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**Memorandum of Understanding
Patrol Officers**

**ARTICLE 18
INSURANCE**

Section 18.01. Medical Insurance:

- A. All full-time Employees and their eligible dependents shall be eligible to participate in the City's medical insurance plan entailing comprehensive medical benefits, major medical coverage, prescription drug, diagnostic service, hospitalization, surgical coverages and emergency care.

Effective January 1, 2008, employees will pay ten percent (10%) of the total monthly premium of the base insurance plan. If additional plan options are offered, the parties will negotiate the percent of the total monthly premium to be paid. If the parties are unable to agree upon the percent of monthly premium for those plans, then the 10% amount will apply to the optional plan(s) as well.

Effective the first of the month following ratification of this 2010 Agreement, the base plan for insurance will become the PPO plan reflected in Appendix A. In addition, members may elect a Health Savings Account Option, also reflected in Appendix A.

Effective January 1, 2012, employees will pay 12.5% of the total monthly premium of the base insurance plan. If additional plan options are offered, the parties will negotiate the percent of the total monthly premium to be paid. If the parties are unable to agree upon the percent of monthly premium for those plans, then the 12.5% amount will apply to the optional plan(s) as well.

- B. Employees covered herein may choose to participate in the medical insurance plan provided by the City during the term of this Agreement. It is understood that if an employee incurs covered hospital or other medical expenses in connection with an illness or injury caused by the negligence or wrongful act of a third party, the insurance provider shall be the subrogated party to the extent of any and all payments made by said provider with respect to such illness or injury and the employee or his/her agent shall execute all papers to secure such provider of such right of subrogation.
- C. During the term of this Agreement, the City may change the medical insurance plan, insurance provider or method of providing medical services, provided that the health benefits, coverage levels and provider network are not substantially reduced or the cost shifting to employees significantly increased.
- D. Effective April 1, 2003 any employee contribution toward medical insurance premiums shall be tax sheltered pursuant to Section 125 of the Internal Revenue Service code (as long as this is permitted by the IRS).

Section 18.02. Dental Insurance:

All full-time Employees and their eligible dependents shall be eligible to participate in the City's dental insurance plan implemented with this Agreement. This dental plan shall consist of coverages including preventive services (100%), basic services (80%), major services (50%), annual maximum (\$1,000), orthodontics (50%), lifetime maximum (\$1,500), and deductible (none).

The City shall pay the full cost of premiums until December 31, 2011, after which date the City shall pay 87.5% of the full cost of premiums during the remaining term of this Agreement, and the employee shall pay 12.5%.

During the term of this Agreement, the City may change the dental plan, provider or method of dental insurance services, provided that the dental care benefits, coverage levels and provider network are substantially comparable to the pre-existing plan.

Section 18.03. Life Insurance: Each full-time Employee may elect to be insured under the City insurance plan. The City shall pay the premium for the Employee for coverage of \$30,000.00. Any Employee who elects not to be insured under such a plan shall not receive such contribution made by the City for life insurance as salary, wages, compensation, reimbursement or in any other form or manner.

Section 18.04. Waiver of Coverage: An employee eligible to receive medical insurance under this Article, either a Family Plan or a Single Plan, may elect to decline such coverage and in lieu thereof receive monthly cash payments from the City of \$125 (\$1,500 per year) for waiving family coverage and \$62.50 (\$750 per year) for waiving single coverage. In order to qualify for such cash payments, an employee must remain covered by other medical insurance that is not from the City. The timing of when an employee may elect to receive such cash payments in lieu of medical insurance coverage, certification of coverage, and description of the plan parameters can be found in the City's Medical Insurance Opt Out Policy. An employee may not participate in this waiver who is married to another City employee covered under the plan.

ARTICLE 20

WAGES, ACTING SUPERVISOR PAY, SHIFT DIFFERENTIAL

Section 20.01. Salary Classifications: For purposes of determining wages during the term of this Agreement, the following salary classifications shall apply:

Grade 117

Patrol Officer

Section 20.02. 2010 Wages

Effective January 3, 2010, all bargaining unit wages shall be increased three percent (3%) over the previous year (2009).

2010	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Patrol Officers	117	48,277	51,043	53,830	56,618	59,405	62,171	64,979
		23.21	24.54	25.88	27.22	28.56	29.89	31.24

Section 20.03. 2011 Wages

Effective January 1, 2011, all bargaining unit wages shall be increased three percent (3%) over the previous year (2010).

2011	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Patrol Officers	117	49,733	52,582	55,453	58,323	61,194	64,043	66,934
		23.91	25.28	26.66	28.04	29.42	30.79	32.18

Section 20.035 2012 Wages

Effective January 1, 2012 all bargaining unit wages and step amounts shall be increased by two and one quarter percent (2.25%) over the previous year (2011). Employees will continue to advance to the next step level where applicable.

2012	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Patrol Officers	117	50,856	53,768	56,701	59,634	62,566	65,478	68,432
		24.45	25.85	27.26	28.67	30.08	31.48	32.90

In the first full pay after execution of this Addendum, bargaining unit employees will also receive a \$100.00 lump sum payment as a signing bonus that will not be added to the base wage rate or included in any overtime or other computations.

Section 20.04. Acting Supervisor Pay: Employee, who in the absence of a Supervisor, is designated by the Police Chief or his designee to serve as Acting Supervisor, and who is required to work and substantially perform the job duties of the Supervisor, shall receive the Supervisor's entry level rate of pay for each hour that he serves as and substantially performs the duties of the Supervisor.

Section 20.05. Shift Differential:

- A. Night-time: A differential in pay will be accorded to Employees who are assigned to work the first and third watch. The difference shall be \$.50 per hour for the duration of

this Agreement. Any Employee who works first or third watch greater than 49 percent of any pay period shall receive this benefit.

- B. Weekend: An Employee assigned or scheduled to a regular duty shift who works any hours between 11:00 p.m. on Friday up to 11:00 p.m. on Sunday shall receive an additional \$.50 per hour for all hours worked during that time period. The \$.50 per hour additional pay will be added to the base for purposes of calculating overtime.

Section 20.06. Field Training Officer: Authorized Field Training Officer (FTO) shall receive one and one half (1-1/2) hours of pay at the Employee's regular hourly rate of pay for all assignments involving directly training a probationary officer or other officer assigned to a Field Training Officer.

SIGNATURE PAGE

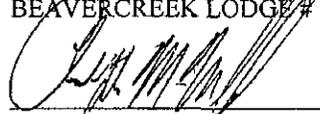
IN WITNESS WHEREOF, the undersigned, being duly authorized and directed by each party to this Agreement to execute this Agreement, have hereunto set their hands this 4 day of April, 2012.

CITY OF BEAVERCREEK:

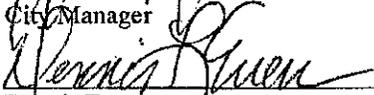
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BEAVERCREEK LODGE # 160:**



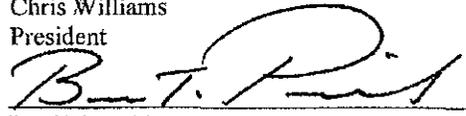
Michael A. Cornell
City Manager



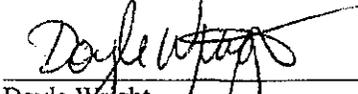
Chris Williams
President



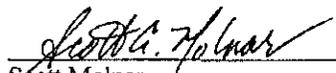
Dennis Evers
Chief of Police



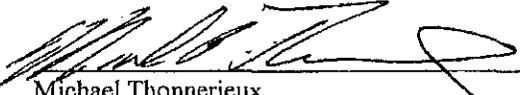
Brad Piasecki
Patrol Representative



Doyle Wright
Operations Police Captain



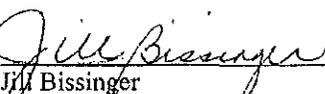
Scott Molnar
Sergeant Representative



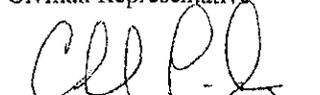
Michael Thonnerieux
Parks and Recreation Superintendent



Tracy Crotty
Civilian Representative



Jill Bissinger
Human Resource Manager



Chad Lindsey
Patrol Representative