

AGREEMENT
BETWEEN
CITY OF BEDFORD HEIGHTS
AND
FRATERNAL ORDER OF POLICE, LODGE #67
BEDFORD HEIGHTS DIVISION
(SERGEANTS AND LIEUTENANTS)

Effective January 1, 2026 through December 31, 2028

TABLE OF CONTENTS

	<u>Page No.</u>
ARTICLE I PURPOSE	1
ARTICLE II RECOGNITION	1
ARTICLE III F.O.P. MEMBERSHIP, MEETINGS AND DUES	1
ARTICLE IV NON-DISCRIMINATION	3
ARTICLE V MANAGEMENT RIGHTS	3
ARTICLE VI EMPLOYEE RIGHTS	4
ARTICLE VII HOURS OF WORK AND OVERTIME	5
ARTICLE VIII SALARIES AND OTHER COMPENSATION	8
ARTICLE IX PROFESSIONAL PROFICIENCY	10
ARTICLE X VACATIONS - HOLIDAYS	10
ARTICLE XI HOSPITALIZATION AND LIFE INSURANCE	13
ARTICLE XII SICK LEAVE	14
ARTICLE XIII LINE OF DUTY INJURY LEAVE	16
ARTICLE XIV FUNERAL LEAVE	18
ARTICLE XV LEAVES OF ABSENCE	18
ARTICLE XVI CLOTHING ALLOWANCE AND UNIFORM MAINTENANCE ALLOWANCE	19
ARTICLE XVII SENIORITY	20
ARTICLE XVIII GRIEVANCE PROCEDURE	21
ARTICLE XIX ARBITRATION	24
ARTICLE XX NO STRIKE / NO LOCKOUT	25
ARTICLE XXI PHYSICAL EXAMINATIONS	26
ARTICLE XXII COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT OR LAYOFF	26

ARTICLE XXIII MISCELLANEOUS 27

ARTICLE XXIV SAFETY AND LABOR RELATIONS COMMITTEE 28

ARTICLE XXV PHYSICAL PROFICIENCY 28

ARTICLE XXVI LEGALITY 29

ARTICLE XXVII OBLIGATION TO NEGOTIATE 29

ARTICLE XXVIII DURATION..... 30

EXHIBIT A – SCHEDULE OF BENEFITS

EXHIBIT B – 12-HOUR SHIFT MEMORANDUM OF AGREEMENT

ARTICLE I
PURPOSE

Section 1. This Agreement is entered into between the City of Bedford Heights, Ohio ("City") and the Fraternal Order of Police Lodge #67 -- Bedford Heights Division ("F.O.P.").

Section 2. This Agreement is designed to provide a fair and reasonable method by which employees covered by this Agreement can participate, through their exclusive bargaining agent, in the establishment of wages, hours, terms and conditions of employment and to establish an orderly procedure for the resolution of differences between the City and the members of the bargaining unit.

ARTICLE II
RECOGNITION

Section 1. For the duration of this Agreement, the City recognizes the F.O.P. as the sole and exclusive collective bargaining representative of the employees covered by this Agreement

Section 2. The members of such bargaining unit are all full-time sworn Sergeants and Lieutenants of the City of Bedford Heights, Ohio.

Section 3. The categories of employees excluded from the bargaining unit are Commanders in the Bedford Heights Police Department and all other full-time and part-time employees of the City.

ARTICLE III
F.O.P. MEMBERSHIP, MEETINGS AND DUES

Section 1. The City agrees to deduct from each payroll, dues, fees and assessments in an amount certified to be current by the Secretary/Treasurer of the F.O.P., 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 F.O.P. in the full amount deducted.

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

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 F.O.P. Membership in the F.O.P. is not compulsory. Members of the bargaining unit have the right to join or not to join the F.O.P. 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 F.O.P.

Section4. The F.O.P. 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 F.O.P. 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 F.O.P. 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 F.O.P. Contract Committee, which shall not exceed four (4), elected or appointed by the F.O.P. shall have authorized leave from duty for all meetings which are arranged by the City and the F.O.P. 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 IV
NON-DISCRIMINATION

Both the City and the F.O.P. recognize their respective responsibilities under the 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 obligation to comply with federal, state, and local laws regarding documentation to discriminate, including discrimination against F.O.P. membership. The male pronoun or adjective, where used herein, refers to the female also, unless otherwise indicated.

ARTICLE V
MANAGEMENT RIGHTS

Section 1. Except as specifically limited by explicit provisions of this Agreement, the City 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 City, 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 City shall supply these in printed form to the F.O.P. and each employee, and any changes shall be communicated in advance to the Officers of the F.O.P.);
- (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 City, including the exclusive right to allocate and expend all funds of the City;
- (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 VI **EMPLOYEE RIGHTS**

Section 1. The personnel file for all bargaining unit members shall be maintained under the custody and control of the City. Upon written request, a member shall have the right to review their own personnel file once per year and prior to any disciplinary meeting or hearing. A minimum of twenty-four (24) hours' written notice is required when requesting said review.

Section 2. Except for supervisory and administrative personnel with a legitimate need to know, and except for courts of competent jurisdiction and consistent with current federal or state law, a member's personnel file shall not be available for review by anyone. If a request is made to inspect and/or copy records within a member's personnel file pursuant to Revised Code Section 149.43, the employer shall, if possible, provide a member five (5) working days' notice. Within the notice period, the member may pursue any legal means available to protest some or all of the requested disclosure. Any member may copy documents in their file.

Section 3. If upon examining his or her personnel file, a member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the contended inaccuracy. If the Chief concurs, he shall either remove the inaccurate document

or attach the member's memorandum to the file noting his concurrence with the member's contentions. While an employee may not alter any documents reviewed in their personnel file, they may offer written clarification, explanation or rebuttal to any of the file's contents by following the departmental chain of command.

Section 4. Employees who are the subject of investigations of any nature shall be afforded their constitutional rights as required by law, including Miranda and Garrity rights. All investigations shall be done at reasonable times and places and shall be conducted in a manner consistent with professional law enforcement standards.

ARTICLE VII **HOURS OF WORK AND OVERTIME**

Section 1. The work week is forty (40) hours, the work day is eight (8) hours and the work year is 2,080 hours.

Section 2. The City shall be the sole judge of the necessity for overtime and all assigned overtime must be worked. Regular overtime will be assigned by seniority within each respective division of the department. The least senior employee will be required to perform the work.

Section 3. Base pay contemplates, on the average, five shifts per week of eight hours each, as set forth in an assignment list published monthly under the direction of the Chief or his designee. No employee shall be entitled to overtime compensation for these regularly assigned shifts. Nor shall an employee be entitled to overtime compensation if he voluntarily works an additional shift as a favor to another police employee to be repaid by the other employee in terms of extra duty at a later date (commonly referred to as "trading shifts") even though such shift trade requires approval of the Chief or his designee.

Section 4. Employees shall be compensated for overtime hours worked in excess of eight (8) hours in a day or forty (40) hours per week, but not both. Moreover, the overtime for hours worked in excess of eight (8) hours will not apply where an employee voluntarily works a "double" and utilizes sick leave during

the workweek. Overtime shall be defined as compensation or compensatory time, and shall be calculated at the rate of time and one-half an employee's regular base rate, including longevity, divided by 2,080 hours. There shall be no adjustment for special assignment pay arising from overtime compensation. Sick leave shall be excluded from the calculation of time in active pay status for overtime purposes.

Section 5. An employee 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 two hundred fifty (250) straight-time hours, at which point all overtime shall be paid as earned. However, employees may buy back accumulated compensatory time at any time by advising the Chief in writing. When compensatory time is paid, it shall be calculated from the employee's base rate at the time it is cashed-out.

Section 6. Training.

(a) For purposes of this Article, all mandatory training, excluding travel time to and from school, shall be considered time worked.

(b) For 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 in compensatory time or overtime only at the base rate. (Employees are not to be compensated for non-classroom study time.)

(c) All travel time to and from training, whether voluntary or mandatory, shall be paid either in compensatory time only at the base rate, unless an employee has accumulated two hundred fifty (250) straight-time hours of compensatory time, at which time said training shall be paid in compensation at the base rate.

(d) Officers who are designated and assigned as Field Training Officers (FTOs) shall be paid one hour's pay for each shift spent in training or retraining employees.

Section 7. Court Time.

(a) Police employees, when required to appear in Bedford Municipal Court at a time when the beginning and end of the appearance is wholly during off duty hours, shall be paid for the actual time spent in attendance at such Court (including reasonable travel time) at a minimum of three (3) hours of regular base pay, or overtime, whichever is appropriate. Employees required to appear in any other courts shall be paid for the actual time spent in attendance at court or a minimum of four (4) hours. If an officer has worked the third shift the evening before a court appearance, the officer shall be paid for the actual time spent in attendance at court or a minimum of four (4) hours. In the event that an employee is required to report to duty earlier than normally scheduled in order to appear in Court, following which he/she commences his/her normal shift of duty, or is required to remain on duty after his/her normal shift of duty, or is required to remain on duty after his/her normal quitting time to complete a Court appearance which begins while on duty, he/she shall be treated as being on overtime during those extra hours, instead of the foregoing minimums. No person shall be entitled to payment under this Section unless required to appear in Court by the directive of a superior, by a directive of the Department of Law, or by subpoena legally issued and served in a case in which the City is a party to the action, either directly or as the arresting entity in a criminal action prosecuted in the name of the State of Ohio.

(b) Employees who are required to use their personal vehicle to travel to and from the police station to Court shall receive mileage at the rate established by the City.

Section 8. Call-in Time. Police employees, when required to report to work other than for court or training evolutions not contiguous to regular scheduled shift time, shall be paid for actual time worked or a minimum of four (4) hours of compensatory time.

Section 9. Bargaining unit members shall be paid double time when working a second shift on a legal holiday.

Section 10. The City will permit employees to trade shifts under the following conditions:

- (a) Employees must complete a form which includes, but is not limited to, the dates of the trade and the payback date.
- (b) Trades must be repaid within thirty (30) days.
- (c) An employee can initiate no more than six (6) trades per year.
- (d) A single trade equals one (1) shift or two (2) consecutive shifts.
- (e) Employees cannot owe more than twenty-four (24) hours of trades at any given time.

Trades can be denied, even if within the above-defined parameters, due to serious operational need.

ARTICLE VIII
SALARIES AND OTHER COMPENSATION

Section 1. Annual Base Pay. Employees covered by this Agreement, based on rank, shall receive the following annual compensation for the work year, which shall be known as "Base Pay":

<u>Rank</u>	<u>(3.5%) Effective 01/01/2026</u>	<u>(3.5%) Effective 01/01/2027</u>	<u>(3.0%) Effective 01/01/2028</u>
Sergeants	\$101,501.97	\$105,054.54	\$108,206.18
Lieutenants	\$113,935.21	\$117,922.94	\$121,460.63

Section 2. Rank Differential. There shall exist between the ranks of Patrolmen and Sergeant a thirteen and one-half percent (13.5%) rank differential in base pay, excluding longevity pay.

There shall exist between the ranks of Sergeant and Lieutenant, a thirteen and one-half percent (13.5%) rank differential in base pay, excluding longevity pay.

Section 3. Adjustment for Longevity. For employees hired prior to December 1, 2019, their base pay shall be increased after completion of three (3) years of continuous employment and service by the following percentages:

<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

*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. No employee shall receive a longevity bonus greater than \$4,000.00 per year.

Employees hired on or after December 1, 2019 shall receive an annual payment upon completion of three (3) years of continuous employment and service in the following amounts:

<u>Years of Service</u>	<u>Annual Payment</u>
4 to 8 years	\$600
9 to 13 years	\$900
14 to 18 years	\$1,200
19 to 22 years	\$1,500
23 years and over	\$1,800

Section 4. Pension. The City will make a contribution to the Police and Fire Pension Fund of 19-1/2% or as required by state law.

Section 5. Members of the bargaining unit are to be paid every two (2) weeks, on Friday, except in cases of emergency.

ARTICLE IX
PROFESSIONAL PROFICIENCY

Section 1. All members of the bargaining unit that meet or exceed the State of Ohio Annual Certification O.R.C. §109.801 for police officer qualifications will be paid an annual \$850.00 professional proficiency allowance.

Satisfactory qualification will be evidenced by a letter of qualification from the range officer and/or the training officer to the employee or the City that each officer has met the requirements as set forth in O.R.C. §109.801. This proficiency shall be a one-time annual gross payment (separate check) on or before December 1st of each year.

ARTICLE X
VACATIONS - HOLIDAYS

Section 1. Employees shall be eligible for vacation leave with pay after one (1) year of service with the City. Vacation time shall be earned annually as follows:

- After one (1) year continuous service two weeks
- After six (6) years' continuous service three weeks
- After twelve (12) years' continuous service four weeks
- After seventeen (17) years' continuous service five weeks

The City will permit up to two (2) weeks of vacation to be taken one day at a time with advanced written permission of the Police Department management.

Section 2. Vacation time must be used prior to December 31 of the year in which it is earned. After the first twelve (12) months of service, vacation leave shall accrue on a calendar (January 1 to December 31) basis. No more than one (1) officer per workweek shall be allowed off for vacation at any one time. In case of emergency or unusual circumstances requiring an officer to work during their vacation period, the officer shall receive compensation for the time he would have had as vacation, if recommended by the Chief and approved by City Council.

Section 3. For purposes of this Article, length of service shall be determined by the date of hire or date of appointment or election and qualification for office of each employee. No vacation credit shall be given to any employee hired by the City who has previously accumulated vacation time due from another public employer.

Section 4. Selection of Vacations.

(a) Each December, each employee, in order of seniority, shall specify on a list provided by the City the weeks (maximum of two (2) weeks) he or she desires to take off for vacation. Separate vacation lists shall be provided for each shift. No more than one (1) employee shall be allowed off for vacation during a workweek. After all employees have been provided the opportunity to select their initial two (2) week vacation period, those employees entitled to additional weeks of vacation shall choose, one (1) week at a time, from the available weeks remaining on the vacation list for his or her shift. Such procedure shall be followed until all employees have exhausted their vacation entitlement. Employees may hold a maximum of two (2) weeks of vacation per year to be split into single days. All selections must be made prior to December 31st of the year prior to the vacation selection. As indicated, vacations, insofar as practicable, will be granted according to employee requests. However, the Chief shall have exclusive authority to allot vacation periods and to change such allotments.

Section 5. Vacation Cash-out

Employees who earn three or more weeks of vacation annually will have the option to cash out up to one week of remaining vacation annually. Employees electing this option shall notify the City by October 15th, and the vacation shall be paid by December 31st of that year.

Section 6. Prior Service Credit

The City reserves the right to provide credit to prior service in another police department for new-hires for the purposes of placement on the vacation-accrual schedule in Section 1.

Section 7. Holidays. Each employee shall be entitled to thirteen (13) paid holidays (104

hours) per calendar year, as approved by the Chief of Police, as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	(1) Personal Day
Independence Day	

The 104 hours of holiday time will be available for use by employees on January 1st. However, an employee separating from employment will be entitled to cash-out only the pro-rated value of the 104 hours, if a pro-rated amount remains.

No police employee shall be entitled to time off on a city, state or federal holiday unless such time is requested and approved by the Police Chief, providing the request is submitted no later than forty-eight (48) hours before the commencement of the holiday (except in cases of emergency as determined by the Chief or his designee). Employees who are required to work on a holiday shall be paid one and one-half (1-1/2) times their regular rate of pay.

Section 8. Employees shall be entitled to priority holiday picks for four (4) of their thirteen (13) paid holidays per calendar year. Priority picks shall be made in order of request and must be exercised at least fourteen (14) days prior to the requested date. The City will guarantee one (1) priority pick per shift per day. Additional priority picks may be exercised upon approval of the Chief of Police. No priority picks may be made on any city, state or federal holidays. No priority picks shall be granted between December 13th and December 31st of any year. Before offering overtime as a result of any priority holiday pick, the City reserves the right to cover staffing by offering shift changes to employees on a voluntary basis or the same may be covered by an officer assigned to a swing shift assignment.

Section 9. At the time of an employee's annual vacation selection (in accordance with Article X, Section 4(a)), the employee may attach one (1) or two (2) priority holidays to extend his/her vacation period. Notwithstanding this, no employee will be permitted to extend a scheduled vacation beyond two (2) weeks.

Section 10. In the employee's twenty-fifth (25th) year of service, or thereafter, upon service retirement eligibility the employee may exercise the option of receiving his regular pay for his four (4) priority picks in lieu of taking time off.

Section 11. Employees calling in sick their last scheduled day before a holiday, on the holiday, or their first scheduled day after the holiday, will forfeit 8 hours of holiday pay.

ARTICLE XI **HOSPITALIZATION AND LIFE INSURANCE**

Section 1.

(a) The City will maintain current group insurance benefits including health, dental and vision in accordance with attached Exhibit "A" or overall equivalent benefits provided by another carrier.

Effective January 1, 2026, all employees shall contribute thirteen percent (13%) of the premium (or the fully-insured equivalent rate) for family hospitalization, prescription drug, dental and vision coverage and for single hospitalization, prescription drug, dental and vision coverage. This employee premium contribution shall be increased to fourteen percent (14%) effective January 1, 2027.

The City shall create a Section 125 plan, which will permit the City 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 active service, whichever comes first.

(c) 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 per month, per Tier 4 drug shall be applied. Such co-payments shall count toward deductibles and/or out-of-pocket maximums.

(d) The use of generic equivalent drugs whenever available and mail order for maintenance drugs (those requiring two or more months of usage) shall be mandatory. The mandatory use of generic drugs shall be waived where the patient's physician has documented a requirement that the patient be prescribed the non-generic version of the drug.

(e) Where an employee's spouse has coverage available through his/her employer, and the spouse remains covered under the City's plan, the employee shall be assessed an additional \$150 per month.

* **Section 2. Life Insurance.** The City shall provide a term life insurance policy, with a face value of \$30,000.00, to each employee. An employee, at his/her own cost, may request an additional \$30,000.00 of life insurance coverage, provided the employee authorizes a payroll deduction to cover the premium of the additional life insurance coverage.

Section 3. Insurance Waiver

Employees who waive coverage of both health and dental insurance shall receive one hundred dollars (\$100) for each month waived.

ARTICLE XII
SICK LEAVE

Section 1. Each full-time member of the bargaining unit shall be entitled to sick leave of 3.1 hours for each completed eighty (80) hours of service. Employees may use sick leave, upon approval of the Chief or his designee, for absence due to illness, injury, pregnancy, childbirth, or exposure to a contagious disease that could be communicated to other employees. Unused sick leave shall be cumulative without limit for a maximum period of twenty-eight (28) years.

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 absence was caused by illness due to any of the causes mentioned 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 City reserves the right to require each employee applying for sick leave to be examined by a doctor named by the City 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 employee with ten (10) or more years of service shall be entitled to withdraw pay from their accumulated sick time at any period prior to their retirement, provided their request for early withdrawal is made in writing to the Director of Finance in January of each year on a form provided by the City. The maximum withdrawal is ten thousand dollars per year by any eligible employee. Additional withdrawals may be approved by the Director of Finance.

Section 4. Early withdrawal compensation of sick time will be computed on the basis of an employee's hourly rate of pay at the time of hire, combined with the hourly rate of pay at the time of his or her withdrawal, divided by two and multiplied by their accumulated sick hours being withdrawn at the time.

Section 5. Employees who have acquired ten (10) or more years of service shall, at the time of their retirement, receive pay for unused sick leave based upon their hourly rate of pay at the time in which they were hired combined with the hourly rate of pay at their retirement divided by two and multiplied by his or her accumulated sick time hours. Such payment shall be made only to an employee or the employee's estate.

Section 6. For the purpose of such payment, the maximum permitted accumulation of unused sick time shall not exceed twenty-eight (28) years of service from an employee's anniversary date of hire. However, an employee retained in the employment of the City after twenty-eight (28) years of service shall be permitted to accumulate sick time hours solely for the purpose of sick leave in any given year thereafter.

Section 7. For purposes of compensation under this provision, hourly rate of pay shall be defined as an employee's actual base rate excluding all other wage related benefits.

Section 8. Twenty-four (24) hours of compensation shall be paid to every bargaining unit member for each six (6) month period (January 1st through June 30th and July 1st through December 31st) the member does not utilize sick time.

ARTICLE XIII **LINE OF DUTY INJURY LEAVE**

An employee shall be eligible for this benefit where he/she is disabled as a direct result of the following while acting as a full-time employee of the City:

- An automobile accident occurring during the course of a high-speed chase;
- A fight, effecting an arrest or controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;
- The use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;
- An injury which is the result of being struck by a vehicle while directing traffic or investigating a traffic violation or traffic accident;
- An injury which occurs during high risk training;
- An injury that occurs during a pursuit while on a Police Bicycle;
- Any other injury determined by the City to be the result of a hazardous-type circumstance;
or
- An automobile accident occurring during the course of a high-speed chase, or when responding to a call for service with lights and sirens, where the accident occurred while the officer was operating the vehicle in a manner that was reasonable under the circumstances.

If such disability prevents the employee from performing duties as such municipal employee, the employee shall be paid their monthly salary during the continuance of such disability, but for a period not to exceed one hundred twenty (120) calendar days from the date that such disability was incurred, unless granted an extension per the City's discretion. However, such payments shall be offset by any sums paid as benefits to such disabled municipal employee by any pension fund established by the City and the Workmen's Compensation Fund of the State subject, however, to the following conditions and provisions:

(a) A certificate of the attending physician or surgeon certifying to the disability and the cause thereof shall be filed with the Safety Director within ten days of the date of injury. The Safety Director shall have the right to designate a physician and/or surgeon at any time to examine the applicant at any time during such disability and shall have access to and copies of all medical, hospital and x-ray reports connected therewith furnished upon request.

(b) In the event a disagreement as to the nature of such disability arises between the attending physician and the examining physician for the City, such two physicians shall, upon written request of either party, name a third physician and/or surgeon who shall, within ten (10) days thereafter, make an examination and report his/her findings and opinion to the Safety Director and the claimant, and whose report shall be final. Each party shall pay one-half (1/2) of such examination expense.

(c) Should the attending physician and the examining physician of the City be unable to agree upon a third physician, then The President of the Academy of Medicine of the City of Cleveland shall be requested to name such third physician, whose opinion shall be acted upon and whose services shall be paid for as set forth in the foregoing subsection.

(d) As a condition precedent to receiving the benefits provided for in this section, the employee shall assign to the City that portion of their cause of action against any third party or parties responsible for the disability in the amount of the payments made by the City pursuant to this section.

- (e) Line of duty injury leave shall not reduce an employee's accumulated sick time.

ARTICLE XIV **FUNERAL LEAVE**

Section 1. When death occurs in an employee's immediate family (i.e., spouse, child, parent, grandparent and parent-in-law, brother and sister-in-law, brother, sister and spouse's grandparent), an employee, upon request, will be excused for up to three (3) consecutive scheduled days which include the day of the funeral (or for such fewer days as the employee may be absent), on which he otherwise would have worked and provided he attends the funeral service or memorial service in lieu of the funeral service. Such payment will be at the employee's normal rate. Payment under this provision will not be made if it duplicates payment received for any other reason. If additional time is needed, the employee, upon request and approval, may apply sick days unless circumstances preclude such application, at which time the employee and Chief may agree to another method. Permission to attend any funeral service for individuals not defined herein may be requested by a Police Officer pursuant to permission of the Police Chief.

ARTICLE XV **LEAVES OF ABSENCE**

Section 1. **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 City shall pay the difference between the employee's pay with the City and his or her military pay.

Section 2. **Jury Duty.** An employee, while serving upon a jury in any court of record, shall be paid at his regular salary rate for each of his work days during the period of time so served.

Section 3. **Unpaid Personal Leave.** Leaves of absence for good reasons without pay may be granted at the sole discretion of the Chief and the Mayor.

ARTICLE XVI
CLOTHING ALLOWANCE AND
UNIFORM MAINTENANCE ALLOWANCE

Section 1. **Clothing Allowance.** Each full-time member of the Division of Police, regardless of rank, shall receive a purchase order designated for the purchase of regularly prescribed uniform and police-related equipment. Such purchase order shall be valued at a maximum of Six Hundred Seventy-five Dollars (\$675.00) in any twelve-month period, except that the maximum allowance for all new appointees during their first year of service shall be in such amount as is approved by the Chief to provide sufficient adequate uniforms and equipment. All such uniforms and equipment shall be purchased by the employee at stores and/or vendors approved and designated by the Chief.

Each full-time member of the Division of Police shall, in addition to the above, receive an annual maintenance allowance of Six Hundred Seventy-five Dollars (\$675.00) for cleaning of such uniforms. The maintenance allowance shall be issued to the employee and distributed to the Chief or his designee in equal amounts on April 15 and October 15 of each year.

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

Section 3. **Reimbursement of Clothing Allowance.** Any uniforms or equipment paid for by the City pursuant to this provision shall be and remain the property of the City 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 City during the probationary period shall be required to reimburse the City for the value of any uniforms and maintenance allowance provided to the employee.

ARTICLE XVII
SENIORITY

Section 1. Seniority for a full-time employee shall be that employee's length of continuous service with the City. For the purpose of calculating length of service, the date of an employee's service shall be counted from his most recent date of hire. An employee shall have no seniority during his probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 2. Seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged for cause;
- (c) Is laid off more than one (1) year;
- (d) Is absent without notice for one (1) full duty day, unless the employee is prevented from calling due to exigent circumstances;
- (e) Fails to report for work when recalled from layoff within three (3) work days from the date on which the City sends or delivers the employee notice by certified mail (return receipt requested) (to such employee's last known address as shown on the City's records).

Section 3. **Probationary Period.**

(a) All newly-promoted officers shall be considered to be on probation for a period of one (1) year from the date of promotion. If the conduct, capacity, fitness or aptitude of a probationary officer is unsatisfactory, he may be reduced in rank to the rank held immediately prior to the promotion to sergeant or lieutenant at the sole discretion of the appointing authority at any time. Such reduction in rank shall not be subject to the grievance procedure.

(b) If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to the above probationary provisions.

Section 4. For the term of this agreement, in the case of a personnel reduction, the employee with the least seniority, regardless of classification or position, shall be laid off first. Employees shall be

recalled in order of their seniority, regardless of their classification or position. No new employee shall be hired until laid-off employees have been given ample opportunity to return to work.

ARTICLE XVIII
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 City. 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 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 grade, or terminated for cause may appeal such decision under the grievance procedure.

Section 6. The preparation and processing of grievances shall be conducted during the non-working hours, except as provided herein.

Section 7. 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 City in future proceedings.

Section 8. The grievance procedure outlined in this Article is the sole means for addressing alleged violations of the parties' Agreement.

Section 9. 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 City 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 10. 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 11. Procedure.

Step 1:

An employee may present his grievance orally or in writing to the respective Bureau Commander (Uniform Patrol Commander or Investigations Commander), through the F.O.P. representative or personally. The Bureau Commander shall attempt to adjust the matter in a meeting between the F.O.P. representative, the aggrieved and himself. If the grievance is presented orally and the Bureau Commander's disposition is not satisfactory, the matter shall be reduced to writing on the forms provided by the F.O.P. 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 Bureau Commander shall give his answer in writing within five (5) days. In the event the grievance is not satisfactorily settled in Step 1, the aggrieved party may appeal in writing to Step 2 within five (5) days of receipt of the Bureau Commander's disposition.

Step 2:

Within ten (10) days of appeal to Step 2, there shall be a meeting between the employee, the F.O.P. representative and the Chief, at which time the grievance shall be discussed. The Chief 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 five (5) days from the date of the Chief 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 F.O.P. 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 F.O.P.'s representative with a copy to the employee within twenty (20) days from the date of the hearing.

ARTICLE XIX **ARBITRATION**

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 City, then within fifteen (15) days after the rendering of the decision at Step 3 or a default by the City at Step 3, the F.O.P. may submit the grievance to arbitration. Within this fifteen (15) 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 series 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 American Arbitration Association.

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 F.O.P. agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the F.O.P. failed to fairly represent a member of the bargaining unit in the exercise of his rights in this procedure.

ARTICLE XX
NO STRIKE / NO LOCKOUT

Section 1. 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 strike, slowdown, job action, walkout, concerted sick leave, work stoppage, sympathy strikes, picketing or interference of any kind and any operation of the City.

Section 2. Any employee who violates Section 1 of this article shall, at the discretion of the City, be subject to discharge or other disciplinary action by the City.

Section 3. 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 violation of Section 1 of this article. In the event any violation of Section 1 of this article occurs, the F.O.P. shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage or other interference at any operations of the City are prohibited and are 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.

Section 4. The City shall not lock out any employees for the duration of this agreement

ARTICLE XXI
PHYSICAL EXAMINATIONS

The City may require employees of the Division of Police to submit to a complete physical examination and a complete stress test based upon a schedule as devised exclusively by the contracted physician who is to perform the examination. All employees shall submit to a physical no more than once a year. This examination shall only be related to the ability of the employee to perform his/her job. Each employee shall authorize the physician to submit a written report of the examination findings relative to the ability of the employee to perform his/her job to the Chief.

If an employee is found to be unable to perform his/her duty, the employee may elect to receive a second opinion from a physician of his/her choice, at his own expense. In the event the physician selected by the employee concludes the employee is able to perform his/her duties, the City and F.O.P. shall agree on a third physician, whose opinion shall control. The cost of the third examination shall be shared by the parties

ARTICLE XXII
COMPENSATION AT RESIGNATION, DISMISSAL,
RETIREMENT OR LAYOFF

Section 1. If an employee is eligible to receive vacation, holiday, longevity compensatory time, 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 City, shall be paid to the employee or in the event of death to the employee's estate.

Section 2. Sick time will be disbursed in accordance with Article XII.

ARTICLE XXIII
MISCELLANEOUS

Section 1.

(a) **Reimbursement of Training Expenses.** If an employee voluntarily terminates his employment with the City within three (3) years from initial date of employment, the employee will reimburse the City for the cost to the City of all basic and special training, educational courses of study, seminars and any other related special educational programs, as well as related costs, including travel expenses, provided to the employee at the expense of the City.

(b) Any new training, schooling, classification or position will be offered to all existing members before any new members are hired for said purpose.

(c) The City shall pay for schooling and/or training if approved by the Chief.

Section 2. Printing and Supplying. This Agreement and any future Agreement shall be supplied to each employee by the City and the F.O.P. within thirty (30) days after execution of the Agreement at no cost to the employee. The City shall supply the F.O.P. with necessary paper, and the F.O.P. shall print the agreement and supply each member with a copy of the agreement.

Section 3. Damage to Property and Vehicles. Employees entrusted with City vehicles or property, who through their own negligence damage such vehicles or property, shall be subject to disciplinary action, which shall be grieved through the grievance/arbitration procedure.

Section 4. Infectious Disease. The City 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.

Section 5. Upon retirement, members may purchase their service weapon for fifty dollars (\$50.00), provided they have not been diagnosed with a mental condition inhibiting their ability to own or use a firearm.

ARTICLE XXIV
SAFETY AND LABOR RELATIONS COMMITTEE

Section 1. To provide for means of better communication and understanding between the City of Bedford Heights and the Fraternal Order of Police, a Safety and Labor Relations Committee is established. The committee shall consist of no more than two (2) representatives each from the City and the bargaining unit. The chairman of the F.O.P. Negotiating Committee shall notify the Chief of Police as to F.O.P. representatives.

Section 2. The committee shall meet not more than once per calendar quarter to confer on matters of mutual concern. At least one (1) week prior to any quarterly meeting, either party may submit in writing an agenda to be discussed. Individual grievances shall not constitute appropriate subject matter for this committee.

Section 3. The parties have agreed that interdepartmental policy on the following specific subjects will form the Agenda for the initial committee meetings.

Mandatory annual training time for weapons and tactics.

Officer rights to include, at the least, "citizen complaints" and "personnel records." Personnel records discussions will include the length of time matters of derogatory nature should remain in an individual's file.

Patrol officers' advisory input into planned departmental purchases of police equipment (i.e., weapons, radios, vehicles).

Section 4. The Safety-Labor Relations Committee shall be established no later than sixty (60) days after the full execution of the current agreement.

ARTICLE XXV
PHYSICAL PROFICIENCY

The City and Union have developed a Physical Proficiency Program that, if successfully passed by the employee, will result in an annual \$750.00 allowance on the following basis:

- (a) The City shall have the ability to modify the standards for the physical standards test. Provided, however, that the City can only modify such test after meeting and discussing any modifications with the Union. This test shall have reasonable standards based on those skills necessary for performance as a police officer and must be applied in a fair manner.
- (b) In order to be eligible for the allowance, the employee must qualify no later than December 15 of the test year. Testing shall begin in August of the year. If an employee fails the test, he/she shall have two (2) additional attempts to take the test. These attempts must be no less than two (2) weeks apart. Preparation for this test must be on non-work time and at the employee's own expense.

ARTICLE XXVI
LEGALITY

It is the intent of the City and the F.O.P. that this Agreement comply in every respect with the applicable legal statutes and City Charter provisions and requirements. If it is determined that any provision of this Agreement is in conflict with such statutes or Charter provisions, such provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

ARTICLE XXVII
OBLIGATION TO NEGOTIATE

Section 1. The City and the F.O.P. acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. For the life of this Agreement, the City and the F.O.P. each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE XXVIII
DURATION

This Agreement shall be in full force and effect from January 1, 2026 through December 31, 2028. Upon written notice by either party to the other, given on or before November 1, 2028, negotiations for a new agreement commencing January 1, 2029, shall begin. Such negotiations shall begin within one (1) week after notice is given. If no notice is given then by either party, this Agreement, as in effect on December 31, 2028, will continue in effect for succeeding calendar years, except that either party may, on or before November 1st of each succeeding year, give written notice to negotiate a new Agreement to commence the following January 1. The provisions of this Agreement except where otherwise indicated shall be effective upon acceptance by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of December, 2025.

CITY OF BEDFORD HEIGHTS

FRATERNAL ORDER OF POLICE,
LODGE #67 – BEDFORD HEIGHTS
DIVISION

By: _____
Mayor Phil Stevens

By: _____

By: _____
Jon M. Dileno
Labor Counsel

By: _____

By: _____
Joseph D. Mando
F.O.P. #67 General Counsel

Approved:

Marlene J. Ridenour
Law Director

EXHIBIT B
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into between the City of Bedford Heights (“the City”) and the Fraternal Order of Police Lodge No. 67 (“the FOP”) for the purpose of modifying the work schedule for the basic patrol operations of the City’s Police Department from an eight-hour schedule to a 12-hour schedule. The City and the FOP recognize that the Chief of Police (“the Chief”), per his management rights, may need to modify policies and procedures of the Police Department to effectuate the 12-hour shift schedule. Additionally, as part of this change to 12-hour shifts, the City and the FOP also recognize that certain provisions of the collective bargaining agreements (“the CBAs”) between the City and the FOP, regarding the Patrol Officer and Sergeants/Lieutenants bargaining units, will be modified as specified below. The City and the FOP agree as follows:

1. The agreed-upon modification to the CBA will be effective January 1, 2026 through December 31, 2026.
2. The modifications to the CBA made pursuant to this MOA shall be renewed for the 2027 calendar year unless notice is provided before November 30, 2026, by either party, to terminate this MOA effective December 31, 2026. Upon such notification, this MOA shall terminate at 12:00 midnight December 31, 2026. The timelines of this paragraph regarding continuation or cessation of this MOA shall also apply for 2028.
3. Per the conditions outlined in Paragraphs 1. and 2. above, the CBAs applying to the Patrol Officers and Sergeants/Lieutenants bargaining units shall be modified as follows. All terms of the CBA, including those articles and sections of the CBA referenced below but not specifically modified below, shall continue to apply to all members of the bargaining units:

a. Article VII – Hours of Work and Overtime

• Section 1

The regular work period for employees affected by this MOA shall be 84 hours in a two-week period with a work year of 2,184 hours. Per the discretion of the Chief, a schedule may be implemented wherein each affected employee will be granted one 12-hour “Kelly Day” as time off each six weeks to appropriately reduce the total hours worked each pay period,

on average, to 80 hours. The Chief shall provide a minimum of 21 days' notice before switching between one of these two scheduling options.

- Section 3

Base pay, for all employees affected by this MOA, contemplates seven 12-hour shifts every two weeks, an example of which is set forth in the attached draft schedule, and as set forth in an assignment list published monthly under the direction of the Chief or his designee. No employee shall be entitled to overtime compensation for these regularly assigned shifts. Nor shall an employee be entitled to overtime compensation if he voluntarily works an additional shift as a favor to another police employee to be repaid by the other employee in terms of extra duty at a later date (commonly referred to as "trading shifts") even though such shift trade requires approval of the Chief or his designee. All references to "day" in this or other articles in the MOA refer to a 12-hour period of time.

- Section 4

For all employees affected by this MOA for work performed in excess of 84 hours in a two-week pay period, in excess of 12 hours in one day, or on a regularly scheduled "Kelly Day" (where the "Kelly Day" schedule has been approved by the Chief), shall be compensated at the rate of one and one-half times the employee's regular hourly rate for all overtime, when approved by the Chief or his designee.

Overtime shall be defined as compensation or compensatory time and shall be calculated at the rate of time and one-half an employee's regular base rate including longevity divided by 2,184 hours, or 2,080 hours if assigned to the schedule with "Kelly Days". There shall be no adjustment for special assignment pay arising from overtime compensation. Sick leave shall be excluded from the calculation of time in active pay status for overtime purposes.

- Section 6 – Training

Employees affected by this MOA who are designated and assigned as an FTO shall be paid one and one-half hour of pay for each shift spent in that capacity.

b. Vacations – Article X

- Section 1

Employees affected by this MOA shall earn vacation in hours as follows:

<i>After one (1) year continuous service</i>	<i>80 hours</i>
<i>After six (6) years continuous service</i>	<i>120 hours</i>
<i>After twelve (12) years continuous service</i>	<i>160 hours</i>
<i>After seventeen (17) years continuous service</i>	<i>200 hours</i>

- Section 4
For employees affected by this MOA, vacation time will be selected per the terms of Section 4 of Article X to the extent possible considering that vacation is earned in hours as set forth above and can only be taken in a minimum of 12-hour increments, with any time earned above a 12-hour increment taken as a single block of time.

c. Holidays – Article X

- Section 5
Employees affected by this MOA shall be entitled to 108 hours of paid holiday time per calendar year.
- Section 6
Employees affected by this MOA shall be entitled to priority holiday picks for three shifts, to be utilized in full shifts.

d. Sick Leave – Article XII

- Section 1
Employees affected by this MOA shall earn sick leave at the rate of 3.1 hours for each completed two-week pay period.
- Section 2
Employees affected by this MOA shall be required to provide a qualified affidavit justifying the use of sick leave of two days or more, or for a lesser period of time if the Chief feels an affidavit is necessary to prevent abuse of the provision of Article XII.

e. Funeral Leave – Article XIV

- Section 1
For employees affected by this MOA, when death occurs in an employee's immediate family, an employee, upon request, will be excused for up to two (2) consecutive scheduled days which include the day of the funeral.

4. On-Call

Applicable to employees affected by this MOA, one employee per platoon will be designated as on-call to be available to report to work if an employee calls off sick, dropping shift staffing below minimum numbers as determined by the Chief. On-call status would be designated to each employee for a two-week period, and the on-call designation shall be rotated throughout each platoon.

On-call employees will only be eligible for call-in on the same shift that he/she would be working if on-duty. Employees in on-call status shall not consume alcohol or marijuana, and must report to duty within two hours of being called, or at the beginning of the scheduled shift they are being called for, whichever is later.

5. Any alleged violations of this MOA shall be subject to the grievance procedure of Article XVIII, which shall be the sole process and forum to appeal such violations.
6. This MOA shall not become effective, unless and until, it is ratified by the Union members of each bargaining unit and is executed by the parties.

For the City of Bedford Heights

For the Fraternal Order of Police
Lodge No. 67

Date

Date