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AGREEMENT

BETWEEN

THE CITY OF MENTOR

AND

**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
Communications Technicians and Corrections Officers**

March 28, 2011 through March 30, 2014

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PREAMBLE

This Agreement is hereby entered into by and between the City of Mentor, hereinafter referred to as the "City" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union."

Article I RECOGNITION AND UNIT DESCRIPTION

1.01 The City hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act for all full-time employees employed in the Police Department occupying the positions of Corrections Officer and Communications Technician, excluding all part-time, seasonal, and temporary employees. All other employees of the City are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law. Members of the bargaining unit shall hereinafter be referred to as "Employees".

Article II MEMBERSHIP AND DUES CHECKOFF

2.01 Employees may join or not join the Union as a personal choice.

2.02 The City will deduct Union membership dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deduction. Conditions for said deduction shall be set forth in Section 2.03.

2.03 The City will provide a monthly checkoff of Union membership dues for employees, subject to the following conditions:

- a. The Union will provide the City with individual employee dues deduction cards certified in writing by both the employee and the Union authorizing a voluntary dues deduction for the employee on a monthly basis and the amount of the authorized monthly deduction. If the amount once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until thirty (30) days written notice of such change has been received the City from an authorized officer of the Union.
- b. At the time this Agreement takes effect, the Union will provide the City with a typed listing of the names of members of the Union who have authorized that monthly dues deductions be made, the amount of monthly dues deduction for each member, and the total monthly deduction for the entire membership. This listing shall be signed and dated by an authorized officer of the Union. Thereafter, any changes for whatever reason in the typed listing as specified in this Section shall be reduced to writing by the Union, signed and dated by an authorized officer of the Union and delivered to the City within seven (7) calendar days of such change.

- c. Semi-monthly dues deductions will be made on the first and second pay days after completion of a calendar month and shall apply to the preceding calendar month. Should any changes in the typed listing as specified in Section (b) occur during a calendar month and result in an employee being added to the bargaining unit, the dues deduction provision of this Article shall not apply to the employee for the calendar month which the change occurs, but shall apply to following calendar month and thereafter until terminated. Should any changes in the typed listing as specified in Section (b) occur during a calendar month and result in an employee being removed from the bargaining unit, the dues deduction provision of this Article shall not apply for the calendar month in which the effective date of such termination occurs.
- d. If for any reason a deduction is not made on the pay day in which Union dues are to be deducted, a sufficient amount will be deducted on the first pay day of the first subsequent month in which the employee has sufficient funds due to bring his deductions up to date.
- e. The Union shall furnish the name, title and address of the authorized person or organization to whom the monthly dues deduction payment shall be sent by the City.
- f. The City will forward payment of the total monthly dues deduction and fair share fees, but it shall not be responsible for reconciling individual member dues deductions or fair share fees.
- g. The City will provide dues deductions only for eligible employees covered by this Agreement.

2.04 Within thirty (30) days of the execution of this Agreement, all employees in the bargaining unit who are not having Union dues being deducted pursuant to Section 2.02, above, and all newly hired employees who do not voluntarily join the Union shall as a condition of continued employment with the City have a fair share fee deducted from their pay upon completion of sixty (60) days of continuous service. No payroll deduction authorization forms shall be required for this fair share deduction.

2.05 The City and the Union agree that if any legal challenge is made to the terms of Section 2.04, that both parties will defend its validity until there is a final judgment of the highest court or tribunal to which the matter may be pursued. The Union agrees that its counsel will be the lead counsel during any such litigation and the City agrees that its counsel will fully cooperate in such litigation.

- a. The Union represents to the City that:
 - i. It has established an internal rebate or advanced fee reduction procedure in accordance with Section 4117.09(C) of the Ohio Revised Code;

- ii. A procedure for challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union; and
 - iii. Such procedure and notice shall be in compliance with all relevant state and federal laws and the Constitutions of the United States and the State of Ohio.
- b. Annually, the Union shall provide the City, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, relating to the deduction of fair share fees, provided, however, that the Union may delete any information which sets forth amounts of monies the Union spends in various categories or other specific information not necessary to comply with constitutional requirements.

Article III UNION REPRESENTATION

3.01 Five (5) members of the Union Negotiating Committee, three (3) from Communications Technicians Division and two (2) from the Correction Officers Division, composed of non-probationary full-time employees, shall be entitled to attend all meetings between the City and Union for the purpose of negotiating the terms of the collective bargaining agreement. When such meetings take place at a time when such members are scheduled to be on duty, no more than two of the five members shall be granted leave from duty with pay for attendance at such meetings, but only for the hours they would otherwise have worked on their regular work schedule, except when in the sole judgment of the Chief of Police, such leave from duty will create a shortage of full-time personnel on duty and in such case will not be granted. The Union will furnish the City Manager a written list of the members of the Committee and will notify the Manager in writing of any changes that may be made.

3.02 The Union President and/or his designee shall be entitled to a maximum of sixty (60) hours of leave over the term of this Agreement to attend union conventions and/or seminars. No union leave may be utilized without prior written approval of the Police Chief and/or his designee. In no case shall leave be granted when, in the sole judgment of the Police Chief or his designee, such leave from duty shall create a shortage or full-time personnel on duty.

Article IV MANAGEMENT RIGHTS

4.01 The City has and will continue to retain, without limitation all powers, rights, authority, duties and responsibilities heretofore conferred upon and vested in it by the laws and Constitutions of the State of Ohio and the United States and the Charter and ordinances of the City of Mentor.

4.02 The City shall have the sole right, responsibility and prerogative of management of the affairs of the City and direction of the working forces, including, but not limited to the following:

- a. To manage its affairs efficiently and economically, including the determination of the organization, quantity and quality of service(s) to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, materials or methods of operation.
- b. To determine the care, maintenance and operation of equipment used for an on behalf of the purposes of the City.
- c. To introduce new equipment, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased.
- d. To construct new facilities or to improve existing facilities including the determination of number, location and type of facilities and installations.
- e. To determine the size for the work force and the number of employees assigned to any particular job, assignment or operation.
- f. To hire, assign and lay off employees; to direct the work force and establish work schedules including lunch periods and rest periods.
- g. To establish, combine, or discontinue job classifications and ensure that incidental duties connected with City operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h. To establish or continue policies, practices and procedures for the conduct of City operations and, from time to time, to change or abolish such policies, practices or procedures.
- i. To discipline and discharge employees and to adopt, revise and enforce rules and regulations for the performance of work in accordance with the requirement of the City.
- j. To transfer, promote and demote employees from one classification or shift to another within the Department.
- k. To determine the standards for selection for employment, to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.
- l. To require employees to maintain a medically acceptable physical fitness condition consistent with the duties and responsibilities of the position occupied.
- m. To fulfill all of the City's legal responsibilities.

4.03 The rights of the Union are specifically listed in this Agreement, and all subjects not specifically listed herein are retained by the City with the understanding that the Union and employees waive the right to grieve or arbitrate concerning the contemplation, approval, application, implementation or adoption of any management right listed above or not.

Article V GRIEVANCE PROCEDURE

5.01 Purpose

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practicable, so as to ensure efficiency and employee morale.

5.02 Definition

For the purposes of this Agreement, the term grievance is defined as a disagreement between the City and an employee, or between the City and the Union concerning the interpretation, application or compliance with any provision of this Agreement. A grievance shall be resolved solely through the procedure specified in this Article.

5.03 Grievance Procedure

When an employee or the Union believes that a violation of this Agreement has occurred and that by reason of such violation his rights have been adversely affected the employee must follow the procedure set forth below in presenting the grievance for a determination of its merits. City shall furnish grievance forms which shall be used by both parties. Any grievance which is not filed on the appropriate form shall be denied.

Step 1

An employee who believes he has a grievance shall reduce the nature and facts of the grievance to writing and shall submit the written grievance to the Police Support Services Captain within seven (7) calendar days of its occurrence. Within seven (7) calendar days after the Police Captain receives such grievance, he shall render his decision in writing to the aggrieved employee, his Union representative, if represented, and the Police Chief.

Step 2

If no agreement is reached with the decision of the Police Captain, the grievance shall be submitted in writing to the Chief of Police by the aggrieved employee or his Union representative within seven (7) calendar days of receipt of the written decision by the Police Captain. Within seven (7) calendar days after the Chief receives the grievance, he shall render his decision in writing to the aggrieved employee, his Union representative, if represented, and the City Manager.

(Note: For Communications Technicians a joint response from the Police and Fire Chiefs shall be issued at this step.)

Step 3

If no agreement is reached with the decision rendered by the Chief of Police (or Chiefs of Police and Fire, if applicable), the grievance shall be submitted, in writing, to the City Manager by the aggrieved employee or his Union representative, if represented, within seven (7) calendar days of receipt of the written decision of the Chief of Police (or Chiefs of Police and Fire, if applicable). Within fifteen (15) calendar days after the City Manager receives the grievance, he or his designee shall meet with the aggrieved employee, Union representative, if represented, and the Chief of Police (or Chiefs of Police and Fire, if applicable) and the City Manager or his designee shall render a decision in writing to the aggrieved employee and Union representative, if represented.

Step 4 Arbitration Procedure

- a. 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 timely default of the City, then within ten (10) calendar days after the rendering of the decision at Step 3 or a timely default by the City at Step 3, the Union may submit the grievance to arbitration. Within this ten (10) calendar day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will request a list of seven arbitrators from the FMCS sub-regional pool. Once the list of seven arbitrators is provided the parties will alternately strike one name from the list until one (1) name remains who shall be designated the arbitrator to hear the grievance in question. The parties will alternate making the first strike from the panel of arbitrators for each arbitration.
- b. 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 any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.
- c. 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.
- d. The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.
- e. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the arbitration. All other costs shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. In the event of a "split award," the arbitrator shall split his fees and expenses equally.
- f. 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.

- g. No arbitrator may be utilized two times consecutively unless by agreement of the parties or if selected through the alternate strike method.
- h. The Union 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 Union failed to fairly represent a member of the bargaining unit during the exercise of his rights, as provided by the Grievance and Arbitration Procedures herein contained.

5.04

- a. Any decision not appealed by the employee or Union as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step may be appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the Union and City Manager or his designee.
- b. No matter or action shall be treated as a grievance unless grievance is made within seven (7) calendar days from the time of the alleged violation of this Agreement as set forth in Step 1 of the grievance procedure.
- c. Any employee covered by this Agreement shall have the right to initiate a grievance. Any duly elected Union representative may initiate a grievance on behalf of the membership as a whole when the entire bargaining unit is involved. Grievances filed by a duly elected Union representative shall be termed a class action grievance. Class action grievances filed by a duly elected Union representative shall follow the same guidelines and procedures as individual grievances.
- d. The grievant may select one employee representative to attend all meetings between the City and Union for the processing of grievances after Step 1. When such meetings take place at a time during which either the Union member or the aggrieved employee are scheduled to be on duty, they shall be granted leave from duty with pay for such meetings, but only for the hours they would otherwise have worked on their regular work schedule, except when in the sole judgment of the Police Chief such leave from duty will create a shortage of a full-time personnel on duty in which case such leave shall not be granted and other mutually agreeable arrangements shall be made.
- e. No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this Agreement.

Article VI LABOR AND MANAGEMENT COMMITTEE

6.01 A labor-management committee consisting of the City Manager, or his designee, the Chief of Police, or his designee, the Fire Chief, or his designee, and two (2) members of the Union's negotiating committee shall meet at least once each quarter for the purpose of discussing matters of mutual concern. Any member of the Committee may put an item(s) on the agenda at least seven (7) calendar days in advance of the meeting. When such meetings take place at a time when Union members are scheduled to be on duty, the two (2) members shall be granted leave from duty with pay for attendance at such meetings, but only for the hours they would otherwise have worked on their regular work schedule, except when in the sole judgment of the Chief of Police, such leave from duty will create a shortage of full-time personnel on duty in which case leave will not be granted and other mutually agreeable arrangements will be made.

Article VII PROBATIONARY PERIOD AND SENIORITY

7.01 All newly hired Corrections Officers will be required to serve a probationary period of twelve (12) months. All newly hired Communications Technicians will be required to serve a probationary period of eighteen (18) months. During such period the City shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or arbitration procedure contained or to any civil service commission.

7.02 All newly promoted employees shall be required to serve a promotional probationary period of one (1) year. During such period, the City shall have the sole discretion to demote such employee to his previous position and any such demotion shall not be appealable to any grievance or appeal procedure contained herein or to any civil service commission.

7.03 If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of Section 7.01 above.

7.04 The City may waive six (6) months of the initial probationary period, providing the employee is advised of such waiver at the time of initial hire.

7.05 The seniority rights of employees shall be based on length of continuous regular full-time employment in a particular position classification within the bargaining unit. To the extent practical, Communications Technicians and Corrections Officers shall be granted choice of shift assignment and days off according to seniority. Such assignments shall not jeopardize the work requirements of the Police Department, as determined by the Police Chief. In the event the Employer determines that it is necessary to modify the work schedules of Corrections Officers or Communications Technicians, it shall give not less than seven (7) days written notice to the Union, unless prevented from giving such notice by emergency. During the seven (7) day notice period, the Union may request a Labor-Management meeting for the purpose of advising the employer of any matter, ideas, or suggestions that may pertain to the modifications of the work schedules.

7.06 No employee who receives an original appointment to a position within the bargaining unit shall attain seniority rights under this Agreement until he has continuously held regular full-time employment in a particular position classification covered by this Agreement for a period of one (1) year and until he has successfully completed minimum training requirements, as applicable, in accordance with the Ohio Revised Code. During such period the employee shall be on probation and may be discharged or disciplined for any reason whatsoever. In such event neither the Union nor the employee shall have recourse to the grievance provision of this Agreement. Upon completion of one (1) year of continuous employment and the employee's probationary period, his seniority shall date back to the date of his original employment.

7.07 Length of continuous employment means uninterrupted continuous regular full-time employment in a position classification within the bargaining unit from the date of employment or from the date of re-employment. Continuous employment as herein defined shall govern seniority which shall apply to vacation scheduling, holiday scheduling and personal leave requests.

7.08 Approved leaves of absence, with or without pay, of less than thirty (30) days duration, shall not interrupt continuous employment and shall not be deducted from total employment time.

7.09 Approved leaves of absence, without pay, in excess of thirty (30) days, except for extended service with the Armed Forces of the United States, shall be deducted in computing total service but shall not serve to interrupt continuous service, except as provided in Article XVII, Section 17.4 (Special Leaves).

7.10 An employee will lose all seniority and continuous employment with the City if such employment is interrupted for any of the following reasons:

- a. he quits or retires;
- b. he is discharged for just cause;
- c. he is absent for three (3) consecutive working days without notifying the City;
- d. he fails to return to work at the end of an approved leave of absence;
- e. he fails to return to work from layoff within three (3) working days from the date of recall;
- f. he accepts other employment during an approved leave of absence without prior approval from the City;
- g. he obtains a leave of absence by a false or misleading statement;
- h. his layoff is continuous for a period of twelve (12) consecutive months.

Article VIII PERSONNEL FILES

8.01 The City shall maintain personnel file for each employee.

- a. An employee shall have access to his official personnel file located in the City Manager's office upon, giving a written request to the Department Head at least twenty-four (24) hours in advance and provided that there shall be no undue interference with the normal routine of the Department and the City Manager's office.
- b. Any inquires in the personnel files by anyone other than the City Manager, Personnel Director, Department Head, or their designees, requires notification to the employee. Written notification to the employee of the source of the inquiry and the reason of inquiry, if known, shall be made as soon as practical.
- c. If an employee's personnel file is duly subpoenaed in accordance with law, the employee shall be notified at the earliest possible time.
- d. A copy of all materials related to employee discipline shall be presented to an employee for signature prior to being placed in the employee's personnel file. A copy shall be provided to the employee at that time. The signature shall signify that the employee has received a copy of the document, not that the employee agrees with the contents of the document.
- e. Records of reprimands or suspensions without pay older than eighteen (18) or sixty (60) months, respectively, shall not be used in subsequent disciplinary actions, providing there has been no intervening disciplinary actions taken against the employee during such time periods.
- f. If a written complaint is filed against an employee (by a citizen or another employee) and the complaint is sustained, the employee should be made aware of it.

Article IX SAFETY AND TRAINING

9.01 Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

9.02 A Joint Safety Committee shall be formed by the City and the Union. Said committee shall consist of not more than two (2) representing the Union and two (2) representing the City and shall meet at the request of the majority of the members to review safety conditions. Union members authorized to represent the Union at meetings of the Joint Safety Committee will be paid for time spent at such meetings, but only for the hours they would otherwise have worked on their regular work schedule, except when in the sole judgment of the Police Chief such time from duty will create a shortage of full-time personnel on duty in which case leave shall not be granted and other mutually agreeable arrangements shall be made.

9.03 Any employee required to remain overnight to receive training shall receive an allowance for meals of fifty dollars (\$50.00) maximum per full day when meals are not otherwise provided. The allotment of partial days is as follows: Breakfast – eight (\$8.00) dollars; Lunch – twelve (\$12.00) dollars; and Dinner – thirty (\$30.00) dollars. No reimbursement shall be made for alcoholic beverages. Receipts for all meals must be submitted and approved by the City Manager or his designee.

Article X RATES OF PAY

10.01 a. Effective March 28, 2011, employees shall be paid at a bi-weekly pay rate in accordance with the following schedule:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Communications Technician					
(Bi-weekly)	1,453.69	1,524.14	1,602.81	1,685.04	1,763.69
(Annual)	37,795.94	39,627.64	41,673.06	43,811.04	45,855.94
Corrections Officer					
(Bi-weekly)	1,453.69	1,524.14	1,602.81	1,685.04	1,763.69
(Annual)	37,795.94	39,627.64	41,673.06	43,811.04	45,855.94

b. Effective March 31, 2012, employees shall receive a 2.00% wage increase and be paid at a bi-weekly pay rate in accordance with the following schedule:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Communications Technician					
(Bi-weekly)	1,482.76	1,554.62	1,634.87	1,718.74	1,798.96
(Annual)	38,551.76	40,420.12	42,506.62	44,687.24	46,772.96
Corrections Officer					
(Bi-weekly)	1,482.76	1,554.62	1,634.87	1,718.74	1,798.96
(Annual)	38,551.76	40,420.12	42,506.62	44,687.24	46,772.96

c. Effective March 30, 2013, employees shall receive a 2.00% wage increase and be paid at a bi-weekly pay rate in accordance with the following schedule:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Communications Technician					
(Bi-weekly)	1,512.42	1,585.71	1,667.57	1,753.12	1,834.94
(Annual)	39,322.92	41,228.46	43,356.82	45,581.12	47,708.44
Corrections Officer					
(Bi-weekly)	1,512.42	1,585.71	1,667.57	1,753.12	1,834.94
(Annual)	39,322.92	41,228.46	43,356.82	45,581.12	47,708.44

10.02 During the term of this Agreement, the pay ranges assigned to the classification and grade set forth above in Section 10.1 shall not be reduced by the City Council, nor shall a grievance be filed or processed by, or on behalf of, an employee alleging a wage rate inequity.

10.03 Original appointment to any position shall be made at the lowest step within the salary range; however, the City Manager may make an appointment above the lowest step based on an employee's qualifications and experience over and above the minimum qualifications specified in the class. An employee in original appointment shall be considered for advancement from one step to the next step within the range for his classification after successfully completing twelve (12) months of service, as determined by his performance evaluation. After successfully completing one (1) year of service as determined by his performance evaluation, an employee will be advanced to the next step within his range. Thereafter, advancement within range from one step to the next step shall be based on successful completion of one year of satisfactory service as determined by performance evaluation. However, the aforementioned shall not preclude the City from advancing an employee more than one step as determined by performance evaluation at the City's discretion.

10.04 Reduction in salary for disciplinary or other reasons shall not exceed two steps in the employee's pay grade.

10.05 When an employee returns to duty in the same class or position after separation from City service of not more than one (1) year, providing his separation was not for cause, he shall receive the rate of pay corresponding to the rate received at the time of separation, subject to the approval of the City Manager.

10.06 An employee who leaves the City service to enter active service in the Armed Forces of the United States; who returns directly to the City upon separation and within the time period attested and who is reinstated to his previous position shall be entitled to receive compensation at the rate of pay to which he would have been entitled had his service with the City not been interrupted by service in the Armed Forces.

10.07 Transfer Rates of Pay

When an employee is qualified for, and is temporarily transferred to a higher classification at the sole discretion of the Police Chief or his designee, he shall receive added compensation in the amount of \$0.75 per hour. To qualify for the higher rate, the transfer shall be regular and continuous in character for periods of eight (8) hours or more. Such transfer must be approved in advance by the Police Chief or his designee. When an employee is temporarily transferred to any position in the same or lower class he shall continue to receive his regular rate of pay.

10.08 Maximum Salary Rates

Whenever any employee reaches the maximum step of a pay range, this will be his maximum salary until such time as he may be promoted to a higher classification or until the pay ranges are changed by Council, or until the employee's years of service qualify him for longevity.

10.09 Pay Periods

Except where it conflicts with other regulatory provisions, the compensation period for all full-time employees shall be paid on a bi-weekly basis. In cases where an employee is hired or terminates employment with the City between pay periods, compensation will be at hourly rates for the grade in which they are placed, or are working, multiplied by the number of hours worked to the beginning of the next pay period or the termination of employment whichever is applicable. The City shall remit all compensation through direct deposit.

10.10 Payroll Changes

Payroll changes for longevity compensation, degree pay, and salary shall be effective as of the first day of the bi-weekly pay period following the date of such payroll change.

10.11 Longevity Compensation

Effective June 3, 2002, in addition to regular compensation, longevity pay increments will be paid to employees according to the following schedule:

<u>Years of Service</u>	<u>Annual Longevity</u>
5	\$400
6	\$500
7	\$600
8	\$750
9	\$900
10	\$1,000
11	\$1,100
12	\$1,200
13	\$1,300
14	\$1,350
15	\$1,450
16	\$1,550
17	\$1,650
18	\$1,750
19 or more	\$1,850

Continuous service shall be based on the employee's anniversary date of employment as a regular full-time employee of the City. Longevity compensation shall commence with the first day of the bi-weekly pay period following such anniversary date.

Longevity payments provided for in this Section shall be paid in two payments in each calendar year, one on the first pay date in December and one on the first pay date in June. Employees are eligible to receive prorated longevity pay upon leaving City employment, provided the employee leaves in good standing.

10.12 Shift Differential

- a. All Corrections Officers who are regularly assigned to the 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m. work shift shall receive a shift differential of sixty cents (\$.60) and seventy cents (\$.70) per hour, respectively, for all hours worked
- b. All Communications Technicians who are regularly assigned to the 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m. work shift shall receive a shift differential of seventy cents (\$.70) and sixty cents (\$.60) per hour, respectively, for all hours worked.
- c. Any employee working overtime prior to or following his assigned shift shall receive the higher of that shift's differential or his own shift's differential for all overtime hours worked on such shift.
- d. Any employee working day shift hours other than 7:00 a.m. to 3:00 p.m. shall have their day shift defined as any eight (8) hour period commencing between 6:00 a.m. and 10:00 a.m.

10.13 Matron and on Post Report Pay

All Communications Technicians shall receive an annual lump sum payment of \$150.00 for the performance of matron duties. All Corrections Officers shall receive an annual lump sum payment of \$150.00 for on post report duties.

10.14 Certification Pay

- a. Communications Technicians

All Communications Technicians are required to obtain and maintain through periodic continuing education the L.E.A.D.S., EMD, C.P.R., and N.I.M.S. 100, 200 and 700 certifications in accord with the requirements of the certifying authority as a condition of continued employment.

- b. Corrections Officers

All Corrections Officers are required to obtain and maintain through periodic continuing education C.P.R. certification in accord with the requirements of the certifying entity and to comply with all the training requirements set forth in Ohio Administrative Code Section 5120:1-10-18 as a condition of continued employment.

- c. The City will pay Communications Technicians and Corrections Officers who maintain the required certifications and complete the required training a cumulative total annual sum of three hundred dollars (\$300.00) as Certification Pay. Payment will be made as part of the employee's regular pay during the first pay period of December. Employees who fail to maintain any of the required certifications or complete the required hours of training during the calendar year will not be eligible for Certification Pay. The City reserves the right to amend the certifications and training requirements as it deems necessary.

10.15 Communication Training Officer (C.T.O.) Pay

Communications Technicians who are assigned to perform Communication Training Officer ("C.T.O.") duties will receive five (5) hours of pay at their regular rate for each calendar week they perform C.T.O. duties. The Communications Supervisor has complete discretion to assign C.T.O. duties to any qualified employee and to determine when training periods begin and end. C.T.O.'s will train probationary Communications Officers as assigned, perform duties as set forth in the Communication Training Manual, and as directed. The weekly hours of C.T.O. pay will not accrue toward the calculation of any employee's weekly hours of work for purposes of overtime eligibility.

10.16 Assistant Terminal Agency Coordinator (A.T.A.C.) Pay

Communications Technicians who are assigned to perform Assistant Terminal Agency Coordinator ("A.T.A.C.") duties will receive an annual payment of two hundred and fifty dollars (\$250.00). The Agency Administrator has complete discretion to assign A.T.A.C. duties to any qualified employee and the duration of that assignment. To be eligible for A.T.A.C. pay, an employee must have successfully completed initial training and required continuing education to maintain certification and as set forth by the Police Chief. Payment of A.T.A.C. Pay will be made as part of the employee's regular pay during the first pay period of December.

Article XI HOURS OF WORK AND OVERTIME

11.01 The regular work week for all employees shall be forty (40) hours, as scheduled, excluding meal periods.

11.02 The foregoing does not guarantee any minimum number of hours or days of work or pay, or limit the number of hours or days of work that may be required.

11.03 Communications Technicians and Corrections Officers will not be required to work more than twelve (12) consecutive hours in a twenty-four (24) hour period unless an emergency condition exists, as determined by the Police Chief or his designee.

11.04 When an employee is required to appear before a Court or administrative agency as a result of his actions as a Communications Technician or Corrections Officer on behalf of the City at times other than time abutting his scheduled duty hours, he shall receive compensation at time and one-half (1-1/2) his regular base hourly rate of pay with a minimum of three (3) hours pay at time and one-half (1-1/2) his regular base hourly rate of pay. When an employee is required to return to work for emergency duty at times other than time abutting his scheduled duty hours, he shall receive compensation at time and one-half (1-1/2) his regular base hourly rate of pay with a minimum of three (3) hours pay at time and one-half (1-1/2) his regular base hourly rate of pay.

11.05

- a. Overtime payment at one and one-half (1-1/2) times the regular base hourly rate of pay will be paid to employees for all authorized hours actually worked in excess of the employee's regularly scheduled workday or for all authorized hours actually paid in excess of forty (40) hours per week (i.e. sick leave, holidays, comp time, etc.) except as provided in Sections 11.02, 11.06 and 11.07.
- b. The City shall have the right to require an employee to work an overtime assignment.

11.06 Employees who have earned overtime at either time and one-half (1-1/2) the regular base hourly rate of pay or at the regular base hourly rate of pay may credit such overtime to compensatory time off up to a maximum of one hundred twenty (120) hours. Upon being credited with one hundred twenty (120) hours of compensatory time off, the employee must take compensatory time off before any additional overtime may be accumulated and credited as earned compensatory time off.

The employee must request compensatory time off in writing at least forty-eight (48) hours in advance of the period such time off shall be desired. No compensatory time may be taken without the approval of the Chief of Police or his designee. Compensatory time shall be taken in segments as specified in departmental policies and procedures.

11.07 The following duty shall not be included in the computation of overtime:

- a. Attendance at minimum training sessions as required by the Ohio Revised Code as amended.
- b. Voluntary time spent on civic or department duties.
- c. Emergency stand-by duty.
- d. Authorized attendance at all advanced training schools.

11.08 In the event that there has been, or is occurring, an "emergency condition" as declared by the City Manager which includes but is not limited to tornadoes, conflagration, or community disaster, any employee may be ordered to work overtime in order to secure the peace, health, safety and welfare of the citizens and properties of the City. In such cases compensation shall be at regular base hourly rates for hours worked unless the magnitude of the event would exhaust the budgetary capacity of the City. In such cases, compensation for hours worked or compensatory time off would be at the discretion of the City Manager.

11.09 With prior approval of the Chief of Police or his designee, all employees shall have the right to exchange shifts when the change does not interfere with the operation of the Police Department and provided that the change does not result in the payment of overtime pay to the parties involved.

11.10 Pyramiding

When an employee's compensation is subject to more than one applicable overtime rate or premium pay, the employee shall receive only the highest applicable rate or premium pay for those hours. There shall be no pyramiding of overtime.

Article XII TUITION REIMBURSEMENT

12.01 A tuition reimbursement program shall be established for the purpose of encouraging employees to upgrade their competencies in work-related functions in order to increase the effectiveness and efficiency of City services. Courses eligible under the tuition reimbursement program shall be limited to those offered by an accredited institution and related to the employee's position with the City unless otherwise authorized by the Department Head and City Manager. Such courses shall not interfere with the proper and effective performance of the employee's duties.

12.02 To be eligible for tuition reimbursement an employee must:

- a. Have completed his probationary period.
- b. Obtain written approval from the Department Head and City Manager of the course to be taken prior to registering for the course.
- c. Successfully complete the course with a grade of "B" or higher and submit an official written record of the grade attained and work completed.
- d. Be in the City's employment at the time of completing and being reimbursed for such approved course work.

Courses shall not be eligible for reimbursement if taken by an employee on City time.

12.03 Tuition reimbursement shall be made in the following manner:

- a. Fifty percent (50%) of employee tuition costs only shall be reimbursed by the City upon successful completion of a course when such course work is in an approved degree program and such course work is deemed by the City Manager to have an indirect value to the employee and the City in performance of the employee's duties.
- b. One hundred percent (100%) of employee tuition costs shall be reimbursed by the City upon successful completion of a course when such course work is deemed by the City Manager to have a direct value to the employee and the City in the performance of the employee's duties.

In all cases, reimbursement shall be for tuition only and shall not include the cost of books or other educational materials and fees. Tuition reimbursement shall be capped at the current cost per credit hour as that being charged by Cleveland State University for undergraduate tuition/instruction only. The City will only reimburse up to twelve (12) credit hours completed per employee per calendar year.

12.04 The City Manager shall promulgate appropriate rules and regulations for the implementation of this Article.

12.05 Should an employee voluntarily resign from the City of Mentor within one (1) year after completing a course for which tuition reimbursement is given, said employee shall return the full amount of tuition reimbursement and laboratory fee to the City. In such case, the City may exercise its right to deduct the amount of tuition reimbursement from the employee's final paychecks.

12.06 Degree Pay

In addition to tuition reimbursement provided for in Section 12.03, a regular full-time non-probationary Corrections Officer or Communications Technician shall be entitled to advanced education credits as follows:

- a. An annual payment of \$300.00 when the Corrections Officer or Communication Technician is awarded an official training certificate in a corrections, law enforcement or criminal justice course of study approved by the City Manager and awarded by an accredited degree-granting institution of learning, said certificate to require successful completion of at least forty (40) credit hours. (In lieu of the official training certificate, an employee may present an official letter of verification from an accredited college or university attesting to the employee's completion of all corrections/criminal justice/law enforcement/fire science courses required for an Associate's degree, along with an official transcript detailing said courses and the grades attained for each.)
- b. An annual payment of \$600.00 when the Corrections Officer or Communications Technician is awarded an Associate's degree in a corrections, law enforcement, fire science, or criminal administration course of study approved by the City Manager and awarded by an accredited degree-granting institution of learning, and such course of study shall require successful completion of at least ninety-six (96) credit hours.
- c. An annual payment of \$900.00 when the Corrections Officer or Communications Technician is awarded a Bachelor's degree in a corrections, law enforcement, fire science, or criminal administration course of study approved by the City Manager and awarded by an accredited degree-granting institution of learning, and such course of study shall require successful completion of at least one hundred ninety-two (192) credit hours.

Advanced education payments provided for in this Section shall be paid in two payments in each calendar year based on the date of verification of completion of the applicable degree, one on the first pay date in December and one on the first pay date in June. Applicable credits verified after January 1 of each year shall be paid on a prorated basis. Employees are eligible to receive prorated certificate/degree pay upon leaving City employment, provided the employee leaves in good standing.

12.07 Any employee employed on or before March 27, 2011 and who prior to March 28, 2011 possesses a certificate, Associates Degree or Bachelors Degree as set out in this Article shall be entitled to such Degree Pay.

12.08 Any employee employed on or before March 27, 2011 who obtains a Bachelors Degree as set out in this Article shall be entitled to such Bachelors Degree Pay.

12.09 No employee hired on or after March 28, 2011 shall be entitled to any degree pay set out in this Article.

Article XIII SICK LEAVE

13.01 The Police Chief shall authorize sick leave (as long as the employee has sufficient accumulated sick leave) for the following reasons:

- a. Non-occupational illness or physical incapacity of the employee.
- b. Non-compensable bodily injury to the employee.
- c. Quarantine because of contagious disease upon presentation of a certificate from the attending physician.
- d. Serious injury or acute illness of a member of his immediate family requiring the personal attendance at home of the employee up to a maximum of eighty (80) hours of accumulated sick leave in a calendar year. Additional sick leave for this purpose in special cases may be authorized by the City Manager. Sick leave shall not be authorized for simple illness or disability in the immediate family of an employee not requiring emergency medical treatment or professional attention. For purposes of this provision, immediate family shall be taken to mean sibling living in the employee's home, spouse, child, step-child, parent or step-parent.

13.02

- a. Sick leave will not be allowed when absence is due to the use of narcotics, intoxicants or willful misconduct.
- b. An employee who is self-employed or works for another employer while on sick leave, disability leave or FMLA leave, who performs activities in conflict with the stated reasons for the leave will be considered as having terminated his employment with the City of Mentor.

- c. Sick leave will not be allowed in instances when the employee is cleared for light duty by a physician and the City has light duty available consistent with the employee's physical limitations and requests that the employee performs such light duty assignment.
- d. Any abuse or patterned abuse of sick leave shall be just and sufficient cause for disciplinary action.

13.03 Sick leave will not be authorized for illness, injury, or physical incapacity incurred in employment other than with the City.

13.04 An employee scheduled to work on a holiday who reports sick or injured shall be entitled to sick leave with pay but shall not be eligible for holiday pay.

13.05 An employee who becomes sick or is injured and is unable to report to work shall notify an appropriate person with the Department, as determined by the Chief of Police, of his illness or injury at least one (1) hour prior to the starting time of his regular afternoon and midnight shift and one (1) hour prior to the starting time of his regular day shift on the first day of his absence and each day thereafter, if not hospitalized, or sick leave will not be allowed. Should the illness or injury prevent the employee from making such notification, then it shall be the responsibility of his designee to comply with this notification requirement. Upon his return to duty the employee shall submit a written signed sick leave request to the Chief of Police for approval. Failure to notify the appropriate person within the Department shall result in denial of a claim for paid sick leave.

13.06 The City may require proof of illness for any authorized sick leave. In the judgment of the Chief of Police, proof of sick leave may include a signed doctor's certificate or other proof of illness or injury from the physician of the employee or physician of a member of his immediate family as defined in this Article, whichever is applicable, indicating the nature or duration of the illness or injury.

13.07 The City Manager reserves the right at any time to require an employee to submit to a physical or psychological examination by a doctor of the City's choice, the cost of the physical or psychological examination to be at the City's expense.

13.08

- a. An employee shall accrue sick leave at the rate of 4.62 hours bi-weekly.
- b. An employee, who retires with less than ten (10) years of full-time service, or terminates his employment, shall be deemed to have waived all accumulated sick leave time, except due to death in the line of duty, in which case the employee or his estate shall receive one-fourth (1/4) of the value of his unused accrued sick-leave credit to a maximum of one-fourth (1/4) of nine-hundred-sixty (960) hours.
- c. Upon retirement from active duty or death of an employee with ten (10) or more years of full-time service, one-third (1/3) of the value of his unused accrued sick leave credit to a maximum of nine hundred (900) hours shall be remitted on the basis of his current base rate of pay to the employee or his estate. Such payment shall only

be made once and shall eliminate all sick leave credit accrued by the employee. In the event the employee dies in the line of duty, as evidenced by a final decision allowing worker's compensation benefits, his estate shall receive the value of his total unused accrued sick leave credit.

13.09 In case of death in a full-time employee's immediate family defined as any relative living in the household of the employee, spouse, child, parent, parent-in-law, grandparent, step-grandparent, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, brother, sister, brother-in-law, sister-in-law, and daughter or son of the employee's spouse or domestic partner the employee will be entitled to take up to twenty-four (24) hours paid leave, without charge to sick leave, and up to twenty-four (24) hours of accumulated sick leave with pay. Paid leave and sick leave for this purpose shall be granted to an employee who is actually in attendance at the funeral or engaged in activities in connection therewith.

Article XIV HOLIDAYS

14.01 The following are the official City holidays for employees:

- | | |
|-----------------------------|------------------------|
| New Year's Day | Veterans' Day |
| Martin Luther King, Jr. Day | Thanksgiving |
| Presidents' Day | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | *Two Floating Holidays |
| Labor Day | |

*Determined annually by administrative memo from the City Manager as extra half-day or full-day holidays equaling two (2) full-day holidays.

14.02 On official holidays the following shall apply:

- a. An employee who is scheduled and works on a holiday shall receive eight (8) hours compensatory time off during the calendar year in lieu of the holiday.
- b. An employee who scheduled day off falls on the holiday shall receive eight (8) hours compensatory time off at the straight time rate during the calendar year in lieu of the holiday.
- c. To be eligible to receive holiday pay an employee must work his scheduled shift before and after the holiday.

- d. Time and one-half pay shall be paid to employees for hours actually worked on a shift for which the majority of hours falls on *New Years Day, Thanksgiving Day, Christmas Day, Memorial Day and the Fourth of July.

Example: Under current shift schedules, time and one-half pay would be paid for all hours actually worked on the following shifts:

1. 11:00 p.m. Thanksgiving and Christmas Eves to 7:00 a.m. Thanksgiving and Christmas Days
2. 7:00 a.m. – 3:00 p.m. Thanksgiving and Christmas Days
3. 3:00 p.m. – 11:00 p.m. Thanksgiving and Christmas Days
4. 4:00 p.m. Thanksgiving and Christmas Days to 2:00 a.m. the days after Thanksgiving and Christmas

*3:00 p.m. New Years Eve through 3:00 p.m. New Years Day

Any employee who works more than their scheduled shift on the above Holidays shall receive two (2) times their hourly rate for all hours worked in excess of their shift. Any employee who is called into work or is required to work on a scheduled day off on the above Holidays shall received two (2) times their hourly rate for hours worked.

- e. Employees employed prior to March 28, 2011, may, at their discretion, sell back up to forty (40) hours of holiday time, to be paid in December of each year. Employees employed on or after March 28, 2011, may, at their discretion, sell back up to twenty-four (24) hours of holiday time, to be paid in December of each year. (Note: This sell-back provision shall not apply to employees assigned to work in staff positions, as designated by the Police Chief.) Such payments, when due, shall be included in the employee's regular paycheck.
- f. In the event that an employee is on authorized sick leave the day prior to or following a holiday or the day prior to or following compensatory time off taken in lieu of a holiday, proof of illness shall be required.
- g. Holidays will be prorated accordingly for employees hired during the course of the year.

Article XV VACATION LEAVE

15.01

- a. All regular, full-time employees shall be eligible for vacation leave paid at the regular base rate in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Rate of Earned Vacation</u>
Up to Five (5) years	3.08 hours bi-weekly
Five (5) years up to Ten (10) years	4.62 hours bi-weekly
Ten (10) years up to Sixteen (16) years	6.15 hours bi-weekly
Sixteen (16) years	6.46 hours bi-weekly
Seventeen (17) years	6.77 hours bi-weekly
Eighteen (18) years	7.08 hours bi-weekly
Nineteen (19) years	7.38 hours bi-weekly
Twenty (20) years up to Twenty-five (25) years	7.69 hours bi-weekly
Twenty-five (25) years and over	9.23 hours bi-weekly

- b. An employee who enters or leaves the service of the City during a bi-weekly pay period will not accrue vacation credit for that pay period unless the employee actually works the entire bi-weekly pay period.
- c. Any employee hired on or after July 1, 1987 shall receive a maximum five (5) years service credit for employment with the State of Ohio or any political subdivision thereof for the purposes of computing vacation leave with the City.

15.02

- a. A regular, full-time employee may carry at any given time a maximum of one calendar week of earned vacation more than the allowable annual accrued rate at that time.
- b. Vacation leave shall be determined by length of continuous service as a regular full-time employee of the City.
- c. Vacation leave shall not be granted during any unauthorized work stoppage.
- d. Choice of vacation dates by employees shall be granted whenever practicable without jeopardizing the work requirement of the Police Department as determined by the Chief of Police. Seniority shall prevail when requested vacation dates conflict, in accordance with the policy established by the Chief of Police. After March 1st of each year an employee, who has not used his seniority to select a vacation period, shall not be permitted to use seniority to require another employee to give up his previously scheduled vacation period.

- e. If an employee terminates employment in good standing, he shall be entitled to be paid for any unused accrued vacation time. On the death of an employee entitled to unused accrued vacation allowance, the allowance shall be paid in a lump sum to his surviving spouse, then to his estate.
- f. To be granted vacation leave, an employee must submit a prior written signed request to the Chief of Police or his designated representative for approval in accordance with the policy established by the Chief of Police.
- g. In the event that an employee is on authorized sick leave the day prior to or following vacation time, proof of illness for such sick leave shall be required.
- h. Except in cases of emergency as determined solely by the Chief of Police or his designee, once vacation time (including holiday, personal and compensatory time) requests are approved and posted on the schedule, the City cannot cancel them. For purposes of this paragraph, the creation of overtime shall not constitute an emergency.

Article XVI DISABILITY PAY

16.01

- a. An employee who sustains an injury or contracts an occupational disease as those terms are defined in R.C. §4123.01 in the course of and arising out of his or her employment with the City and is temporarily and totally disabled shall continue to receive his or her full salary and health insurance benefits during the period of temporary total disability (“IOD Pay”) subject to the limitations set forth in this Section except if any such employee then has completed 25 years of service and/or becomes eligible for a pension, then IOD Pay shall cease. In no event shall payments under the Article continue for more than six (6) consecutive months from the date of injury—Contingent upon the submission of medical evidence of continuing temporary and total disability. Said payments may be extended for up to an additional six (6) months at the sole and exclusive discretion of the City manager or designee.
- b. The City Manager may require at regular intervals and not less than every thirty days (30) written proof of continuing disability from the employee’s physician, and the City Manager may also require an examination of the employee by a physician of the Manager’s choice to determine the extent and probable duration of the disability. If such examination concludes that the employee is physically able to return to his or her regularly assigned full-time duties or any light duty assignment within his or her physical restrictions, the City Manager will direct the employee to return to work on the Monday next following or on a date determined by the City manager. An employee medically cleared to return to work in any capacity is not eligible for IOD Pay. Failure to return as directed will be considered as voluntary termination unless an appeal is filed with the City Manager.

- c. An employee's sick leave shall not be charged during the six (6) month period specified in (a) above.
- d. If an employee is on extended leave and his vacation has accrued to the maximum under Article 15.02, he shall be entitled to no further accrual of vacation until he returns to regular duty.
- e. Employees seeking IOD Pay must submit an Ohio Bureau of Workers' Compensation form MEDCO-14 completed and signed by a physician, which designates them as temporarily and totally disabled to the City to be eligible for IOD Pay. Failure to submit a complete, signed MEDCO-14 form may result in denial of IOD Pay. The MEDCO-14 will be proof of continuing disability as required by Section 21.01(a).
- f. An employee may not receive IOD Pay for time taken off work to attend appointments related to the at-work injury after he or she is deemed fit to return to his or her regularly assigned duties or any light duty assignment. An employee may receive flex time to accommodate necessary follow-up medical appointments related to an at-work injury or occupational disease if approved by the Police Chief or his designee.

16.02 Any employee shall report an injury or occupational disease incurred while in the discharge of his duties to his shift supervisor as soon as possible after its occurrence, but no later than the end of the regular work schedule of the day in which such injury or disability occurs. In the event of an injury or occupational disease incurred in the discharge of his duties, an employee shall submit a complete report of such incident on a Worker's Compensation Report of Injury form within seventy-two (72) hours of its occurrence unless otherwise excused from doing so by his shift supervisor. Failure to submit a complete report of a job connected injury or occupational disease as specified herein shall be grounds for disciplinary action and denial of the claim and or IOD Pay.

16.03 The City will terminate IOD Pay to any employee who is guilty of submitting a false claim or abuse of the privileges covered in this Article or who engages in employment for another employer, including self-employment, while receiving IOD Pay. Such actions shall be grounds for disciplinary action and the employee will be required to reimburse the City for IOD Pay received.

16.04 When receiving IOD Pay as specified in this Article, an employee shall refund to the City of Mentor amounts which may be received under the Ohio Worker's Compensation Law for such times as the employee received IOD Pay from the City.

Article XVII SPECIAL LEAVES

17.01 The Police Chief may with the written approval of the City Manager authorize an employee to be absent for personal reason without pay or other economic benefits, for a period not to exceed ten (10) working days in a calendar year.

17.02

- a. The City Manager may authorize special leaves of absence, with or without pay or other economic benefits, for a period not to exceed three (3) calendar months in any one (1) calendar year for the following purposes:
 - (i) Urgent personal business requiring the employee's attention for an extended period such as settling estates, fire or natural disaster.
 - (ii) Liquidating a business, attending Court as a witness and for purposes other than the above that are deemed beneficial to the City service.
- b. The City Manager may authorize special leaves of absence, with or without pay or other economic benefits, for a period not to exceed one (1) calendar year, for jury duty, attendance at college, university, business school or other academic institution as may be authorized for the purpose of training in subjects related to work of the employee, and which will benefit the employee and the City service.

17.03 Except where circumstances will not permit, requests for special leaves, as provided in Section 17.01 and 17.02 will be presented in writing to the Police Chief at least fifteen (15) working days in advance of the proposed effective date of the leave. Approved leave will be granted in writing and will specify the period of leave authorized. Failure to return on the specified day during such leave will be considered automatic termination. Engaging in other employment during such leave without prior written approval of the City Manager will be considered automatic termination.

17.04 An employee on leave without pay shall not accrue vacation or sick leave provided, however, that an employee entering or leaving active work status under the provisions of this Article shall receive the full bi-weekly accruals for sick leave and vacation if he works or is on paid leave status for forty (40) or more hours for a given pay period. An employee on leave without pay for more than 30 days shall not accrue service toward longevity compensation, vacation accrual, or seniority.

All unauthorized and unreported absences shall be considered without leave and deduction of pay shall automatically be made for the period absent. Absence without notice or authorization for three (3) consecutive working days shall be considered voluntary termination.

Article XVIII PERSONAL LEAVE

18.01 All regular, full-time employees who have successfully completed one (1) year of service shall receive two (2) working days per calendar year for personal leave. The duration of a personal leave "day" will be defined by the employee's work schedule at the time the personal day is used (*e.g.*, an employee working a twelve (12) hour shift will receive a twelve (12) hour personal day and an employee working an eight (8) hour shift will receive an eight (8) hour personal day). Said personal days shall not be charged to the employee's accumulated sick leave. Personal days may be taken consecutively if approved by the Department Head. Employees who fail to use their personal leave during the calendar year will lose those days of personal leave.

18.02 To be eligible to take a personal day, employees must provide the Department Head with a written signed request for personal leave at least forty-eight (48) hours in advance for approval, unless otherwise authorized by the Department Head or his authorized representative.

Article XIX PARENTAL LEAVE

19.01 The Employer, upon written request of an affected bargaining unit employee, shall grant such employee a leave of absence without pay, after the employee exhausts all accrued, paid leave and subject to the following:

a. Length of Leave

Leaves of absence shall be limited to the period of time that the affected employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable predelivery, delivery, recovering time, as certified by a physician, not to exceed six (6) months. If the employee is unable to return to active work status within six (6) months, such employee may be granted a reasonable extension.

b. Physician's Certificate

An affected employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth or related medical conditions.

c. Sick Leave Usage

An affected employee shall use all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of pregnancy, childbirth or related medical conditions, prior to obtaining an unpaid leave. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as defined above.

d. Vacation Leave Usage

An affected employee shall use all of the employee's accumulated vacation leave at any time prior to or following childbirth, prior to obtaining an unpaid leave.

e. Request for Leave

Requests for leave of absence, sick leave, personal leave or vacation leave made pursuant to this Article are administered by the City and its internal line of supervision.

Article XX FAMILY AND MEDICAL LEAVE ACT

20.01 The parties agree that employees are entitled to the benefits set forth in the Family and Medical Leave Act of 1993, (as amended) ("FMLA"), and set forth below.

20.02 Any FMLA-qualifying leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's FMLA leave entitlement to twelve (12) work weeks of leave during the twelve (12) month period.

- (1) The birth of a son or daughter, and to care for the newborn child;
- (2) The placement with the employee of a son or daughter for adoption or foster care;
- (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- (4) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

20.03 The annual rolling twelve (12) month FMLA leave period shall commence and be measured backward from the date the employee uses any FMLA leave.

20.04 Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act.

20.05 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act.

20.06 An employee requesting FMLA leave must provide the City with the appropriate Certification form. Employees who wish to use FMLA leave for any qualifying reason must fill out a leave request form 30 days or more prior to the date they wish the leave to commence. In cases where the leave was unforeseeable the form should be submitted as soon as possible fore the requested leave is to commence and in any case within five (5) days after the leave begins. Certification forms are available at the Human Resources office and an employee must return such forms within fifteen (15) days or as soon as practicable. Employees must comply with

FMLA leave requirements, including medical certification and reasonable leave request notice. Taking of leave or restoration of employment may be denied if FMLA requirements are not met.

20.07 Sick leave events which continue two (2) work weeks or more will require completion of a WH380 Form.

20.08 Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

20.09 Leave for the birth or adoption of a child by the employee or for the placement of a child in foster care with the employee may not be taken on intermittent or reduced schedule.

20.10 Employees on unpaid FMLA leave will be obligated to pay the employee share of health care premiums on the regular pay day. The City of Mentor will cease to pay the city's share of the premium if the employee's payment is more than thirty (30) days late.

20.11 The parties agree that the City reserves any and all right and privileges granted to Employers under FMLA.

Article XXI EMPLOYEE GROUP INSURANCE

21.01 Employees are eligible to subscribe to group health insurance plans upon appointment as follows:

- a. The City shall provide hospitalization and medical benefits substantially comparable to that provided by the City of Mentor health care plan.
- b. The City shall provide a prescription drug plan that has a copayment of fifteen dollars (\$15.00) for generic drugs and a copayment of twenty-five dollars (\$25.00) for name brand drugs. If a prescription is available through the City's mail order prescription drug plan, you are encouraged to use the mail order plan. For all maintenance-type prescription drugs (i.e., the prescription drug is required to be taken for 90 days or more), and the covered individual does not use the mail order process for that prescription, the copayment required at the time of purchase at a retail pharmacy for the prescription will be thirty dollars (\$30.00) for generic drugs and fifty dollars (\$50.00) for name brand drugs effective at the time of the third, 30-day fill of the prescription (i.e., the first two 30-day maintenance-type prescriptions at a retail pharmacy will be at the regular copayment rates and the third 30-day maintenance-type prescription at a retail pharmacy will be at the increased copayment rate). The City will take steps to ensure that covered individuals are notified of the applicability of this provision to their individual prescriptions and when failure to use the mail order prescription drug plan will result in increased copayments.
- c. Effective January 1, 2012, the City shall provide a prescription drug plan that has a co-payment of fifteen dollars (\$15.00) for covered generic drugs and twenty-five dollars (\$25.00) for covered formulary drugs, and sixty dollars (\$60.00) for covered non-formulary drugs.

Effective January 1, 2012, for all maintenance-type prescription drugs (i.e., the prescription drug is required to be taken for 90 days or more), and the covered individual does not use the mail order process for that prescription, the co-payment required at the time of purchase at a retail pharmacy for the prescription will be thirty dollars (\$30.00) for covered generic drugs and fifty dollars (\$50.00) for covered formulary drugs, and one hundred twenty dollars (\$120.00) for covered non-formulary drugs, effective at the time of the third, 30-day fill of the prescription (i.e., the first two 30-day maintenance-type prescriptions at a retail pharmacy will be at the regular co-payment rates and the third 30-day maintenance-type prescription at a retail pharmacy will be at the increased co-payment rate). The City will take steps to ensure that covered individuals are notified of the applicability of this provision to their individual prescriptions and when failure to use the mail order prescription drug plan will result in increased co-payments.

- d. The City shall provide dental and orthodontia coverage with the schedule of benefits, conditions, and limitations in accordance with the terms of the group plan purchased (or the plan adopted, if self funded).

- e. Accidental death or dismemberment insurance coverage in the amount of \$12,000.00, with eligibility and the coverage amount for employees age 65 and older to be in accordance with the terms of the group policy.
- f. Term life insurance coverage in the amount of \$50,000.00, with eligibility and the coverage amount for employees age 65 and older to be in accordance with the terms of the group policy, will be implemented when reasonably practicable.

21.02 The City reserves the right to change insurance carriers or self-insure at its discretion, providing such benefits are substantially comparable to those being presently provided. Effective January 2006, a committee shall be established to review health care proposals in anticipation of the City's yearly health care renewals. This committee shall include a representative chosen by the Union.

21.03 Upon execution of this Agreement, the City will provide health insurance under the following provisions:

- a. The Employer will pay ninety-five percent (95%) and the employees will pay five percent (5%) of the monthly health care premium cost up to the following caps, which ever is less: Effective January 1, 2011 Forty dollars (\$40.00) for single and eighty-two dollars and fifty cents (\$82.50) for family coverage.
- b. Effective January 1, 2012, the employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly healthcare premium cost without a cap.
- c. Effective January 1, 2013, the employer will pay ninety (90%) and the employee will pay ten percent (10%) of the monthly healthcare premium cost without a cap.
- d. An annual deductible of two hundred dollars (\$200.00) for single coverage and four hundred dollars (\$400.00) for family coverage. The deductibles will not be applied to health care services defined as "preventative" by the health care provider.
- e. Ten percent (10%) coinsurance for all services up to a maximum of four hundred dollars (\$400.00) for single coverage and eight hundred dollars (\$800.00) for family coverage per year.
- f. A co-pay of fifteen dollars (\$15.00) per visit for office visits to any provider of medical services and twenty dollars (\$20.00) per visit to any medical specialist.
- g. A co-pay of seventy-five dollars (\$75.00) per visit for the employee and each covered individual to an emergency room.
- h. Effective July 1, 2011, one hundred percent (100%) of the additional cost for healthcare coverage for over age dependent children shall be at the employee's expense.

Article XXII UNIFORM ALLOWANCE

22.01 A uniform allowance shall be paid to employees during each calendar year of this Agreement in accordance with the following schedule:

Uniform Allowance \$1,000

The allowance shall be paid in March of each year. Such payments when due shall be included in the employee's regular paycheck unless the City determines to furnish initial and replacement uniforms with cleaning, in which case no uniform allowances shall be paid.

22.02 If an employee terminates employment with the City after receiving a cash uniform allowance for that year, the City may withhold a prorated portion of said cash uniform allowance from his final paycheck, said proration to be calculated based on the employee's termination date.

Article XXIII DISCIPLINE

23.01 The City and Union agree that the Fire and/or Police Departments may review or inquire of an employee's performance relative to job requirements, reports, attitude and other duty-related activities. Such review or inquiry shall not be deemed to be a disciplinary inquiry or hearing. An employee has the right to the presence and advice of a Union representative when the employee is the subject of a disciplinary internal or criminal interrogation.

23.02 Except as provided Article VII, Sections 7.01 and 7.02, this procedure shall apply to all employees covered by this Agreement.

23.03 The following administrative procedures shall apply to disciplinary cases:

- a. The Chief of Police and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Chief of Police is encouraged to hold an informal hearing with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The employee must be advised before meeting that she/he is entitled to representation by the Union and/or a Union authorized attorney during the initial discussion.
- b. If a mutually agreeable settlement is not reached at this informal meeting the Chief of Police will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. If no formal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

23.04 An employee who may be found guilty of charges and subject to dismissal, demotion or suspension of more than three (3) working days, shall have the right to request a hearing before the City Manager or his designee after the meeting with the Chief has taken place. Such request shall be made in writing by the employee to the City Manager within seven (7) calendar days after receiving notice of the Chief(s)' decision. The City Manager or his designee shall hold such hearing within ten (10) calendar days of his receipt of such written request.

The hearing will be informal in nature with the employee, member of the Union Negotiation Committee (if requested by the employee) and department head present. Such hearing shall be closed to the public including the press, unless it is mutually agreed by the parties that it be an open hearing, or unless it is determined by the City Law Director that such closed hearing is a violation of State Law. The City Manager or his designee shall render his decision within fifteen (15) calendar days after the conclusion of the hearing. The City Manager or his designee may uphold, increase or reduce the severity of punishment imposed by the Police Chief and/or Fire Chief.

An employee shall have the right to appeal the decision of the City Manager to arbitration pursuant to and in accordance with the grievance provisions set forth under Article V.

23.05 An employee or a complainant may at any time be requested to submit a polygraph examination or a voice stress analysis. In the event that either one or both the complainant or employee submit to a polygraph examination, the questioning shall be narrowly related to the specific investigation. The results of such polygraph examination shall be admissible in any departmental hearing although the charged employee may question the validity of the polygraph examination. This provision shall also apply to an employee being interviewed in the course of an investigation concerning another employee. An employee shall not be subject to disciplinary action for refusing to submit to a polygraph examination or voice stress analysis.

Article XXIV SUBSTANCE TESTING AND ASSISTANCE

24.01 Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the employer from other administrative action but such actions shall not be based solely upon the test results.

24.02 All drug and alcohol screening test shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedures and mass spectroscopy confirmation of any positive initial screening.

24.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass

spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the two previous tests. If at any point the results of the drug testing procedures conducted by the City specified in this Article are negative, (employee confirmatory tests not applicable) all further testing and administrative sections related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee and any future test results shall not be used against an employee in any future disciplinary action or in any employment consideration decisions.

24.04 Upon the findings of positive for a controlled substance by the chemical tests, the employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts so as to bypass the EAP in which case the Employer shall have the right to disciplinary action. An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

24.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within three (3) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the employer. For the purpose of this Article, "periodic" shall mean not more than twelve (12) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

24.06 No drug testing shall be conducted without the authorization of the Chief of Police or his designee. If the Chief or his designee orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of the Chief of Police and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions set forth in the Article.

24.07 The employee and OPBA shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

24.08 Employees that purposely make false accusations pursuant to this Section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

Article XXV CONTINUITY OF WORK

25.01 The Union and employees, individually and/or collectively, agree that there shall be no interruption of services, for any cause whatsoever by the Union or the employees it represents, nor shall there be any concerted effort by them not to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises. There shall be no strikes, sit downs, slow downs, feigned illnesses, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City.

25.02 Any employee who engages in any activity prohibited by Section 25.01 shall be subject to disciplinary action by the City up to and including discharge.

Article XXVI DISCRIMINATION

26.01 Neither the City nor the Union shall discriminate against any employee because of such employee's race, color, religion, sex, age or national origin, or because such employee is disabled or based upon any other classification protected by federal, state or local law or ordinance. The City and the Union expressly prohibit any form of retaliatory action against any employee availing him or herself to the benefits of this Article.

26.02 The Union expressly agrees that membership in the Union is at the option of the employee and that they will not discriminate with respect to representation between members and nonmembers.

Article XXVII GENERAL PROVISIONS

27.01 When existing departmental rules and regulations are changed or new rules and regulations are established, they shall be posted on the departmental bulletin board. The City further agrees to furnish each employee with a copy of existing or new departmental regulations as may affect his job. New employees will be provided with a written copy of such departmental rules and regulations at the time of appointment.

27.02 The City shall develop a policy regarding the separation of employee and prisoner locker facilities.

Article XXVIII GENDER AND PLURAL

28.01 Whenever the contract so requires, the use of words herein in the singular shall be construed to include the plural, and the words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purpose only and it is not to be interpreted to be discriminatory by reason of sex.

Article XXIX HEADINGS

29.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

Article XXX TOTAL AGREEMENT

30.01 This Agreement represents the entire agreement between the City and the Union and unless specifically and expressly set forth in the written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the City, except that any such modifications or discontinuances of a benefit or the administration of a benefit adversely affecting the bargaining unit as a whole, may be referred to the Labor Management Committee prior to implementation, excluding emergencies.

30.02 Prior to the submission of any issue to the Labor Management Committee, pursuant to Section 30.01 above, such issue must be presented to the Union's Negotiating Committee, which shall determine whether the issue is, or is not, submitted to the Labor Management Committee.

Article XXXI OBLIGATION TO NEGOTIATE

31.01 The City and the Union 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 arrives at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

31.02 Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement,

even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Article XXXII CONFORMITY TO LAW

32.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

32.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

Article XXXIII

DURATION

33.01 The Agreement shall become effective at 12:01 a.m. on March 28, 2011, and shall continue in full force and effect, along with any amendments made and annexed thereto, until midnight, March 27, 2014.

In Witness Whereof, the parties hereto have set their hand this ____ day of _____, 2011.

FOR THE UNION:



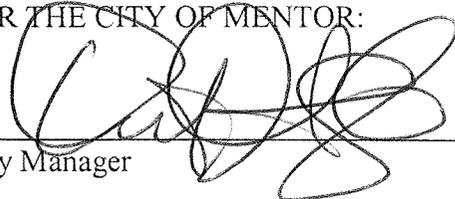
Chief Negotiator

Michele Earny 9-23-11

Chief Negotiator

Richard Protti 9-26-11

FOR THE CITY OF MENTOR:



City Manager

Thomas M. Drabarczyk

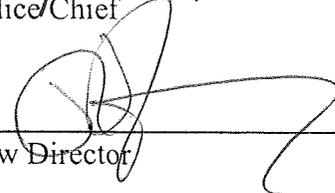
Chief Negotiator *W.L.M., Inc*

Richard L. Horney, Fire Chief

Fire Chief

Chief Dain Hewell

Police Chief



Law Director

ADDENDUM A

PERFORMANCE INCENTIVE PROGRAM

- A) The measurement period for this plan shall be pay periods having pay dates from January 1 through December 31.
- B) Each qualifying employee would be eligible to receive up to the amount in the following schedule.

Performance Bonus Based on Average Sick Leave of 40 Hours

Hours of Sick Leave taken in the Calendar Year	0	< 8	< 16	< 24	< 36	< 40
Incentive Payment	\$500.00	\$400.00	\$300.00	\$200.00	\$100.00	\$50.00

- C) An employee must be rated as standard or above on his/her performance evaluation to be eligible for this program.
- D) Catastrophic illness shall not be taken into consideration when computing this performance incentive plan. For purposes of this policy, catastrophic illness shall be defined as ten (10) consecutive working days of excused sick leave absence.
- E) Payment hereunder shall be made in the second pay of March each year.

For the OPBA
(Communications and Corrections Unit)

[Signature] 9/23/11
Chief Negotiator Date

Michelle Eary 9-23-11

Richard Proski 9-26-11

For the City of Mentor

[Signature]
City Manager Date

Chief Dan Blewelly 9/26/11
Police Chief Date

Thomas Bralaczyk
WLM, Inc