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AGREEMENT

BETWEEN

CITY OF BEACHWOOD

AND

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

Effective from date of ratification through October 31, 2026

## Table of Contents

|   |    |
|---|----|
| ARTICLE 1 RECOGNITION; BARGAINING UNIT .....  | 3  |
| ARTICLE 2 MANAGEMENT RIGHTS .....   | 4  |
| ARTICLE 3 NO STRIKE/NO LOCKOUT .....  | 5  |
| ARTICLE 4 NON-DISCRIMINATION .....  | 5  |
| ARTICLE 5 GRIEVANCE-ARBITRATION .....   | 6  |
| ARTICLE 6 GRIEVANCE PROCEDURE.....  | 6  |
| ARTICLE 7 GRIEVANCE; TIMELINESS .....   | 8  |
| ARTICLE 7.1 DISCIPLINE.....   | 9  |
| ARTICLE 8 WAGE; OVERTIME AND COMPENSATORY TIME.....   | 10 |
| ARTICLE 9 LONGEVITY FOR YEARS OF SERVICE.....   | 15 |
| ARTICLE 10 WORK WEEK; HOURLY RATE.....  | 16 |
| ARTICLE 11 SHIFT RESCHEDULING.....  | 17 |
| ARTICLE 12 DUES DEDUCTION.....  | 18 |
| ARTICLE 13 VACATION AND HOLIDAYS.....   | 18 |
| ARTICLE 14 HOSPITALIZATION .....  | 20 |
| ARTICLE 14.1 WELLNESS VISITS/NICOTINE USE AND INSURANCE BUYOUTS .....                       | 22 |
| ARTICLE 15 PENSIONS.....  | 24 |
| ARTICLE 16 UNIFORMS AND EQUIPMENT .....   | 24 |
| ARTICLE 17 SICK LEAVE, INJURY LEAVE, BEREAVEMENT LEAVE, SWITCH TIME<br>AND UNION LEAVE..... | 25 |
| ARTICLE 18 USE OF LEAVE TIME .....  | 28 |
| ARTICLE 19 MILITARY LEAVE .....   | 28 |
| ARTICLE 20 RETIREMENT; TERMINATION .....  | 28 |
| ARTICLE 21 UNFAIR LABOR PRACTICE.....   | 29 |
| ARTICLE 22 PERSONNEL FILES AND POLICY .....   | 29 |
| ARTICLE 23 LEGALITY .....   | 30 |
| ARTICLE 24 TRAINING TIME AND TUITION REIMBURSEMENT .....                                    | 31 |
| ARTICLE 25 LABOR MANAGEMENT & SAFETY COMMITTEE .....  | 32 |
| ARTICLE 26 SENIORITY.....   | 33 |
| ARTICLE 27 LAYOFF AND RECALL.....   | 34 |
| ARTICLE 28 DURATION.....  | 36 |

Exhibit A..... 37  
SUMMARY OF COVERAGE AND BENEFITS INSURANCE..... 37  
..... 37  
\*HSA deductible amounts may change consistent with I.R.S. or other federal agency directives  
pertaining to HSA embedded-deductible plans. .... 37  
Side Letter Agreement ..... 38

## **AGREEMENT**

This Agreement is entered into between the CITY OF BEACHWOOD (hereinafter referred to as the “City”),) and FRATERNAL ORDER OF POLICE, LODGE 86 and the FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL (hereinafter referred to as “F.O.P.”).

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve essential services to the citizens of Beachwood, establish a basis for securing cooperation and goodwill between the City, and its employees, and sets forth the basic understanding between the parties covering the rates of pay, hours of work, and other conditions of employment for employees represented by the Union. The undersigned hereby agree that the Collective Bargaining Agreement between the City and F.O.P. with an expiration date of October 31, 2023, is hereby superseded by this Agreement.

### **ARTICLE I** **RECOGNITION; BARGAINING UNIT**

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

Lieutenants holding the title of Captain shall receive a five percent (5%) differential above their applicable Lieutenants' rate (retroactive to November 1, 2023).

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

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

**ARTICLE 3**  
**NO STRIKE/NO LOCKOUT**

The F.O.P. shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strikes, slowdown, walkout, concerted “sick leave” or mass resignation, work stoppage, picketing, or interference of any kind at any operation of the City for the duration of this Agreement.

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

The F.O.P. shall at all times cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of the first paragraph. In the event any violation occurs, the F.O.P. shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation of the City is prohibited and not in any way sanctioned or approved by the F.O.P. Furthermore, the F.O.P. shall also immediately advise all employees to return to work at once.

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

**ARTICLE 4**  
**NON-DISCRIMINATION**

Both the City and the F.O.P. recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the F.O.P. hereby reaffirm their commitments, legal and moral, not to discriminate or show favoritism in any manner relating to employment on the basis of race, color, creed, national origin, sex, or F.O.P. activities.

**ARTICLE 5**  
**GRIEVANCE-ARBITRATION**

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

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

A grievance is a dispute or difference between the City and the F.O.P., or between the City and an employee other than probationary employees, concerning the interpretation and/or application of any provision of this Agreement and any disciplinary actions. Whenever the words “Mayor” or “Chief of Police” are used in this contract, they may act by a designee. When any such grievance arises, the following procedure shall be observed:

**Step I(A)** An employee who has a grievance may take it up orally with his immediate supervisor, either alone or accompanied by his F.O.P. representative, who may be present throughout all stages of the grievance procedure, within fourteen (14) calendar days after the employee has knowledge, or should have had knowledge, of the event or events upon which his grievance is based. The immediate supervisor shall give his answer to the employee within seven (7) calendar days after the grievance is presented to him.

**(B)** With the exception of verbal or written reprimands, an employee may be entitled to an informal hearing before the Chief of Police prior to the implementation of the disciplinary action of suspension, demotion, or discharge at the discretion of the Chief. Such request shall be in writing to the Chief within seven (7) calendar day following the supervisory answer in Step 1. Such request should set forth the complete details of the grievance, i.e., the facts upon which it is

based, the approximate time of the occurrence, and the specific relief or remedy requested. Such informal hearing shall occur as soon as reasonably possible.

**Step 2** If the employee's grievance is not satisfactorily settled in Step 1, the grievance shall, within seven (7) calendar days after the receipt of the Step 1 or Step 1(A) answer, be reduced to writing and filed with the Chief of Police, setting forth the complete details of the grievance, i.e., the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested, dated, and signed by the employee. The Chief shall give a written answer within seven (7) calendar days after the receipt of said grievance in writing.

**Step 3** If the grievance is not satisfactorily settled at Step 2, the employee may, within seven (7) calendar days after the receipt of the Step 2 answer, appeal in writing to the Mayor. Such written appeal should set forth the complete details of the grievance, i.e., the facts upon which it is based, the approximate time of the occurrence, and the specific relief or remedy requested. The Mayor shall give a written answer within fourteen (14) calendar days after said grievance is received.

**Step 4** If the grievance is not satisfactorily settled at Step 3, the F.O.P. may submit the grievance to arbitration by notifying the Mayor in writing of its intent to do so within fourteen (14) days after the Step 3 answer was issued. If the City and the F.O.P. cannot agree upon an impartial arbitrator, either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS) and an arbitrator will be chosen by the alternate striking of the list with the party requesting the list striking first and continuing until one arbitrator remains. By mutual agreement, either party may request a second list from FMCS. The arbitrator selected shall



have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The fees and expenses of the arbitrator and the FMCS shall be borne equally by the parties.

**ARTICLE 7**  
**GRIEVANCE: TIMELINESS**

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

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

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

**Section 4.** The F.O.P. shall have final authority, in the F.O.P.'s capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure if the F.O.P. determines that the grievance lacks merit or justification under the terms of this Agreement or that it has been settled or adjusted in a fair and equitable manner consistent with the terms and spirit of this Agreement and the underlying continuing relationship of the parties. The City may withdraw any grievance it files at any time.

**Section 5.** Should the City file a grievance against the F.O.P. for any violation of this contract, it shall file such grievance in writing with the F.O.P. setting forth the details of the

grievance and the violation(s). The parties shall meet within ten (10) days to resolve the grievance. If the grievance remains unresolved (unless the time be extended by mutual agreement), the City may submit the grievance to arbitration with the same procedure as found in Grievance Procedure, Step 4. The City may also elect to request any other remedy provided by the laws of the State of Ohio.

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

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

## **ARTICLE 7.1** **DISCIPLINE**

**Section 1.** Disciplinary action taken by the City for a non-probationary employee shall be only for just cause. Disciplinary action taken against a probationary employee shall not be appealable through the grievance procedure addressed in this Agreement.

**Section 2.** A non-probationary employee shall be provided a written notice of the charges and the reason(s) for disciplinary action(s) to be taken. Said notice shall be provided no less than seventy-two (72) hours prior to a pre-disciplinary conference that may result in suspension, loss

or reduction of pay, demotion or termination of employment. The employee shall be entitled to attend the conference, with or without a F.O.P. representative of his or her choosing, or to waive attendance to the conference.

**Section 3.** Forms of discipline shall be:

1. Written warning;
2. Written reprimand;
3. Suspension (employee may, by mutual consent, use accrued holiday leave, accrued vacation leave or compensatory time in lieu of serving an unpaid suspension);
4. Demotion, and;
5. Discharge or termination of employment.

**Section 4.** An employee shall be permitted to review his/her own departmental work product, i.e., notes, report, body worn camera or dash cam video or audio prior to providing a written statement or submitting to an investigative interview concerning a formal internal investigation. Additionally, an employee shall be permitted to review the dash/body camera video or audio recordings produced as a result of another officer(s)' involvement in the incident under internal investigation if the incident involves the use of force or results in physical harm to a citizen.

**ARTICLE 8**  
**WAGE; OVERTIME AND COMPENSATORY TIME**

**Section 1. Wages.** (Annual rates of pay; payable bi- weekly).

Retroactive to November 1, 2023, wages shall be increased by 4.0%.

Effective November 1, 2024, wages shall be increased by 3.75%.

Effective November 1, 2025, wages shall be increased by 3.50%.

|                      | Effective<br><u>11/1/2023</u> | Effective<br><u>11/1/2024</u> | Effective<br><u>11/1/2025</u> |
|----------------------|-------------------------------|-------------------------------|-------------------------------|
| <u>Sergeants</u>     |                               |                               |                               |
| 3 year anniversary   | \$108,447                     | \$112,514                     | \$116,452                     |
| 7 year anniversary * | \$110,616                     | \$114,765                     | \$118,781                     |
| 10 year anniversary  | \$110,886                     | \$115,044                     | \$119,071                     |
| 13 year anniversary  | \$111,157                     | \$115,326                     | \$119,362                     |
| 16 year anniversary  | \$111,429                     | \$115,607                     | \$119,654                     |
| 19 year anniversary  | \$111,700                     | \$115,889                     | \$119,945                     |
| 22 year anniversary  | \$111,972                     | \$116,171                     | \$120,237                     |
| 25 year anniversary  | \$112,242                     | \$116,451                     | \$120,527                     |

\* 7-25 year anniversary rates incorporate the longevity rates stipulated in Article 9, Longevity for Years of Service.

|                      | Effective<br>11/1/2023 | Effective<br>11/1/2024 | Effective<br>11/1/2025 |
|----------------------|------------------------|------------------------|------------------------|
| <u>Lieutenants</u>   |                        |                        |                        |
| 3 year anniversary   | \$122,545              | \$127,141              | \$131,591              |
| 7 year anniversary * | \$124,997              | \$129,684              | \$134,223              |
| 10 year anniversary  | \$125,301              | \$130,000              | \$134,550              |
| 13 year anniversary  | \$125,609              | \$130,319              | \$134,881              |
| 16 year anniversary  | \$125,915              | \$130,637              | \$135,209              |
| 19 year anniversary  | \$126,223              | \$130,956              | \$135,540              |
| 22 year anniversary  | \$126,527              | \$131,272              | \$135,867              |
| 25 year anniversary  | \$126,834              | \$131,591              | \$136,196              |

\* 7-25 year anniversary rates incorporate the longevity rates stipulated in Article 9, Longevity for Years of Service.

**Rank differential.**

Retroactive to November 1, 2023, Sergeants shall be paid wages equal to thirteen percent (13%) above police officers wages (over 2 years of service).

Retroactive to November 1, 2023, Lieutenants shall be paid wages equal to thirteen percent (13%) above Sergeants wages.

**Specialist Pay.**

Members of the SWAT team, Detectives, bicycle patrol, hostage negotiation and any other specialized units established by the Chief of Police, Evidence Technician and Traffic Bureau will receive an additional five percent (5%) of base pay. Percentage increases for specialist pay will be added to the base rate and computed in to overtime.

**Section 2. Overtime; Compensatory time.** Members of the F.O.P. shall be given the option of accumulating not more than two hundred (200) hours of compensatory time off for overtime at the following rate: Overtime shall be paid for, or compensatory time shall be allowed on, the basis of one and one-half (1-1/2) hours' pay or compensatory time for each hour of overtime. There shall be no minimum overtime.

- A. **8-Hour Employees.** For 8-hour employees, overtime shall be compensated for at the one and one-half (1-1/2) basis only when such employee works not less than forty (40) hours during the week when overtime is required; except that a day taken off as vacation time, compensatory time, sick time, holiday/personal day or "switch time" shall be counted as a day (8 hours) worked for the purpose of computing overtime for that week.
- B. **12-Hour Employees.** For 12-hour employees, overtime shall be compensated at the one and one-half (1-1/2) basis only when such employee works not less than eighty (80) hours during the two-week pay period when overtime is required, except that a day taken off as vacation time, compensatory time, sick time,

holiday/personal day or “switch time” shall be counted as a normal scheduled day (twelve (12) hours) worked for the purpose of computing overtime for that two-week pay period.

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

**Section 4. Call-in.** Police officers who are notified to return to the Police Station for duty during time that they would otherwise be off duty shall remain at work for a full three (3) hours. ~~ø~~If notified by a supervisor that all work is completed, the Police Officer may elect to go off duty prior to working three (3) hours. If the Police Officer elects to go off duty prior to working three (3) hours, they will only be compensated for the actual time they worked. The Police Officer 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) hour minimum pay or work shall include travel time of thirty (30) minutes to and from the Police Station. A Police Officer may not be simultaneously compensated for work by an outside entity (i.e. side job) and the City of Beachwood under this section. Police Officers responding to call outs for special assignments unrelated to routine patrol (i.e. SWAT, K9, Bomb Squad, Accident Investigation Unit, etc.) shall always be entitled to a minimum of three hours pay regardless of the length of time worked.

**Section 5. Holiday Work.** Should an employee be scheduled, and in fact work, on the New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Independence Day,

Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day, he/she shall be paid at the current overtime rate in addition to the other usual treatment of holidays as contained elsewhere in this agreement.

**Section 5.1 Compensation for Working Overtime on a Holiday.** In the event that a member works more than eight (8) hours or twelve (12) hours on a Holiday, the member shall be compensated, for the hours or fraction thereof actually worked in excess of eight (8) or 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.

**Section 6. Advanced Firearm Proficiency Compensation.** Police Officers who successfully demonstrate advanced firearms proficiency in accordance with this section will receive an increase of one percent (1%) of their respective base pay calculated on the following January 15<sup>th</sup> of each year they successfully qualify (beginning January 15, 2024). The advanced firearms proficiency course of fire shall be the OPOTA duty pistol qualification course with a target 80% the size of the regular OPOTA duty pistol qualification target. The period in which eligibility will be determined shall open every November 1st hereafter (beginning November 1, 2023) and shall run until each subsequent December 31 (initially December 31, 2023) while this agreement is in effect.<sup>1</sup> Only active officers are eligible to receive the 1% increase as described in this section. Eligible officers must requalify each year during the denoted qualification period(s) to receive the 1% increase described in this section. The 1% increase in this section is a 1% increase in base pay for that respective year only. Should an employee qualify in multiple successive years, this

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<sup>1</sup> Qualification periods to determine eligibility for this 1% increase are as follows: November 1, 2023 to December 31, 2023; November 1, 2024 to December 31, 2024; November 1, 2025 to December 31, 2025.

increase does not “stack” to 2% or 3%; rather, the increase remains a 1% increase on that year’s base pay. The 1% increase for advanced firearms proficiency will be added to the base rate and computed into overtime. This 1% increase, which shall be calculated on January 15<sup>th</sup> of each year for qualifying employees, shall be applied to the next available pay period. Should an employee fail to re-qualify under the terms of this section in any subsequent year, the 1% increase will be removed effective the pay period immediately following the January 15<sup>th</sup> after their failure to qualify. Upon any failure to re-qualify, the employee’s pay will revert to the appropriate prior rate of base pay.

Members of the Gold Bargaining Unit were made aware of this section prior to the ratification of this contract and were encouraged to qualify during the time period mentioned above (November 1, 2023 to December 31, 2023). The proposed 1% increase for the time period November 1, 2023 to October 31, 2024 shall apply retroactively to those officers who have proof of qualification on file with the Beachwood Police Department.

**ARTICLE 9**  
**LONGEVITY FOR YEARS OF SERVICE**

As of November 17, 2014, the former longevity has been computed based upon the Patrolman’s two-year anniversary pay and added to the wage scale based on the percentages below:

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

Separately paid longevity has been eliminated.



Any member who has been employed as a full time Peace Officer by the State of Ohio, any of its political subdivisions, or private entities that employ certified sworn Peace Officers, and who is then employed by Beachwood within ten (10) years after termination from such other public employer shall be allowed to apply those prior years of service as years of credit to the longevity scale. The employee shall advise the City of relevant prior service time within six (6) months of employment with the City. Failure to inform the City constitutes a waiver of prior service credit.

**ARTICLE 10**  
**WORK WEEK; HOURLY RATE**

**Section 1.** A workweek is forty (40) hours and begins with the Sunday night shift at 11:00 p.m., which ends Monday morning of each week. The Chief, at his/her discretion may assign the officers in one or more divisions to alternative shifts of greater than eight (8) hours in length, and the Chief shall not be required to assign all divisions to shifts of the same length. If the Chief elects to assign one or more divisions to shifts exceeding eight (8) hours, the Fraternal Order of Police (F.O.P.) shall have the right to vote regarding whether or not the provisions of this Agreement authorizing a workday in excess of eight (8) hours should be retained. Any such vote by the F.O.P. shall be held no earlier than twelve (12) and no later than eighteen (18) months after the Chief first implements any shift(s) in excess of eight (8) hours, and may be held only once for each occasion a shift changes. A majority of all of the members of the Fraternal Order of Police (FOP), including Patrol Officers, Sergeants and Lieutenants, shall be required to set aside the authority of the Chief to establish shifts which are more than eight (8) hours in length as set forth in this Article. A workday is at least eight (8) hours.

**Section 2. Twelve-Hour/Day, Eighty-Hour/Bi-Weekly Duty Schedule.** The Patrol Division twelve (12) hour bi-weekly duty schedule shall constitute eighty (80) hours comprised of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift.

**Section 3.** The hourly rate shall be the annual rate divided by two thousand eighty (2,080).

**Section 4. Ten-Hour/Day, Forty-Hour/Week Duty Schedule.** Personnel assigned to other divisions or special duty assignments may be assigned to a duty schedule consisting of ten (10) hour shifts at the discretion of the Chief of Police.

**Section 5.** Should the Chief announce to the Union that he is contemplating reverting the Patrol Division to the eight (8) hour duty schedule, the Chief agrees to meet with the Union to discuss scheduling matters prior to deciding upon a scheduling change.

## **ARTICLE 11** **SHIFT RESCHEDULING**

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

**ARTICLE 12**  
**DUES DEDUCTION**

All employees in the bargaining unit may become dues- paying members of the F.O.P. Nothing in this Article shall be deemed to require any employee to become a member of the F.O.P.

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

**ARTICLE 13**  
**VACATION AND HOLIDAYS**

**Section** 1. Vacation.

A. Annually, each member of the Police Department in active pay status for twelve (12) months continuous service shall be given two (2) weeks' vacation, provided further that each such full-time member with more than six (6) years of cumulative service shall be granted three (3) weeks' vacation, that each full- time member with more than ten (10) years of cumulative service shall be granted four (4) weeks' vacation, and each full-time member with more than seventeen (17) years of cumulative service shall be granted five (5) weeks' vacation. The Chief of Police shall have the authority to schedule, suspend, postpone or cancel vacation days to meet management needs.

B. Vacations shall accrue each pay period as follows:

2 weeks' vacation - 3.08 hours per pay

3 weeks' vacation - 4.62 hours per pay

4 weeks' vacation - 6.16 hours per pay

5 weeks' vacation - 7.70 hours per pay

Members may carry over unused vacation leave at year's end up to a limit of 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 months of December and/or January.

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

**Section 2. Holidays.** Each member of the Police Department shall be entitled to and receive compensation for the following twelve (12) holidays - New Year's Day, Martin Luther King Day, President's Day, Easter, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day, to be computed on the basis of an eight (8) hour day, each calendar year when the Patrol Division is assigned to 8-hour shifts, and, effective January 1, 2021 to be computed on the basis of a 12-hour day each calendar year when the Patrol Division is assigned to 12-hour shifts. If an officer is scheduled and works one of the above listed holidays, he/she will be entitled to utilize that day at another time or be paid the time during the calendar year. In addition, at the end of the calendar year, each full-time member may elect to add eight (8) hours (when the Patrol Division is assigned to 8-hour shifts) or twelve (12) hours (when the Patrol Division is assigned to 12-hour shifts) to his/her

compensatory time accrued for each unused remaining holiday. However, such time added to his/her compensatory time and/or paid out may not exceed ten (10) days. Compensation for holidays will be in accordance with Police Department policy. The decision of the Chief to grant such request shall not be a grievance item, and the requirements of the department shall at all times be met. Holidays shall be prorated during the first and last year of employment based on date of hire or termination.

#### **ARTICLE 14** **HOSPITALIZATION**

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

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

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

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

Section 1. 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.

**ARTICLE 14.1**  
**WELLNESS VISITS/NICOTINE USE AND INSURANCE BUYOUTS**

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

The Wellness Program will be implemented by introducing three (3) programs to employees in an 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 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 1<sup>st</sup> deadline, their employee contribution for health care will increase one hundred dollars (\$100.00) 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 following tests performed: Cholesterol levels, Glucose levels, and Blood Pressure

**Section 2. Nicotine use/cessation:** Beginning August 1, 2018 each employee and spouse (if applicable) will be subject to a one hundred dollar (\$100.00) 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 indicating whether or not they are nicotine users.

For nicotine users, the City will support any smoking cessation alternatives that are under the direction of the employee's physician, and as long as the employee and/or spouse are actively engaged in smoking cessation, the increase in the monthly healthcare premium will be waived.

**Section 3. Insurance buyouts:** The City shall pay six hundred dollars (\$600.00) 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 three hundred dollars (\$300.00) 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 three hundred dollars (\$300.00) per month.



**ARTICLE 15**  
**PENSIONS**

**Section 1. Pension.** Provided for by State law.

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

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

**ARTICLE 16**  
**UNIFORMS AND EQUIPMENT**

A. Members of the Police Department shall wear such uniforms as directed by the Chief of Police, and approved by the Mayor, and shall be provided with such uniforms in the first

year of service. Thereafter, each member shall be entitled to a clothing allowance of one thousand eight hundred fifty dollars (\$1,850.00) per year, payable seven hundred twenty five dollars (\$725.00) in the second pay period in January, three hundred seventy five dollars (\$375.00) in the second pay period in April, three hundred seventy five dollars (\$375.00) in the second pay period in July, and three hundred seventy five dollars (\$375.00) in the second pay period in October. Detectives shall receive an additional clothing allowance of three hundred dollars (\$300.00) per year. Duty belts, coats, weapons, holsters and body armor, including outer carriers and vests, to be approved by the Chief, and all other accessories required by the Department shall be furnished by the City.

B. Any Sergeant who is promoted to Lieutenant shall be entitled to one set of Lieutenant's clothing, purchased by the city, provided within a reasonable time frame of their promotion.

**ARTICLE 17**  
**SICK LEAVE, INJURY LEAVE, BEREAVEMENT LEAVE,**  
**SWITCH TIME AND UNION LEAVE**

**Section 1. Sick Leave.** Sick leave shall accumulate at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked in active pay status<sup>2</sup>, up to a maximum of one thousand

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<sup>2</sup> Active pay status occurs when an employee has worked one (1) or more days in a pay period or has requested use of approved leave hours supported by sufficient balances for one (1) or more days in the pay period. An inactive pay status may result from absences arising from claims allowed for workers' compensation, approved administrative leave or leaves without pay. The City will pay an employee sick leave benefits during any pay period as long as the employee is on active pay status during that pay period (i.e., paid leaves, etc.) However, if an employee spends only a part 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.

nine-hundred and fifty (1,950) hours. On an annual basis any officer who has in excess of one thousand nine-hundred and fifty (1,950) hours at the end of each payroll year shall be entitled to convert thirty-three and one-third percent (33-1/3%) of the excess hours into a lump sum cash payment, or transfer the excess balance to his/her compensatory time bank. For example, if an officer has two thousand and forty (2,040) hours at the end of the payroll year, he/she has the option of transferring thirty (30) hours to his/her compensatory time bank, or receiving a lump sum cash payment of thirty (30) hours. Prior to the end of the first pay period of the subsequent year, officers with excess hours should notify the Finance Department in writing of their desire to transfer hours to the 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, an officer (or his/her estate) shall be entitled to convert fifty-five (55%) percent of the accumulated but unused sick leave into a lump sum cash payment. Retirement shall be defined to mean eligibility to receive retirement from the Ohio Police and Fire pension system or similar entity.

**Section 2. Injury Leave.** Injury leave shall be granted to any policeman who is injured in the course and scope of his employment with the City and shall not exceed four hundred eighty (480) working 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 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.

**Section 3. Bereavement Leave.** Bereavement leave shall be granted to all Police Officers 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. Police Officers 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.

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

**Section 5. Union Leave.** The President or other duly authorized representative of the Union Executive Committee may have up to seventy-two (72) hours of leave annually for Union

activities such as attending Union-related meetings, conventions, completing Union related tasks or projects, etc. The use of Union Leave shall be tracked and recorded by the City.

**ARTICLE 18**  
**USE OF LEAVE TIME**

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

**ARTICLE 19**  
**MILITARY LEAVE**

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

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

**ARTICLE 20**  
**RETIREMENT; TERMINATION**

Upon the retirement of any police officer with twenty (20) years or more service, the officer shall be presented with the officer's basic daily equipment, to include his service weapon,

handcuffs, and the badges the officer has accumulated throughout the officer's years of dedication to the City of Beachwood.

Members of the Police Department shall terminate their office and employment not later than their 65th birthday, or if they become unable mentally and/or physically to carry out the requirements of the position.

**ARTICLE 21**  
**UNFAIR LABOR PRACTICE**

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

**ARTICLE 22**  
**PERSONNEL FILES AND POLICY**

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

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

**Section 3.** When an employee is charged with or is under investigation for alleged violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the employee's name and the extent of disciplinary action

taken or contemplated until such time as a final interdepartmental ruling has been made and served upon the employee, except where the employee is charged with a felony.

**Section 4.** Release of photographs or personal information about any employee in relation to departmental matters shall not be provided to any news or related service without the prior consent of that employee, except in connection with a law enforcement activity.

**Section 5. Discipline Records.** The record of discipline shall not be considered for progressive-discipline purposes:

A. After two (2) years if the disciplinary procedure resulted in a reprimand, or a loss of wages of not more than one (1) day, and more than two (2) years have passed without a second violation since the date of the discipline.

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

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

## **ARTICLE 23** **LEGALITY**

It is the intent of the City and the F.O.P. that this Agreement comply, in every respect, with applicable legal statutes, charter requirements, governmental regulations which have the effect of law, and judicial opinions, and if it is determined by proper authority that any provision of this Agreement is in conflict with law, that provision shall be null and void

**ARTICLE 24**  
**TRAINING TIME AND TUITION REIMBURSEMENT**

**Section 1. Travel Time – 8-Hour Shift Employees.** Police Officers shall use a City vehicle to travel to and from required training programs, if available. Police Officers required to travel more than forty (40) miles (one way from City Hall and using the shortest route) by vehicle to attend mandatory training will be compensated an initial one (1) hour overtime pay for such travel time plus the actual hours spent traveling; however, this provision shall only apply when such travel is in excess of the police officer's eight (8) hour work day. The initial one (1) hour of overtime pay will be limited to one (1) hour per round trip.

**Section 2. Travel Time – 12-Hour Shift Employees.** Police officers assigned to attend training for periods of forty (40) hours or more shall, during the training assignment, revert to the eight (8) hour/day, forty (40) hour/week duty schedule. Police officers assigned to a training class at a location less than forty (40) miles from City Hall on a day in which he/she is scheduled to work twelve (12) hours will be required to respond to the police station to complete the workday. The police officer may use leave time for the remaining time in the workday in lieu of returning to the police station with permission from the Chief of Police or his/her designee. Training classes of a duration lasting more than one (1) day and less than five (5) days will be compensated and scheduled in a manner submitted by the police officer on a training request worksheet and agreed upon by the Chief of Police or his/her designee.

Police officers required to travel more than forty (40) miles (one way from City Hall and using the shortest route) by vehicle to attend mandatory training will be compensated an initial one (1) hour overtime pay for such travel time plus the actual hours spent traveling; however, this provision shall only apply when such travel is in excess of the police officer's eight (8) or twelve



(12) hour workday, whichever is applicable. For any excess time left in the twelve (12) hour workday, the officer will be required to respond to the police station to complete the workday or may use leave time to complete the twelve (12) hour workday if approved by the Chief of Police or his/her designee. The initial one (1) hour of overtime pay will be limited to one (1) hour per round trip.

**Section 3. Travel Time – Air Travel.** For air travel time, police officers will be compensated for the actual travel time beginning with their arrival at a Cleveland/Akron area airport and will end upon arrival at the final destination (hotel or training facility). For the return trip by air, the police officer will be compensated for their time spent beginning with their departure from the hotel or training facility and end when they have arrived at a Cleveland/Akron airport. In no instance shall a police officer be compensated for arriving at an airport more than two (2) hours prior to the flight boarding time.

**Section 4. Tuition Reimbursement.** Police officers who are covered by this Agreement are also eligible for reimbursement for educational expenses on the same basis as educational reimbursement is provided for non- bargaining unit employees. The current policy for educational reimbursement is set forth at Section 2.8 of the Administrative Salary Ordinance.

## **ARTICLE 25** **LABOR MANAGEMENT & SAFETY COMMITTEE**

**Section 1.** The Labor, Management & Safety Committee shall consist of the Chief and designee and the F.O.P. executive committee. The committee may meet quarterly or as needed by mutual agreement for the purpose of:

1. To exchange or discuss issues of interest to the parties;

2. To discuss ways to improve efficiency or effectiveness of service to the community;
3. To promote harmonious relations between the F.O.P. and the Employer;
4. To discuss occupational safety and health issues.

**Section 2.** Either party may submit in writing a request to the other party to meet and shall exchange a written agenda five (5) business days in advance of the meeting. F.O.P. committee members shall suffer no loss of pay while attending committee meetings.

## **ARTICLE 26** **SENIORITY**

**Section 1. Seniority Defined.** For all other purposes set forth in this Agreement, seniority shall be defined as follows:

1. **Total Seniority.** Total seniority is an employee's uninterrupted length of continuous full-time employment with the City of Beachwood.
2. **Departmental Seniority.** Departmental seniority is an employee's total uninterrupted length of full-time employment with the City of Beachwood Police Department.
3. **Classification Seniority.** Classification seniority is an employee's total uninterrupted continuous full-time service as a patrol officer, sergeant or lieutenant.
4. **Breaks in Seniority.** The following situations constitute breaks in continuous service:
  5. Retirement, voluntary resignation or termination of employment;
  6. Layoff for more than thirty-six (36) months or failure to return to duty within twenty-one (21) calendar days of a recall from layoff;
  7. Failure to return to duty within three (3) calendar days from leave of absence.

**ARTICLE 27**  
**LAYOFF AND RECALL**

**Section 1. Notice.** When the City determines that a lack of work, lack of funds or reorganization in operations requires a reduction in force (i.e., layoff or abolishment), the City shall notify the F.O.P. and the affected employee(s), in writing, at least thirty (30) calendar days in advance of the effective date of reduction. The City, upon request from the F.O.P., agrees to meet and discuss the impact of the reduction of force on F.O.P. members.

**Section 2. Procedure.** When the City determines that a reduction in force will occur, affected employee(s) will be reduced in accordance with seniority within the affected job classification, with the least senior employee subject to reduction first.

**Section 3. Bumping Rights.** An employee residing in a higher classification, i.e. Sergeant, Lieutenant or other ranking officers shall be reduced in accordance with classification seniority within the affected job classification and may displace lower ranking employees in accordance with total seniority with the City. Patrol officers with the least amount of total seniority shall be laid off first provided that any part-time employees or probationary employees are laid off first.

**Section 4. Recall Rights.** Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. Employees shall be recalled in inverse order of the lay-off, i.e., most senior recalled first. Recall notice(s) shall be sent to employee(s) by registered mail and a copy to the F.O.P. The recalled employee shall have fourteen (14) calendar days, following the date of receipt of notice of recall to inform the employer of the employee's intention to return to work.

**Section 5. Supersession.** The parties specifically intend to supersede the Ohio Revised Code regarding Layoff and Recall.

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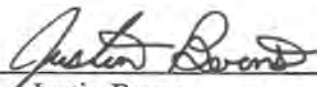
**ARTICLE 28**  
**DURATION**

This Agreement represents a complete and final understanding on all bargaining issues between the City and F.O.P., and shall supersede previous Agreements. It shall be effective and remain in full force and effect from the date of ratification until October 31, 2026, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions, pursuant to O.R.C. Section 4117.14. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to.

Signed this 16 day of May, 2024, at Beachwood, Ohio,  
which Agreement shall be binding upon their successors in office.

CITY OF BEACHWOOD

FRATERNAL ORDER OF POLICE,  
BEACHWOOD LODGE 86

By:   
Justin Berns  
Mayor/Safety Director

By:   
Chuck Aliff  
FOP/OLC Staff Representative

By:   
R. Todd Hunt  
Law Director

**Exhibit A**

**SUMMARY OF COVERAGE AND BENEFITS INSURANCE**

CITY OF BEACHWOOD

Exhibit A

| Health Benefits                           | (3)  | (4)  | (5)  |
|---|--|--|--|
|   | MMO /COSE<br>SUPERMED PLUS<br>Renewal (8/1/2023 - 12/31/2023) H.S.A 3000 | MMO /COSE<br>SUPERMED PLUS<br>Renewal H.R.A 2500<br>City Funds \$1,800/\$3,600 | MMO /COSE<br>SUPERMED PLUS<br>(1/1/2024 - 12/31/2024) H.S.A 3200 |
| Deductible                                |  |  |  |
| Network:                                  | \$3,000 / \$6,000  | \$2,500 / \$5,000  | \$3,200 / \$6,400  |
| Non-Network:                              | \$5,000 / \$10,000   | \$5,000 / \$10,000   | \$5,000 / \$10,000   |
| Co-Insurance                              |  |  |  |
| Network:                                  | 0%   | 0%   | 0%   |
| Non-Network:                              | 40%  | 40%  | 40%  |
| Out of Pocket (excludes deductible)       |  |  |  |
| Network:                                  | N/A  | N/A  | N/A  |
| Non-Network:                              | \$5,000 / \$10,000   | \$5,000 / \$10,000   | \$5,000 / \$10,000   |
| Office Visits (Illness/injury)            |  |  |  |
| Network:                                  | 0% after deductible  | 0% after deductible  | 0% after deductible  |
| Non-Network:                              | 40%  | 40%  | 40%  |
| Routine Physical exam / well child visit  |  |  |  |
| Network:                                  | covered at 100%  | covered at 100%  | covered at 100%  |
| Non-Network:                              | 40%  | 40%  | 40%  |
| Routine Diagnostics                       |  |  |  |
| Network:                                  | covered at 100%  | covered at 100%  | covered at 100%  |
| Non-Network:                              | 40%  | 40%  | 40%  |
| Emergency Room                            |  |  |  |
| Network:                                  | 0% after deductible  | 0% after deductible  | 0% after deductible  |
| Non-Network:                              | 40%  | 40%  | 40%  |
| Urgent Care                               |  |  |  |
| Network:                                  | 0% after deductible  | 0% after deductible  | 0% after deductible  |
| Non-Network:                              | 40%  | 40%  | 40%  |
| Inpatient Coverage                        |  |  |  |
| Network:                                  | 0% after deductible  | 0% after deductible  | 0% after deductible  |
| Non-Network:                              | 40%  | 40%  | 40%  |
| Outpatient Surgery Hospital               |  |  |  |
| Network:                                  | 0% after deductible  | 0% after deductible  | 0% after deductible  |
| Non-Network:                              | 40%  | 40%  | 40%  |
| Complex Imaging (MRI's, PET, CT Scans ..) |  |  |  |
| Network:                                  | 0% after deductible  | 0% after deductible  | 0% after deductible  |
| Non-Network:                              | 40%  | 40%  | 40%  |
| Lifetime Max                              |  |  |  |
| Network:                                  | UNLIMITED  | UNLIMITED  | UNLIMITED  |
| Non-Network:                              | UNLIMITED  | UNLIMITED  | UNLIMITED  |
| Prescriptions                             |  |  |  |
| Subject to Rx Deductible:                 |  |  |  |
| Pharmacy (30 day supply):                 | 0% after deductible  | 0% after deductible  | 0% after deductible  |
| Mail Order (90 day supply):               |  |  |  |

\*HSA deductible amounts may change consistent with I.R.S. or other federal agency directives pertaining to HSA embedded-deductible plans.



10-31-19  
0534-03  
17-MED-07-0814  
K36785

SIDE LETTER AGREEMENT

BETWEEN  
L ORDER OF POLICE BEACHWOOD LODGE 86 (SERGEANTS AND LIEUTENANTS) AND  
CITY OF BEACHWOOD  
HEALTHCARE COMMITTEE

WHEREAS, the parties' desire to enter into this Side Letter Agreement to facilitate discussions on health insurance benefits prior to collective bargaining negotiations; and

WHEREAS, the parties have meet and negotiated the terms of this Side Letter Agreement.

NOW, THEREFORE, the parties agree as follows:

**Formation of 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 and/or providers. The committee may discuss, and by majority agreement, issue recommendations regarding a change in health care providers or insurers. 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 five days' notice.

This Side Letter Agreement shall become effective and binding on the parties when it is ratified by the Union and City Council.

CITY OF BEACHWOOD:

  
Martin S. Horwitz, Mayor

FOP LODGE 86:

  
Lt. Kevin Owens, Lodge 86 Associate

  
Chuck Aliff, FOP/OLCI Staff Representative

APPROVED AS TO FORM

 10.22.19

CITY LAW DEPARTMENT  
 LAW DIRECTOR  
 ASSISTANT LAW DIRECTOR  
25325 FAIRMOUNT BOULEVARD  
BEACHWOOD, OHIO 44122  
(216) 595-5462