



11-10-14  
14-MED-07-0957  
0534-03  
K31280

**AGREEMENT**

**BETWEEN**

**CITY OF BEACHWOOD**

**AND**

**FRATERNAL ORDER OF POLICE  
BEACHWOOD LODGE 86  
(SERGEANTS AND LIEUTENANTS)**

**Effective November 1, 2014, through October 31, 2017**

TABLE OF CONTENTS

	<u>PAGE NO.</u>
ARTICLE 1 - RECOGNITION: BARGAINING UNIT .....	1
ARTICLE 2 - MANAGEMENT RIGHTS .....	2
ARTICLE 3 - NO STRIKE/NO LOCKOUT .....	2
ARTICLE 4 - NON-DISCRIMINATION .....	3
ARTICLE 5 - GRIEVANCE - ARBITRATION .....	3
ARTICLE 6 - GRIEVANCE PROCEDURE .....	3
ARTICLE 7 - GRIEVANCE: TIMELINESS.....	5
ARTICLE 8 - WAGES, OVERTIME AND COMPENSATORY TIME ...	6
ARTICLE 9 - LONGEVITY FOR YEARS OF SERVICE .....	9
ARTICLE 10 - WORKWEEK: HOURLY RATE .....	9
ARTICLE 11 - SHIFT RESCHEDULING .....	10
ARTICLE 12 - DUES DEDUCTION .....	10
ARTICLE 13 - VACATION AND HOLIDAYS .....	11
ARTICLE 14 - HOSPITALIZATION .....	12
ARTICLE 15-PENSIONS.....	16
ARTICLE 16 - UNIFORMS AND EQUIPMENT .....	16
ARTICLE 17 - SICK LEAVE, INJURY LEAVE, BEREAVEMENT LEAVE AND SWITCH TIME .....	17
ARTICLE 18 - USE OF LEAVE TIME .....	19
ARTICLE 19 - MILITARY LEAVE.....	19
ARTICLE 20 - RETIREMENT; TERMINATION .....	19
ARTICLE 21 - UNFAIR LABOR PRACTICE .....	20
ARTICLE 22 - PERSONNEL FILES AND POLICY .....	20
ARTICLE 23 - LEGALITY .....	21
ARTICLE 24 - TRAINING TIME .....	22
ARTICLE 25 - DURATION .....	23

## AGREEMENT

**T**his Agreement is entered into between the CITY OF BEACHWOOD (hereinafter referred to as the "City"), and FRATERNAL ORDER OF POLICE, LODGE 86 (hereinafter referred to as "F.O.P.").

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve essential services to the citizens of Beachwood, establish a basis for securing cooperation and goodwill between the City, and its employees, and sets forth the basic understanding between the parties covering the rates of pay, hours of work, and other conditions of employment for employees represented by the Union. The undersigned hereby agree that the Collective Bargaining Agreement between the City and F.O.P. to expire on October 31, 2014, is hereby superseded by this Agreement.

### ARTICLE 1

#### RECOGNITION; BARGAINING UNIT

The City recognizes the F.O.P. as the sole and exclusive bargaining representative for all sworn officers in the rank of Sergeant and Lieutenant, including Lieutenants appointed by the Mayor to serve the additional duties of any rank above Lieutenant, excluding the Patrol Officers and Chief of Police, who are employees of the Police Department for the purpose of establishing rates of pay, wages, hours and other conditions of employment, who shall be "bargaining unit one."

Lieutenants holding the title of Commander or such other title as determined by a legislative action of City Council, shall serve at the pleasure of the Mayor and their administrative duties, stipend and removal from the position of Commander or other such titled classification are governed exclusively by the City's Codified Ordinances, and such removal from office shall not be subject to the grievance procedure set forth herein.

## ARTICLE 2

### MANAGEMENT RIGHTS

The management and direction of the working force in all its phases are vested and shall remain vested exclusively in the City, and this shall include but shall not be limited to: the right to manage the operations, control the premises; direct the working forces; maintain efficiency of operations; the sole right to hire, discipline, and discharge for just cause; lay off and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force; the number of shifts required, and work schedule; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, lunch periods and leave of absence, subject only to the restrictions governing the exercise of these rights as are expressly provided herein; and the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists and the original appointments from the eligible lists, as defined in O.R.C. Section 4117.08(c).

## ARTICLE 3

### NO STRIKE/NO LOCKOUT

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 strikes, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage, picketing, or interference of any kind at any operation of the City for the duration of this Agreement.

Violations of the preceding paragraph shall be proper cause for discharge or other disciplinary action.

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 violations of the first paragraph. In the event any violation occurs, the F.O.P. shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation of the City is prohibited and 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.

The City shall not lock out any employees for the duration of the Agreement.

#### **ARTICLE 4**

##### **NON-DISCRIMINATION**

Both the City and the F.O.P. recognize their respective responsibilities under 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 commitments, legal and moral, not to discriminate or show favoritism in any manner relating to employment on the basis of race, color, creed, national origin, sex, or F.O.P. activities.

#### **ARTICLE 5**

##### **GRIEVANCE-ARBITRATION**

The F.O.P. has the right to represent exclusively the member employees in both of the aforesaid bargaining units and the right to unchallenged and exclusive representation until October 31, 2017, as defined by O.R.C. Section 4117.04(A).

#### **ARTICLE 6**

##### **GRIEVANCE PROCEDURE**

A grievance is a dispute or difference between the City and the F.O.P., or between the City and an employee other than probationary employees, concerning the interpretation and/or application of any provision of this Agreement and any

disciplinary actions. Whenever the words "Mayor" or "Chief of Police" are used in this contract, they may act by a designee. When any such grievance arises, the following procedure shall be observed:

**Step 1(A)**

An employee who has a grievance may take it up orally with his immediate supervisor, either alone or accompanied by his F.O.P. representative, who may be present throughout all stages of the grievance procedure, within seven (7) calendar days after the employee has knowledge, or should have had knowledge, of the event or events upon which his grievance is based. The immediate supervisor shall give his answer to the employee within seven (7) calendar days after the grievance is presented to him.

**(B)**

With the exception of verbal or written reprimands, an employee may be entitled to an informal hearing before the Chief of Police prior to the implementation of the disciplinary action of suspension, demotion, or discharge at the discretion of the Chief. Such request shall be in writing to the Chief within one (1) calendar day following the supervisory answer in Step 1. Such informal hearing shall occur as soon as reasonably possible.

**Step 2**

If the employee's grievance is not satisfactorily settled in Step 1, the grievance shall, within seven (7) calendar days after the receipt of the Step 1 or Step 1(A) answer, be reduced to writing and filed with the Chief of Police, setting forth the complete details of the grievance, i.e., the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested, dated, and signed by the employee. The Chief shall give a written answer within seven (7) calendar days after the receipt of said grievance in writing.

**Step 3**

If the grievance is not satisfactorily settled at Step 2, the employee may, within seven (7) calendar days after the receipt of the Step 2 answer, appeal in writing to the Mayor. The Mayor shall give a written answer within fourteen (14) calendar days after said grievance is received.

**Step 4**

If the grievance is not satisfactorily settled in Step 3, the grievance shall be submitted to the F.O.P. Screening Committee. The Screening Committee will then review the merits of the grievance and decide, not later than fourteen (14) days after the City's Step 3 answer was issued, whether or not to recommend further appeal. Should the Committee decide not to

pursue the grievance further, the grievant(s) shall be so informed, and the grievance will be withdrawn from the grievance procedure and the Committee's decision shall be final and binding. Should the Committee decide to process the grievance further, the F.O.P. may file, within fourteen (14) days after the City's Step 3 answer was issued, an appeal with the Mayor. Such appeal shall be in writing and shall include a copy of the original grievance.

**Step 5**

If the grievance is not satisfactorily settled at Step 4, the F.O.P. may submit the grievance to arbitration by notifying the Mayor in writing of its intent to do so within fourteen (14) days after the Step 4 answer was issued. If the City and the F.O.P. cannot agree upon an impartial arbitrator, either party may request a panel of arbitrators from the American Arbitration Association and an arbitrator will be chosen in accordance with the Association's then- applicable rules and regulations. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the parties.

**ARTICLE 7**

**GRIEVANCE; TIMELINESS**

**Section 1.** To be considered valid, a grievance must be made and filed as set forth in this Agreement. A grievance which is not timely filed under this provision shall be considered void.

**Section 2.** Where a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.

**Section 3.** Once a grievance is originally timely filed, the parties may by mutual agreement extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

**Section 4.** The F.O.P. and the F.O.P. Screening Committee shall have final authority, in the F.O.P.'s capacity as exclusive representative of the employees covered

by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure if the F.O.P. or the F.O.P. Screening Committee determines that the grievance lacks merit or justification under the terms of this Agreement or that it has been settled or adjusted in a fair and equitable manner consistent with the terms and spirit of this Agreement and the underlying continuing relationship of the parties. The City may withdraw any grievance it files at any time.

**Section 5.** Should the City file a grievance against the F.O.P. for any violation of this contract, it shall file such grievance in writing with the F.O.P. setting forth the details of the grievance and the violation(s). The parties shall meet within ten (10) days to resolve the grievance. If the grievance remains unresolved (unless the time be extended by mutual agreement), the City may submit the grievance to arbitration with the same procedure as found in Grievance Procedure, Step 5. The City may also elect to request any other remedy provided by the laws of the State of Ohio.

**Section 6.** The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the City, the F.O.P., and the employees.

**Section 7.** The Chief of Police and/or the Safety Director, and the F.O.P., may meet informally to discuss any questions or issues by mutual agreement, or the explanation of any procedure which is ambiguous. Any modification of this Agreement must be in writing and signed by all parties.

## **ARTICLE 8**

### **WAGE; OVERTIME AND COMPENSATORY TIME**

**Section 1. Wages.** (Annual rates of pay; payable bi-weekly). Effective November 1, 2014, wages shall be assessed as follows:

Sergeants

	Current	Effective 11/17/14	Effective 11/1/15	Effective 11/1/16
Year 3-6	\$ 83,775	\$ 85,869	\$ 88,016	\$ 90,216
Year 7-9		\$ 87,402	\$ 89,588	\$ 91,827
Year 10-12		\$ 87,594	\$ 89,784	\$ 92,028
Year 13-15		\$ 87,786	\$ 89,981	\$ 92,230
Year 16-18		\$ 87,977	\$ 90,177	\$ 92,431
Year 19-21		\$ 88,169	\$ 90,374	\$ 92,633
Year 22-24		\$ 88,361	\$ 90,570	\$ 92,834
Year 25+		\$ 88,552	\$ 90,766	\$ 93,035

Lieutenants

	Current	Effective 11/17/14	Effective 11/1/15	Effective 11/1/16
Year 3-6	\$ 93,828	\$ 96,174	\$ 98,578	\$ 101,042
Year 7-9		\$ 97,707	\$ 100,150	\$ 102,653
Year 10-12		\$ 97,899	\$ 100,346	\$ 102,854
Year 13-15		\$ 98,091	\$ 100,543	\$ 103,056
Year 16-18		\$ 98,282	\$ 100,739	\$ 103,257
Year 19-21		\$ 98,474	\$ 100,936	\$ 103,459
Year 22-24		\$ 98,666	\$ 101,132	\$ 103,660
Year 25+		\$ 98,857	\$ 101,328	\$ 103,861

**Rank differential.**

Sergeants shall be paid wages equal to twelve percent (12%) above police officers wages (over 2 years of service).

Lieutenants shall be paid wages equal to twelve percent (12%) above Sergeants wages.

**Specialist Pay.**

Members of the SWAT team, Detectives, bicycle patrol, hostage negotiation and any other specialized units established by the Chief of Police, Evidence Technician and Traffic Bureau will receive an additional four percent (4%) of base pay. Percentage increases for specialist pay will be added to the base rate and computed into overtime.

**Section 2. Overtime; Compensatory time.** Members of the F.O.P. shall be given the option of accumulating not more than one hundred twenty (120) hours of compensatory time off for overtime at the following rate: Overtime shall be paid for, or compensatory time shall be allowed on, the basis of one and one-half (1-1/2) hours' pay or compensatory time for each hour of overtime. There shall be no minimum overtime. Overtime shall be compensated for at the one and one-half (1-1/2) basis only when such employee works not less than forty (40) hours during the week when overtime is required; except that a day taken off as vacation time, compensatory time, sick time, holiday/personal day or "switch time" shall be counted as a day (8 hours) worked for the purpose of computing overtime for that week.

**Section 3. Court Time.** Police officers who are notified to appear in court or are subpoenaed for depositions shall be compensated additionally if not on duty. The minimum time shall be two (2) hours except that three (3) hours shall be the minimum at the Common Pleas Court or Shaker Heights Municipal Court. No compensation shall be paid if the Police Officer's notice or subpoena is canceled prior to 11:00 p.m. that night before the officer is to arrive at the court or deposition.

**Section 4. Call-in.** Police officers who are notified to return to the Police Station for duty during time that they would otherwise be off duty shall receive a minimum of three (3) hours' pay or work provided they respond to the notice by appearing in the station, on the clock, before any notice that the call for duty had been rescinded. Such three (3) hour minimum pay or work shall include travel time of thirty (30) minutes to and from the Police Station. If the mission or assignment for which the call to duty was made concludes before the expiration of the three (3) hour minimum, the officer may elect to go off duty or to accept any other work offered to him.

**Section 5. Holiday Work.** Should an employee be scheduled, and in fact work, on the New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day, he/she shall be paid at the current overtime rate in addition to the other usual treatment of holidays as contained elsewhere in this agreement.

**Section 5.1 Compensation for Working Overtime on a Holiday.** In the event that a member works more than eight (8) hours on a Holiday, the member shall be compensated, for the hours or fraction thereof actually worked in excess of eight (8), at the rate of two and one-half (2½) times the member's straight time hourly rate.

## **ARTICLE 9**

### **LONGEVITY FOR YEARS OF SERVICE**

As of November 17, 2014, the former longevity has been computed based upon the Patrolman's base pay and added to the wage scale based on the percentages below:

Year 7-9	2.00%
Year 10 - 12	2.25%
Year 13- 15	2.50%
Year 16-18	2.75%
Year 19-21	3.00%
Year 22-24	3.25%
Year 25+	3.50%

Separately paid longevity has been eliminated.

## **ARTICLE 10**

### **WORK WEEK; HOURLY RATE**

**Section 1.** A workweek is forty (40) hours and begins with the Sunday night shift at 11:00 p.m., which ends Monday morning of each week. The Chief, at his/her discretion may assign the officers in one or more divisions to alternative shifts of greater than eight (8) hours in length, and the Chief shall not be required to assign all divisions to shifts of the same length. If the Chief elects to assign one or more

divisions to shifts exceeding eight (8) hours, the Fraternal Order of Police (F.O.P.) shall have the right to vote regarding whether or not the provisions of this Agreement authorizing a workday in excess of eight (8) hours should be retained. Any such vote by the F.O.P. shall be held no earlier than twelve (12) and no later than eighteen (18) months after the Chief first implements any shift(s) in excess of eight (8) hours, and may be held only once for each occasion a shift changes. A majority of all of the members of the Fraternal Order of Police (FOP), including Patrol Officers, Sergeants and Lieutenants, shall be required to set aside the authority of the Chief to establish shifts which are more than eight (8) hours in length as set forth in this Article. A workday is at least eight (8) hours.

**Section 2.** The hourly rate shall be the annual rate divided by two thousand eighty (2,080).

## **ARTICLE 11**

### **SHIFT RESCHEDULING**

Whenever any police officer is required to work a shift which varies by more than four (4) hours from the officer's regular shift, and such shift change is made after the regular shift schedule has been posted for that month, except for time periods when being called in early or staying late, the officer shall be paid one-fourth (1/4) hour of extra pay over the officer's regular pay. However, this "extra pay" shall not apply to the first four (4) times of shift rescheduling in any calendar year. . This "extra pay" shall only apply when the rescheduling occurs within the division that the officer is assigned. "Extra pay" shall not apply to a rescheduling that occurs as a result of an officer being reassigned to a different division.

## **ARTICLE 12**

### **DUES DEDUCTION**

Within thirty (30) days of the execution of this Agreement, all employees in the bargaining unit shall either become dues-paying members of the F.O.P., or, as a condition of continued employment, remit to F.O.P. a fair share fee in accord with the

provisions of Ohio Revised Code Section 4117.09(C). Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become members of the F.O.P. or remit the fair share fee. As provided in Ohio Revised Code Section 4117.09(C), nothing in this Article shall be deemed to require any employee to become a member of the F.O.P.

The employer agrees to deduct F.O.P. dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction. The F.O.P. shall indemnify the City and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the City in complying with the provisions of this Article.

### ARTICLE 13

#### VACATION AND HOLIDAYS

##### Section 1. Vacation.

A. Annually, each member of the Police Department in active pay status for twelve (12) months continuous service shall be given two (2) weeks' vacation, provided further that each such full-time member with more than six (6) years of cumulative service shall be granted three (3) weeks' vacation, that each full-time member with more than ten (10) years of cumulative service shall be granted four (4) weeks' vacation, and each full-time member with more than seventeen (17) years of cumulative service shall be granted five (5) weeks' vacation. The Chief of Police shall have the authority to schedule, suspend, postpone or cancel vacation days to meet management needs. Officers who are eligible for an increase in vacation time based upon this schedule shall have the additional hours posted to his/her vacation balance during the first pay period of 2015.

B. Vacations shall accrue each pay period as follows:

2 weeks vacation - 3.08 hours per pay

3 weeks vacation - 4.62 hours per pay

4 weeks vacation - 6.16 hours per pay

5 weeks vacation - 7.70 hours per pay

Members may carry over unused vacation leave at year's end up to a limit of 1.5

times the annual allotment or be eligible to receive a payout of unused vacation hours at the end of each year. Such payout will be administered annually in the months of December and/or January.

C. Any police officer hired after January 1, 1987, who has accumulated and earned vacation time from being employed by the State of Ohio or any of its political subdivisions, and who is then employed by Beachwood within ten (10) years after termination from such other public employer shall be allowed to transfer up to three (3) years of vacation time to his accumulated vacation time with the City. The employee shall advise the City of prior service time within six (6) months of employment with the City. Failure to inform the City constitutes a waiver of prior service credit.

**Section 2. Holidays.** Each member of the Police Department shall be entitled to and receive compensation for the following twelve (12) holidays - New Year's Day, Martin Luther King Day, President's Day, Easter, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day, to be computed on the basis of an eight (8) hour day, each calendar year. If an officer is scheduled and works one of the above listed holidays, he/she will be entitled to utilize that day at another time or be paid the time during the calendar year. In addition, at the end of the calendar year, each full-time member may elect to add eight (8) hours to his/her compensatory time accrued for each unused remaining holiday. However, such time added to his/her compensatory time and/or paid out may not exceed ten (10) days. Eligibility for holidays becomes effective after ninety (90) days of employment. Compensation for holidays will be in accordance with Police Department policy. The decision of the Chief to grant such request shall not be a grievance item, and the requirements of the department shall at all times be met. Holidays shall be prorated during the first and last year of employment based on date of hire or termination.

## **ARTICLE 14**

### **HOSPITALIZATION**

Members of the Police Department shall be entitled to medical coverage, including vision, dental, hearing and prescription drug coverage, as set forth in the

attached Exhibit A.

The City may contract (if possible) with another Company and/or alternative coverage to maintain substantially similar benefit levels at lower rates.

The City agrees to discuss such changes with the F.O.P., Lodge 86 prior to its final decision.

In the event that non-Bargaining Unit employees receive a materially better health care insurance plan, the Union may elect that coverage in lieu of the above plan and adopt the contributions that the non-Bargaining Unit employees are required to make, if any, that are part of the structure of such plan.

Section 1. Effective January 1, 2015 Members of the Bargaining Unit shall be entitled to medical coverage, including vision, dental, hearing, and prescription drug coverage, as set forth in the attached Exhibit A. Employees may select from a Health Savings Account Option, a Health Reimbursement Account Option, or remain on the City's current Super Med Plus Plan with the current deductibles, co-insurance, and co-pays. All Bargaining Unit members will be required to contribute 15% of the premium cost toward their health care. The City will maintain an IRS §125 Plan (premium only plan) to make employees contributions pre-tax. Prior to January 1, 2015 the City's current coverage and benefits will remain unchanged.

Section 2. Under the Health Savings Account Option the City will contribute annually to the members Health Savings Account \$1,900.00 for Individual Coverage and \$3,800.00 for Family Coverage to help offset the deductibles of \$2,600.00 per individual and \$5,200.00 per family. Once the money is deposited in this account the money belongs to the employee. Should an employee go from family coverage to individual coverage during the year the city cannot reclaim money already provided to the member. If an employee is hired or increases coverage during the year the City will deposit funds or additional funds at the following percentages, 100% if in the first quarter, 75% in the second quarter, 50% in the third quarter, and 25% in the fourth quarter. If an employee reduces coverage during the year or leaves the employment of the City during the year, a portion of the City's or employee's contribution may become taxable and subject to possible penalties based on IRS limitations. In addition to the amount funded by the City, the employee has the option of depositing additional funds up to the limits established by the IRS. The Health Savings Account shall at all times be subject

to the prevailing tax and pension laws. Employees must open a Health Savings Account prior to the City being able to deposit funds. The City will arrange for PNC Bank to come to the City to assist employees with opening this account. PNC Bank has an arrangement with Medical Mutual to provide this account without an account fee (checks and other items may have a cost). However, employees are not required to use PNC Bank and are free to use any bank they desire, however they must provide that banking information to the City.

Section 3. The Health Reimbursement Account is only recommended if the member does not qualify for a Health Savings Account under IRS rules; the City’s consultant will work with members with special circumstances that may disqualify them from having a Health Savings Account. Under the Health Reimbursement Account the deductibles are \$2,500.00 per individual and \$5,000.00 per family. However, the City will reimburse the member up to \$1,800.00 per individual and \$3,600.00 per family for cost incurred.

Section 4. For members electing either the Health Savings Account or Health Reimbursement Account Option the City will provide a monthly “Health Care Allowance” to help offset premium and deductible cost in excess of the amounts provided by the city as mentioned above. The monthly amounts will be provided in the first and second pay check received each month at one-half the month amount shown below based on the member’s coverage level:

	<u>Monthly</u>	<u>Annual</u>
Single	\$144.00	\$1,728.00
Employee + Spouse	\$287.00	\$3,444.00
Employee + Child	\$236.00	\$2,832.00
Employee + Children	\$266.00	\$3,192.00
Family, 1 Child	\$325.00	\$3,900.00
Family, multiple children	\$374.00	\$4,488.00

It shall be the responsibility of the employee to direct the allowance into a health savings account via direct deposit if so chosen. The money directed into the health savings account shall be subject to IRS rules and regulations.

Should a member elect to remain on the City’s current plan then the amount of their “Health

Care Allowance" will be:

	<u>Monthly</u>	<u>Annual</u>
Single	\$101.00	\$1,212.00
Employee + Spouse	\$201.00	\$2,412.00
Employee + Child	\$141.00	\$1,692.00
Employee + Children	\$177.00	\$2,124.00
Family, 1 Child	\$247.00	\$2,964.00
Family, multiple children	\$305.00	\$3,660.00

If an individual is hired or an employee changes the number of individuals covered by their Plan during the year, the employee shall begin receiving the Health Care Allowance the employee is entitled to receive in the employee's first pay after beginning employment or notifying the City of the changes to the Plan.

Allowance amounts are based upon the employee and family members on the Plan, excluding adult age dependents age 23 or older. For example, employee and spouse with one child under 23 will receive \$325 per month (\$247 under current plan), or with one child 23 or older will receive \$287 per month (\$201 under current plan).

Section 5. Supplemental Health Care Allowance. In the event that after January 1<sup>st</sup> an individual is hired or an employee adds dependent coverage and either incurs a loss in excess of the amount the City contributed to their H.S.A. or provided to the employee as part of their Health Care Allowance, may be eligible for a Supplemental Health Care Allowance up to the maximum amount of their "in network" out of pocket costs upon proper verification of the expense and approval of the City.

Section 6. Effective January 1, 2015 the City will no longer offer a Flexible Spending Account. The City will amend its current FSA plan document to discontinue the 2.5 month rollover for 2014. A few days prior to January 1, 2015 the debit cards will be shut off, however if you incur a cost prior to January 1, 2015 you will still have 60 days to submit a claim for reimbursement to Flex Save. If funds are not used within this time period, funds will revert back to the City.

## ARTICLE 15

### PENSIONS

#### Section 1. Pension.

Provided for by State law.

**Section 2. Pension Pick-Up.** Within a reasonable period from the ratification of this Contract, the City shall "pick up" and pay the members' contribution to the Police and Fire Disability and Pension Fund. The members' gross salary shall be reduced by the full amount of said contribution. The member contributions which are "picked up" by the City shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this Agreement. The City's contribution to the Police and Fire Disability and Pension Fund will be calculated on the full salary of members before the pick-up is deducted from gross salary.

**Section 3. Pension Contribution Protection.** In the event that the State of Ohio increases the employee share of pension contributions and at the same time reduces the City's contribution, the City will make a one-time increase in the employee's wages by the same percentage as the change made by the State, effective as of the date of the change in State law. However, no adjustment will be made to offset an increase in the employee's contribution not offset by a corresponding reduction in the City contribution.

## ARTICLE 16

### UNIFORMS AND EQUIPMENT

A. Members of the Police Department shall wear such uniforms as directed by the Chief of Police, and approved by the Mayor, and shall be entitled to a clothing allowance of one thousand five hundred dollars (\$1,500.00) per year, payable three hundred seventy five dollars (\$375.00) in the second pay period in January, three hundred seventy five dollars (\$375.00) in the second pay period in April, three hundred seventy five

dollars (\$375.00) in the second pay period in July, and three hundred seventy five dollars (\$375.00) in the second pay period in October. Detectives shall receive an additional clothing allowance of three hundred dollars (\$300.00) per year.

A. Duty belts, coats, holsters and body armor, to be approved by the Chief, and all other accessories required by the Department shall be furnished by the City.

C. Any Sergeant who is promoted to Lieutenant shall have a one-time option of forfeiting four (4) quarterly uniform allowances in lieu of the City purchasing one set of Lieutenant's clothing.

## ARTICLE 17

### SICK LEAVE, INJURY LEAVE, BEREAVEMENT LEAVE, SWITCH TIME AND UNION LEAVE

**Section 1. Sick Leave.** Sick leave shall accumulate at the rate of 4.6 hours for every eighty (80) hours worked in active pay status<sup>1</sup>, up to a maximum of one thousand five hundred (1,500) hours. On an annual basis any officer who has in excess of one thousand five hundred (1,500) hours at the end of each payroll year shall be entitled to convert thirty-three and one-third percent (33-1/3%) of the excess hours into a lump sum cash payment, or transfer the excess balance to his/her compensatory time bank. For example, if an officer has 1,590 hours at the end of the payroll year, he/she has the option of transferring 30 hours to his/her compensatory time bank, or receiving a lump sum cash payment of 30 hours. Prior to the end of the first pay period of the subsequent year, officers with excess hours should notify the Finance Department in writing of their desire to transfer hours to their compensatory time bank. In the absence of such

---

<sup>11</sup> Active pay status occurs when an employee has worked one (1) or more days in a pay period or has requested use of approved leave hours supported by sufficient balances for one (1) or more days in the pay period. An inactive pay status may result from absences arising from claims allowed for workers' compensation, approved administrative leave or leaves without pay. The City will pay an employee sick leave benefits during any pay period as long as the employee is on active pay status during that pay period (i.e., paid leaves, etc.). However, if an employee spends only a portion of time off on paid leave, he/she would be paid only for the portion of that time that he/she is on paid leave and not for any other time.

notification, any excess will be converted into a lump sum cash payment with the first pay of the subsequent year. Conversion of thirty-three and one-third percent (33-1/3%) sick leave to either a lump sum cash payment or compensatory time shall terminate any right to any future payment for all sick leave so converted. Upon death or retirement, an officer (or his/her estate) shall be entitled to convert fifty-five (55%) percent of the accumulated but unused sick leave into a lump sum cash payment. Retirement shall be defined to mean eligibility to receive retirement benefits after twenty (20) years of service to the City.

**Section 2. Injury Leave.** Injury leave shall be granted to any policeman who is injured in the course and scope of his employment with the City and shall not exceed sixty (60) working days per injury(s), and must be used within nine (9) months of the injury(s). Injury leave shall not be deducted from sick leave. The period of time of nine (9) months shall begin to run from the date of occurrence causing the injury(s). The time limits in this paragraph shall not be subject to the grievance procedure, it being the intention of the parties that the said dates are firm and may not be extended for any reason.

**Section 3. Bereavement Leave.** Bereavement leave shall be granted for three (3) days, unless extended by the Chief of Police for exceptional circumstances or travel time for members of the police officer's immediate family. Immediate family shall be defined as spouse, child, stepchild, grandchild, parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law or grandparent. Bereavement leave shall not be deducted from annual sick leave accrual.

**Section 4. "Switch Time".** Switch time may occasionally be approved in accordance with rules of the Chief to permit one (1) police officer to work for a second police officer, ordinarily of the same rank, in return for the second police officer then working for the first police officer. Both police officers who agree to this "switch time" shall do so in writing, setting forth the dates and times of the "switch" which should both occur within forty-five (45) days and shall be in the same calendar year. Such "switch" shall be considered as a limited exception to the workweek and no police officer shall be entitled to a greater benefit as a result of this limited practice. When an officer who is on switch time calls in sick, such time will be deducted from that officer's bank, not the officer

with whom he traded.

**Section 5. Union Leave.** The President or other duly authorized representative of the Union Executive Committee may have up to seventy-two (72) hours of leave annually for Union activities such as attending Union-related meetings, conventions, etc.

## **ARTICLE 18**

### **USE OF LEAVE TIME**

Vacation and sick time shall be taken in increments of not less than fifteen (15) minutes, and the total amount of vacation and/or sick leave taken shall not be less than one (1) hour.

## **ARTICLE 19**

### **MILITARY LEAVE**

Military leave shall be provided as set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Section 4301, and other provisions of State and Federal law. While an employee is on active military service, the City shall reimburse the employee for the actual cost of the medical coverage elected by the employee and his/her dependents pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA). An employee returning from active military service shall be entitled to ten (10) days paid administrative leave after his/her return from military service before he/she is required to return to work.

Employees on active military service shall not be entitled to any compensation or benefits from the City except as set forth in this Article 19.

## **ARTICLE 20**

### **RETIREMENT; TERMINATION**

Upon the retirement of any police officer with twenty (20) years or more service, the officer shall be presented with the officer's basic daily equipment, to include his service weapon, handcuffs, and the badges the officer has accumulated throughout the officer's years of dedication to the City of Beachwood.

Members of the Police Department shall terminate their office and

employment not later than their 65th birthday, or if they become unable mentally and/or physically to carry out the requirements of the position, or are guilty of more than one (1) violation of the Rules and Regulations of the Police Department, or a criminal act against the laws of the United States, the State of Ohio, or the City of Beachwood. The word "guilty" shall include a conviction in a court of law; but a finding in a court of law that a member is "not guilty" shall not preclude the City at its option from further proceeding to establish the member's "guilt" measured by civil law. In no event shall anything in this Article (prior to age 65) preclude the requisite discharge for just cause as set forth in management rights.

## **ARTICLE 21**

### **UNFAIR LABOR PRACTICE**

Provided for by State Law and Rules and Regulations of S.E.R.B.

## **ARTICLE 22**

### **PERSONNEL FILES AND POLICY**

**Section 1.** Understanding that in the administration of the Police Department the City maintains individual personnel files, an employee may be permitted to review his or her personnel file with at least a five (5) day written request.

**Section 2.** Should an employee upon review of his or her file come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

**Section 3.** When an employee is charged with or is under investigation for alleged violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the employee's name and the extent of disciplinary action taken or contemplated until such time as a final interdepartmental ruling has been made and served upon the employee, except where the employee is charged with a felony.

**Section 4.** Release of photographs or personal information about any employee in

relation to departmental matters shall not be provided to any news or related service without the prior consent of that employee, except in connection with a law enforcement activity.

**Section 5.**      **Discipline records.**      The record of all disciplinary procedure shall be expunged from the officer's file:

A. After one (1) year if the disciplinary procedure resulted in a reprimand, or a loss of wages of not more than one (1) day, and more than one (1) year has passed without a second violation of the same or a similar offense.

B. After three (3) years if the disciplinary procedure resulted in a suspension and loss of wages of two (2) to seven (7) work days and three (3) years have passed from the date of violation without a second violation of the same or a similar offense.

C. After five (5) years if the disciplinary procedure resulted in a suspension and loss of wages of more than seven (7) days, and/or a reduction in rank, and five (5) years have passed from the date of violation without a second violation of the same or a similar offense.

## **ARTICLE 23**

### **LEGALITY**

It is the intent of the City and the F.O.P. that this Agreement comply, in every respect, with applicable legal statutes, charter requirements, governmental regulations which have the effect of law, and judicial opinions, and if it is determined by proper authority that any provision of this Agreement is in conflict with law, that provision shall be null and void. In the event that a court of competent jurisdiction determines that S.B.133 is not mandated against a charter municipality, then this Agreement shall be voidable by either party ninety (90) days after written notice by either party to the other, but the City and the F.O.P. shall promptly meet for negotiating a lawful alternative provision.

## ARTICLE 24

### TRAINING TIME

Police officers shall be compensated for attending mandatory training, not within regular work hours, at a rate of one (1) hour's pay for each fifty (50) miles traveled, round trip, measured from Beachwood City Hall, but excluding the first forty (40) miles of travel. One (1) hour's pay will be paid at overtime rate when employee works more than forty (40) hours in any workweek.

Police officers who are covered by this Agreement are also eligible for reimbursement for educational expenses on the same basis as educational reimbursement is provided for non-bargaining unit employees. The current policy for educational reimbursement is set forth at Section 2.8 of the Administrative Salary Ordinance.

ARTICLE 25

DURATION

This Agreement represents a complete and final understanding on all bargaining issues between the City and F.O.P., and shall supersede previous Agreements. It shall be effective and remain in full force and effect from November 1, 2014, until October 31, 2017, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions, pursuant to O.R.C. Section 4117.14. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, at Beachwood, Ohio,  
which Agreement shall be binding upon their successors in office.

CITY OF BEACHWOOD

FRATERNAL ORDER OF POLICE,  
BEACHWOOD LODGE 86

By: \_\_\_\_\_  
Merle S. Gorden  
Mayor/Safety Director

By: \_\_\_\_\_  
Patrolman Preston LaFrance  
FOP President, Lodge 86

By: \_\_\_\_\_  
Brian A. Reali  
Law Director

By: \_\_\_\_\_  
Joseph Diemert, Jr.  
Attorney for FOP Lodge 86

ARTICLE 25

DURATION

This Agreement represents a complete and final understanding on all bargaining issues between the City and F.O.P., and shall supersede previous Agreements. It shall be effective and remain in full force and effect from November 1, 2014, until October 31, 2017, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions, pursuant to O.R.C. Section 4117.14. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to.

Signed this 10<sup>th</sup> day of November, 2014, at Beachwood, Ohio,  
which Agreement shall be binding upon their successors in office.

CITY OF BEACHWOOD

FRATERNAL ORDER OF POLICE,  
BEACHWOOD LODGE 86

By: Merle S. Gorden  
Merle S. Gorden  
Mayor/Safety Director

By: Preston LaFrance  
Patrolman Preston LaFrance  
FOP President, Lodge 86

By: Brian A. Reali  
Brian A. Reali  
Law Director

By: Joseph W. Diemert, Jr.  
Joseph Diemert, Jr.  
Attorney for FOP Lodge 86

Exhibit A

**CITY OF BEACHWOOD**

January 1, 2015

Health Benefits	(1)	(2)	(3)
	MMO /COSE SUPER MED PLUS	MMO /COSE SUPER MED PLUS	MMO /COSE SUPER MED PLUS
Effective Date	Proposed H.S.A 2600 City Funds \$1,900/\$3,800	Proposed H.R.A 2500 City Funds \$1,800/\$3,600	Current
Deductible			
Network:	\$2,600 / \$5,200	\$2,500 / \$5,000	\$200 / \$400
Non-Network:	\$5,000 / \$10,000	\$5,000 / \$10,000	\$400 / \$800
Co-Insurance			
Network:	0%	0%	10%
Non-Network:	40%	40%	20%
Out of Pocket (excludes deductible)			
Network:	N/A	N/A	\$200 / \$400
Non-Network:	\$5,000 / \$10,000	\$5,000 / \$10,000	\$500 / \$1,000
Office Visits (illness/injury)			
Network:	0% after deductible	0% after deductible	\$10
Non-Network:	40%	40%	20%
Routine Physical exam / well child visit			
Network:	covered at 100%	covered at 100%	covered at 100%
Non-Network:	40%	40%	20%
Routine Diagnostics			
Network:	covered at 100%	covered at 100%	covered at 100%
Non-Network:	40%	40%	10%
Emergency Room			
Network:	0% after deductible	0% after deductible	\$50
Non-Network:	40%	40%	\$50
Urgent Care			
Network:	0% after deductible	0% after deductible	\$10
Non-Network:	40%	40%	20%
Inpatient Coverage			
Network:	0% after deductible	0% after deductible	10%
Non-Network:	40%	40%	20%
Outpatient Surgery Hospital			
Network:	0% after deductible	0% after deductible	10%
Non-Network:	40%	40%	20%
Complex Imaging (MRI's, PET, CT Scans...)			
Network:	0% after deductible	0% after deductible	10%
Non-Network:	40%	40%	20%
Lifetime Max			
Network:	UNLIMITED	UNLIMITED	UNLIMITED
Non-Network:	UNLIMITED	UNLIMITED	UNLIMITED
Prescriptions			
Subject to Rx Deductible:	0% after deductible	0% after deductible	N/A
Pharmacy (30 day supply):			\$5 / \$15 / \$20
Mail Order (90 day supply):			\$10 / \$30 / \$40