASSED: October 7, 2013

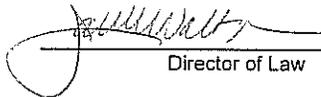


President of Council

ATTEST: 
Clerk of Council

APPROVED: October 15, 2013

Mayor

Approved as to Form:


Director of Law

SETTLEMENT AGREEMENT AND CONTRACT AMENDMENT

This settlement agreement and contract amendment is made and entered into by and between City of Berea and the Ohio Patrolman's Benevolent Association (OPBA) in order to address and resolve several disputes that have arisen concerning the administration of the parties' collective bargaining agreement.

For purposes of the first matter, involving out of classification pay, the union acknowledges that a mistake was made in the interpretation of language that was included in the parties successor collective bargaining agreement, but in the interests of maintaining amicable and cooperative relations, avoiding arbitration costs, and moving beyond that misunderstanding, the parties both agree that an alternative provision (based on a prior agreement) can be utilized to address the situation, and resolve an outstanding grievance filed by the OPBA.

For purposes of the second matter, the administration of personal time benefits, the parties have identified a concern over the administration of personal time in situations where an employee may be unable to utilize his personal leave due to work related injury that they would like to address, and prevent future disputes over the administration of this benefit.

Based on the foregoing, the City of Berea and the Ohio Patrolman's Benevolent Association agree as follows:

- A. The union agrees that the OPBA group grievance over the administration of OIC pay filed 4/5/2013 and currently pending arbitration as FMCS case number 130522-02267-6 is hereby withdrawn and resolved. The parties agree that OIC pay shall be governed by the language contained in part "B" which shall replace and amend the contract language contained in Article 17 of the collective bargaining agreement between the City of Berea and the Ohio Patrolmen's Benevolent Association effective January 1, 2013 through December 31, 2015.
- B. Upon ratification by the parties, but effective May 1, 2013, the following contract language shall replace and amend the contract language contained in Article 17 of the collective bargaining agreement between the City of Berea and the Ohio Patrolmen's Benevolent Association effective January 1, 2013 through December 31, 2015:

ARTICLE 17 OFFICER-IN-CHARGE PREMIUM

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

- a. For each one (1) full day as Officer-in-Charge, a Patrol Officer shall be paid at ~~the Sergeant's base rate~~ **an additional one (1) hour pay at the regular rate of such Patrol Officer. For those officers receiving the Professional Wage Supplement, the regular rate shall be defined as the "Basic Hourly Rate plus Professional Wage Supplement". For those officers not receiving the Professional Wage Supplement, the regular rate shall be defined as the "Basic Hourly Rate".**

- b. For each one-half (1/2) day, or less, as Officer-in-Charge, a Patrol Officer shall be paid at ~~the Sergeant's base rate~~ **an additional one (1/2) hour premium at the regular rate of such Patrol Officer. For those officers receiving the Professional Wage Supplement, the regular rate shall be defined as the "Basic Hourly Rate plus Professional Wage Supplement". For those officers not receiving the Professional Wage Supplement, the regular rate shall be defined as the "Basic Hourly Rate".**
- c. In no event shall the Officer-in-Charge premium be paid to any Patrol Officer designated as an Officer-in-Charge for a period of time less than two (2) hours.

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.

- C. The union waives any claim or grievance alleging improper administration of personal leave benefits prior to the ratification date of this Amendment. The parties agree that personal leave benefits shall be governed by the language contained in part "D" which shall replace and amend the contract language contained in Article 27 of the collective bargaining agreement between the City of Berea and the Ohio Patrolmen's Benevolent Association effective January 1, 2013 through December 31, 2015.
- D. Effective upon ratification of the parties, the following contract language shall replace and amend the contract language contained in Article 27 of the collective bargaining agreement between the City of Berea and the Ohio Patrolmen's Benevolent Association effective January 1, 2013 through December 31, 2015:

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 nine (9) days. ***In the event that an employee has accumulation in excess of nine (9) days 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 employees 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 XII)

12. Each party to this agreement agrees to execute and to deliver such additional documents and instruments and to perform such additional acts as may be necessary to effectuate, consummate, or perform any of the terms, provisions, or conditions of this agreement. The parties acknowledge that this agreement shall not be binding on either party until such time as it has been approved by the OPBA patrol officers bargaining unit and the legislative body of the City of Berea. The above language for ARTICLE 17, OFFICER-IN-CHARGE PREMIUM and ARTICLE 27, PERSONAL LEAVE shall replace and amend the contract language contained in the collective bargaining agreement between the City of Berea and the Ohio Patrolmen's Benevolent Association (Patrol Officers) effective January 1, 2013 through December 31, 2015.

IN WITNESS WHEREOF, the parties have read and fully understood the contents of this agreement and have caused the agreement to be duly executed as set forth below.

_____/_____
Mayor Date
City of Berea

_____/_____
OPBA Director Date

_____/_____
Director of Public Safety Date
City of Berea

_____/_____
OPBA Attorney Date

APPROVED AS TO FORM:

Law Director
City of Berea