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**AGREEMENT**

**BETWEEN**

**THE FRATERNAL ORDER OF POLICE,**

**OHIO LABOR COUNCIL, INC.**

**AND**



**THE CITY OF BEDFORD HEIGHTS**

**FOR ALL FULL-TIME CLERKS AND SECRETARIES**

**Effective January 1, 2020 through December 31, 2022**

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**ARTICLE 1**

**AGREEMENT/PURPOSE**

**Section 1.** This Agreement entered into by the City of Bedford Heights, hereinafter referred to as the “Employer,” and Fraternal Order of Police/Ohio Labor Council, Inc., hereinafter referred to as the “Bargaining Unit,” or the “FOP/OLC,” has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth, in entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the Bargaining Unit as defined herein. The parties acknowledge that during the negotiations, which resulted in this Agreement, each have the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

**ARTICLE 2**

**RECOGNITION**

**Section 1.** The Fraternal Order of Police, Ohio Labor Council, Inc. is recognized as the sole and exclusive representative for the Bargaining Unit of all regular full-time Secretaries in the Correction Unit in the Department of Police for the purpose of establishing rules and conditions of employment. The City of Bedford Heights will not recognize any other union, organization, or person as the representative for any of the Bargaining Unit members.

Included: All full-time Clerks and Secretaries in the Bedford Heights Police Department.

Excluded: All other employees.

**ARTICLE 3**

**NON-DISCRIMINATION**

**Section 1.** Both the City of Bedford Heights and the Bargaining Unit recognize their respective responsibilities under the Federal and State Civil Rights Laws, or employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City of Bedford Heights and the Bargaining Unit hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex, age or handicap.

**Section 2.** The City of Bedford Heights recognizes the right of all employees to be free to join the Union. The City of Bedford Heights agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the City of Bedford heights against any employee or any applicant for employment because of Union membership.

**ARTICLE 4**

**DUES DEDUCTION**

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

**Section 2.** No member of the bargaiing unit shall be required to become a member or financially support the FOP/OLC as a condition of employment. If an existing bargaining unit member seeks to terminate his membership with the FOP/OLC, the member must provide written notice of the same to the City and to the FOP/OLC, with his or her name and the effective date of

the termination. **Dues shall be paid over by the Employer once each month to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611 or such address as set by the FOP/OLC from time to time.**

**Section 3.** There shall be no discrimination, interference, restraint or coercion by the City against any employee for his activity on behalf of, or membership in, the FOP/OLC Membership in the FOP/OLC is not compulsory. Members of the bargainint unit have the right to join or not to join the FOP/OLC as each may decide. Neither party shall coerce or discriminate against an employee because of his/her decision to join or not to join the FOP/OLC

**Section 4.** The FOP/OLC hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the FOP/OLC shall indemnify the City for any such liabilities or damages that may arise.

**Section 5.** The City shall not interfere with or prevent bargaining unit members and their representatives from meeting on City property for the purpose of conducting FOP/OLC business. However, such meeting time and place shall be presented to the Chief in advance, for approval. The Chief shall not unreasonably withhold approval.

**Section 6.** Members of the FOP/OLC Contract Committee, which shall not exceed four (4), elected or appointed by the FOP/OLC shall have authorized leave from duty for all meetings which are arranged by the City and the FOP/OLC without loss of pay.

**Section 7.** The City will provide an aggregate total of sixty (60) hours per year for Union business which may be used by officers of the Union to participate in authorized Union meetings provided, however, that prior to such meetings, the employees will advise the Chief or Executive Officer.

## ARTICLE 5

### NO STRIKE/NO LOCKOUT

**Section 1.** It is understood and agreed that the services performed by the employees included in this Agreement are essential to the public health, safety and welfare. The Bargaining Unit, therefore, agrees that there shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services, during the term of this Agreement or any extensions thereof.

**Section 2.** The Employer agrees that neither it, its agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Bargaining Unit, unless those members shall have violated Section 1 of this Article.

**Section 3.** The FOP/OLC further agrees that neither it, its agents, representatives or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, slowdown or any other concerted activities which interfere with the operations or delivery of services of the Employer by its members during the term of this Agreement.

**Section 4.** In all cases of strike, sympathy strike, slow down, walkout or any unauthorized cessation of work in violation of this Agreement, the FOP/OLC shall undertake every reasonable means to induce employees to return to their jobs during any such period of unauthorized stoppage.

**Section 5.** The procedures contained in this Article shall govern disputes arising between the FOP/OLC and the Employer concerning proposed changes in terms and conditions of employment arising at the conclusion of the term of this collective bargaining agreement. The parties shall continue in full force and effect all terms and conditions of this existing Agreement

unless and until a new or modified Agreement is agreed upon or established by operation of this Article.

**Section 6.** After the conclusion of the term of this Agreement, if both parties agree that the negotiations to produce a successor agreement have reached an impasse, the parties shall submit their dispute to a final offer settlement procedure, binding conciliation in accordance with the procedures provided in this section. The conciliator shall be an arbitrator and shall have the power of an arbitrator under O.R.C. Section 2511 to issue subpoenas for the hearing. The conciliator shall take all the evidence and either party may make a record at its own expense. The conciliator shall be chosen by the parties utilizing the strike method.

**Section 7.** The conciliator shall make written findings of fact and publish a written opinion and order deciding the issues presented to him/her. He/she shall deliver a copy to each of the parties at the same time via U.S. mail or by fax. The parties shall each pay one-half the cost of the conciliation procedure.

**Section 8.** The issuance of a final offer settlement award constitutes a binding mandate to the Employer and the FOP/OLC to take whatever action may be necessary to implement the award. Both parties agree to be bound by the award and order on all issues resolved by the conciliator and all issues previously resolved by agreement of the parties during negotiations. This award, order and all previously negotiated agreements shall constitute amendments to this Agreement without the necessity of either party taking any further action. However, the parties may, if they desire to do so by agreement, execute an amended Collective Bargaining Agreement including the award and order of the conciliator and all tentatively agreement upon issue not submitted to the conciliator for resolution.



## ARTICLE 6

### FOP/OLC REPRESENTATION

**Section 1.** Non-employee representation by the FOP/OLC shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings or for monitoring the administration of this Agreement, upon approval of the Employer or its designee. The Employer or its designee shall facilitate any necessary contact between the representative and an on-duty Bargaining Unit member, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

**Section 2.** Release time shall be granted for members of the Negotiating and Grievance Committees in compensation for hours spent by each member in negotiations or grievance hearings. The release time shall be granted at a rate of one (1) hour earned and shall be taken at the discretion of the employee provided the release time does not create overtime or does not affect the minimum manpower requirements of the Employer.

**Section 3.** The FOP/OLC may schedule meetings on Police Department property insofar as those meetings are not disruptive of the duties of the employees or the efficient operation of the department. Special rank-and-file meetings may be held at any hour. Insofar as is feasible, all on or off-duty Bargaining Unit members shall be afforded the opportunity to attend these meetings. Off-duty Bargaining Unit members attending those meetings shall not be compensated for their attendance.

**Section 4.** Reasonable provisions shall be made by the Employer so that Bargaining Unit members selected by the FOP/OLC as representatives on their negotiating committee and scheduled for duty may be carried on special assignments for the entire assigned shift for the purpose of negotiating during the term of this Agreement. Upon advanced approval by the Chief of Police or his designee, time off may be allowed of up to eight (8) hours per person each week

for a maximum of one (1) member of the negotiating committee, designated in advance, during the last sixty (60) days of this Agreement, exclusive of any extensions.

**Section 5.** The FOP/OLC delegates shall be authorized an aggregate of three (3) work days of paid leave per calendar year for delegates to use any time during the year to attend FOP/OLC functions such as, but not limited to, conventions, educational meetings or conferences. The Employer shall make other reasonable provisions for authorizing vacation leave or personal allowance credits for employees to attend FOP/OLC functions in addition to the above-mentioned three (3) work days.

**Section 6.** The FOP/OLC may utilize all aforementioned provisions of this Article by having the delegate or his/her designee notify the Chief of Police as soon as practicable upon learning of the need for such leave, but not less than seven (7) calendar days prior to the commencement of said leave. No more than two (2) employees are designated by the FOP/OLC for said leave at any given time.

## **ARTICLE 7**

### **PROBATIONARY PERIOD**

**Section 1.** Every newly-hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of 180 days. A probationary employee who has lost work time due to illness or injury shall have his/her probationary period extended by the length of the illness or injury. A newly-hired probationary employee may be terminated at any time during his/her probationary period and shall have no right to appeal of the termination under this Agreement. In all non-disciplinary matters, the

probationary employee is entitled to FOP/OLC representation including the grievance and arbitration procedure.

## **ARTICLE 8**

### **MANAGEMENT RIGHTS**

**Section 1.** Except as specifically limited by explicit provisions of this Agreement, the Employer reserves and retains, solely, exclusively and without recourse to negotiations, all rights, powers and authority, including the right to determine and fulfill the mission of the Division of Police of the Department of Public Safety, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

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

- (j) To determine the financial policies and procedures of the Employer, including the exclusive right to allocate and expend all funds of the Employer;
- (k) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the ordinary and customary functions of the administration.

## **ARTICLE 9**

### **APPLICATION AND INTERPRETATION OF WORK RULES, POLICES AND DIRECTIVES**

**Section 1.** The FOP/OLC recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees while at work and the conduct of the Employer's services and programs.

**Section 2.** The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every employee shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to the highest official of the FOP/OLC prior to implementation.

**Section 3.** It is the Employer's intention that work rules, policies and directives are to be interpreted and applied uniformly to all employees under similar circumstances. Any employee against whom such rules, polices and directives are enforced may challenge their uniformity of application or interpretation as to that employee. This challenge shall be subject to the grievance procedure in Article 13.

**Section 4.** As soon as reasonably possible after the execution of this Agreement, the Employer shall furnish to the FOP/OLC a copy or copies of the existing written work rules.

**Section 5.** All new employees, for the duration of this Agreement, shall be supplied with a personal copy of all work rules, policies, procedures and directives.

**Section 6.** The FOP/OLC recognizes that it is the exclusive statutory duty of the Chief of Police to establish general rules for the operation of the department; however, the FOP/OLC may request that the Chief of Police and the Employer meet to negotiate the effects of any work rules upon wages and benefits.

## **ARTICLE 10**

### **RIGHTS OF BARGAINING UNIT MEMBERS**

**Section 1.** All rights and privileges affecting wages and benefits enjoyed by the Bargaining Unit members at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

**Section 2.** The Employer agrees to furnish the FOP/OLC with a written notice of the Employer's changes in Police Department rules, regulations or policies and procedures that would affect the working conditions of the Bargaining Unit members or equipment.

**Section 3.** The employer shall not attempt to erode the Bargaining Unit, the rights of Bargaining Unit members, or adversely affect the safety of the Bargaining Unit members.

## **ARTICLE 11**

### **COMMUNICABLE DISEASES**

**Section 1.** The Employer will provide required medical attention, including inoculations for employees or family members who either contract infectious disease or may be exposed to infectious disease that arises directly out of the work environment.

## **ARTICLE 12**

### **DISCIPLINE**

**Section 1.** Any Bargaining Unit member who is demoted, suspended or discharged shall be given written notice regarding the reason(s) for the disciplinary action within thirty (30) days after the occurrence giving rise to such disciplinary action or when management had knowledge of such occurrence. However, in the case of an investigation, such notice shall be given ten within (10) days after the completion of said investigation. Prior to the issuance of any suspension, demotion or discharge, the employee shall be entitled to a pre-disciplinary meeting and given the right to confer with and have present at any pre-disciplinary meeting a representative of the FOP/OLC. Disciplinary action taken by the Employer shall only be for reasonable or just cause.

**Section 2.** A Bargaining Unit member shall receive the actual disciplinary action against him/her no later than seven (7) days after the pre-disciplinary meeting, or in the case of a written reprimand, within thirty (30) days of the Employer's knowledge of the events giving rise to the discipline. Said discipline may be appealed in accordance with the grievance procedure in Article 13 of this Agreement.

**Section 3.** Records of disciplinary action shall have no force and effect nor shall they be considered for any subsequent disciplinary charges in accordance with the following schedule, barring no reoccurrence of the same incident:

Written reprimands – eighteen (18) months

Suspensions of four days or less – two (2) years.

**Section 4.** **Disciplinary actions more than three (3) years old will not be considered for the purpose of progressive discipline.**

## ARTICLE 13

### GRIEVANCE PROCEDURE

**Section 1** It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Accordingly, every employee shall have the right to present his/her grievance in accordance with the procedures herein, free from any interference, coercion, restraint, discrimination or reprisal.

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

**Section 3. Definitions.**

(a) **Aggrieved Party.** The “aggrieved party” shall be defined as only an employee or group of employees within the Bargaining Unit actually filing the grievance.

(b) **Party in Interest.** A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

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

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

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

**Section 6.** Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having such grievance informally adjusted without submitting a formal grievance pursuant to the terms of this Agreement. In the event a grievance is adjusted without the filing of a formal grievance, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. In addition, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

**Section 7.** The existence of this grievance procedure shall not be deemed to require any employee to pursue the remedies herein and shall not impair or limit the right of any employee to pursue other remedies. If an employee pursues other remedies not provided herein, he/she is deemed to automatically waive and forfeit the remedies provide by this grievance procedure.

**Section 8.** Time limits provided herein will be strictly adhered to. Any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within a specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

**Section 9.** This procedure shall not be used for the purpose of adding to, subtracting from or altering in any way any of the provisions of this Agreement.

**Section 10. Procedure.**

**Step 1:**

An employee may present his/her grievance orally or in writing to the immediate supervisor, through the FOP/OLC representative or personally. The immediate supervisor shall attempt to adjust the matter in a meeting between the FOP/OLC representative, the



aggrieved and himself/herself. If the grievance is presented orally and the immediate supervisor's disposition is not satisfactory, the matter shall be reduced to writing on the forms provided by the FOP/OLC. When the grievance is reduced to writing, there should be set forth in the same space provided all of the following:

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

The immediate supervisor shall give his/her answer in writing within seven (7) days. In the event the grievance is not satisfactorily settled in Step 1, the aggrieved party may appeal in writing to Step 2 within seven (7) days of receipt of the immediate supervisor's disposition.

**Step 2:**

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

**Step 3:**

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal may be filed with the Mayor within seven (7) days from the date of the Chief of Police rendering his decision. A copy of the Chief's decision shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of receipt of the written appeal. The hearing will be held with the aggrieved party and

his/her FOP/OLC representative. Either party may, if they so desire, produce witnesses if necessary to provide information to the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the FOP/OLC's representative with a copy to the employee within twenty-one (21) days from the date of the hearing.

## **ARTICLE 14**

### **ARBITRATION PROCEDURE**

**Section 1.** In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by default of the Employer, then within thirty (30) days after the rendering of the decision at Step 3 or a default by the Employer at Step 3, the FOP/OLC may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, either party may request that the American Arbitration Association ("AAA") submit a panel of seven (7) arbitrators from its National Academy panel, and the arbitrator shall be selected in accordance with AAA's then-applicable rules.

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

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

**Section 4.** The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association or the Federal Mediation and Conciliation Services.

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

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

**Section 7.** The FOP/OLC agrees to indemnify and hold the Employer harmless against any and all claims, demand, suits or other forms of liability that may arise out of any determination that the FOP/OLC failed to fairly represent a member of the Bargaining Unit in the exercise of his/her rights in this procedure.

## **ARTICLE 15**

### **WAGES AND PERS PICKUP COMPENSATION**

**Section 1.** Retroactive to **January 1, 2020**, the pay ranges for the following positions are as follows:

	<u>2020</u> (2.0%)	<u>2021</u> (2.0%)	<u>2022</u> (2.0%)
<b>Records Clerk</b>	<b>\$10.66 - \$21.04</b>	<b>\$10.87 - \$21.46</b>	<b>\$11.10 - \$21.89</b>
Administrative Secretary	\$N/A	\$N/A	\$N/A
Secretary to the Support Services Commander	\$N/A	\$N/A	\$N/A
Full-Time Corrections Facility Secretary	\$N/A	\$N/A	\$N/A

Retroactive to January 1, 2020, the actual hourly rates for the following positions are as

follows:

	<u>2020</u> (2.0%)	<u>2021</u> (2.0%)	<u>2022</u> (2.0%)
Records Clerk	<b>\$21.04 hr.</b>	<b>\$21.46 hr.</b>	<b>\$21.89 hr.</b>
Administrative Secretary	<b>\$N/A hr.</b>	<b>\$N/A hr.</b>	<b>\$N/A hr.</b>
Full-Time Corrections Facility Secretary	<b>\$N/A hr.</b>	<b>\$N/A hr.</b>	<b>\$N/A hr.</b>

**Section 2.** Pension. The Employer will make a contribution to PERS as required by state law.

**Section 3.** Compensation Time Bank. All employees, except the Chief of Police, may choose to receive all overtime in either compensation or compensatory time at the time the overtime is worked. An employee may accumulate compensatory time up to 240 straight-time hours, at which point all overtime shall be paid as earned. However, an employee may buy back accumulated compensatory time at any time by advising the Chief of Police in writing. When compensatory time is paid, it shall be calculated from the employee's base rate at the time it is taken.

Compensation time banked hours will be at the option of the employee. All overtime worked after employee's compensation time bank reaches 240 hours must be paid in cash in compliance with the provisions of Section 157.19, "Overtime Compensation," of the Codified Ordinances and the Fair Labor Standards Act.

**ARTICLE 16**

**LONGEVITY**

**Section 1.** Effective from the employee's start date for compensation of time, all employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule:

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

Longevity payments shall be paid on a pay period basis.

Effective January 1, 2011, no employee shall receive a longevity bonus greater than \$3,400 per year.

Any interruption in the service of an employee except for allowed vacation, holidays, sick leave, disciplinary suspension and/or authorized leave of absence shall be deemed a termination of such employee's tenure in office for the purpose of determining his/her eligibility for longevity pay.

**Section 2. Employees hired on or after December 31, 2019, shall receive an annual payment upon completion of three (3) years of continuous employment and service in the following amounts:**

<b><u>Years of Service</u></b>	<b><u>Annual Payment</u></b>
<b>4 to 8 years</b>	<b>\$600</b>
<b>9 to 13 years</b>	<b>\$900</b>
<b>14 to 18 years</b>	<b>\$1200</b>
<b>19 to 22 years</b>	<b>\$1500</b>
<b>23 years and over</b>	<b>\$1800</b>

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

## **ARTICLE 17**

### **SENIORITY**

**Section 1.** Seniority for all Bargaining Unit members shall be based upon the employee's total service as a full-time secretary with the Employer, City of Bedford Heights. The operation of seniority shall prevail for all applicable issues as prescribed herein.

**Section 2.** The Employer shall furnish to the FOP/OLC a seniority list upon request but not more often than once per calendar year. For vacation, scheduling and other matters, seniority shall be determined by the Bargaining Unit member's date of hire as listed in this section.

## **ARTICLE 18**

### **DUTY HOURS**

**Section 1.** The regular work week for all full-time employees of the Employer covered by this Agreement shall be forty (40) hours in a five (5) day work week being worked Monday through Friday.

**Section 2.** Mandatory training time is considered as time worked, excluding travel time to and from the training. If the training location is more than fifteen (15) total miles from the work place, mileage will be paid in accordance with the federal regulations.

**Section 3.** Once a year all females shall receive four (4) hours paid to receive a mammogram and pap test. All males shall receive two (2) hours paid for prostate screening. The aforementioned time shall be considered as active status. These preventative tests shall not count against the employee's sick time.

**Section 4.** Training. For purposes of this Article, all mandatory training, including travel time to and from school shall be considered time worked.

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

All travel time to and from training, whether voluntary or mandatory, shall be paid at the overtime rate or in compensatory time only at the base rate, unless an employee has accumulated sixty (60) straight-time hours of compensatory time, at which time said training shall be paid in compensation at the base rate.

## **ARTICLE 19**

### **OVERTIME PAY AND COURT TIME**

**Section 1.** Overtime in the amount of one and one-half (1½) times the employee's regular pay rate shall be paid for actual hours worked in excess of forty (40) in one (1) work week period (7 days) or eight (8) hours in a work day.

**Section 2.** Whenever approved by the Employer, employees called in to work for any time period shall be paid not less than three (3) hours or actual time spent, whichever is greater. When an employee is appearing in court on behalf of the Employer, he/she shall be paid not less than three (3) hours or actual time spent, whichever is greater.

**Section 3.** An employee may choose to receive overtime in either compensation or compensatory time; provided, however, that an employee may accumulate compensatory time up to two hundred forty (240) straight-time hours, at which point all overtime shall be paid out at the value at the time of cash-out. However, employees may buy back accumulated compensatory time at any time by advising the Chief of Police in writing. When compensatory time is paid, it shall be calculated from the employee's base rate at the time it is cashed-out.



## **ARTICLE 20**

### **UNIFORM ALLOWANCE**

**Section 1.** (a) **Clothing Allowance.** Each full-time employee, in addition to his/her regular compensation, shall receive an annual purchase order for the purpose of procuring regularly prescribed uniforms. The purchase order is to be used by the employee to procure uniforms from a list of stores and clothing/equipment approved by the Chief of Police. Such allowance shall be a maximum of Five Hundred Dollars (\$500.00) in any 12-month period, effective January 1, 2020, except that the maximum allowance for all new appointees during their first year of service shall be in such amount as approved by the Chief of Police or his designee to provide sufficient adequate uniforms and equipment, but shall include five long-sleeved shirts, five short-sleeved shirts, and five pairs of uniform pants.

(b) **Maintenance Allowance.** Each full-time employee shall, in addition to the above, receive an annual maintenance allowance of Four Hundred Fifty Dollars (\$450.00) per year for cleaning of such uniforms. Maintenance allowance shall be issued to the employee and distributed by the Chief of Police or his designee in equal amounts on April 15<sup>th</sup> and October 15<sup>th</sup> of each year.

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

**Section 3.** **Reimbursement of Clothing Allowance.** Any uniforms or equipment paid for by the Employer pursuant to this provision shall be and remain the property of the Employer during an employee's probationary period. Upon receiving a permanent appointment, such uniform or equipment shall become the property of the employee. All probationary employees

who do not receive a permanent appointment or leave the Employer during the probationary period shall return to the Employee all uniforms and equipment paid for by the Employer.

## **ARTICLE 21**

### **HOLIDAYS**

**Section 1.** All full-time employees shall receive the following paid holidays considered as active time worked for the purpose of overtime:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Friday after Thanksgiving
Good Friday	Christmas Day
Memorial Day	Personal Days (3)
Independence Day	

If any of the aforementioned holidays fall on a Saturday, the previous Friday shall be observed as a holiday period. If any of the aforementioned holidays fall on a Sunday, the following Monday shall be observed as a holiday period.

## **ARTICLE 22**

### **VACATIONS**

**Section 1.** Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

After one (1) yr. continuous full-time service	2 weeks
After six (6) yrs. continuous full-time service	3 weeks
After twelve (12) yrs. continuous full-time service	4 weeks
After seventeen (17) yrs. full-time continuous service	5 weeks

**Section 2.** Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time. Vacation time shall be taken at a time approved by the Employer. Requests submitted for use of vacation time will be granted or denied within seventy-two (72) hours of the request. An

employee who has earned vacation time by reason of being employed in this department shall be able to transfer his/her vacation time to another Bedford Heights department should he/she elect such a transfer. Vacation time will be computed via hours earned.

**Section 3.** Any employee who quits or is terminated or retires and has unused vacation time shall receive such vacation time.

## **ARTICLE 23**

### **HOSPITALIZATION AND LIFE INSURANCE**

**Section 1.** (a) The City will make available group insurance benefits in accordance with Attachment C or overall equivalent benefits provided by another carrier.

Effective April 1, 2020, all employees shall contribute twelve percent (12%) of the City's costs (or the fully-insured equivalent rate) for family health insurance (hospitalization, prescription drug, dental and vision coverage) and twelve percent (12%) of the City's cost (or fully-insured equivalent rate) for single health insurance (hospitalization, prescription drug, dental and vision coverage).

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

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

(c) Effective October 1, 2017, there shall be a fourth tier for prescription drugs so designated by the carrier for which a twenty percent (20%) co-pay, up to a maximum of \$250.00 per month, per Tier 4 drug shall be applied. Such co-payments shall count toward deductibles and/or out-of-pocket minimums.

(d) Effective October 1, 2017, the use of generic equivalent drugs whenever available and mail order for maintenance drugs (those requiring two or months of usage) shall be mandatory.

(e) The Employer will provide to all eligible Bargaining Unit members a Health Care Benefit Plan, Dental Insurance, Prescription Drug and Vision Care benefits as described in Exhibit A attached hereto, with contributions as noted therein (or benefits of the same overall level or greater as described in Exhibit A provided by other carriers).

**Section 2.** Where an employee's spouse has health coverage available through his/her employer, and the spouse remains covered under the City's plan, the employee shall be assessed an additional \$200.00 per month. Effective **January 1, 2021**, this spousal surcharge shall increase to \$225.00 per month. Effective January 1, 2022, this spousal surcharge shall increase to \$250.00 per month.

**Section 3.** **Life Insurance.** The Employer shall provide a term life insurance policy, with a face value of \$20,000.00, to each employee. An employee, at his/her own cost, may request an additional \$20,000.00 of life insurance coverage, provided the employee authorizes a payroll deduction to cover the premium of the additional life insurance coverage.

## **ARTICLE 24**

### **SICK LEAVE AND OTHER LEAVES**

**Section 1.** Each full-time member of the Bargaining Unit shall be entitled to sick leave of four and six-tenths (4.6) hours for each completed eighty (80) hours worked. Employees may use sick leave, upon approval of the Chief or his designee, for absence due to illness, injury, or exposure to contagious disease which could be communicated to other employees.

**Section 2.** When sick leave is used, it shall be deducted from employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The Chief

or other responsible administrative officer shall require the employee to furnish a qualified affidavit that his/her absence was caused by illness due to any of the causes mention in this section, if such absence was in excess of three (3) days or for a lesser period of time, if the Chief or his designee feels that such affidavit is necessary to prevent abuse of the provisions of this Article. The Employer reserves the right to require each employee applying for sick leave to be examined by a doctor named by the Employer to ascertain the nature and extent of illness claimed. Employees abusing the provisions of this Article are subject to discipline, up to and including discharge.

**Section 3.** Each full-time member of the Bargaining Unit shall be entitled to sick leave of four and six-tenths (4.6) hours for each completed eighty (80) hours of service. Sick leave shall not be counted towards completed hours of service under this section or any other section of this Contract pertaining to sick leave. Unused sick leave shall be cumulative without limit for sick leave purposes. Requests submitted for use of sick time will be granted or denied within forty-eight (48) hours of the request. The previously accumulated sick leave of an employee who has been separated from the public service of the Employer may be placed to his/her credit upon his/her re-employment by the Employer, upon approval of the Mayor.

**Section 4.** Effective January 1, 2011, each member of the Bargaining Unit with ten or more years of service at the time of separation (i.e., retirement, layoff, death, dismissal or resignation) shall receive pay for unused sick leave based upon his or her rate of pay at the time of separation for one-half of his or her accrued but unused sick leave. Such payment shall be made only once to any employee upon separation.

**Section 5.** For purposes of compensation under this provision, hourly rate of pay shall be defined as an employee's actual base rate excluding all other waged tied benefits.

**Section 6.** Twelve (12) hours of compensatory time shall be accrued by every bargaining unit member for each six-month period without using sick time.

**Section 7. Bereavement Leave.**

(a) When the use of bereavement leave is due to the death of an immediate family member, “Immediate family” shall be defined to include the employee’s spouse, mother, father, children, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandchildren and grandparents, significant other and 1<sup>st</sup> generation aunts and uncles. Upon a request by the employee, he/she will be excused for up to three (3) consecutive days off or five (5) consecutive days off if the funeral is out of town of at least 250 miles which will include the day of the funeral, provided it is attended by the employee. Said employee will receive the normal rate of pay.

**Section 8. Jury Duty.** An employee, while serving upon a jury in any court of record, shall be paid at his/her regular salary rate for each of his/her work days during the period of time so served.

**Section 9. Military Leave.** Employees shall be granted leaves of absence for military duty in accordance with federal and state law. In the case of a declared war, the Employer shall pay the difference between the employee’s pay with the Employer and his or her military pay.

**Section 10. Leave Without Pay.** Leaves of absence for good reasons without pay may be granted at the sole discretion of the Chief and the Mayor.

**Section 11. Maternity Leave.** Each female employee of the Employer shall be notified that it is the policy of the City of Bedford Heights to treat maternity-related matters in accordance with the Family Medical Leave Act.

**Section 12.** Twenty-four (24) hours of compensation shall be paid to every bargaining unit member for each six (6) month period (January 1<sup>st</sup> through June 30<sup>th</sup> and July 1<sup>st</sup> through December 31<sup>st</sup>) the member does not utilize sick time.

## **ARTICLE 25**

### **LAYOFFS/RE-CALLS/RETIREMENT**

**Section 1.** In the event of a layoff or job abolishment situation, all part-time employees assisting Bargaining Unit members in the performance of their work shall be laid off first and members of the Bargaining Unit will be laid off in accordance with their departmental seniority (last hired, first laid off). A member of the Bargaining Unit who is laid off shall be given at least a twenty-one (21) day notice prior to said layoff. 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 2.** A recall from layoff will be based upon departmental seniority (last laid off, first recalled). Any layoff which the Employer deems necessary in accordance with O.R.C. 124 shall be a management right. However, should a full-time Bargaining Unit member be laid off, he/she shall have the right to displace a part-time employee. Should employment conditions improve, the displaced full-time Bargaining Unit member shall be returned to full-time status.

**Section 3.** If an employee is eligible to receive vacation, holiday, longevity or any other pay normally received in the course of employment, which also includes pro rata pay due for the current year at the current rate of pay in accordance with the applicable provisions of the ordinance of the Employer, it shall be paid to the employee or in the event of death, to the employee's estate.

## **ARTICLE 26**

### **MISCELLANEOUS**

**Section 1.**     **Printing and Supplying.**     This Agreement and any future Agreement shall be supplied to each employee by the Employer at no cost to the employee.

## **ARTICLE 27**

### **PERSONNEL FILES**

**Section 1.**     Personnel files are considered public records as defined in the Ohio Revised code. Bargaining Unit members shall have access to their records including training, attendance and payroll records as well as those records maintained as personnel file records.

**Section 2.**     Every Bargaining Unit member shall be allowed to review the contents of his/her personnel file at reasonable times upon written request except that any Bargaining Unit member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the Bargaining Unit member.

**Section 3.**     All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file which shall be maintained in the office of the Chief of Police or his designee. The affected Bargaining Unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No unfounded complaint shall become part of any Bargaining Unit member's personnel file.

## **ARTICLE 28**

### **LABOR MANAGEMENT AND SAFETY COMMITTEE**

**Section 1.**     The Labor Management and Safety Committee shall consist of the Employer or its designee, the Chief of Police or his/her designee, a member of the Bargaining



Unit, and the Union Representative, if needed. It is mutually agreed that this committee shall meet on a quarterly basis or as mutually agreed, after a written request from either party for the purpose. The parties will discuss pending issues and to promote a more harmonious labor/management relationship and to discuss ways to improve efficiency within the department. The Employer and the FOP/OLC shall comply with all applicable federal and state laws, rules, and regulations with regard to safety.

## **ARTICLE 29**

### **CONFLICT WITH LAW AND SEPARABILITY**

**Section 1.** The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term. The parties agree that should any provision of this Agreement be found to be invalid, they will attempt to negotiate replacement language on the same subject matter within thirty (30) calendar days.

## **ARTICLE 30**

### **DURATION**

**Section 1.** This Agreement shall become effective upon ratification and shall remain in full force and effect through December 31, 2022. Any amendments to this Agreement, to be binding on the parties hereto, shall be written, signed by the parties and attached to an original, executed copy.

**Section 2.** The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed and signed by their duly authorized representatives this 5<sup>th</sup> day of May, 2020.

CITY OF BEDFORD HEIGHTS

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL

By: Fletcher Berger 5/1/20  
Mayor Fletcher D. Berger

By: Patricia L. Grosz 5/5/20  
Patricia Grosz

By: Otto J. Holm, Jr. 4/22/20  
Otto J. Holm, Jr.  
FOP/OLC Staff Representative

Approved: Ross S. Cirincione  
By: Ross S. Cirincione  
Ross S. Cirincione  
Director of Law


NEGOTIATIONS BETWEEN  
THE CITY OF BEDFORD HEIGHTS  
AND  
FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.  
(ALL FULL-TIME CLERKS AND SECRETARIES)

"ME-TOO" AGREEMENT

The City agrees that if, during this round of negotiations (2020-2022 CBA term), it negotiates more favorable wage increases or insurance-related benefits for its Firefighters, as compared to those negotiated with the FOP/OLC, it will agree to modify the 2020-2022 agreements with the FOP/OLC to reflect those more favorable terms.

This agreement shall not apply to a conciliation award, and shall not apply to a delay in implementation of changes to insurance benefits which are caused by a delay in completion of the City's negotiations with the Firefighters.

FOR THE CITY:

  
\_\_\_\_\_  
Ross S. Cirincione      Date  
Law Director      4/30/20

FOR THE FOP:

  
\_\_\_\_\_  
Otto J. Holm, Jr.      Date  
Counsel for the FOP/OLC      4/22/20