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AGREEMENT

BETWEEN

CITY OF BEDFORD HEIGHTS

AND

**FRATERNAL ORDER OF POLICE, LODGE #67
BEDFORD HEIGHTS DIVISION**

Effective January 1, 2011, through December 31, 2013

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ARTICLE I

PURPOSE

Section 1. This Agreement is entered into between the City of Bedford Heights, Ohio ("City") and the Fraternal Order of Police Lodge #67 -- Bedford Heights Division ("F.O.P.").

Section 2. This Agreement is designed to provide a fair and reasonable method by which employees covered by this Agreement can participate, through their exclusive bargaining agent, in the establishment of wages, hours, terms and conditions of employment and to establish an orderly procedure for the resolution of differences between the City and the members of the bargaining unit.

ARTICLE II

RECOGNITION

Section 1. For the duration of this Agreement, the City recognizes the F.O.P. as the sole and exclusive collective

bargaining representative of the employees covered by this Agreement.

Section 2. The members of such bargaining unit are all full-time sworn Patrolmen.

Section 3. The categories of employees excluded from the bargaining unit includes all Sergeants or above, and all other full-time and part-time employees of the City.

ARTICLE III

F.O.P. MEMBERSHIP, MEETINGS AND DUES

Section 1. The City agrees to deduct from each payroll, dues, fees and assessments in an amount certified to be current by the Secretary/Treasurer of the F.O.P., from the pay of those employees who individually authorize in writing that such deductions be made. The total amount of deductions shall be remitted within fourteen (14) days of the deduction by the City to the Secretary/Treasurer of the F.O.P. in the full amount deducted.

Section 2. The City agrees to require each new employee who is not a member of the F.O.P., as a condition of employment, to pay to the F.O.P. by way of payroll deduction a Fair Share Fee as determined by the Secretary/Treasurer of the F.O.P. but

not to exceed the initiation fees, dues and/or assessments paid by F.O.P. members.

Section 3. Any individual employee who objects to joining or financially supporting the F.O.P., based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, and has historically held such objection, and is tax exempt, will be required to inform the City and the F.O.P. of his objection. The employee will meet with representatives of the F.O.P. and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to union dues, initiation fees and assessments to a non-religious charity. The employee shall furnish written proof to the City and the F.O.P. that this has been done.

Section 4. There shall be no discrimination, interference, restraint or coercion by the City against any employee for his activity on behalf of, or membership in, the F.O.P. Membership in the F.O.P. is not compulsory. Members of the bargaining unit have the right to join or not to join the F.O.P. as each may decide. Neither party shall coerce or discriminate against an employee because of his/her decision to join or not to join the F.O.P.

Section 5. The F.O.P. hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the F.O.P. shall indemnify the City for any such liabilities or damages that may arise.

Section 6. The City shall not interfere with or prevent bargaining unit members and their representatives from meeting on City property for the purpose of conducting F.O.P. business. However, such meeting time and place shall be presented to the Chief in advance, for approval. The Chief shall not unreasonably withhold approval.

Section 7. Members of the F.O.P. Contract Committee, which shall not exceed four (4), elected or appointed by the F.O.P. shall have authorized leave from duty for all meetings which are arranged by the City and the F.O.P. without loss of pay.

Section 8. The City will provide an aggregate total of sixty (60) hours per year for Union business which may be used by officers of the Union to participate in authorized Union meetings, provided, however, that prior to such meetings, the employees will advise the Chief or Executive Officer.

ARTICLE IV

NON-DISCRIMINATION

Both the City and the F.O.P. recognize their respective responsibilities under the Federal and State Civil Rights laws, Fair Employment Practice acts and other similar Constitutional and Statutory requirements. Therefore, both the City and the F.O.P. hereby reaffirm their obligation to comply with federal, state, and local laws regarding documentation to discriminate, including discrimination against F.O.P. membership. The male pronoun or adjective, where used herein, refers to the female also, unless otherwise indicated.

ARTICLE V

MANAGEMENT RIGHTS

Section 1. Except as specifically limited by explicit provisions of this Agreement, the City reserves and retains, solely, exclusively and without recourse to negotiations, all rights, powers and authority, including the right to determine and fulfill the mission of the Division of Police of the Department of Public Safety, determine staffing policy, and in all other respects to plan, manage, evaluate, administer,

govern, control, and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

- (a) To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the City, standards of service, overall budget, utilization of technology and organizational structure;
- (b) To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance (the City shall supply these in printed form to the F.O.P. and each employee, and any changes shall be communicated in advance to the Officers of the F.O.P.);
- (c) To determine the size, composition and adequacy of the workforce;
- (d) To establish and determine job qualifications and duties and to establish the education and training requirements for the Department;
- (e) To establish or modify job classifications;
- (f) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, discipline, suspend and discharge employees for just cause;
- (g) To lay off employees;
- (h) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- (i) To determine location of facilities and to introduce new and/or improved equipment and methods;
- (j) To determine the financial policies and procedures of the City, including the exclusive right to allocate and expend all funds of the City;

- (k) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the ordinary and customary functions of the administration.

ARTICLE VI

EMPLOYEE RIGHTS

Section 1. The personnel file for all bargaining unit members shall be maintained under the custody and control of the City. Upon written request, a member shall have the right to review their own personnel file once per year and prior to any disciplinary meeting or hearing. A minimum of twenty-four (24) hours' written notice is required when requesting said review.

Section 2. Except for supervisory and administrative personnel with a legitimate need to know, and except for courts of competent jurisdiction and consistent with current federal or state law, a member's personnel file shall not be available for review by anyone. If a request is made to inspect and/or copy records within a member's personnel file pursuant to Revised Code Section 149.43, the employer shall, if possible, provide a member five (5) working days' notice. Within the notice period, the member may pursue any legal means available to protest some

or all of the requested disclosure. Any member may copy documents in their file.

Section 3. If upon examining his or her personnel file, a member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the contended inaccuracy. If the Chief concurs, he shall either remove the inaccurate document or attach the member's memorandum to the file noting his concurrence with the member's contentions.

While an employee may not alter any documents reviewed in their personnel file, they may offer written clarification, explanation or rebuttal to any of the file's contents by following the departmental chain of command.

Section 4. Employees who are the subject of investigations of any nature shall be afforded their constitutional rights as required by law, including Miranda and Garrity rights. All investigations shall be done at reasonable times and places and shall be conducted in a manner consistent with professional law enforcement standards.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 1. The work week is forty (40) hours, the work day is eight (8) hours and the work year is 2,080 hours.

Section 2. The City shall be the sole judge of the necessity for overtime and all assigned overtime must be worked. Regular overtime will be assigned by seniority within each respective division of the department. The least senior employee will be required to perform the work.

Section 3. Base pay contemplates, on the average, five shifts per week of eight hours each, as set forth in an assignment list published monthly under the direction of the Chief or his designee. No employee shall be entitled to overtime compensation for these regularly assigned shifts. Nor shall an employee be entitled to overtime compensation if he voluntarily works an additional shift as a favor to another police employee to be repaid by the other employee in terms of extra duty at a later date (commonly referred to as "trading shifts") even though such shift trade requires approval of the Chief or his designee.

Section 4. Employees shall be compensated for overtime hours worked in excess of eight (8) hours in a day or forty (40) hours per week, but not both. Overtime shall be defined as compensation or compensatory time, and shall be calculated at the rate of time and one-half an employee's regular base rate, including longevity, divided by 2,080 hours. There shall be no adjustment for special assignment pay arising from overtime compensation. Sick leave shall be excluded from the calculation of time in active pay status for overtime purposes.

Section 5. An employee may choose to receive all overtime in either compensation or compensatory time at the time the overtime is worked. An employee may accumulate compensatory time up to two hundred fifty (250) straight-time hours, at which point all overtime shall be paid as earned. However, employees may buy back accumulated compensatory time at any time by advising the Chief in writing. When compensatory time is paid, it shall be calculated from the employee's base rate at the time it is earned.

Section 6. Training.

(a) For purposes of this Article, all mandatory training, excluding travel time to and from school, shall be considered time worked.

(b) For purposes of this Article, all voluntary training and off-premises classroom education, including related field work, which has been approved by the Chief of Police or his designee shall be paid either in compensatory time or overtime only at the base rate. (Employees are not to be compensated for non-classroom study time.)

(c) All travel time to and from training, whether voluntary or mandatory, shall be paid either in compensatory time only at the base rate, unless an employee has accumulated two hundred fifty (250) straight-time hours of compensatory time, at which time said training shall be paid in compensation at the base rate.

(d) Officers who are designated and assigned as Field Training Officers (FTOS) shall be paid one hour's pay for each shift spent in training or retraining employees.

Section 7. Court Time.

(a) Police employees, when required to appear in Bedford Municipal Court at a time when the beginning and end of the appearance is wholly during off duty hours, shall be paid for the actual time spent in attendance at such Court (including reasonable travel time) at a minimum of three (3) hours of regular base pay, or overtime, whichever is appropriate. Employees required to appear in any other courts shall be paid for the actual time spent in attendance at court or a minimum of four (4) hours. If an officer has worked the third shift the evening before a court appearance, the officer shall be paid for the actual time spent in attendance at court or a minimum of four (4) hours. In the event that an employee is required to report to duty earlier than normally scheduled in order to appear in Court, following which he/she commences his/her normal shift of duty, or is required to remain on duty after his/her normal shift of duty, or is required to remain on duty after his/her normal quitting time to complete a Court appearance which begins while on duty, he/she shall be treated as being on overtime during those extra hours, instead of the foregoing minimums. No person shall be entitled to payment under this

Section unless required to appear in Court by the directive of a superior, by a directive of the Department of Law, or by subpoena legally issued and served in a case in which the City is a party to the action, either directly or as the arresting entity in a criminal action prosecuted in the name of the State of Ohio.

(b) Employees who are required to use their personal vehicle to travel to and from the police station to Court shall receive mileage at the rate established by the City.

Section 8. Call-in Time. Police employees, when required to report to work other than for court or training evolutions not contiguous to regular scheduled shift time, shall be paid for actual time worked or a minimum of four (4) hours of compensatory time.

Section 9. Bargaining unit members shall be paid double time when working a second shift on a legal holiday.

ARTICLE VIII

SALARIES AND OTHER COMPENSATION

Section 1. Annual Base Pay. Employees covered by this Agreement, based on rank, shall receive the following annual

compensation for the work year, which shall be known as "Base Pay":

<u>Rank</u>	(1%) Effective <u>01/01/2011</u>	(1%) Effective <u>01/01/2012</u>	(1.25%) Effective <u>01/01/2013</u>
Patrolman, Probationary*	50,303.00	50,806.00	51,441.00
Patrolman, 2nd Grade**	60,084.00	60,685.00	61,443.00
Patrolman, 1st Grade	66,406.00	67,071.00	67,909.00

* Probationary period is 18 months.

** 2nd Grade is 6 months.

Section 2. Adjustment for Longevity. Every employee's base pay shall be increased after completion of three (3) years of continuous employment and service by the following percentages:

<u>Years of Service</u>	<u>Percentage*</u>
First through third	0
Fourth and fifth	2
Sixth and seventh	2-1/2
Eighth and ninth	3
Tenth and eleventh	3-1/2
Twelfth and thirteenth	4
Fourteenth and fifteenth	4-1/2
Sixteenth and seventeenth	5
Eighteenth and nineteenth	5-1/2
Twenty and twenty-one	6
Twenty-two and twenty-three	6-1/2
Twenty-four and over	7

Effective January 1, 2011 no employee shall receive a longevity bonus greater than \$4,000.00 per year.

This adjustment shall be based on an employee's original date of hire or appointment and shall be applied to an employee's first full pay period following their anniversary date of employment. No pay other than base pay shall be adjusted for longevity.

Section 3. Pension. The City will make a contribution to the Police and Fire Pension Fund of 19-1/2% or as required by state law.

Section 4. Members of the bargaining unit are to be paid every two (2) weeks, on Friday, except in cases of emergency.

ARTICLE IX

PROFESSIONAL PROFICIENCY

Section 1. Effective January 1, 2011, all members of the bargaining unit that meet or exceed the State of Ohio Annual Certification O.R.C. §109.801 for police officer qualifications will be paid an annual \$675.00 professional proficiency allowance.

Satisfactory qualification will be evidenced by a letter of qualification from the range officer and/or the training officer to the employee or the City that each officer has met the requirements as set forth in O.R.C. §109.801. This proficiency shall be a one-time annual gross payment (separate check) on or before December 1st of each year.

ARTICLE X

VACATIONS - HOLIDAYS

Section 1. Employees shall be eligible for vacation leave with pay after one (1) year of service with the City. Vacation time shall be earned annually as follows:

After one (1) year continuous service.... two weeks
After six (6) years' continuous service.... three weeks
After twelve (12) years' continuous service..... four weeks
After seventeen (17) years' continuous service...five weeks

The City will permit up to two (2) weeks of vacation to be taken one day at a time with advanced written permission of the Police Department management.

Section 2. Vacation time must be used prior to December 31 of the year in which it is earned. After the first twelve (12) months of service, vacation leave shall accrue on a calendar (January 1 to December 31) basis. No more than one (1) officer

per shift shall be allowed off for vacation at any one time. In case of emergency or unusual circumstances requiring a patrolman to work during their vacation period, the patrolman shall receive compensation for the time he would have had as vacation, if recommended by the Chief and approved by City Council.

Section 3. For purposes of this Article, length of service shall be determined by the date of hire or date of appointment or election and qualification for office of each employee. No vacation credit shall be given to any employee hired by the City who has previously accumulated vacation time due from another public employer.

Section 4. Selection of Vacations.

(a) Each January, each employee, in order of seniority, shall specify on a list provided by the City the weeks (maximum of two (2) weeks) he or she desires to take off for vacation. Separate vacation lists shall be provided for each shift. No more than one (1) employee per shift shall be allowed off for vacation at any one time. After all employees have been provided the opportunity to select their initial two (2) week vacation period, those employees entitled to additional weeks of vacation shall choose, one (1) week at a time, from the

available weeks remaining on the vacation list for his or her shift. Such procedure shall be followed until all employees have exhausted their vacation entitlement. Employees may hold a maximum of two (2) weeks of vacation per year to be split into single days. All selections must be made prior to January 31 of each year. As indicated, vacations, insofar as practicable, will be granted according to employee requests. However, the Chief shall have exclusive authority to allot vacation periods and to change such allotments.

Section 5. **Holidays.** Each employee shall be entitled to thirteen (13) paid holidays (104 hours) per calendar year, as approved by the Chief of Police, as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	(2) Personal Days

No police employee shall be entitled to time off on a city, state or federal holiday unless such time is requested and approved by the Police Chief, providing the request is submitted no later than forty-eight (48) hours before the commencement of the holiday (except in cases of emergency as determined by the

Chief or his designee). Employees who are required to work on a holiday shall be paid one and one-half (1-1/2) times their regular rate of pay.

Section 6. Employees shall be entitled to priority holiday picks for six (6) of their thirteen (13) paid holidays per calendar year. Priority picks shall be made in order of request and must be exercised at least thirty (30) days prior to the requested date. The City will guarantee one (1) priority pick per shift per day. Additional priority picks may be exercised upon approval of the Chief of Police. No priority picks may be made on any city, state or federal holidays. No priority picks shall be granted between December 13th and December 31st of any year. Before offering overtime as a result of any priority holiday pick, the City reserves the right to cover staffing by offering shift changes to employees on a voluntary basis or the same may be covered by an officer assigned to a swing shift assignment.

ARTICLE XI

HOSPITALIZATION AND LIFE INSURANCE

Section 1. (a) The City will make available group insurance benefits including health and vision in accordance

with attached Exhibit "A" or overall equivalent benefits provided by another carrier.1

Effective January 1, 2011, all employees shall contribute eight percent (8%) of the premium for family health insurance and eight percent (8%) of the premium for single health insurance. However, employee contributions shall not exceed ninety dollars (\$90.00) per month.

The City shall create a Section 125 plan, which will permit the City to make the contributions on a pre-tax basis.

(b) Newly-hired employees will be provided group insurance benefits upon completion of their insurance enrollment period or a period of three (3) months of continuous active service, whichever comes first.

(c) The City will provide dental insurance in accordance with attached Exhibit "B".

(d) The City shall provide prescription benefits in accordance with attached Exhibit "C".

Section 2. **Life Insurance.** The City shall provide a term life insurance policy, with a face value of \$20,000.00, to each employee. An employee, at his/her own cost, may request an additional \$20,000.00 of life insurance coverage, provided the

employee authorizes a payroll deduction to cover the premium of the additional life insurance coverage.

ARTICLE XII

SICK LEAVE

Section 1. Each full-time member of the bargaining unit shall be entitled to sick leave of 3.1 hours for each completed eighty (80) hours of service. Employees may use sick leave, upon approval of the Chief or his designee, for absence due to illness, injury, or exposure to a contagious disease that could be communicated to other employees. Unused sick leave shall be cumulative without limit for a maximum period of twenty-eight (28) years.

Section 2. When sick leave is used, it shall be deducted from employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The Chief or other responsible administrative officer shall require the employee to furnish a qualified affidavit that his absence was caused by illness due to any of the causes mentioned in this section, if such absence was in excess of three (3) days or for a lesser period of time, if the Chief or his designee feels that such affidavit is necessary to prevent abuse of the provisions

of this Article. The City reserves the right to require each employee applying for sick leave to be examined by a doctor named by the City to ascertain the nature and extent of illness claimed. Employees abusing the provisions of this Article are subject to discipline, up to and including discharge.

Section 3. Each employee with ten (10) or more years of service shall be entitled to withdraw pay from their accumulated sick time at any period prior to their retirement, provided their request for early withdrawal is made in writing to the Director of Finance in January of each year on a form provided by the City. The maximum withdrawal is ten thousand dollars per year by any eligible employee. Additional withdrawals may be approved by the Director of Finance.

Section 4. Early withdrawal compensation of sick time will be computed on the basis of an employee's hourly rate of pay at the time of hire, combined with the hourly rate of pay at the time of his or her withdrawal, divided by two and multiplied by their accumulated sick hours being withdrawn at the time.

Section 5. Employees who have acquired ten (10) or more years of service shall, at the time of their retirement, receive pay for unused sick leave based upon their hourly rate of pay at

the time in which they were hired combined with the hourly rate of pay at their retirement divided by two and multiplied by his or her accumulated sick time hours. Such payment shall be made only to an employee or the employee's estate.

Section 6. For the purpose of such payment, the maximum permitted accumulation of unused sick time shall not exceed twenty-eight (28) years of service from an employee's anniversary date of hire. However, an employee retained in the employment of the City after twenty-eight (28) years of service shall be permitted to accumulate sick time hours solely for the purpose of sick leave in any given year thereafter.

Section 7. For purposes of compensation under this provision, hourly rate of pay shall be defined as an employee's actual base rate excluding all other wage related benefits.

Section 8. Eighteen (18) hours of compensatory time shall be accrued by every bargaining unit member for each six (6) month period without sick time.

ARTICLE XIII

LINE OF DUTY INJURY LEAVE

An employee who is disabled as a result of the performance of duties as a full-time employee of the City (including

training), if such disability prevents them from performing duties as such municipal employee, shall be paid their monthly salary during the continuance of such disability, but for a period not to exceed 180 calendar days from the date that such disability was incurred less, however, any sums paid as benefits to such disabled municipal employee by any pension fund established by the City and the Workmen's Compensation Fund of the State subject, however, to the following conditions and provisions:

(a) A certificate of the attending physician or surgeon certifying to the disability and the cause thereof shall be filed with the Safety Director within ten days of the date of injury. The Safety Director shall have the right to designate a physician and/or surgeon at any time to examine the applicant at any time during such disability and shall have access to and copies of all medical, hospital and x-ray reports connected therewith furnished upon request.

(b) In the event a disagreement as to the nature of such disability arises between the attending physician and the examining physician for the City, such two physicians shall, upon written request of either party, name a third physician

and/or surgeon who shall, within ten (10) days thereafter, make an examination and report his/her findings and opinion to the Safety Director and the claimant, and whose report shall be final. Each party shall pay one-half (1/2) of such examination expense.

(c) Should the attending physician and the examining physician of the City be unable to agree upon a third physician, then The President of the Academy of Medicine of the City of Cleveland shall be requested to name such third physician, whose opinion shall be acted upon and whose services shall be paid for as set forth in the foregoing subsection.

(d) As a condition precedent to receiving the benefits provided for in this section, the employee shall assign to the City that portion of their cause of action against any third party or parties responsible for the disability in the amount of the payments made by the City pursuant to this section.

(e) Line of duty injury leave shall not reduce an employee's accumulated sick time.

ARTICLE XIV

MATERNITY LEAVES

Each female employee of the City shall be notified that it is the policy of the City of Bedford Heights to treat maternity-related matters of pregnancy, childbirth and related medical conditions as follows:

- (a) Any disability caused or contributed to by maternity-related matters of pregnancy, childbirth, or related medical conditions shall be treated the same as disabilities caused or contributed to by other medical conditions. It is determined that a reasonable recuperation period, in the absence of extenuating medical problems, should not exceed 60 calendar days. (60 calendar days equals 8.5 weeks or 43 sick days).
- (b) Any employee required to be absent from work due to pregnancy, childbirth, or related medical conditions shall be entitled to use any existing sick leave for medical treatment for the employee or her child and for a period of time for recuperation of the employee not necessitating medical treatment not exceeding a total of 43 sick days.
- (c) In the event that an employee desires to not use sick leave credits for pregnancy-related matters, she may request and receive a leave of absence without pay for a period of 60 calendar days, provided that such leave of absence shall be requested before sick leave is used for such purpose and further provided that once such leave of absence is granted, the employee shall not thereafter be entitled to use sick leave for pregnancy-related matters.
- (d) The employee shall apply for any necessary sick leave or shall apply for a leave of absence in lieu of sick leave upon the basis of pregnancy, childbirth or

related medical condition as soon as she becomes aware of such condition.

- (e) An employee may use, but shall not be required to use, vacation time for periods of disability caused or related to pregnancy, childbirth, or related medical conditions upon her written request.
- (f) In the further event that an employee requires more time than she has entitlement to based upon sick leave, such employee may be granted up to a combination of 60 calendar days of sick leave, vacation time upon her written request and a leave of absence, without pay, during which her re-employment shall be guaranteed. For example, in the event an employee has sick leave entitlement to cover only 30 calendar days, she will be granted a leave of absence, without pay, for an additional 30 calendar days in order to have a minimum of 60 calendar days.
- (g) In order to use sick leave for maternity matters beyond the 43 sick days, the employee shall be required to submit a doctor's report setting forth that the employee is not physically capable to perform her duties and the specific medical problems of herself or her child which are causing such disability. Failure to supply such evidence of disability before the end of the 60 calendar day period will be considered an abuse of sick leave privileges.
- (h) Due to unusual or prolonged medical problems, additional sick leave or leave of absence may be granted upon recommendation of the department head and approval of the Mayor for good cause shown.
- (i) During any leave of absence for such purposes, the employees' benefits other than pay or compensation shall continue to accrue.

ARTICLE XV

FUNERAL LEAVE

Section 1. When death occurs in an employee's immediate family (i.e., spouse, child, parent, grandparent and parent-in-law, brother and sister-in-law, brother, sister and spouse's grandparent), an employee, upon request, will be excused for up to three (3) consecutive scheduled days which include the day of the funeral (or for such fewer days as the employee may be absent), on which he otherwise would have worked and provided he attends the funeral service or memorial service in lieu of the funeral service. Such payment will be at the employee's normal rate. Payment under this provision will not be made if it duplicates payment received for any other reason.

If additional time is needed, the employee, upon request and approval, may apply sick days unless circumstances preclude such application, at which time the employee and Chief may agree to another method.

Permission to attend any funeral service for individuals not defined herein may be requested by a Police Officer pursuant to permission of the Police Chief.

ARTICLE XVI

LEAVES OF ABSENCE

Section 1. Military Leave. Employees shall be granted leaves of absence for military duty in accordance with federal and state law. In the case of a declared war, the City shall pay the difference between the employee's pay with the City and his or her military pay.

Section 2. Jury Duty. An employee, while serving upon a jury in any court of record, shall be paid at his regular salary rate for each of his work days during the period of time so served.

Section 3. Unpaid Personal Leave. Leaves of absence for good reasons without pay may be granted at the sole discretion of the Chief and the Mayor.

ARTICLE XVII

**CLOTHING ALLOWANCE AND
UNIFORM MAINTENANCE ALLOWANCE**

Section 1. Clothing Allowance. Each full-time member of the Division of Police regardless of rank, shall receive, in addition to his regular compensation, an annual allowance toward

the purchase of regularly prescribed uniform and police-related equipment. Such allowance shall be a maximum of Four Hundred Seventy-five Dollars (\$475.00) in any twelve-month period, except that the maximum allowance for all new appointees during their first year of service shall be in such amount as is approved by the Chief to provide sufficient adequate uniforms and equipment. All such uniforms and equipment shall be purchased by the employee who shall present to the Chief or his designee a proper receipt of such expenditures. The uniform allowance shall be paid by check issued to the employee and distributed to the Chief or his designee in the amount of Two Hundred Thirty-seven and 50/100 Dollars (\$237.50) on April 15, and Two Hundred Thirty-seven and 50/100 Dollars (\$237.50) on October 15 of each year. Distribution of the checks shall be made by the Chief or his designee to the employees upon presentation to the Chief or his designee of the above-required receipts. The Chief or his designee shall collect all such receipts and forward them to the Director of Finance.

Each full-time member of the Division of Police shall, in addition to the above, receive an annual maintenance allowance as follows: Six Hundred Seventy-five Dollars (\$675.00) for 2011,

Six Hundred Seventy-five Dollars (\$675.00) for 2012, and Six Hundred Seventy-five Dollars (\$675.00) for 2013 for cleaning of such uniforms. Maintenance allowance shall be issued to the employee and distributed to the Chief or his designee in equal amounts on April 15 and October 15 of each year.

Section 2. Any Patrolman incurring damage or destruction to any personal equipment, clothing or gear in the performance of his official duty shall be entitled to reimbursement from the City upon presentation of a claim to the Chief, with satisfactory proof thereof.

Section 3. Reimbursement of Clothing Allowance. Any uniforms or equipment paid for by the City pursuant to this provision shall be and remain the property of the City during an employee's probationary period. Upon receiving a permanent appointment, such uniform or equipment shall become the property of the employee. All probationary employees who do not receive a permanent appointment or leave the City during the probationary period shall return to the City all uniforms and equipment paid for by the City.

ARTICLE XVIII

SENIORITY

Section 1. Seniority for a full-time employee shall be that employee's length of continuous service with the City. For the purpose of calculating length of service, the date of an employee's service shall be counted from his most recent date of hire. An employee shall have no seniority during his probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 2. Seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged for cause;
- (c) Is laid off more than one (1) year;
- (d) Is absent without notice for five (5) consecutive duty days;
- (e) Fails to report for work when recalled from layoff within three (3) work days from the date on which the City sends or delivers the employee notice by certified mail (return receipt requested) (to such employee's last known address as shown on the City's records).

Section 3. Probationary Period.

(a) All new employees shall be considered to be on probation for a period of eighteen (18) months from the date of

employment. If the conduct, capacity, fitness or aptitude of a probationary employee is unsatisfactory, he may be discharged at the sole discretion of the appointing authority at any time. Such employee shall not be subject to the grievance procedure.

(b) If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to the above probationary provisions.

Section 4. For the term of this agreement, in the case of a personnel reduction, the employee with the least seniority, regardless of classification or position, shall be laid off first. Employees shall be recalled in order of their seniority, regardless of their classification or position. No new employee shall be hired until laid-off employees have been given ample opportunity to return to work.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important obligations and responsibilities,

both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Accordingly, every employee shall have the right to present his grievance in accordance with the procedures herein, free from any interference, coercion, restraint, discrimination or reprisal.

Section 2. A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misrepresentation of the specific and express written provisions of this Agreement and disputes arising out of any disagreement pertaining to wages, discrimination, working conditions, or discipline.

Section 3. Definitions:

- (a) Aggrieved Party. The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually filing the grievance.
- (b) Party in Interest. A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

(c) Day. A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and holidays as provided for in this Agreement.

Section 4. If a grievance affects a group of employees associated with an Employer-wide controversy or is of an emergency nature, it may be submitted at Step 2.

Section 5. An employee who is suspended, reduced in pay or grade, or terminated for cause may appeal such decision under the grievance procedure.

Section 6. The preparation and processing of grievances shall be conducted during the non-working hours, except as provided herein.

Section 7. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having such grievance informally adjusted without submitting a formal grievance pursuant to the terms of this Agreement. In the event a grievance is adjusted without the filing of a formal grievance, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be

final. In addition, said adjustment shall not create a precedent or ruling binding upon the City in future proceedings.

Section 8. The existence of this grievance procedure shall not be deemed to require any employee to pursue the remedies herein and shall not impair or limit the right of any employee to pursue any other remedies. If an employee pursues other remedies not provided herein, he is deemed to automatically waive and forfeit the remedies provided by this grievance procedure.

Section 9. Time limits provided herein will be strictly adhered to. Any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the City fails to reply within a specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

Section 10. This procedure shall not be used for the purpose of adding to, subtracting from or altering in any way any of the provisions of this Agreement.

Section 11. Procedure.

Step 1:

An employee may present his grievance orally or in writing to the respective Bureau Commander (Uniform Patrol Commander or Investigations Commander), through the F.O.P. representative or personally. The Bureau Commander shall attempt to adjust the matter in a meeting between the F.O.P. representative, the aggrieved and himself. If the grievance is presented orally and the Bureau Commander's disposition is not satisfactory, the matter shall be reduced to writing on the forms provided by the F.O.P. When the grievance is reduced to writing, there should be set forth in the same space provided all of the following:

- (a) A statement of the grievance clearly indicating the question raised by the grievant;
- (b) Remedy or correction which is desired;
- (c) A section or sections of the Agreement, if any, relied upon or claimed to have been violated; and
- (d) The date the grievance occurred.

The Bureau Commander shall give his answer in writing within five (5) days. In the event the grievance is not satisfactorily settled in Step 1, the aggrieved party may

appeal in writing to Step 2 within five (5) days of receipt of the Bureau Commander's disposition.

Step 2:

Within ten (10) days of appeal to Step 2, there shall be a meeting between the employee, the F.O.P. representative and the Chief, at which time the grievance shall be discussed. The Chief shall render a disposition in writing within ten (10) days following the meeting.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal may be filed with the Mayor within five (5) days from the date of the Chief rendering his decision. A copy of the Chief's decision shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of receipt of the written appeal. The hearing will be held with the aggrieved party and his F.O.P. representative. Either party may, if they so desire, produce witnesses if necessary to provide information to the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the F.O.P.'s representative with a copy

to the employee within twenty (20) days from the date of the hearing.

ARTICLE XX

ARBITRATION

Section 1. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by default of the City, then within three (3) days after the rendering of the decision at Step 3 or a default by the City at Step 3, the F.O.P. may submit the grievance to arbitration. Within this three (3) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, either party may request that the American Arbitration Association ("AAA") submit a panel of seven (7) arbitrators from its National Academy panel, and the arbitrator shall be selected in accordance with AAA's then-applicable rules.

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

that itself is contrary to law or violates any terms and conditions of this Agreement.

Section 3. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

Section 4. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of American Arbitration Association.

Section 5. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 7. The F.O.P. agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the F.O.P. failed to fairly represent a member of the bargaining unit in the exercise of his rights in this procedure.

ARTICLE XXI

NO STRIKE/NO LOCKOUT

Section 1. The F.O.P. shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walkout, concerted sick leave, work stoppage, sympathy strikes, picketing or interference of any kind and any operation of the City.

Section 2. Any employee who violates Section 1 of this article shall, at the discretion of the City, be subject to discharge or other disciplinary action by the City.

Section 3. The F.O.P. shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this article. In the event any violation of Section 1 of this article occurs, the F.O.P. shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage or other interference at any operations of the City are prohibited and are not in any way sanctioned or approved by the F.O.P.

Furthermore, the F.O.P. shall also immediately advise all employees to return to work at once.

Section 4. The City shall not lock out any employees for the duration of this agreement.

ARTICLE XXII

PHYSICAL EXAMINATIONS

The City may require employees of the Division of Police to submit to a complete physical examination and a complete stress test based upon a schedule as devised exclusively by the contracted physician who is to perform the examination. All employees shall submit to a physical no more than once a year. This examination shall only be related to the ability of the employee to perform his/her job. Each employee shall authorize the physician to submit a written report of the examination findings relative to the ability of the employee to perform his/her job to the Chief.

If an employee is found to be unable to perform his/her duty, the employee may elect to receive a second opinion from a physician of his/her choice, at his own expense. In the event the physician selected by the employee concludes the employee is

able to perform his/her duties, the City and F.O.P. shall agree on a third physician, whose opinion shall control. The cost of the third examination shall be shared by the parties.

ARTICLE XXIII

COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT OR LAYOFF

Section 1. If an employee is eligible to receive vacation, holiday, longevity compensatory time, or any other pay normally received in the course of employment, which also includes pro rata pay due for the current year at the current rate of pay in accordance with the applicable provisions of the ordinance of the City, shall be paid to the employee or in the event of death to the employee's estate.

Section 2. Sick time will be disbursed in accordance with Article XII.

ARTICLE XXIV

MISCELLANEOUS

Section 1. (a) Reimbursement of Training Expenses. If an employee voluntarily terminates his employment with the City within one (1) year from initial date of employment, the employee will reimburse the City for the cost to the City of all

basic and special training, educational courses of study, seminars and any other related special educational programs, as well as related costs, including travel expenses, provided to the employee at the expense of the City.

(b) Any new training, schooling, classification or position will be offered to all existing members before any new members are hired for said purpose.

(c) The City shall pay for schooling and/or training if approved by the Chief.

Section 2. Printing and Supplying. This Agreement and any future Agreement shall be supplied to each employee by the City and the F.O.P. within thirty (30) days after execution of the Agreement at no cost to the employee. The City shall supply the F.O.P. with necessary paper, and the F.O.P. shall print the agreement and supply each member with a copy of the agreement.

Section 3. Damage to Property and Vehicles. Employees entrusted with City vehicles or property, who through their own negligence damage such vehicles or property, shall be subject to disciplinary action, which shall be grieved through the grievance/arbitration procedure.

Section 4. Infectious Disease. The City will provide required medical attention, including inoculations for employees or family members who either contract infectious disease or may be exposed to infectious disease that arises directly out of the work environment.

Section 5. Should any other safety force bargaining unit (i.e. fire or police promoted) receive wage increases and/or other economic enhancements for calendar years 2011, 2012 and 2013, the City shall be obligated to re-open negotiations with F.O.P. Lodge #67 solely on those issues.

ARTICLE XXV

SAFETY AND LABOR RELATIONS COMMITTEE

Section 1. To provide for means of better communication and understanding between the City of Bedford Heights and the Fraternal Order of Police, a Safety and Labor Relations Committee is established. The committee shall consist of no more than two (2) representatives each from the City and the bargaining unit. The chairman of the F.O.P. Negotiating Committee shall notify the Chief of Police as to F.O.P. representatives.

Section 2. The committee shall meet not more than once per calendar quarter to confer on matters of mutual concern. At least one (1) week prior to any quarterly meeting, either party may submit in writing an agenda to be discussed. Individual grievances shall not constitute appropriate subject matter for this committee.

Section 3. The parties have agreed that interdepartmental policy on the following specific subjects will form the Agenda for the initial committee meetings.

Mandatory annual training time for weapons and tactics.

Officer rights to include, at the least, "citizen complaints" and "personnel records." Personnel records discussions will include the length of time matters of derogatory nature should remain in an individual's file.

Patrol officers' advisory input into planned departmental purchases of police equipment (i.e., weapons, radios, vehicles).

Section 4. The Safety-Labor Relations Committee shall be established no later than sixty (60) days after the full execution of the current agreement.

ARTICLE XXVI

PHYSICAL PROFICIENCY

Effective January 1, 2001, the City and Union will develop a Physical Proficiency Program that, if successfully passed by the employee, will result in an annual \$600.00 allowance on the following basis:

- (a) The City and Union shall create a physical standards committee comprised of at least two Union members and no less than one member of management. This committee shall meet during working hours where practical and shall not interfere in the regular duties of the department.
- (b) This committee shall create the standards for physical standards test. Provided, however, that the City shall have the right to implement such test after meeting and discussing with the Union. This test shall have reasonable standards based on those skills necessary for performance as a police officer and must be applied in a fair manner.
- (c) In order to be eligible for the allowance, the employee must qualify no later than December 15 of the test year. Testing shall begin in August of the year. If an employee fails the test, he/she shall have two (2) additional attempts to take the test. These attempts must be no less than two (2) weeks apart. Preparation for this test must be on non-work time and at the employee's own expense.

ARTICLE XXVII

LEGALITY

It is the intent of the City and the F.O.P. that this Agreement comply in every respect with the applicable legal statutes and City Charter provisions and requirements. If it is determined that any provision of this Agreement is in conflict with such statutes or Charter provisions, such provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

ARTICLE XXVIII

OBLIGATION TO NEGOTIATE

Section 1. The City and the F.O.P. 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.

Section 2. For the life of this Agreement, the City and the F.O.P. each voluntarily and unqualifiedly waive the right,

and each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE XXIX

DURATION

This Agreement shall be in full force and effect from January 1, 2011, through December 31, 2013. Upon written notice by either party to the other, given on or before November 1, 2013, negotiations for a new agreement commencing January 1, 2014, shall begin. Such negotiations shall begin within one (1) week after notice is given. If no notice is given then by either party, this Agreement, as in effect on December 31, 2013, will continue in effect for succeeding calendar years, except that either party may, on or before November 1st of each succeeding year, give written notice to negotiate a new Agreement to commence the following January 1. The provisions of this Agreement except where otherwise indicated shall be effective upon acceptance by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2011.

CITY OF BEDFORD HEIGHTS

FRATERNAL ORDER OF POLICE,
LODGE #67 - BEDFORD HEIGHTS
DIVISION

By: _____
Mayor Fletcher D. Berger

By: _____

By: _____
Kenneth A. Schuman
Labor Counsel

By: _____

By: _____
Robert M. Phillips
F.O.P. #67 General Counsel

Approved:

Ross S. Cirincione
Law Director

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF BEDFORD HEIGHTS

AND

**FRATERNAL ORDER OF POLICE, LODGE #67
BEDFORD HEIGHTS DIVISION**

Article 7, Section 1, needs to be amended to reflect the following change:

Section 1. The work year is 2,080 hours.

Article 7, Section 3, needs to be amended to reflect the following change:

Section 3. No employee shall be entitled to overtime compensation for regularly assigned shifts. Nor shall an employee be entitled to overtime compensation if he voluntarily works an additional shift as a favor to another police employee to be repaid by the other employee in terms of extra duty at a later date (commonly referred to as "trading shifts") even though such shift trade requires approval of the Chief or his designee.

Article 7, Section 4, needs to be amended to reflect the following change:

Section 4. Employees shall be compensated for overtime hours worked in excess of twelve (12) hours in a day. In the event the City of Bedford Heights reverts back

to eight (8) hour shifts, employees will be compensated for overtime hours worked in excess of eight (8) hours in a day. Overtime shall be defined as compensation or compensatory time, and shall be calculated at the rate of time and one-half an employee's regular base rate, including longevity, divided by 2,080 hours. There shall be no adjustment for special assignment pay arising from overtime compensation. Sick leave shall be excluded from the calculation of time and active pay status for overtime purposes.

Article 7, Section 7(a), needs to be amended to reflect the following change:

Section 7. Court Time.

(a) Police employees, when required to appear in Bedford Municipal Court at a time when the beginning and end of the appearance is wholly during off duty hours, shall be paid for the actual time spent in attendance at such Court (including reasonable travel time) at a minimum of three (3) hours of regular base pay, or overtime, whichever is appropriate. Employees required to appear in any other court shall be paid for the actual time spent in attendance at court or a minimum of four (4) hours. If an officer has worked the night shift the evening before a court appearance, the officer shall be paid for the actual

time spent in attendance at court or a minimum of four (4) hours. In the event that an employee is required to report to duty earlier than normally scheduled in order to appear in Court, following which he/she commences his/her normal shift of duty, or is required to remain on duty after his/her normal shift of duty, or is required to remain on duty after his/her normal quitting time to complete a Court appearance which begins while on duty, he/she shall be treated as being on overtime during those extra hours, instead of the foregoing minimums. No person shall be entitled to payment under this Section unless required to appear in Court by the directive of a superior, by a directive of the Department of Law, or by subpoena legally issued and served in a case in which the City is a party to the action, either directly or as the arresting entity in a criminal action prosecuted in the name of the State of Ohio.

Article 10, Section 1, needs to be amended to reflect the following change:

Section 1. Employees shall be eligible for vacation leave with pay after one (1) year of service with the City.

Vacation time shall be earned annually as follows:

After one (1) year continuous service	80 hours
After six (6) years' continuous service	120 hours
After twelve (12) years' continuous service	160 hours
After seventeen (17) years' continuous service	200 hours

The City will permit up to eighty (80) hours of vacation to be taken one (1) day at a time with advanced written permission of the Police Department management.

Article 10, Section 4(a), needs to be amended to reflect the following change:

Section 4. Selection of Vacations.

(a) Each January, each employee, in order of seniority, shall specify on a list provided by the City the weeks (maximum of eighty (80) hours) he or she desires to take off for vacation. Separate vacation lists shall be provided for each shift. No more than one (1) employee per shift shall be allowed off for vacation at any one time. After all employees have been provided the opportunity to select their initial eighty (80) hours of vacation, those employees entitled to additional weeks of vacation shall choose forty (40) hours at a time from the available weeks remaining on the vacation list for his or her shift. Such procedure shall be followed until all employees have exhausted their vacation entitlement. Employees may hold a maximum of forty (40) hours of vacation per year to be split into single days. All selections must be made prior to January 31 of each year. As indicated, vacations, insofar as practicable, will be granted according to employee requests. However, the Chief shall have exclusive

authority to allot vacation periods and to change such allotments.

Article 10, Section 5, needs to be amended to reflect the following change:

Section 5. **Holidays.** Each employee shall be entitled to 104 hours of paid holidays per calendar year, as approved by the Chief of Police, as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	(2) Personal Days

No police employee shall be entitled to time off on a city, state or federal holiday unless such time is requested and approved by the Police Chief, providing the request is submitted no later than forty-eight (48) hours before the commencement of the holiday (except in cases of emergency as determined by the Chief or his designee). Employees who are required to work on a holiday shall be paid one and one-half (1-1/2) times their regular rate of pay.

Article 10, Section 6, needs to be amended to reflect the following change:

Section 6. Employees shall be entitled to forty-eight (48) hours of priority holiday picks per calendar year. Priority picks shall be made in order of

request and must be exercised at least thirty (30) days prior to the requested date. The City will guarantee one (1) priority pick per shift per day. Additional priority picks may be exercised upon approval of the Chief of Police. No priority picks may be made on any city, state or federal holidays. No priority picks shall be granted between December 13th and December 31st of any year. Before offering overtime as a result of any priority holiday pick, the City reserves the right to cover staffing by offering shift changes to employees on a voluntary basis or the same may be covered by an officer assigned to a swing shift assignment.

Article 12, Section 1, shall be amended to reflect the following change:

Section 1. Each full-time member of the bargaining unit shall be entitled to sick leave of 6.2 hours for each 28-day period of service completed on behalf of the City of Bedford Heights. Employees may use sick leave, upon approval of the Chief or his designee, for absence due to illness, injury, or exposure to a contagious disease that could be communicated to other employees. Unused sick leave shall be cumulative without limit for a maximum period of twenty-eight (28) years.

Police

IN WITNESS WHEREOF, the parties have hereunto set their hands this 23rd day of September, 2011.

CITY OF BEDFORD HEIGHTS

FRATERNAL ORDER OF POLICE,
LODGE #67 - BEDFORD HEIGHTS
DIVISION

By: Fletcher Berger
Mayor Fletcher D. Berger

By: Kenneth A. Schuman

By: Kenneth A. Schuman
Kenneth A. Schuman
Labor Counsel

By: Robert M. Phillips

By: Robert M. Phillips
Robert M. Phillips
F.O.P. #67 General Counsel

Approved:

Ross S. Cirincione
Ross S. Cirincione
Law Director

RECEIVED
SEP 27 2011
F.O.P. #67

Article XIX Grievance Procedure

Police
Memo of Understanding

Any grievance raised as a direct consequence of the conversion to twelve-hour shifts will follow the normal grievance procedure in this article only up to Step Two. The Chief of Police or his designee will act as final arbiter, after fair hearing, of such grievances.

MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 23rd day of September 2011.

FOR THE F.O.P.

FOR THE EMPLOYER

By K.H. [Signature]
Dennis Spivak

By Fletcher Bergen
Ronald [Signature]

Approved as to form only:

Approved as to form only:

Robert Phillips K.H.

[Signature]

Date: _____

Memorandum of Understanding
Between
The City of Bedford Heights, Division of Police
And
The Fraternal Order of Police Lodge #67
Bedford Heights Division
(Representing Patrol Officers)

Whereas the administration of the Bedford Heights Police Department plans to change the current Patrol Bureau's work schedule from an eight-hour shift basis to a twelve-hour shift basis upon approval of a majority vote of the current represented membership; it must be stated that institution of this change on the basis of union approval in no way relinquishes any management rights reserved under the current labor agreement, especially Article V, "Management Rights". It is understood that management retains all such rights as well as the right to unilaterally reverse the change and return to eight-hour shift scheduling at any time. This memorandum of understanding shall remain in full force and effect until December 31, 2010, which is the expiration of the current labor agreement.

The change in the scheduling of the Patrol Bureau will necessitate changes in non-contractual policies and procedures of the department. Management upon approval of this memorandum and implementation of the new schedule will amend affected general orders and other policies.

While the scheduling basis for shifts and manpower will be different, it is agreed that employees will continue to work and be paid for 2080 hours per year and that any hours worked in excess of a regular scheduled day or pay period will be compensated by overtime. The change in work schedule will necessitate the institution of the "Kelly Day," or additional day off, to correct for extra hours worked in a regular pay period. It is agreed that management retains the right to schedule "Kelly Days" just as it retains the right to scheduling of workdays in general.

Institution of a twelve-hour shift will require that the current labor agreement be read and understood in light of the scheduling changes. Although these changes are not part of the labor agreement, it is understood that for employees working twelve-hour shifts certain Articles in the labor agreement are to be interpreted differently. For such employees, the Articles in the labor agreement are to be read as follows:

Article VII Hours of Work and Overtime

Section 1. *The regular workweek for all employees who normally work eight-hour shifts is forty (40) hours, the workday is eight (8) hours and the work year is 2,080 hours. The regular work period for all employees affected by this memorandum shall be 84 hours in a two-week period. Each affected employee will be granted one twelve-hour*

“Kelly Day” as time off each six weeks to appropriately reduce the total hours worked each pay period, on average, to 80 hours.

Section 3. Base pay contemplates, on the average, five shifts per week of eight hours each for all employees who normally work eight-hour shifts, as set forth in an assignment list published monthly under the direction of the Chief or his designee. No employee shall be entitled to overtime compensation for these regularly assigned shifts. Nor shall an employee be entitled to overtime compensation if he voluntarily works an additional shift as a favor to another police employee to be repaid by the other employee in terms of extra duty at a later date (commonly referred to as “trading shifts”) even though such shift trade requires approval of the Chief or his designee. All employees affected by this memorandum shall not be regularly assigned to work more than one shift in the regular assignment period (42 days) unless changed by mutual consent. All references to “day” in this or other articles in this memorandum of understanding refer to a 12-hour period of time.

Section 4. Employees who normally work an eight-hour shift shall be compensated for overtime hours worked in excess of eight (8) hours in a day or forty (40) hours per week, but not both. Overtime shall be defined as compensation or compensatory time, and shall be calculated at the rate of time and one-half an employee’s regular base rate, including longevity, divided by 2,080 hours. There shall be no adjustment for special assignment pay arising from overtime compensation. Sick leave shall be excluded from the calculation of time in active pay status for overtime purposes. All employees affected by this agreement, for work performed in excess of 84 hours in a two-week pay period, in excess of 12 hours in one day, or on a regularly scheduled “Kelly Day,” when approved by the Chief or his designee, shall be compensated at the rate of one and one-half times the employee’s regular hourly rate for all overtime.

Section 6. Training

(a) For purposes of this Article, all mandatory training, excluding travel time to and from school, shall be considered time worked. All employees attending training which is less than twelve hours in one day, will satisfy the difference in hours to the approval of the Chief or his designee.

(d) Officers who are designated and assigned as Field Training Officers (FTO’s) who normally work eight-hour shifts shall be paid one-hour’s pay for each shift spent in training or retraining employees. FTO’s under this agreement shall be paid one and one-half hour’s pay for each shift spent in training or retraining employees.

Article X Vacations – Holidays

Vacation time will remain as is under the current labor agreement, however, it will be converted from weeks/days to hours for documentation purposes. Vacation days must be used in twelve-hour increments. Any vacation time earned in excess of twelve-hour increments must be used as a single block of time off less than twelve hours.

<i>After one (1) year continuous service</i>	<i>80 hours</i>
<i>After six (6) years continuous service</i>	<i>120 hours</i>
<i>After twelve (12) years continuous service</i>	<i>160 hours</i>
<i>After seventeen (17) years continuous service</i>	<i>200 hours</i>

Section 5. Holidays

For all employees who normally work an eight-hour day, each employee shall be entitled to thirteen (13) paid holidays per calendar year, as approved by the Chief of Police...

Each employee covered under this agreement shall be entitled to 104 hours of paid holiday time per calendar year. The Holiday time will be accounted for similar to compensatory time, in one-hour increments.

Section 6.

Employees under this agreement shall be entitled to priority holiday picks for four (4) shifts per calendar year.

Article XII Sick Leave

Section 1.

Each full-time member of the bargaining unit shall be entitled to sick leave of 3.1 hours for each completed eighty (80) hours of service. All employees affected by this memorandum shall earn sick leave at a rate of 3.1 hours per each completed two-week pay period at 84 hours in active pay status.

Article XV Funeral Leave

Section 1.

For all employees affected by this memorandum: When death occurs in an employee's immediate family an employee, upon request, will be excused for up to two (2) consecutive scheduled days which include the day of the funeral.

Article XVI Leaves of Absence

Section 2. Jury Duty

An employee, while serving upon a jury in any court of record, shall be paid at his regular salary rate for each of his workdays during the period of time so served. Officers will consider a jury duty day to be a work day if the Officer was normally scheduled to work on that day, however, additional hours to complete the twelve-hour work day will satisfy the difference in work or earned time to the approval of the Chief or his designee. Officers scheduled to work the night shift prior to jury duty day will be granted the night off.

Article XIX Grievance Procedure

Any grievance raised as a direct consequence of the conversion to twelve-hour shifts will follow the normal grievance procedure in this article only up to Step Two. The Chief of Police or his designee will act as final arbiter, after fair hearing, of such grievances.

MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 2011.

FOR THE F.O.P.

FOR THE EMPLOYER

By _____

By _____

Approved as to form only:

Approved as to form only:

Date: _____