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AGREEMENT

BETWEEN

CITY OF BEACHWOOD

AND

**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION (DISPATCHERS/CLERKS)**

Effective November 1, 2014, through October 31, 2017

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AGREEMENT

ARTICLE 1

PREAMBLE

This Agreement is entered into between the CITY OF BEACHWOOD (hereinafter referred to as the "City"), and OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (hereinafter referred to as "O.P.B.A."). The undersigned hereby agree that the Collective Bargaining Agreement between the City and O.P.B.A. set to expire on October 31, 2014, is hereby superseded by this Agreement.

ARTICLE 2

INTENTION

It is the intent and purpose of the parties hereto that this Agreement shall (1) promote and improve essential services to the citizens of Beachwood, (2) establish a basis to avoid interruption and interference with the efficient operation of the City and its Dispatchers/Clerks for securing cooperation and good will between the City and its dispatchers/clerks; (3) to promote fair and reasonable working conditions; and (4) set forth the basic understanding between the parties covering rates of pay, hours of work, and other conditions of employment for employees represented by the O.P.B.A.

ARTICLE 3

RECOGNITION: BARGAINING UNIT

Section 1. The City recognizes the O.P.B.A. as the sole and exclusive bargaining representative for all full-time Dispatchers of the Police Department for the purpose of establishing rates of pay, wages, hours and other bargainable conditions of employment.

Section 2. The Employer will furnish the O.P.B.A. with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by

the names of all new employees as hired.

ARTICLE 4
MANAGEMENT RIGHTS

The management and direction of the working force in all its phases are vested and shall remain vested exclusively in the City, as set forth in Section 4117.08(c) O.R.C.

ARTICLE 5
EMPLOYEES' RIGHTS

Section 1. An employee has the right to the presence and advice of O.P.B.A. representative at all disciplinary interrogations at employee's request.

Section 2. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts when required by law.

Section 3. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation may be the basis of such a charge.

Section 4. An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he should be so advised.

Section 5. A dispatcher may review at reasonable times such dispatcher's personnel file with at least a five (5) day written request to the Chief. In addition, a dispatcher may inspect such file with one (1) days' notice in direct response to a pending grievance or other official matter. Upon review of file, should a dispatcher find material of a negative or derogatory nature, the dispatcher may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the dispatcher's file so long as the negative material remains.

Section 6. A copy of all written statements of persons who are not employees of the

Police Department which may be used by the City at a disciplinary hearing shall be delivered to the dispatcher more than five (5) days before any hearing. The result of any polygraph test shall not be used in any court proceeding.

Section 7. Disciplinary records for reprimands shall be expunged if (1) the discipline did not require a loss of wages of more than one (1) day; and (2) more than two (2) years have passed without a second violation of the same or similar offense. Disciplinary records for suspensions and loss of wages for two (2) to seven (7) workdays shall be expunged after three (3) years. A suspension for more than seven (7) days shall be expunged after five (5) years.

Section 8. The employees shall be furnished with a copy of any departmental charge that is transmitted to the Chief.

ARTICLE 6

NO STRIKE/NO LOCKOUT

The O.P.B.A. shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any dispatcher 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.

The O.P.B.A. 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 O.P.B.A. shall immediately notify all dispatchers that the strike, slowdown, picketing, work stoppage, or other interference at any operation of the City is in violation of this contract and not in any way sanctioned or approved by the O.P.B.A. Furthermore, the O.P.B.A. shall also immediately advise all dispatchers to return to work at once.

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

ARTICLE 7
NON-DISCRIMINATION

Both the City and the O.P.B.A. 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 O.P.B.A. 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, handicap or O.P.B.A. activities. The occasional use in this agreement of the masculine gender is for convenience only and does not suggest discrimination by reason of sex.

ARTICLE 8
GRIEVANCE PROCEDURE

A grievance is a dispute or difference between the City and the O.P.B.A., or between the City and a dispatcher concerning the interpretation and/or application of any procedure covered in the Agreement. When any such grievance arises, the following procedure shall be observed:

Step 1 A dispatcher who has a grievance may take it up orally with his immediate supervisor, either alone or accompanied by his O.P.B.A. representative, who may be present throughout all stages of the grievance procedure, within seven (7) calendar days after the dispatcher 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 dispatcher within seven (7) calendar days after the grievance is presented to him.

Step 2 If the dispatcher's grievance is not satisfactorily settled at Step 1, the grievance shall, within seven (7) calendar days after the receipt of the Step 1 answer, be reduced to writing and filed with the Chief of Police, or his designee, 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 dispatcher. The Chief, or his designee, 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 dispatcher may, within seven (7) calendar days after receipt of the Step 2 answer, appeal in writing to the Mayor. The Mayor shall conduct a hearing within fourteen (14) calendar days after said grievance is received and give a written decision within seven (7) calendar days thereafter.

Step 4

If the grievance is not satisfactorily settled at Step 3, the O.P.B.A. 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 3 answer was issued. Either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service and an arbitrator will be chosen by alternate strike. The arbitrator selected shall have no authority to add to, subtract from or modify in any way the provisions of this Agreement. All fees and expenses of the arbitration shall be borne equally by the parties.

ARTICLE 9

GRIEVANCE: TIMELINES

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 pre-scribed 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. Either party may extend any time period referred to herein for a period not to exceed seven (7) calendar days by delivering a written notice to the other party prior to the expiration of the time period being extended.

Section 4. Should the City file a grievance against the O.P.B.A. for any violation of this contract, it shall file such a grievance in writing with the O.P.B.A. setting forth the details of the grievance and the violation(s). The parties

shall meet within ten (10) calendar days to attempt to resolve the grievance. If the grievance remains unresolved, the City may submit the grievance to arbitration with the same procedure as found in Article 8, Grievance Procedure, Step 4.

Section 5. 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 O.P.B.A., and the dispatchers, appealable in accordance with Section 4117.14, O.R.C.

Section 6. The City, the O.P.B.A. or the employees may also elect to request any other remedy provided by the laws of the State of Ohio.

Section 7. The Chief of Police, and/or the Safety Director, and the O.P.B.A. 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.

Section 8. In the absence of the Mayor, the President of Council shall replace him. In the absence of both, either person shall designate an alternate person to replace him.

ARTICLE 10

DISCIPLINARY PROCEDURES

The probationary period shall be one (1) year from the first day worked. During such periods, a probationary employee may be discharged without cause and the following procedures shall not apply.

If the Chief of Police (or his designee) determines to take disciplinary action against any member of the bargaining group, except a person during their probationary period, it shall be for just cause and the following procedure shall be followed:

- (1) The Chief may require the dispatcher to meet with him to discuss an incident and answer reasonable questions relating to such incident.
- (2) The Chief may file a charge(s) against a dispatcher by:
 - (a) A letter to the dispatcher setting forth the facts which the Chief alleges constitute a violation of the dispatcher's good conduct and/or efficient service, including, but not limited to, a violation of work rules of

this department.

- (b) If the Chief has reason to believe that the charge(s) is serious and intends to request that the dispatcher be dismissed or suspended for more than fifteen (15) days without pay, he may suspend the dispatcher without pay or benefits pending the Mayor's decision after the hearing. If the Mayor, or an arbitrator on appeal, determines that a pre-determination suspension without pay and benefits was unreasonable, the City shall promptly make all back payments and restore all lost benefits to the dispatcher to conform to the order.
- (c) Inform the dispatcher when a hearing on such charge(s) will be heard by the Mayor, which shall be set as soon as practicable but not to exceed fourteen (14) calendar days if the dispatcher is not suspended without pay pending such hearing and as soon as reasonably possible, but not to exceed seven (7) calendar days if the dispatcher is suspended without pay pending such hearing.
- (d) The Mayor shall conduct a hearing at the Mayor's office. The dispatcher may be represented by legal counsel, members of the bargaining unit and members of the O.P.B.A.

At such hearing, the Mayor shall receive evidence and exhibits from any person with knowledge of the incident(s) referred to in the Statement of Charges. The Mayor may require any testimony to be under oath. The Mayor shall make a determination at such meeting or within seven (7) calendar days thereafter.

- (e) If the O.P.B.A. is not satisfied with the Mayor's decision, it may appeal to one arbitrator as set forth in Step 4 of the grievance procedure.
- (f) If the Mayor is unavailable, the President of Counsel shall replace him. In the absence of both, either person may designate a person to replace him.

ARTICLE 11

WAGES, OVERTIME

Section 1. Wages Effective December 15, 2014, wages shall be assessed as follows:

	2.50%	2.50%	2.50%
	Effective	Effective	Effective
	12/15/14	11/1/15	11/1/16
First Year	\$ 42,087	\$ 43,139	\$ 44,217
Second Year	\$ 47,437	\$ 48,623	\$ 49,839
Year 2+ - 6*	\$ 53,650	\$ 54,991	\$ 56,366
Year 7-9**	\$ 54,723	\$ 56,091	\$ 57,493
Year 10 - 12	\$ 54,857	\$ 56,228	\$ 57,634
Year 13- 15	\$ 54,991	\$ 56,366	\$ 57,775
Year 16-18	\$ 55,125	\$ 56,503	\$ 57,916
Year 19-21	\$ 55,260	\$ 56,641	\$ 58,057
Year 22-24	\$ 55,394	\$ 56,778	\$ 58,198
Year 25+	\$ 55,528	\$ 56,916	\$ 58,339

*Year 2+ - 6 includes equity adjustment of \$818 in first year

**The start date of pay rate for years starting with Year 7-9 begin on the Anniversary date of the first year, the same as former longevity.

The City may start new employees at a rate higher than the first year rate if the City determines that prior work, training, education and experience requires higher pay, but not higher than the "Second year" rate. After one year of service, dispatchers may be paid at the "2+" rate only if they started at the "second year" rate.

Section 2. Specialist Pay: Dispatchers who matron or are EMD (Emergency Medical Dis- patch) Certified 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.

The Chief of Police shall determine who shall qualify to receive specialist pay. The Chief of Police shall determine the number of specialist positions available and may limit either category to assure sufficient staffing.

ARTICLE 12
LONGEVITY FOR YEARS OF SERVICE

As of December 15, 2014, the former longevity has been added to the annual base pay, and separately paid longevity will be eliminated.

ARTICLE 13
WORKWEEK HOURS

A workweek is forty (40) hours and begins with the Sunday night shift at 11:00 p.m. which ends Monday morning each week and shall ordinarily consist of five (5) working days and two (2) days off. A workday is eight (8) hours, which eight (8) hours includes a thirty (30) minute food break. No loss of pay due to food break. A shift shall begin at a time set by the Chief of Police. The Chief, at his/her discretion may assign the dispatchers/clerks to shifts not exceeding twelve (12) hours in length, and the Chief shall not be required to assign all dispatchers to shifts of the same length. If the Chief elects to assign one or more dispatchers to shifts exceeding eight (8) hours, the O.P.B.A. 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 Union 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.

A majority of all of the members of the O.P.B.A., shall be required to set aside the authority of the Chief to establish shifts which are longer than eight (8) hours in length as set forth in this Article 13. A workday is at least eight (8) hours.

ARTICLE 14
COMPENSATORY TIME; OVERTIME; COURT TIME

Section 1. Dispatchers shall be given the option of accumulating not more than one hundred sixty (160) hours of compensatory time off or being paid 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. Overtime shall be compensated for at the one and one-half (1-1/2) basis only when such dispatcher 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, IOD (injury on duty), holiday, personal day or switch time shall be counted as a day (eight (8) hours) worked for the purposes of computing overtime for that week.

Section 2. Dispatchers who are notified to appear in court or are subpoenaed for depositions relating to their official business shall be compensated additionally if not on duty. The minimum time for such appearance 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 Dispatcher's notice or subpoena is canceled prior to 11:00 p.m. of the night before the Dispatcher is to arrive at the court or deposition. A dispatcher shall immediately notify the Police Chief of receipt of any such notice to appear not generated by the Beachwood Police Department.

Compensatory time may only be used at times to be approved by the Police Chief.

ARTICLE 15

DUES DEDUCTION

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the O.P.B.A. and the regular monthly O.P.B.A. dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any employees for whom the Employer is currently deducting dues.

Section 2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the O.P.B.A. from time to time in accordance with its Constitution and Bylaws. The O.P.B.A. shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such

amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the O.P.B.A. within thirty (30) days from the date of making said deductions.

Section 5. All members of the bargaining unit within sixty (60) days of the date of employment, as identified in Article II of this Agreement shall either (1) maintain their membership in the O.P.B.A.; (2) become members of the O.P.B.A.; or (3) pay a service fee to the O.P.B.A. in an amount equivalent to the annual dues for membership in the O.P.B.A., as a condition of employment, all in accordance with Ohio Rev. Code Sec. 4117.09.

Section 6. The O.P.B.A. hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the O.P.B.A. shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 16

VACATION

Section 1. Annually, each dispatcher in active pay status for twelve (12) months' continuous service with the City shall be given two (2) weeks' vacation, provided further that each such dispatcher with more than six (6) years of cumulative service shall be granted three (3) weeks' vacation, that each dispatcher with more than ten (10) years of cumulative service shall be granted four (4) weeks' vacation, and each dispatcher 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. Effective the first pay period of the calendar year 2000, members will have their annual vacation allotment posted to their balance. This time shall be considered earned at the time of posting. Subsequent to this posting, vacation shall accrue.

Section 2. Vacation shall accrue each pay period at a rate of 1/26th of the annual allotment. Members may carry over unused vacation leave at year's end up to a limit of one and one-half (1-1/2) 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 month of December and/or January.

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

Section 3. Any dispatcher 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 the City 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.

Prior to receiving any credit for prior service time, such time must be verified by previous employers. Such verification must be in writing from an individual with fiduciary responsibility in the verifying agency, subdivision or municipality.

Credit for prior service is effective upon the date written verification is received and shall not result in any retroactive payments or adjustments to vacation time.

Section 4. Any dispatcher who resigns, is terminated, retires or is separated from employment by the City, because of reduction in force, and has unused vacation time shall receive such accrued vacation time in pay.

Section 5. If any dispatcher entitled to vacation time becomes deceased before any part of that vacation time is used, their heirs or estates will receive the vacation pay the deceased dispatcher would have received.

Section 6. Vacation leave may be used in segments of not less than one (1) hour.

Section 7. Vacation selection shall be based upon the each member's years of service with the City of Beachwood.

ARTICLE 17
HOLIDAY PAY

Section 1. Each member of the dispatch shall be entitled to accrue and receive compensation for twelve (12) personal days/ holidays, to be computed on the basis of an eight (8) hour day at his/her existing rate of compensation and paid in the payroll year. In addition, at the end of the payroll year, each full-time dispatcher may elect to add eight (8) hours to the compensatory time accrued for up to ten (10) unused remaining personal days/holidays, but not to exceed the total allowed in Article 14. Eligibility for personal/holiday pay becomes effective after ninety (90) days of employment. Holiday pay shall be paid if the dispatcher is off due to injury leave, vacation, sick time or other excused absence. . **Holidays shall be prorated during the first and last year of employment based on date of hire or termination.**

Section 2. Should a dispatcher 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 2.1 Compensation for working Overtime on a Holiday. In the event that a member is "forced" to work on a Holiday, the member shall be compensated, for the hours or fraction thereof actually worked over eight (8) hours, at the rate of two and one-half (2½) times the member's straight time hourly rate. For purposes of this section, "forced" shall mean that the member did not volunteer to work the Holiday. Members who are scheduled to work on a Holiday as their regular duty day or are working a pre-arranged switch are not "forced" to work for purposes of this section.

Section 3. Holiday leave may be used in segments of not less than one (1) hour.

ARTICLE 18

MEDICAL INSURANCE

Members of the Dispatch Unit 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 O.P.B.A. 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 1st 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 19

PENSIONS

Section 1. Pension. Pension benefits are established under the laws of the State of Ohio. The City will maintain a "Salary Reduction" plan to permit a reduction in wages so that the City will pay the employees' contribution to P.E.R.S. The plan shall not create any additional costs to the City other than administrative costs.

Section 2. Pension Contribution Protection. In the event that the State 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 of 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 employee's contribution not offset by corresponding reduction in the City contribution.

ARTICLE 20

UNIFORMS AND EQUIPMENT

Dispatchers shall wear such uniforms as directed by the Chief of Police, and approved by the Mayor. The City shall provide an annual uniform allowance of \$1,000.00 per year, payable \$250.00 in the second pay period in January, \$250.00 in the second pay period in April, \$250.00 in the second pay period in July, and \$250.00 in the second pay period in October. There shall be no proration of such uniform allowance.

In the event that the Chief changes the uniform, the City shall supply the new items; however, not to exceed three of any one item.

ARTICLE 21

TRAINING REIMBURSEMENT

The City will reimburse a Dispatcher for reasonable out-of-pocket expenses for training away from the City Hall and the same rate per mile for use of personal automobile to attend such training as paid to police officers.

Dispatchers shall be compensated for attending mandatory training, not within

regular working 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.

Subject to the approval of the Chief of Police, the Employer shall provide ongoing training for dispatchers, which shall be directly related to their jobs, and pay the cost of that training, including books.

Attendance at any training session or seminar pertinent to police matters and approved by the Chief of Police shall be compensated at the applicable hourly rate for the session time, attendance and for all travel time in excess of one (1) hour in each direction.

A Dispatcher required by the Employer to train a new employee will be credited one (1) hour of overtime for each shift of training. Dispatchers 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 22

SICK LEAVE

Section 1. Sick leave shall be defined as an absence with pay necessitated by: (1) illness, pregnancy or injury to the employee; (2) exposure by the employee to contagious disease communicable to other employees; or (3) serious illness, injury or death in the employee's immediate family.

Section 2. Sick leave shall accumulate at the rate of 4.6 hours for every eighty (80) hours worked in active pay status. However, sick leave shall not be accrued for

overtime work¹. Subsequently, on an annual basis, any dispatcher who has in

¹ Active pay status occurs when an employee has worked one (1) or more days in a pay period or has

excess of one thousand five hundred (1,500) 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 a dispatcher 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, dispatchers 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 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, a dispatcher (or his/her estate) shall be entitled to convert fifty percent (50%) 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 3. An employee who is to be absent on sick leave shall notify his/her supervisor of such absence and the reason therefore at least two (2) hours before the start of his work shift each day she is to be absent.

Section 4. Post-partum female employees are required to use sick time for that portion of the family leave which is certified as medically necessary (e.g., immediate post-partum recovery of approximately 6 weeks), then accrued vacation and personal time (in that order) until all such time is exhausted or until the employee returns to work (whichever is sooner).

Section 5. Male employees who request leave following the birth of a child are

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

required to use accrued sick time for that portion of the family leave which is certified as medically necessary to care for the mother and/or child, then accrued vacation and personal time (in that order) until all such time is exhausted or until the employee returns to work (whichever is sooner).

Section 6. An employee on family leave and using sick leave will be required to submit a medical certification verifying the length of temporary (post-partum) disability.

Section 7. Sick leave may be used in segments of not less than one (1) hour.

Section 8. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

ARTICLE 23

INJURY LEAVE

Injury leave shall be granted to any dispatcher who is injured in the course and scope of his employment with the City and shall not exceed sixty (60) workdays 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 the 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.

ARTICLE 24

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 dispatcher's immediate family. Immediate family shall mean the employee's or employee's spouse's parents, step parents, child (natural, adopted or foster), brother, sister, grandparent, the employee's spouse, son-in-law, daughter-in-law, grandchildren, or

siblings-in-law. Bereavement leave shall not be deducted from annual sick leave accrual.

ARTICLE 25

MATERNITY LEAVE

An employee who becomes pregnant shall, upon request to the Chief, be granted leave to absent herself from work for maternity purposes. The date of departure shall be selected by the employee with the proper medical documentation and she shall notify the Chief of that date as far in advance as practicable. The employee must utilize any and all accrued vacation leave, holiday and/or compensatory time leave for maternity purposes prior to taking an unpaid leave of absence. After sick leave is utilized as set forth in Article 22, and vacation, holiday and/or compensatory time are exhausted pursuant to this Article 25, the employee shall be placed on maternity leave of absence without pay and benefits not to exceed a total of three (3) months of paid and unpaid leave. All leave periods provided for herein shall run concurrently with any leave provided under the Family and Medical Leave Act. Additional leave time of one (1) month after the three (3) month period may be granted upon submission or documented medical proof of need to the Chief. Employees who go on maternity leave will be eligible for hospitalization while on leave at their cost under COBRA unless granted by the Family and Medical Leave Act. The date of return shall be approved and scheduled by the Chief based upon medical proof and scheduling needs. No benefits shall accrue or be paid to a dispatcher on unpaid maternity leave, except that seniority shall continue.

ARTICLE 26

"SWITCH TIME"

Section 1. Switch time may occasionally be approved in accordance with rules of the Chief to permit one (1) dispatcher to work for another, in return for the second dispatcher then working for the first dispatcher. Both dispatchers 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

dispatcher shall be entitled to a greater benefit as a result of this limited practice.

Section 2. When a Dispatcher who is on switch time calls in, such sick time shall be deducted from that Dispatcher's sick time, not the Dispatcher with whom he/she traded.

ARTICLE 27
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 28
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 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 28.

ARTICLE 29
JURY DUTY

Any dispatcher called for Jury Duty shall suffer no loss in pay. Any compensation received from such court for jury duty, as provided by the O.R.C., shall be surrendered to the City. Dispatchers shall not be required to work while on jury duty but shall receive their regular pay.

ARTICLE 30

TERMINATION

Dispatchers shall terminate their office and employment if they become unable mentally and/or physically to carry out the requirements of the position, or are dismissed for just cause or are guilty of 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 dispatcher is "not guilty" shall not preclude the City, at its option, from further proceeding to establish the dispatcher's "guilt" measured by civil law.

ARTICLE 31

UNFAIR LABOR PRACTICE

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

ARTICLE 32

SENIORITY

Section 1. Only regular full-time employees of the City shall have seniority. Temporary and part-time employees shall not have seniority rights. Part-time employees are those employees who are regularly scheduled to work thirty-nine (39) hours or less per week. A regular full-time employee is one who is scheduled for forty (40) hours of work per week.

Section 2. Seniority shall mean an employee's uninterrupted length of continuous service with the City measured from his last hiring date as a full-time employee. An employee shall have no seniority for the probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 3. The City shall provide the O.P.B.A. with a copy of the seniority lists and these lists shall be updated as required.

Section 4. Continuous service and seniority shall be broken when an employee:

- a. Quits or resigns;
- b. Is discharged for just cause;

- c. An employee shall not receive seniority credit during any disciplinary suspension without pay;
- d. Is laid off for a period in excess of twenty-four (24) consecutive months;
- e. Fails to report to work within seven (7) calendar days when recalled from layoff by certified mail addressed to the employee's last known address as shown on the City's record;
- f. Is absent without permission for two (2) consecutive work days unless the employee has reasonable excuse for failing to request the absence and obtain permission.

Section 5. The City shall advise the Union in writing of additions to or deletions from the seniority list at the end of each pay period when the action took place. A copy of the list of additions and/or deletions will be sent to the O.P.B.A. Director.

ARTICLE 33 **LAYOFFS**

Section 1. Members of the bargaining unit may be laid off by the City only for lack of work or lack of funds.

Section 2. In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired, first laid off).

Section 3. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years.

Section 4. A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

Section 5. Before any full-time employee may be laid off, all part-time employees will be first laid off.

ARTICLE 34 **LEGALITY**

It is the intent of the City and the O.P.B.A. that this Agreement complies, in every respect, with applicable legal statutes, charter requirements, governmental regulations which have the effect of law, and judicial opinions. If it is determined by proper legal authority that any provision of this Agreement is in conflict with law, that

provision shall be null and void. The parties shall renegotiate a replacement thereto if lawfully permitted.

ARTICLE 35
BULLETIN BOARD

The O.P.B.A. will be allowed one (1) locked bulletin board for official O.P.B.A. notices at the O.P.B.A.'s cost. The bulletin board will be located in the Communications Room. The O.P.B.A. will be the sole holder of the keys to the board.

ARTICLE 36
MISCELLANEOUS

Section 1. With consent of the Police Chief, an O.P.B.A. representative may have up to seventy-two (72) hours of paid leave annually to attend O.P.B.A. functions.

Section 2. If a dispatcher is called in for matron duty, the minimum time a dispatcher shall be compensated for shall be two (2) hours.

Section 3. The dispatchers shall use the time clock only in the event that all members of the Police Department, except the Police Chief and the Deputy Police Chief, are required to use the time clock.

Section 4. The Police Chief shall make reasonable provision for a dispatcher to smoke on break, but not in the dispatch room.

Section 5. The Police Chief shall make reasonable provisions for a dispatcher to go on break.

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ARTICLE 37

DURATION

This Agreement represents a complete and final understanding on all bargaining issues between the City and the O.P.B.A. 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 sixty (60) days prior to said expiration date, either parties 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 effect until a new Agreement is agreed to.

1. For the City: Merle S. Gorden, Mayor
City of Beachwood
2700 Richmond Road
Beachwood, Ohio 44122

2. For the O.P.B.A.: Jeff Perry
Ohio Patrolmen's Benevolent
Association
10147 Royalton Road, Suite J
North Royalton, OH 44133

Signed this 8th day of December, 2014, at Beachwood,

Ohio, which Agreement shall be binding upon their successors in office.

CITY OF BEACHWOOD

OHIO PATROLMEN'S
BENEVOLENT
ASSOCIATION

BY: Merle S. Gorden
Mayor Merle S. Gorden

BY: Jeff Perry
Jeffrey Perry

BY: Brian A. Reali
Brian A. Reali, Law Director

Robin Meele
Cal Gale

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	Proposed H.R.A 2500	Current
	City Funds \$1,900/\$3,800	City Funds \$1,800/\$3,600	
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

Exhibit A