

Beachwood Special City Council Meeting Agenda
Monday, October 30, 2023, 9:00 AM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

-Pledge of Allegiance to the Flag of the United States of America-

Agenda Items

1. Roll Call
2. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
3. Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each)
4. Legal & Personnel Committee **Ordinance No. 2023-110** An Ordinance to accept the Tentative Agreement in the Matter of the City of Beachwood, Ohio and Ohio Patrolmen's Benevolent Association (Dispatchers/Clerks); and declaring this to be an urgent measure
5. Legal & Personnel Committee **Ordinance No. 2023-111** An Ordinance Amending Section 145.01(c), "Department Established; Personnel" of the Codified Ordinances of the City of Beachwood, Ohio modifying the Membership of the Police Department; and declaring this to be an urgent measure
6. Legal & Personnel Committee **Ordinance No. 2023-112** An Ordinance Authorizing a Sign-On Bonus to New Hires for Entry-level and Lateral Transfer Police Applicants and New Dispatchers; and declaring this to be an urgent measure

Any other matters coming before City Council

Adjournment

INTRODUCED BY:

ORDINANCE NO. 2023-110

AN ORDINANCE TO ACCEPT THE TENTATIVE AGREEMENT IN THE MATTER OF THE CITY OF BEACHWOOD, OHIO AND OHIO PATROLMEN’S BENEVOLENT ASSOCIATION (DISPATCHERS/CLERKS); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the parties met and have now reached a tentative agreement that was ratified and approved by members of the Ohio Patrolmen’s Benevolent Association (Dispatchers/Clerks) and is now being submitted to Council for its consideration and approval; and

WHEREAS, the administration and the legislative body have determined the tentative agreement to be acceptable, as a whole, in consideration of the interests of the City of Beachwood, Ohio and the interest and welfare of the public. Further, acceptance of the tentative agreement is acceptance only as to specified wages, hours, terms and other conditions of employment for bargaining unit employees and shall not be construed to establish fixed staffing levels, nor require specific departmental funding requirements.

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

Section 1: The Council of the City of Beachwood, Ohio hereby **accepts** the tentative agreement, and authorizes the Mayor to enter into and execute a new Collective Bargaining Agreement with the Ohio Patrolmen’s Benevolent Association (Dispatchers/Clerks), a copy of the tentative agreement is attached hereto and incorporated herein as Exhibit “A”.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that action is necessary within fourteen (14) days of the tentative agreement being reached consistent with the provisions of ORC Section 4117.10(B).

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 30th day of October, 2023, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 31st day of October, 2023.

Clerk

Approval: I have approved this legislation this 31st day of October, 2023, and filed it with the Clerk.

Mayor

DRAFT 10/23/2023

AGREEMENT

BETWEEN

CITY OF BEACHWOOD

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(DISPATCHERS/ CLERKS)

Effective November 1, 2020 2023, through October 31, 2023 2026

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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, ~~2017~~ **2023, as well as all prior negotiated Memorandums of Understanding, is are** 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. ~~Also,~~ **(5) The term Dispatcher will, at times, be used to refer to Dispatchers or Lead Dispatchers. In addition, for the purposes of formal recognition by the State Employment Relations Board, the basic, general classification for all employees in the bargaining unit will be considered to be “Safety Dispatcher.”**

Dispatchers holding the title of Lead Dispatcher shall serve at the pleasure of the Mayor, and their administrative duties, including removal from the position of Lead Dispatcher, are governed exclusively by the City’s Codified Ordinances. Removal from the office of Lead Dispatcher shall not be subject to the grievance procedure set forth herein.

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. **In addition, for the purposes of formal recognition by the State Employment Relations Board, the basic, general classification for all employees in the bargaining unit will be considered to be “Safety Dispatcher.” Dispatchers holding the title of Lead Dispatcher shall serve at the pleasure of the Mayor, and their administrative duties, including removal from the position of Lead Dispatcher, are governed exclusively by the City’s Codified Ordinances. Removal from the office of Lead Dispatcher shall not be subject to the grievance procedure set forth herein.**

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.

Section 3. Lead Dispatcher & Vacancy. ~~Whenever the Employer determines that a~~ permanent vacancy exists for the position of Lead Dispatcher, notice of such vacancy shall be distributed by e-mail or posted on the bulletin boards where employee notices are usually posted for ten (10) calendar days. All such notices shall contain a description of the position to be filled, including job duties, working hours, special qualifications required, name and rank of immediate supervisor, and location of reporting and working. During the posting period, any eligible employee wishing to apply for the vacant position shall do so by submitting an application to the Human Resources Department or designee. The Employer shall not be obligated to consider any applications submitted after the posting period or any applicants who do not meet the minimum qualifications for the job.

~~It shall be the sole right and responsibility of the Chief of Police to administer and evaluate all promotional examinations, assessments, and testing procedures deemed appropriate for the position of Lead Dispatcher.~~

~~Appointment to the position of Lead Dispatcher shall be based upon the above-noted evaluation(s) and will be made at the discretion of the Mayor or his designee as set forth in Article 4 (Management Rights) of this Agreement.~~

Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the results of an assessment test. An assessment test must be given within ninety (90) days.

~~Section 3. The Dispatcher holding the title of Dispatch Supervisor 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 Dispatch Supervisor 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 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(e) O.R.C. 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 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 schedules; 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 provided herein.~~

ARTICLE 5

EMPLOYEES' RIGHTS

Section 1. An employee has the right to the presence and advice of an 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/**her** shall be advised of his/**her** constitutional rights before any questioning starts when required by law. **Polygraph examinations shall not be used for purposes of questioning related to disciplinary interrogations or in any court proceeding related to this section.**

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/**she** 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~~ **is**, at that time, a witness and not under investigation, he/**she** 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 not be used for progressive-discipline purposes 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. 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, ~~director~~ **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~~ **of** 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, ~~with-in~~ 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/ her 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 ~~re-quested~~ requested dated, and signed by the dispatcher. The Chief, or his/her 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 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. 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/her 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/her 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/she 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 Council** shall replace him. In the absence of both, either person may designate a person to replace him.

ARTICLE 11
WAGES, OVERTIME

Section 1. Wages: Wage advancements (vertical column) occur on each employee’s anniversary date with the City. Annual adjustments (horizontal row) occur with the pay period covering November 1st of each year.

Effective November 1, ~~2020~~ **2023**, wages shall be assessed as follows:

| | 11/1/2020 | 11/1/2021 | 11/1/2022 |
|----------------------------|----------------------|----------------------|----------------------|
| | 2.25% | 2.25% | 2.50% |
| Initial Year | \$48,333 | \$49,420 | \$50,656 |
| 1 year anniversary | \$54,478 | \$55,704 | \$57,097 |
| 2 year anniversary | \$61,613 | \$62,999 | \$64,574 |
| 7 year anniversary | \$62,845 | \$64,259 | \$65,865 |
| 10 year anniversary | \$62,999 | \$64,416 | \$66,027 |
| 13 year anniversary | \$63,153 | \$64,574 | \$66,188 |
| 16 year anniversary | \$63,307 | \$64,731 | \$66,350 |
| 19 year anniversary | \$63,461 | \$67,889 | \$66,511 |
| 22 year anniversary | \$63,615 | \$65,047 | \$66,673 |
| 25 year anniversary | \$63,769 | \$65,204 | \$66,834 |
| | 11/1/2023 | 11/1/2024 | 11/1/2025 |
| | 4.0% | 3.75% | 3.50% |
| Initial Year | \$59,380 | \$61,607 | \$63,763 |
| 1 year anniversary | \$67,157 | \$69,675 | \$72,114 |
| 6 year anniversary | \$68,500 | \$71,069 | \$73,556 |
| 9 year anniversary | \$68,667 | \$71,242 | \$73,736 |
| 12 year anniversary | \$68,835 | \$71,417 | \$73,916 |
| 15 year anniversary | \$69,004 | \$71,591 | \$74,097 |
| 18 year anniversary | \$69,172 | \$71,766 | \$74,278 |
| 21 year anniversary | \$69,339 | \$71,939 | \$74,457 |
| 24 year anniversary | \$69,508 | \$72,114 | \$74,638 |
| 25 year anniversary | \$70,000 | \$72,625 | \$75,167 |

~~For the rates starting at year 7, we were told that the rates (percentages from the removal of longevity) were to be the same as the police. These are no longer the same as the police.~~

The City may start new employees at a rate higher than the initial year rate if the City determines that prior work, training, education and experience requires higher pay, but not higher than the “1-year anniversary” rate. ~~After one year of service, dispatchers may be paid at the “2-year anniversary” rate only if they started at the “1-year anniversary” rate.~~

Section 2. Specialist Pay: ~~Effective November 1, 2020,~~ Dispatchers who are able to perform the duties of clerk, perform CPR or are EMD (Emergency Medical **Dispatch**) Certified will receive an additional five percent (5%) 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 and shall notify Human Resources in writing of such change in pay status. The Chief of Police shall determine the number of specialist positions available and may limit either category to assure sufficient staffing.~~

~~-This language was never discussed.~~

Section 3. Matron Pay: ~~Dispatchers who perform the duties of matron shall be compensated \$20.00 per prisoner, per shift for matron duties actually performed. As of November 1, 2023, Dispatchers will no longer be utilized for matron duty.~~

Section 4. Lead Dispatcher Pay: After January 1, 2024, those designated to hold the title of Lead Dispatcher, as determined through the appointment process outlined in this Agreement, shall receive a pay increase of ten percent (10%). This pay increase will be added to the ~~present~~ base rate of Dispatcher at the time of promotion to Lead Dispatcher and computed into overtime. The ten percent (10%) increase in pay shall be applied to the pay period immediately following his/her appointment to Lead Dispatcher and shall increase based upon the pay scale.

~~If the~~ ~~The present~~ Dispatch Supervisor designated during the previous Agreement dated November 1, 2020 to October 31, 2023 shall be later-designated to hold the title of Lead Dispatcher under this agreement. ~~,-he/she~~ She will retain his/her her prior rate of pay differential. ~~and no increase or decrease will be issued in accordance with this section at the time of appointment to the newly created position of Lead Dispatcher.~~

~~All Lead Dispatchers shall receive a cell phone allowance of fifty (\$50) dollars each month. Should a Lead Dispatcher return to the position of Dispatcher, they shall do so with no loss of seniority.~~

ARTICLE 12
LONGEVITY FOR YEARS OF SERVICE

For historical purposes, on December 14, 2014, longevity was added to the annual base pay which is reflected in the wage tables in Article 11.

ARTICLE 13
WORKWEEK HOURS

Workweeks shall alternate between one thirty-six (36) hour workweek and one forty-four (44) hour workweek, equating to an eighty (80) hour pay period, in order to accommodate a 12-hour workday with one (1) eight (8) hour shift and staffing needs. The Dispatchers shall bid for the non-rotating shifts each fall prior to the vacation selection, based upon their seniority and rank.

The thirty-six (36) hour workweek begins with the Monday day shift at 6:00 AM, which ends each week and shall ordinarily consist of three (3) working days and four (4) days off. A workday is twelve (12) hours, which twelve hours includes a thirty (30) sixty (60) minute food break. No loss of pay due to food break. A shift shall begin at a time set by the Chief of Police. Any hours of work beyond the thirty-six (36) regularly scheduled 40 (forty) hours shall be considered to be overtime.

The forty-eight (48) four (44) hour workweek begins with the Monday day shift at 6:00 AM which ends each week and shall ordinarily consist of four (4) working days and three (3) days off. The work week shall consist of three (3) twelve (12) hour days and one (1) eight (8) hour day. A workday is The twelve (12) hour days include a s, which twelve hours includes a thirty (30) sixty (60) minute food break and the eight (8) hour day 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.

As the forty-four (44) eight (48) hour work week demands work in excess of forty (40) hours, overtime shall be paid for the four (4) eight (8) hours worked in excess of forty (40) hours during that week.

~~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; CALL IN

Section 1. Dispatchers shall be given the option of accumulating not more than ~~one hundred sixty (160)~~ **two hundred (200)** 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) ~~(or thirty-six (36) on the short week)~~ 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)~~ **(twelve (12) hours)** worked for the purposes of computing overtime for that week. ~~Compensatory time may only be used at times to be approved by the Police Chief. From section 2~~

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 three (3) hours. 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.

Section 3. Dispatchers who are notified to return to the Dispatch Center for duty during time that they would otherwise be off duty shall ~~receive~~ **be entitled to remain on duty for** 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) hours ~~minimum pay or work~~ shall include travel time of thirty (30) minutes to and from the Dispatch Center. If the assignment for which the call to duty was made concludes before the expiration of the **entitled** three (3) hour minimum, the member may elect to go off duty or to accept any other work offered to him/her. **If the Dispatcher elects to go off duty, they will only receive pay for the time actually worked, and not the full three (3) hours.**

Section 4. Dispatchers who are notified to appear at the Dispatch Center for purposes of training during time that they would ~~be~~ 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, prior to commencement of said training. Such three (3) hour minimum pay or work shall include travel time of thirty (30) minutes to and from the Dispatch Center. If the training for which the appearance was made concludes before the expiration of the three (3) hour minimum, the member may elect to go off duty or to accept any other work offered to him/her. **If the Dispatcher elects to go off duty after training has concluded but prior to the expiration of three (3) hours, they will still receive pay for the full three (3) hour minimum offered in this section.**

Section 5. On-Call Compensation. Any Dispatcher who is required to be on-call shall be compensated with one (1) hour of compensatory time for each instance of being on-call. However, should the Dispatcher actually be called in to work the shift they shall not receive the on-call premium. Dispatchers shall be placed on-call as equally as practical. ~~Once thirty (30) minutes~~ **once (1) hour has passed the Dispatcher is free from any on-call requirements.**

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. 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, m~~ 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

~~For purposes of the agreement dated November 1, 2017 to October 31, 2020, if any other employee unit negotiates increased vacation accrual during the same term, the members of this unit shall be given an equal amount of accrual. We never agreed to take this out.~~

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) six (6) twelve (12)~~ years of vacation time to his accumulated vacation time with the City.

~~For new-hires, and for current employees retroactive to January 1, 2021, up to six (6) years of service time with another police agency in the State of Ohio can be transferred to the City for the purpose of calculating vacation accrual, which employees are eligible to receive after their one-year probationary period. (Moved from Section 8 below)~~

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 each member's years of service with the City of Beachwood.

~~**Section 8.** For new hires, and for current employees retroactive to January 1, 2021, up to six (6) twelve (12) years of service time with another police agency in the State of Ohio can be transferred to the City for the purpose of calculating vacation accrual, which employees are eligible to receive after their one-year probationary period. This was to be placed at the end of section 16.3~~

ARTICLE 17 **HOLIDAY PAY**

Section 1. Each ~~member of the~~ dispatcher shall be entitled to accrue and receive compensation for ~~twelve (12) fifteen (15)~~ personal days/ holidays, to be computed on the basis of ~~an eight (8) a~~ **twelve (12)** 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)~~ **twelve (12)** 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. 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.

~~Effective January 1, 2021, employees shall receive an additional three (3) days, computed on the basis of an eight (8) hour day, of personal time annually.~~

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, **Juneteenth**, 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.

While the adoption of the 12-hour work schedule noted in Article 13 shall be done with good-faith in the most expeditious manner possible, the parties stipulate to the following:

Prior to the adoption and implementation of the 12-hour work schedule noted in Article 13, the following provision applies: in the event that a member is "forced" to work overtime on a holiday or agrees to work for the employee "forced" to work the holiday, the member shall be compensated, for the hours or fraction thereof actually worked, at the rate of two and one-half (2 1/2) 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 trade of time are not "forced" to work for purposes of this section.

Upon the adoption and implementation of the 12-hour work schedule noted in Article 13, the following provision applies: in the event that a member works more than twelve (12) hours on a Holiday, the member shall be compensated, for the hours or fraction thereof actually worked in excess of twelve (12) hours, whichever is applicable, at the rate of two and one-half (2 1/2) times the member's straight time hourly rate. Compensation under this section will be paid for eligible hours worked on the actual, designated date of each respective holiday.

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 the 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. 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 or a Health Reimbursement Account Option. All bargaining unit members will be required to contribute four percent (4%) 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.

Section 2. Under the Health Savings Account Option the City will contribute annually to the member's Health Savings Account in the amounts of two thousand one hundred dollars (\$2,100.00) for individual coverage and four thousand two hundred dollars (\$4,200.00) for family coverage to help offset the deductibles as determined by the Internal Revenue Service (IRS) for Health Savings accounts (HSA) which are qualified high deductible healthcare plans (HDHP). The City may increase deductible rates where such increases are identified by the Internal Revenue Service ("IRS") or by other federal agency directives pertaining to Health Savings Account embedded-deductible plans.

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, one hundred percent (100%) if in the first quarter, seventy-five percent (75%) in the second quarter, fifty percent (50%) in the third quarter, and twenty-five percent (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. Park National Bank has an arrangement with the City to provide this account without an account fee (checks and

other items may have a cost) and the City will assist employees with opening an account with Park National Bank. However, employees are not required to use Park National 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 1. ~~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, or a Health Reimbursement Account Option. All Bargaining Unit members will be required to contribute 15% of the premium cost toward their health care. Effective January 1, 2022, a All bargaining unit members will be required to contribute four percent (4%) of the premium cost toward their health care., and the Healthcare Allowance required by the 2017-2020 collective bargaining agreement will be discontinued. The City will maintain an IRS §125 Plan (premium only plan) to make employees contributions pre-tax. Prior to January 1, 2022 the City's current coverage and benefits will remain unchanged.~~

Section 2. ~~Effective January 1, 2022, u Under the Health Savings Account Option the City will contribute annually to the members Health Savings Account two thousand one hundred dollars (\$2,100.00) for Individual Coverage and four thousand two hundred dollars (\$4,200.00) for Family Coverage to help offset the deductibles of two three thousand eight hundred dollars (\$2,800.00) (\$3,000) per individual and six five thousand six hundred dollars (\$5,600.00) (\$6,000) per family. The City may increase deductible rates where such increases are identified by the Internal Revenue Service ("IRS") or by other federal agency directives pertaining to HSA embedded deductible plans. For 2021 only, the City shall pay any bargaining unit member on single coverage the amount of any deductibles assessed exceeding two thousand six hundred dollars (\$2,600.00) up to a maximum payment of two hundred dollars (\$200.00); and shall pay any bargaining unit member on family coverage the amount of any deductibles assessed exceeding five thousand two hundred dollars (\$5,200.00) up to a maximum payment of four hundred dollars (\$400.00).~~

~~Once money is deposited into the employee's Health Savings 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, one hundred percent (100%) if in the first quarter, seventy-five percent (75%) in the second quarter, fifty percent (50%) in the third quarter, and twenty-five percent (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. 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. Health Care Committee. The Union may select one of its members and/or a designee as a participant in a health care committee to be established by the City and the City's unions to discuss issues related to the health insurance provided by the City. The committee shall consist of the Mayor, one (1) member from the Mayor's office, up to three (3) additional designees of the Mayor, and one (1) member and/or a designee from each union representing City employees. The purpose of the committee is to provide the City and the current provider with suggestions on the provision of health care services and concerns with current coverage. The purpose of the committee is also for the City to provide the committee with information related to potential changes in health care coverage, the level of benefits,

and/or providers. The committee may discuss, and by majority agreement, issue recommendations regarding a change in health care providers or insurers or modifications to existing levels of benefits for the following year. However, the committee is not responsible for selecting the health care provider or determining the level of benefits. Recommendations from the committee shall not be binding upon the parties. Any changes in health care benefits shall be subject to good-faith bargaining and agreement by the parties. The committee shall at a minimum meet at least annually before May 1 to address any issues with the health care plan and once after bids for a change in health insurance have been received. Before and after bids, the health care provider and/or City shall provide the committee members and/or designees information concerning insurance usage, information relating to potential renewal rates, potential plan change options, and any other information sought potentially impacting insurance costs. Either the City or any member of the committee may request to convene a meeting at any time with preferably at least a 24-hour notice.

ARTICLE 18.1

WELLNESS VISITS/NICOTINE USE AND INSURANCE BUYOUTS

~~Wellness: The City Health Insurance will remain the same for the next 3 years except for the following:~~

The **established** Wellness Program ~~will continue be implemented by introducing through~~ three (3) programs **offered** to employees in an **ongoing** effort to decelerate the increasing cost of healthcare. The three (3) programs are: 1) Yearly routine/preventive wellness checkups; 2) Nicotine usage/cessation; and 3) Insurance buyouts.

Section 1. Yearly routine/preventive checkups: Beginning ~~August 1, 2018~~ **January 1, 2025** ~~2024~~ **December 15, 2024**, each employee and spouse (if applicable) will have submitted to a wellness exam during the prior year. The form for completion from the Doctor's office will go directly to the insurance broker for verification; no information will be forwarded to the City of Beachwood. If an employee and spouse (if applicable) do not submit to a wellness exam by the ~~August~~ **December 31st** ~~15th~~ **15th** deadline, their employee contribution for health care will increase \$100 per person per month. This increase will be removed the following month in which the documentation is provided that the person went for a wellness check. The City will hold a wellness

clinic at least one (1) time per year in order to assist employees in getting their most vital statistics. ~~Beginning August 1, 2019, employees will be required to have the Wellness exams required under this section shall include results from the following tests performed:~~ Cholesterol levels, Glucose levels, and Blood Pressure

Section 2. Nicotine use/cessation: Beginning ~~August 1, 2018~~ ~~January 1, 2025~~ ~~2024~~ ~~December 15, 2024~~, each employee and spouse (if applicable) will be subject to a \$100 per person per month increase to the employee contribution for health insurance if the employee and/or spouse use nicotine products. All employees and spouses (if applicable) will be required to complete an affidavit confirming they are not nicotine users.

For nicotine users, the City will support any smoking cessation alternatives that are under the direction of the employee's physician.

Section 3. Insurance buyouts: The City shall pay \$600 per month for any married employee who waives City healthcare benefits completely in lieu of their spouse's employment coverage. Single employees will be paid \$300 per month if the employee opts for coverage from outside employment.

Additionally, if an employee's spouse elects to not be covered by the City's health care benefits the employee will receive \$300 per month.

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 and provided with such uniforms in the first year of service. Thereafter, each member shall be provided 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. **Dispatchers shall not be responsible for the replacement of computer equipment including keyboards, mice, and other electronic implements so long as replacement is required due to technical malfunction or normal wear and tear incurred during the usual course of business and not negligence or purposeful damage caused to City property by Employee.**

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 /TUITION 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 **their** 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-half~~ ~~(1/2)~~ ~~one-quarter~~ (1/4) hour of overtime for each ~~four~~ ~~two~~ (2) hours of training provided.

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 work.¹ Subsequently, on an annual basis, any dispatcher who has in excess of one thousand ~~five~~ ~~eight~~ hundred (~~1,500~~ **1,800**) 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~~ **1,890** 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

¹ 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.

future payment for all sick leave so converted. Upon death or retirement, a dispatcher (or his/her estate) shall be entitled to convert fifty-five percent (55%) 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/her work shift each day she/he 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 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, **but may be used in fifteen (15) minute increments after one (1) hour has been used, in accordance with Article 26 below.**

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.

Section 9. Should another bargaining unit within the City receive a sick leave incentive and/or a larger sick time bank than those within this agreement, the City will automatically increase those benefits to the superior levels.

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 four-hundred and eighty (**480**) work hours per

injury(ies), and must be used within nine (9) months of the injury(ies). 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(ies). 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. Bereavement leave shall be granted to all Dispatchers who are regularly scheduled to work the days for which they are requesting Bereavement Leave. Bereavement Leave shall be granted for a period not to exceed three (3) days for the death of a member of the employee's immediate family or one (1) day for any other family member. Immediate family is defined as the employee's spouse, parent, child, stepchild, grandchild, sibling, grandparents, the "in-law" counterparts of the aforementioned, or any other relative designated under the provisions of the Family Medical Leave Act. Dispatchers may, with supervisory approval, use any available paid leave, including sick leave, for additional time off as necessary. No amount of unused Bereavement Leave will be paid at year-end or upon termination.~~

ARTICLE 25
"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 26
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 27
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 28
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 29
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 30
UNFAIR LABOR PRACTICE

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

ARTICLE 31
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~~ **eighty- (80) hours of work per two-week pay period.**

Section 2. Seniority shall mean an employee’s uninterrupted length of continuous service with the City measured from his/her 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:

- Quits or resigns;
- Is discharged for just cause;

An employee shall not receive seniority credit during any disciplinary suspension without pay;
Is laid off for a period in excess of twenty-four (24) consecutive months;
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;
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.

Section 6. Seniority for Lead Dispatchers shall be based upon time as a Lead Dispatcher. In case for having the same hire date, the Dispatcher with the higher assessment test results shall have higher seniority.

ARTICLE 32

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~~ **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 33

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 34
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 35
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 2. The dispatchers shall use the time clock only ~~in~~ **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 3. While on City property, Dispatchers shall only be permitted to smoke in their personal vehicles or other approved locations.

Section 5 4. The Police Chief shall make reasonable provisions for a dispatcher to go on break.

ARTICLE 36
DISCONTINUANCE OF DISPATCH CENTER

In the event that the City makes the business decision to discontinue safety dispatching services and permanently separate the employment of every employee of the Dispatch unit, each separated employee shall receive three months' salary and healthcare benefits from the date of cessation of the services.

If the City enters into an agreement for safety dispatch services from another agency and is able to secure the employment of some or all of the members of the OPBA, then the severance package shall be prorated for the employed member based on the member's rate of pay/insurance benefits at the succeeding agency.

If the City makes the business decision to start its own safety dispatching services as a Council of Governments (COG) or other multi-agency dispatch center based in Beachwood, the members of the OPBA shall be offered employment first. Whether or not employment is accepted by the member, the severance package shall be prorated based on the pay/insurance benefits provided by the COG or agency.

If the member obtains employment other than described above, the member will report pay and insurance benefits to the City so that the severance package can be prorated upon those benefits.

ARTICLE 36 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 the date of ratification (**November 1, 2023**) until October 31, ~~2023~~ **2026** 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.

For the City

Justin Berns, Mayor
City of Beachwood
25325 Fairmount Blvd.,
Beachwood, Ohio 44122

For the O.P.B.A.

Jeff Perry
Ohio Patrolmen's Benevolent Association
10147 Royalton Road, Suite J
North Royalton, Ohio 44133

Signed this _____ day of _____, **2023**, at Beachwood, Ohio,
which Agreement shall be binding upon their successors in office.

CITY OF BEACHWOOD

**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**

Justin Berns
Mayor

Jeff Perry
OPBA Staff Representative

L. Stewart Hastings
Law Director

By: _____
Its: _____

AGREEMENT

BETWEEN

CITY OF BEACHWOOD

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(DISPATCHERS/ CLERKS)

Effective November 1, 2023 through October 31, 2026

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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, 2023, as well as all prior negotiated Memorandums of Understanding, are 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. (5) The term Dispatcher will, at times, be used to refer to Dispatchers or Lead Dispatchers.

Dispatchers holding the title of Lead Dispatcher shall serve at the pleasure of the Mayor, and their administrative duties, including removal from the position of Lead Dispatcher, are governed exclusively by the City’s Codified Ordinances. Removal from the office of Lead Dispatcher shall not be subject to the grievance procedure set forth herein.

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. In addition, for the purposes of formal recognition by the State Employment Relations Board, the basic, general classification for all employees in the bargaining unit will be considered to be "Safety Dispatcher."

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.

Section 3. Lead Dispatcher & Vacancy. Whenever a permanent vacancy exists for the position of Lead Dispatcher, notice of such vacancy shall be distributed by e-mail or posted on the bulletin boards where employee notices are usually posted for ten (10) calendar days. All such notices shall contain a description of the position to be filled, including job duties, working hours, special qualifications required, name and rank of immediate supervisor, and location of reporting and working. During the posting period, any eligible employee wishing to apply for the vacant position shall do so by submitting an application to the Human Resources Department or designee. The Employer shall not be obligated to consider any applications submitted after the posting period or any applicants who do not meet the minimum qualifications for the job.

It shall be the sole right and responsibility of the Chief of Police to administer and evaluate all promotional examinations, assessments, and testing procedures deemed appropriate for the position of Lead Dispatcher.

Appointment to the position of Lead Dispatcher shall be based upon the above-noted evaluation(s) and will be made at the discretion of the Mayor or his designee as set forth in Article 4 (Management Rights) of this Agreement.

Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the results of an assessment. An assessment must be given within ninety (90) days.

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 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 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 schedules; 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 provided herein.

ARTICLE 5

EMPLOYEES' RIGHTS

Section 1. An employee has the right to the presence and advice of an 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/her shall be advised of his/her constitutional rights before any questioning starts when required by law. Polygraph examinations shall not be used for purposes of questioning related to disciplinary interrogations or in any court proceeding related to this section.

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/she 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/she 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.

Section 7. Disciplinary records for reprimands shall not be used for progressive-discipline purposes 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. 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 of 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/her 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/her 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 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. 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/her 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/her 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/she 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 Council shall replace him. In the absence of both, either person may designate a person to replace him.

ARTICLE 11
WAGES, OVERTIME

Section 1. Wages: Wage advancements (vertical column) occur on each employee’s anniversary date with the City. Annual adjustments (horizontal row) occur with the pay period covering November 1st of each year.

Effective November 1, 2023, wages shall be assessed as follows:

| | 11/1/2023 | 11/1/2024 | 11/1/2025 |
|---------------------|-----------|-----------|-----------|
| | 4.0% | 3.75% | 3.50% |
| Initial Year | \$59,380 | \$61,607 | \$63,763 |
| 1 year anniversary | \$67,157 | \$69,675 | \$72,114 |
| 6 year anniversary | \$68,500 | \$71,069 | \$73,556 |
| 9 year anniversary | \$68,667 | \$71,242 | \$73,736 |
| 12 year anniversary | \$68,835 | \$71,417 | \$73,916 |
| 15 year anniversary | \$69,004 | \$71,591 | \$74,097 |
| 18 year anniversary | \$69,172 | \$71,766 | \$74,278 |
| 21 year anniversary | \$69,339 | \$71,939 | \$74,457 |
| 24 year anniversary | \$69,508 | \$72,114 | \$74,638 |
| 25 year anniversary | \$70,000 | \$72,625 | \$75,167 |

The City may start new employees at a rate higher than the initial year rate if the City determines that prior work, training, education and experience requires higher pay, but not higher than the “1-year anniversary” rate.

Section 2. Specialist Pay: Dispatchers who are able to perform the duties of clerk, perform CPR or are EMD (Emergency Medical Dispatch) Certified will receive an additional five percent (5%) of base pay. Percentage increases for specialist pay will be added to the base rate and computed into overtime.

Section 3. Matron Pay: As of November 1, 2023, Dispatchers will no longer be utilized for matron duty.

Section 4. Lead Dispatcher Pay: After January 1, 2024, those designated to hold the title of Lead Dispatcher, as determined through the appointment process outlined in this Agreement, shall receive a pay increase of ten percent (10%). This pay increase will be added to the present base rate of Dispatcher at the time of promotion to Lead Dispatcher and computed into overtime. The ten percent (10%) increase in pay shall be applied to the pay period immediately following his/her appointment to Lead Dispatcher and shall increase based upon the pay scale.

The present Dispatch Supervisor designated during the previous Agreement dated November 1, 2020 to October 31, 2023 shall be designated to hold the title of Lead Dispatcher under this agreement. She will retain her prior rate of pay differential.

ARTICLE 12

LONGEVITY FOR YEARS OF SERVICE

For historical purposes, on December 14, 2014, longevity was added to the annual base pay which is reflected in the wage tables in Article 11.

ARTICLE 13

WORKWEEK HOURS

Workweeks shall alternate between one thirty-six (36) hour workweek and one forty-four (44) hour workweek, equating to an eighty (80) hour pay period, in order to accommodate a 12-hour workday with one (1) eight (8) hour shift and staffing needs. The Dispatchers shall bid for the non-rotating shifts each fall prior to the vacation selection, based upon their seniority and rank.

The thirty-six (36) hour workweek begins with the Monday day shift at 6:00 AM and shall ordinarily consist of three (3) working days and four (4) days off. A workday is twelve (12) hours, which twelve hours includes a sixty (60) minute food break. No loss of pay due to food break. A shift shall begin at a time set by the Chief of Police. Any hours of work beyond forty (40) hours shall be considered to be overtime.

The forty-four (44) hour workweek begins with the Monday day shift at 6:00 AM and shall ordinarily consist of four (4) working days and three (3) days off. The work week shall consist of three (3) twelve (12) hour days and one (1) eight (8) hour day. The twelve (12) hour days include a sixty (60) minute food break and the eight (8) hour day 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.

As the forty-four (44) hour work week demands work in excess of forty (40) hours, overtime shall be paid for the four (4) hours worked in excess of forty (40) hours during that week.

ARTICLE 14

COMPENSATORY TIME; OVERTIME; COURT TIME; CALL IN

Section 1. Dispatchers shall be given the option of accumulating not more than two hundred (200) 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 (twelve (12) hours) worked for the purposes of computing overtime for that week. Compensatory time may only be used at times to be approved by the Police Chief.

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 three (3) hours. 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.

Section 3. Dispatchers who are notified to return to the Dispatch Center for duty during time that they would otherwise be off duty shall be entitled to remain on duty for a minimum of three (3) hours' 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) hours shall include travel time of thirty (30) minutes to and from the Dispatch Center. If the assignment for which the call to duty

was made concludes before the expiration of the entitled three (3) hour minimum, the member may elect to go off duty or to accept any other work offered to him/her. If the Dispatcher elects to go off duty, they will only receive pay for the time actually worked, and not the full three (3) hours.

Section 4. Dispatchers who are notified to appear at the Dispatch Center for purposes of training 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, prior to commencement of said training. Such three (3) hour minimum pay or work shall include travel time of thirty (30) minutes to and from the Dispatch Center. If the training for which the appearance was made concludes before the expiration of the three (3) hour minimum, the member may elect to go off duty or to accept any other work offered to him/her. If the Dispatcher elects to go off duty after training has concluded but prior to the expiration of three (3) hours, they will still receive pay for the full three (3) hour minimum offered in this section.

Section 5. On-Call Compensation. Any Dispatcher who is required to be on-call shall be compensated with one (1) hour of compensatory time for each instance of being on-call. However, should the Dispatcher actually be called in to work the shift they shall not receive the on-call premium. Dispatchers shall be placed on-call as equally as practical. Once one (1) hour has passed the Dispatcher is free from any on-call requirements.

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. 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. 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 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 six (6) years of vacation time to his accumulated vacation time with the City.

For new-hires, and for current employees retroactive to January 1, 2021, up to six (6) years of service time with another police agency in the State of Ohio can be transferred to the City for the purpose of calculating vacation accrual, which employees are eligible to receive after their one-year probationary period.

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 each member's years of service with the City of Beachwood.

ARTICLE 17

HOLIDAY PAY

Section 1. Each dispatcher shall be entitled to accrue and receive compensation for twelve (12) personal days/ holidays, to be computed on the basis of a twelve (12) 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 twelve (12) 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. 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, Juneteenth, 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.

While the adoption of the 12-hour work schedule noted in Article 13 shall be done with good-faith in the most expeditious manner possible, the parties stipulate to the following:

Prior to the adoption and implementation of the 12-hour work schedule noted in Article 13, the following provision applies: in the event that a member is "forced" to work overtime on a holiday or agrees to work for the employee "forced" to work the holiday, the member shall be compensated, for the hours or fraction thereof actually worked, at the rate of two and one-half (2 1/2) 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 trade of time are not "forced" to work for purposes of this section.

Upon the adoption and implementation of the 12-hour work schedule noted in Article 13, the following provision applies: in the event that a member works more than twelve (12) hours on a Holiday, the member shall be compensated, for the hours or fraction thereof actually worked in excess of twelve (12) hours, whichever is applicable, at the rate of two and one-half (2 1/2) times the member's straight time hourly rate. Compensation under this section will be paid for eligible hours worked on the actual, designated date of each respective holiday.

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 the 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. 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 or a Health Reimbursement Account Option. All bargaining unit members will be required to contribute four percent (4%) 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.

Section 2. Under the Health Savings Account Option the City will contribute annually to the member's Health Savings Account in the amounts of two thousand one hundred dollars (\$2,100.00) for individual coverage and four thousand two hundred dollars (\$4,200.00) for family coverage to help offset the deductibles as determined by the Internal Revenue Service (IRS) for Health Savings accounts (HSA) which are qualified high deductible healthcare plans (HDHP). The City may increase deductible rates where such increases are identified by the Internal Revenue Service ("IRS") or by other federal agency directives pertaining to Health Savings Account embedded-deductible plans.

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, one hundred percent (100%) if in the first quarter, seventy-five percent (75%) in the second quarter, fifty percent (50%) in the third quarter, and twenty-five percent (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. Park National Bank has an arrangement with the City to provide this account without an account fee (checks and other items may have a cost) and the City will assist employees with opening an account with Park National Bank. However, employees are not required to use Park National 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. Health Care Committee. The Union may select one of its members and/or a designee as a participant in a health care committee to be established by the City and the City's unions to discuss issues related to the health insurance provided by the City. The committee shall consist of the Mayor, one (1) member from the Mayor's office, up to three (3) additional designees of the Mayor, and one (1) member and/or a designee from each union representing City employees. The purpose of the committee is to provide the City and the current provider with suggestions on the provision of health care services and concerns with current coverage. The purpose of the committee is also for the City to provide the committee with information related to potential changes in health care coverage, the level of benefits, and/or providers. The committee may discuss, and by majority agreement, issue recommendations regarding a change in health care providers or insurers or modifications to existing levels of benefits for the following year. However, the committee is not responsible for selecting the health care provider or determining the level of benefits. Recommendations from the committee shall not be binding upon the parties. Any changes in health care benefits shall be subject to good-faith bargaining and agreement by the parties. The committee shall at a minimum meet at least annually before May 1 to address any

issues with the health care plan and once after bids for a change in health insurance have been received. Before and after bids, the health care provider and/or City shall provide the committee members and/or designees information concerning insurance usage, information relating to potential renewal rates, potential plan change options, and any other information sought potentially impacting insurance costs. Either the City or any member of the committee may request to convene a meeting at any time with preferably at least a 24-hour notice.

ARTICLE 18.1

WELLNESS VISITS/NICOTINE USE AND INSURANCE BUYOUTS

The established Wellness Program will continue through three (3) programs offered to employees in an ongoing effort to decelerate the increasing cost of healthcare. The three (3) programs are: 1) Yearly routine/preventive wellness checkups; 2) Nicotine usage/cessation; and 3) Insurance buyouts.

Section 1. Yearly routine/preventive checkups: Beginning December 15, 2024, each employee and spouse (if applicable) will have submitted to a wellness exam during the prior year. The form for completion from the Doctor's office will go directly to the insurance broker for verification; no information will be forwarded to the City of Beachwood. If an employee and spouse (if applicable) do not submit to a wellness exam by the December 15th deadline, their employee contribution for health care will increase \$100 per person per month. This increase will be removed the following month in which the documentation is provided that the person went for a wellness check. The City will hold a wellness clinic at least one (1) time per year in order to assist employees in getting their most vital statistics. Wellness exams required under this section shall include: Cholesterol levels, Glucose levels, and Blood Pressure

Section 2. Nicotine use/cessation: Beginning December 15, 2024, each employee and spouse (if applicable) will be subject to a \$100 per person per month increase to the employee contribution for health insurance if the employee and/or spouse use nicotine products. All employees and spouses (if applicable) will be required to complete an affidavit confirming they are not nicotine users.

For nicotine users, the City will support any smoking cessation alternatives that are under the direction of the employee's physician.

Section 3. Insurance buyouts: The City shall pay \$600 per month for any married employee who waives City healthcare benefits completely in lieu of their spouse's employment coverage. Single employees will be paid \$300 per month if the employee opts for coverage from outside employment.

Additionally, if an employee's spouse elects to not be covered by the City's health care benefits the employee will receive \$300 per month.

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 and provided with such uniforms in the first year of service. Thereafter, each member shall be provided 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. Dispatchers shall not be responsible for the replacement of computer equipment including keyboards, mice, and other electronic implements so long as replacement is

required due to technical malfunction or normal wear and tear incurred during the usual course of business and not negligence or purposeful damage caused to City property by Employee.

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 / TUITION 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 their 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-quarter (1/4) hour of overtime for each two (2) hours of training provided.

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 work.¹ Subsequently, on an annual basis, any dispatcher who has in excess of one thousand eight hundred (1,800) 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 1,890 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-five percent (55%) 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/her work shift each day she/he 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).

¹ 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.

Section 5. Male employees who request leave following the birth of a child are 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, but may be used in fifteen (15) minute increments after one (1) hour has been used, in accordance with Article 26 below.

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.

Section 9. Should another bargaining unit within the City receive a sick leave incentive and/or a larger sick time bank than those within this agreement, the City will automatically increase those benefits to the superior levels.

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 four-hundred and eighty (480) work hours per injury(ies), and must be used within nine (9) months of the injury(ies). 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(ies). 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 to all Dispatchers who are regularly scheduled to work the days for which they are requesting Bereavement Leave. Bereavement Leave shall be granted for a period not to exceed three (3) days for the death of a member of the employee's immediate

family or one (1) day for any other family member. Immediate family is defined as the employee's spouse, parent, child, stepchild, grandchild, sibling, grandparents, the "in-law" counterparts of the aforementioned, or any other relative designated under the provisions of the Family Medical Leave Act. Dispatchers may, with supervisory approval, use any available paid leave, including sick leave, for additional time off as necessary. No amount of unused Bereavement Leave will be paid at year-end or upon termination.

ARTICLE 25
"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 26
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 27
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 28

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 29

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 30

UNFAIR LABOR PRACTICE

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

ARTICLE 31
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 eighty (80) hours of work per two-week pay period.

Section 2. Seniority shall mean an employee's uninterrupted length of continuous service with the City measured from his/her 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:

Quits or resigns;

Is discharged for just cause;

An employee shall not receive seniority credit during any disciplinary suspension without pay;

Is laid off for a period in excess of twenty-four (24) consecutive months;

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;

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.

Section 6. Seniority for Lead Dispatchers shall be based upon time as a Lead Dispatcher. In case for having the same hire date, the Dispatcher with the higher assessment results shall have higher seniority.

ARTICLE 32

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 33

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 34

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 35
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. 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 3. While on City property, Dispatchers shall only be permitted to smoke in their personal vehicles or other approved locations.

Section 4. The Police Chief shall make reasonable provisions for a dispatcher to go on break.

ARTICLE 36
DISCONTINUANCE OF DISPATCH CENTER

In the event that the City makes the business decision to discontinue safety dispatching services and permanently separate the employment of every employee of the Dispatch unit, each separated employee shall receive three months' salary and healthcare benefits from the date of cessation of the services.

If the City enters into an agreement for safety dispatch services from another agency and is able to secure the employment of some or all of the members of the OPBA, then the severance package shall be prorated for the employed member based on the member's rate of pay/insurance benefits at the succeeding agency.

If the City makes the business decision to start its own safety dispatching services as a Council of Governments (COG) or other multi-agency dispatch center based in Beachwood, the members of the OPBA shall be offered employment first. Whether or not employment is accepted by the member, the severance package shall be prorated based on the pay/insurance benefits provided by the COG or agency.

If the member obtains employment other than described above, the member will report pay and insurance benefits to the City so that the severance package can be prorated upon those benefits.

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 the date of ratification (November 1, 2023) until October 31, 2026 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.

For the City
Justin Berns, Mayor
City of Beachwood
25325 Fairmount Blvd.,
Beachwood, Ohio 44122

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

Signed this _____ day of _____, 2023, at Beachwood, Ohio,
which Agreement shall be binding upon their successors in office.

CITY OF BEACHWOOD

**OHIO PATROLMEN’S BENEVOLENT
ASSOCIATION**

Justin Berns
Mayor

Jeff Perry
OPBA Staff Representative

L. Stewart Hastings
Law Director

By: _____
Its: _____

City of Beachwood

POLICE DEPARTMENT MEMORANDUM

TO: Mayor Justin Berns

FROM: Katherine McLaughlin
Chief of Police



DATE: October 23, 2023

SUBJECT: Request to Amend 145.01

I respectfully request to amend 145.01(C) and allow the ability for the Mayor to appoint four (4) Dispatchers to have the additional duties of and have the title Lead Dispatchers. The Lead Dispatchers, in addition to their Dispatcher duties, shall supervise plan, organize, and direct the day to day operations of their respectively assigned shifts within the Dispatch Center. This will assist in closer supervision as well as provide opportunity for additional leadership roles that are not currently exist within our Dispatch Center.

Thank you in advance for your consideration.

INTRODUCED BY:

ORDINANCE NO. 2023-111

AN ORDINANCE AMENDING SECTION 145.01(c), “DEPARTMENT ESTABLISHED; PERSONNEL” OF THE CODIFIED ORDINANCES OF THE CITY OF BEACHWOOD, OHIO MODIFYING THE MEMBERSHIP OF THE POLICE DEPARTMENT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Police Chief and the Mayor with the support and recommendation of Council wish to amend BCO Section 145.01 to reflect a change in in the Police Department regarding Lead Dispatchers.

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

Section 1: Existing Section 145.01(c), “Department Established; Personnel,” of the Codified Ordinances of the City of Beachwood, Ohio, be and the same is hereby amended to read and provide, as follows (new language in **bold**):

“145.01 DEPARTMENT ESTABLISHED; PERSONNEL”

- (c) The Mayor may appoint ~~one~~ **four (4)** Dispatchers to have the additional duties of ~~Dispatch Supervisor~~ **Lead Dispatcher**. ~~The Dispatch Supervisor~~ **Lead Dispatchers**, in addition to their Dispatcher duties, shall ~~supervise~~ **plan, organize, and direct** the day-to-day operations **of their respectively assigned shifts within the Dispatch Center**.

* * *

Section 2: Any other Ordinances or parts thereof in conflict herewith be, and the same hereby are, repealed to the extent of the conflict and all Ordinances not amended by this Ordinance shall remain in full force and effect.

Section 3: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 4: This Ordinance is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason that the employment provided herein is needed for the proper operation of an essential department of the City government; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2023-111

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 30th day of October, 2023, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 31st day of October, 2023.

Clerk

Approval: I have approved this legislation this 31st day of October, 2023, and filed it with the Clerk.

Mayor

City of Beachwood

POLICE DEPARTMENT MEMORANDUM

TO: Mayor Justin Berns

FROM: Katherine McLaughlin
Chief of Police



DATE: October 23, 2023

SUBJECT: Request for Signing Bonus

I respectfully request the ability to utilize signing bonuses in the amount of \$2,500 for any new patrol officer, both entry level and lateral, and each dispatcher at the time of hire not to exceed \$30,000. It is a difficult time to hire and retain officers and dispatchers, and we are looking for ways to attract qualified individuals to choose the City of Beachwood as a place to start or continue their career in law enforcement.

Thank you in advance for your consideration.

INTRODUCED BY:

ORDINANCE NO. 2023-112

AN ORDINANCE AUTHORIZING A SIGN-ON BONUS TO NEW HIRES FOR ENTRY-LEVEL AND LATERAL TRANSFER POLICE APPLICANTS AND NEW DISPATCHERS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, it is a difficult time to hire and retain Police Officers and Dispatchers; and

WHEREAS, the City of Beachwood is looking to attract qualified individuals; and

WHEREAS, the Police Chief has requested authorization to offer a twenty-five hundred dollar and no/cents (\$2500.00) one time sign-on bonus to new Entry Level Police Officers, Lateral Transfer Police Officers, and Dispatchers in a total amount not to exceed Thirty Thousand Dollars and No/Cents (\$30,000.00).

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

Section 1: Council authorizes an expenditure of twenty-five hundred dollar and no/cents (\$2500.00) as a one-time sign-on bonus to new Entry Level Police Officers, Lateral Transfer Police Officers, and Dispatchers in a total amount not to exceed Thirty Thousand Dollars and No/Cents (\$30,000.00).

Section 2: All new Police and Dispatcher hires will be required to sign a “sign-on bonus agreement” which outlines the requirements for receiving this incentive.

Section 3: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinance of the City.

Section 4: This Ordinance is hereby declared an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason of the immediate necessity of providing this sign-on bonus for new Police hires including Entry Level, Lateral Transfer, and Dispatchers; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2023-112

WHEREFORE, this Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 30th day of October, 2023, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 31st day of October, 2023.

Clerk

Approval: I have approved this legislation this 31st day of October, 2023, and filed it with the Clerk.

Mayor