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AGREEMENT BETWEEN

THE CITY OF MAYFIELD HEIGHTS, OHIO

AND

THE FRATERNAL ORDER OF POLICE

LODGE 57

SERGEANTS AND LIEUTENANTS

Effective: January 1, 2012 through December 31, 2014

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ARTICLE 1 AGREEMENT

1.01 This Agreement is entered into between the City of Mayfield Heights, Ohio, hereinafter referred to as the "City" and the Fraternal Order of Police, Lodge 57 hereinafter referred to as the "F.O.P."

ARTICLE 2 PURPOSE

2.01 The purposes of this Agreement are to provide a fair and reasonable method through which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide for the effective and efficient operation of the City government, to promote harmonious relationships, and to establish an orderly procedure for the resolution of differences between the City and the members of the bargaining unit.

ARTICLE 3 UNION RECOGNITION

3.01 The Employer recognizes the F.O.P. Lodge 57, as the sole, exclusive representative for those employees in the bargaining unit listed in Section 3.02.

3.02 Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those full-time employees employed by the Employer, in a classification listed as appropriate to a bargaining unit as certified by the Ohio State Employment Relations Board, on which certification orders were filed and served upon each party hereto on 4-25-85.

3.03 The term bargaining unit shall be defined as follows:

> Full-time Sergeants and above, excluding Chief, the Executive Lieutenant who stands in place of the Chief and all Patrolmen - SERB Case #99-REP-09-0214.

3.04 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

3.05 In the event of a change of duties of a position, or if a new position is created within the Department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit or shall so advise the F.O.P., in writing, within thirty (30) calendar days after the position is established. If the F.O.P. disputes the Employer's determination of bargaining unit status it shall notify the Employer, the parties shall meet and attempt to resolve their disagreement within seven (7) calendar days from the F.O.P.'s notification to the Employer. If the parties agree on inclusion they shall implement the agreement. If the parties do not agree, the parties shall jointly submit a request for determination to the State Employment Relations Board, pursuant to Chapter 4117 of the Ohio Revised Code and SERB Rules and Regulations.

ARTICLE 4 NON-DISCRIMINATION

4.01 Neither the Employer nor the F.O.P. shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, handicap, or national origin. The F.O.P. shall share equally with the Employer the responsibility for applying this provision of the Agreement.

4.02 Where there is an alleged violation of the provisions of this Article that qualifies as a claim under the rules of the Equal Employment Opportunity Commission of the Ohio Civil Rights Commission, such matter may be brought through the grievance procedure contained in this Agreement.

4.03 All references to employees in this Agreement designate both sexes; and wherever the male gender is used, it shall be construed to include male and female employees.

4.04 The Employer and F.O.P. agree not to discriminate against any bargaining unit employee on the basis of membership, non-membership, or position in the F.O.P.

ARTICLE 5 NO STRIKE/NO LOCKOUT

5.01 The F.O.P. shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strike, picketing, or interference of any kind with any operations of the Employer. Furthermore, while on the Employer's premises, all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

5.02 The F.O.P. and the Employer shall, at all times, cooperate in continuing operations in a normal manner and shall actively discourage any endeavor to prevent or terminate any violation of Section 5.01. In the event any violation of Section 5.01 occurs, the F.O.P. shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interference of any operations of the Employer is prohibited and is not in any way sanctioned, condoned, or approved by the F.O.P. Furthermore, the F.O.P. shall immediately advise all employees to return to work or to end such interference at once.

5.03 In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 5.01 of this Article are subject to discipline by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall be subject to the corrective action provision contained herein, including the necessity of just cause.

5.04 The Employer shall not lock out employees for the duration of this Agreement.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 It is agreed that the Employer reserves all the customary rights, privileges, or authority of management, except as modified by the terms of this Agreement including, but not limited to, the following:

A. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;

B. direct, supervise, evaluate, or hire employees;

C. maintain and improve the efficiency and effectiveness of governmental operations;

D. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

E. suspend, discipline, demote, or discharge for just cause; or lay off, transfer, assign, schedule, promote, or retain employees;

F. determine the adequacy of the workforce;

G. determine the overall mission of the Employer as a unit of government;

H. effectively manage the workforce; and

I. take action to carry out the mission of the public employer as a governmental unit.

6.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce, which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 7 WORK RULES

7.01 The F.O.P. recognizes that the Employer has the right to promulgate work rules, regulations, policies, and procedures.

7.02 The Employer will attempt to give at least seventy-two (72) hours advance written notice of the implementation of any new or revised work rule, regulation, policy, or procedure which affects members of the bargaining unit. The Employer shall post a copy of the new or revised work rule, etc., and will forward a copy to the Chairman of the Mayfield Heights FOP bargaining unit.

ARTICLE 8 CORRECTIVE ACTION

8.01 No member shall be suspended, removed, or reduced in pay or position or disciplined in any manner except for just cause.

8.02 Discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

8.03 Whenever a third person (non police department employee) accuses a member of activity that could be considered a violation of the policies and rules of the Mayfield Heights Police Department, and the Department begins an investigation of the accusations, the member shall be notified that he or she is the object of the investigation and has a right to representation at any investigatory interviews at which the member is required to appear.

8.04 Whenever the Employer and/or his designee determine that there may be cause for a Union member to be disciplined (i.e., reprimanded, suspended, reduced, or discharged), a pre-disciplinary conference will be scheduled to give the Union member the opportunity to offer an explanation for the alleged conduct. The pre-disciplinary conference procedure shall be as follows:

A. The member shall be provided with a written notice of the charges and the date, time, and location of the hearing. Such notice shall be given to the member at least seventy-two (72) hours prior to the time of the hearing and shall inform the employee of the type of discipline (i.e., reprimand, suspension, reduction, or discharge) which may be rendered.

B. The hearing shall be conducted by the Chief of Police.

C. The affected member(s) may have a representative from the Association present at any such pre-disciplinary conference, the cost of which shall be borne by the member.

D. Pre-disciplinary conferences shall be held during the member's scheduled duty time, whenever possible. Said member shall remain in paid status for the duration of the conference.

E. Within ten (10) calendar days after the hearing, the Chief of Police shall provide the employee with a written statement affirming, reducing or dismissing the charges based on the relative strength of the evidence presented at the hearing. The Chief of Police will also decide the appropriate discipline and inform the member in writing.

8.05 Prior to the scheduled time of the pre-disciplinary conference, the member may waive his/her right to such a conference by signing the "Waiver of Pre-Disciplinary Conference" form (Appendix B).

8.06 If the Union member believes that an error has been made, either in the decision of the Chief of Police, or in the discipline imposed, the member may appeal pursuant to the following guidelines:

Step 1: Mayor

If the employee is dissatisfied with the result of the pre-disciplinary conference, or has waived such conference, and has received an order of suspension, dismissal or reduction in rank, he may appeal such order to the mayor within ten (10) calendar days after receipt of the pre-disciplinary hearing decision. The appeal to the Mayor shall be in writing, shall include a copy of the predisciplinary conference determination, and shall specify the reason why the charged party believes the predisciplinary hearing decision is in error. The Mayor shall have ten (10) days in which to schedule a hearing with the charged employee and the appropriate representative. The Mayor shall investigate and respond to the grievant and the appropriate F.O.P. representative within ten (10) days following the meeting. The charged party will have the opportunity to be represented and to present any evidence or testimony. The Mayor will have the authority to amend, modify, or dismiss the charges and/or disciplinary action.

Step 2: Arbitration

If the charged party is dissatisfied with the Step 1 determination, the member or the representative may make a written request that the matter be submitted to arbitration. The written request must be accompanied by proof from the F.O.P. representative that the Union has reviewed the Step 1 decision and that the appeal to Step 2 is being taken in good faith. A request for arbitration must be submitted to the office of the Mayor within ten (10) calendar days following the date of receipt of the Mayor's ruling. In the event the appeal is not referred to arbitration within the limits prescribed, it shall be considered resolved, based upon the Mayor's determination. The arbitration procedures are as follows:

A. There is hereby established a permanent panel of arbitrators which has been mutually selected by the parties. The permanent panel consists of the following arbitrators:

   A. Rob Stein
   B. James Mancini
   C. Gregory VanPelt

B. The list will rotate beginning with Mr. Stein, followed by Mr. Mancini and then Mr. VanPelt. Within ten (10) days after submission of a request for arbitration, the appropriate arbitrator will be contacted by the appealing party. The appealing party will obtain a list of available dates and contact the responding party. The parties will consult within ten (10) days thereafter and select a date for the arbitration. If for any reason the arbitrator is unable to hear the matter at issue within a mutually agreeable amount of time, the next arbitrator on the rotating list will be contacted. If any of the arbitrators on the foregoing list choose not to serve or become unable to serve, the parties will mutually select a replacement. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association.

C. The arbitrator shall hold the arbitration promptly and issue his decision within thirty (30) days thereafter. The arbitrator shall limit the decision strictly to the charges in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement or any other duly-enacted ordinance, rule, regulation, or lawful order of the Chief of the Police Department, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator is expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted or to assert observations or declarations of opinion which are not directly essential in reaching a decision on the disciplinary action in question. In cases of discharge or suspension, the arbitrator shall have the authority to recommend modification of the discipline imposed.

D. The question of arbitrability of a disciplinary matter may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the disciplinary matter is within the purview of arbitrability, the alleged matter will be heard on its merits before the same arbitrator.

E. The decision of the arbitrator shall be final and binding upon the employee and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the employee. All costs directly related to the services of the arbitrator shall be equally divided. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties request a court reporter's recording or request a copy of any transcript.

8.07 For the purpose of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays as defined herein.

8.08 In the event a step in the disciplinary procedure is vacant, appeals presented to the vacant step will proceed to the next step, without any loss of time.

8.09 The parties agree that all disciplinary procedures shall be carried out in private and in a business-like manner.

8.10 Records of disciplinary action shall cease to have focus and effect or be considered in future discipline matters under the following time frames:

Written reprimands	12 months
Suspensions of less than three (3) days	24 months
Suspensions of three (3) days or more	36 months

Provided, however, that written reprimands shall be removed from consideration after the conclusion of the twelve (12) month period only if there are no other records of disciplinary action

of any kind within that time period. Records of disciplinary action involving suspensions shall be removed at the conclusion of the appropriate time period provided that no other suspension has occurred within that time period. A record of suspension shall not remain for future consideration past its limitations period because of the inclusion of a subsequent written reprimand.

8.11 It is the goal and policy of both the Employer and the Association to recognize and respect the constitutional rights of all persons. In that regard, any disciplinary action taken as a result of, or arising from, an alleged violation of the rights of any person guaranteed by the Constitution or laws of the United States shall be permanently subject to consideration in future disciplinary actions involving violations of any person's rights guaranteed by the Constitution or laws of the United States. However, if the employee is subsequently exonerated by a court of law in a criminal or civil action regarding an alleged violation of a person's constitutional rights, such record of disciplinary action shall be removed from future consideration forthwith and the file thereafter will indicate that the union member has been exonerated.

ARTICLE 9 PERSONNEL FILES

9.01 It is recognized by the parties that the Employer is required to establish regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer or his/her employees. All employees shall have access to their own individual personnel file for the purpose of reviewing any documents contained in their personnel file. In addition, a department member may inspect the file to respond to a pending grievance or official matter.

9.02 Employees shall have access to their individual personnel files for review in the following manner:

A. Requests for review must be made in writing to the Employer or his designated representative.

B. All reviews shall be conducted during normal business hours.

9.03 Employee personnel files shall include, but may not be limited to, individual employment data, payroll information, work time schedules, records of additions or reductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff, and termination.

9.04 Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected with the City of Mayfield Heights Police Department, except with the written consent of the employee affected.

9.05 If, during the course of the review of a Union member's files, material is found which is considered negative or derogatory nature, the Union member may place in the file a written and signed comment in rebuttal, mitigation, or explanation of said material. Such rebuttal will be in the file as long as the negative material remains.

9.06 Nothing herein shall prevent the dissemination of impersonal statistical information.

9.07 A Union member shall not have access to any other employee's personnel file.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the Employer and the F.O.P. The procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances.

10.02 The term "grievance" shall mean an allegation by a Union member that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or any matters not covered by this Agreement.

10.03 All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing.

10.04 Any employee may withdraw a grievance at any point by submitting a written statement or by permitting the time requirements at each step to lapse without further appeal. Any grievance, which is not processed by the employee within the time limits provided shall be considered resolved based upon the Employer's last answer.

10.05 Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended by mutual consent of the parties.

10.06 All grievances should be filed using the grievance form as presented at Appendix A and provide the following information:

A. grieved employee's name and signature;
B. grieved employee's position;
C. date grievance was filed in writing;
D. date and time grievance occurred;
E. location where grievance occurred;
F. description of incident giving rise to the grievance;
G. specific articles and sections of the Agreement which are implicated; and
H. desired remedy to resolve the grievance.

10.07 It is the mutual desire of the Employer and the F.O.P. to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort shall be made by the Employer and the F.O.P. to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step One: Police Chief

A Union member having a grievance will reduce it to writing and present the written

grievance to the Chief of the Police Department within ten (10) days of the incident giving rise to the grievance, or within ten (10) days after the member first learned of the incident (not to exceed thirty (30) days from the date of the action or event). The Chief or appropriate designee, shall discuss the grievance with the Union member and respond to the grievance within ten (10) days.

Step 2: Mayor

If the grievance is not satisfactorily settled in Step 1, the grievance shall be submitted to the F.O.P. The F.O.P. will then review the merits of the grievance and decide whether or not to recommend further appeal. Should the F.O.P. decide to process the grievance further, the F.O.P. may file an appeal with the Mayor within twenty (20) days after issuance of the Step One decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 1 decision is in error. The Mayor shall have ten (10) days in which to schedule a meeting with the grieved employee and the appropriate F.O.P. representative. The Mayor shall investigate and respond to the grievant and appropriate F.O.P. representative within ten (10) days following the meeting.

Step 3: Arbitration

If the grievance is not satisfactorily settled at Step 2, the F.O.P. may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted to the Mayor within ten (10) days following the date the grievance was answered in Step 2. In the event the grievance is not referred to arbitration within the limits prescribed, the grievance shall be considered resolved, based upon the Step 2 reply. The arbitration of grievances will proceed under the following guidelines:

A. There is hereby established a permanent panel of arbitrators which has been mutually selected by the parties. The permanent panel consists of the following arbitrators:

    1. Rob Stein
    2. James Mancini
    3. Gregory VanPelt

B. The list will rotate beginning with Mr. Stein, followed by Mr. Mancini and then Mr. VanPelt. Within ten (10) days after submission of a request for arbitration, the appropriate arbitrator will be contacted by the appealing party. The appealing party will obtain a list of available dates and contact the responding party. The parties will meet within ten (10) days thereafter and select a date for the arbitration. If for any reason the arbitrator is unable to hear the matter at issue within a mutually agreeable amount of time, the next arbitrator on the rotating list will be contacted. If any arbitrator on the foregoing list chooses not to serve or becomes unable to serve, the parties will mutually select a replacement. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association.

C. The arbitrator shall issue a decision within thirty (30) days after the hearing is closed. The arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at a determination on any issue presented that is properly within the limitations expressed herein. The arbitrator is expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision.

D. The arbitrator shall not recommend any right or relief on any grievance occurring at any time other than the contract period in which such right originated nor make any award based on rights arising under any previous Agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

E. The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

F. The decision of the arbitrator shall be final and binding upon the F.O.P., the member, and the Employer. All costs directly related to the services of the arbitrator shall be split equally by the F.O.P. and the Employer. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties order a court reporter's recording or request a copy of any transcript.

10.08 A grievance may be brought by any member covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several members in the same manner, one (1) member shall be elected by the group to process the grievance. Each employee who desires to be included in such grievance must sign the grievance.

A grievance can be taken directly to arbitration with the express agreement of the Employer and the F.O.P.

10.10 For the purpose of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays as defined herein.

10.11 In the event an office (Chief of Police or Mayor) authorized to hear a grievance is vacant, grievances will proceed to the next step, without any loss of time, to be answered by the next authorized person in the grievance procedure.

ARTICLE 11 LABOR/MANAGEMENT COMMITTEE

11.01 In the interest of sound labor/management relations, and upon the written request from the Employer or the Union Chairman, once each calendar quarter and on a mutually agreeable day and time, the Mayor, Police Chief, and/or Finance Director and Executive Officer, shall meet with not more than four (4) representatives of the Union to discuss issues of mutual Labor/Management interest.

11.02 The party requesting such a meeting shall furnish the agenda to the other party at least five (5) calendar days in advance of the scheduled meeting. The agenda, if provided by the F.O.P., shall include the names of the bargaining unit representatives who will be attending. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement;

B. Notify the F.O.P. of changes made by the Police Chief which affect the bargaining unit;

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;

D. Disseminate general information of interest to the parties;

E. Discuss ways to increase productivity and improvement of efficiency; and

F. To consider and discuss health and safety matters relating to employees.

11.03 It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

ARTICLE 12 LAYOFF AND RECALL

12.01 When the Employer determines a layoff is necessary, the Employer shall notify the affected members, in writing, at least five (5) calendar days in advance of the effective date of layoff. The Employer, upon written request from the F.O.P., agrees to discuss with the representatives of the F.O.P., the impact of the layoff on the bargaining unit employees.

12.02 When the Employer determines layoffs will occur, members will be laid off in order of seniority, with the least senior laid off first, providing that all student, temporary, part-time, seasonal, probational and provisional members in the Police Department are laid off first.

12.03 Members who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, members shall be recalled, in the inverse order of their layoff, and returned to their prior classification, provided they are qualified to perform the work in the classification to which they are recalled.

12.04 Notice of recall shall be sent to the members by registered mail, with a copy to the F.O.P. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice, by registered mail, to the last mailing address provided by the employee.

12.05 The recalled member shall have seven (7) calendar days, following the date of receipt of the recall notice, to notify the Employer of the member's intention to return to work. The member shall have fourteen (14) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date is otherwise specified in the notice or agreed to by the member and the Chief of Police.

ARTICLE 13 F.O.P. BUSINESS

13.01 The Employer agrees to admit non-employee F.O.P. staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given to the Chief of Police. Upon arrival, the F.O.P. staff representative(s) shall identify himself to the Chief of Police.

13.02 The F.O.P. shall provide to the Employer an official roster of the Mayfield Heights collective bargaining representatives, which is to be kept current at all times and shall include the following:

A. name;
B. address;
C. home telephone number;
D. immediate supervisor; and
E. F.O.P. office held.

No member shall be recognized by the Employer as a F.O.P. representative until the F.O.P. has presented the Employer with written notification of that person's selection.

13.03 The investigation and writing of grievances should be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee and one (1) representative shall not suffer any loss of pay while attending the hearing.

ARTICLE 14 UNION LEAVE

14.01 The President of the Union or his designee may be granted time off with pay from his regularly-scheduled duty time only for the purpose of participating at the regular conferences,

seminars, and special meetings sponsored by the union or the Fraternal Order of Police or their affiliates and any other conferences, seminars, or special meetings related to Union activities.

14.02 The President of the Union or his designee should request, in writing, and receive approval for such time off from the Chief of Police fourteen (14) calendar days prior to any such conference. The Chief will approve the requested time off unless the request bears no relationship to legitimate Union activity.

14.03 The total Union leave shall not exceed forty (40) hours per calendar year as an aggregate.

ARTICLE 15 BULLETIN BOARD SPACE

15.01 The Employer agrees to provide exclusive bulletin board space in the Police Department for use by the F.O.P.

15.02 All F.O.P. notices of any kind posted on the bulletin board shall bear the written approval of an officer or official designee of the F.O.P.

15.03 The F.O.P. agrees that it will not post nor allow to appear any notices or other writings which contain anything dealing with partisan politics, controversial matters, or criticism of the City, its officials or any employee.

15.04 Upon the request of the Employer's designee, the F.O.P. shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 16 SENIORITY

16.01 Seniority shall be computed on the basis of uninterrupted length of continuous full-time service with the City of Mayfield Heights except that choices for vacation, holidays, other benefits provided in this contract, and internal choices traditionally made in the police department shall be made in order of seniority as computed on the basis of uninterrupted service as a police officer in the Mayfield Heights Police Department.

16.02 An approved leave of absence or suspension of more than thirty (30) days does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

16.03 Seniority shall prevail in all matters requiring the Employer to consider or evaluate two (2) or more employees within a particular classification for preference to any job benefit, such as, but not limited to selection of job vacancies, vacation, and holiday leave as described in this agreement, should all other determinative factors in the evaluation process be considered equal.

16.04 Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

16.05 Members will pick their days off, vacation, and holidays according to time in rank within the shift or bureau to which they are assigned with highest rank choosing first. For this Section only, the term "within the shift" means the shift to which the member is assigned and the shift working the same hours on opposite days during the same scheduled period. (red and blue, or white and gold).

ARTICLE 17 DUES DEDUCTION

17.01 Upon the effective date of this Agreement, or within thirty (30) days thereafter, all employees in the bargaining unit shall either become dues-paying members of F.O.P. Lodge 57, or, as a condition of continued employment, remit to F.O.P. Lodge 57 a fair share fee, to be determined by the Lodge in accord with the provisions of Ohio Revised Code Section 4117.09 (C).

17.02 Any newly-hired employee in the bargaining unit shall, within sixty (60) days of employment, either elect to become a member of the F.O.P. or remit the fair share fee.

17.03 As provided in Ohio Revised Code Section 4117.09 (C), nothing in this Article shall be deemed to require any employee to become a member of F.O.P.

17.04 The City agrees to deduct F.O.P. dues from any F.O.P. member of the bargaining unit who provides written authorization for a payroll dues deduction. Fair share fees shall be deducted pursuant to Ohio Revised Code Section 4117.09 (C), and the F.O.P. shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other liability that may arise by reason of any action of the City in complying with the provisions of this Article.

17.05 Deductions for dues and fair share fees will be made and paid monthly to the F.O.P. Lodge 57.

17.06 Any individual employee who objects to joining or financially supporting the F.O.P., based on a bona fide religious tenet or teachings of a church or religious body of which such employee is a member, and has historically held such objection, and is tax exempt, will be required to inform the City and the F.O.P. of his objection. The employee will meet with representatives of the F.O.P. and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to dues, initiation fees, and assessments to a non-religious charity. The employee shall furnish written proof to the City and to the F.O.P. that this has been done.

ARTICLE 18 HOURS OF WORK

18.01 Members of the bargaining unit shall work twelve (12) days at twelve (12) hours and two (2) days at eight (8) hours, for a total of one hundred sixty (160) hours in a twenty-eight (28) day cycle.

18.02 The work schedule will begin on Wednesday at 0600 and will terminate twenty-eight (28) days later on Wednesday at 0600 hours.

18.03 Members may exchange shifts with the approval of the Police Chief within the twenty-eight (28) day work period.

18.04 Members assigned to any other division or bureau within the department shall work a forty (40) hour week as determined by the Police Chief.

ARTICLE 19 OVERTIME

19.01 Any hours worked within the twenty-eight (28) day work period not exceeding one hundred sixty (160) hours shall be paid at the regular hourly rate based on a forty (40) hour work week.

19.02 All hours worked in excess of one hundred sixty (160) hours within the twenty-eight (28) day work period shall be paid at one and one-half times (1 ½) the regular hourly rate based on a forty (40) hour work week.

19.03 Time paid but not worked will not count as actual time worked for overtime purposes with the exception of holidays, personal days, compensatory days, merit days and vacation days.

ARTICLE 20 COMPENSATORY TIME

20.01 Union members may, in lieu of cash payment for overtime, choose to take additional time off as compensation. All time off taken in lieu of compensation for overtime will be done only with the approval of the Chief of Police or his designee.

20.02 If a Union member chooses to be compensated for overtime by taking additional time off, the employee must notify the Finance Department in writing of the member's decision to waive payment and to begin banking the hours worked. The Finance Department will at that time begin to record the employee's overtime hours. An employee may accumulate a maximum of eighty (80) hours of overtime or the equivalent of 120 hours' straight time in the compensatory time bank. All overtime worked beyond the above maximum will be paid in cash. All accumulated compensatory time not taken by December 31 of any year will be paid in cash. Whenever an employee takes time off in lieu of compensation, the Chief of Police will notify the Finance Department who will make the appropriate reduction. The employee may rescind the notice to bank overtime at any time prior to December 31, following the date the above notice is served on the Finance Department, but may do so only once. If the employee rescinds the notice, he or she will be paid cash for overtime worked until December 31 of that year.

ARTICLE 21 WAGES

21.01 Effective January 1st of each contract year, employees covered by this Agreement shall be entitled to wages based on the amount earned by a patrol officer with the rank of a corporal, plus a rank differential of twelve (12%) percent for the first two (2) years after being promoted, and thirteen percent (13%) for each year thereafter. The wage will be as follows:

Rank	1-1-12	1-1-13	1-1-14
Sergeant (0-2 years)	85,080	87,180	89,330
Sergeant (3+ years)	85,839	87,958	90,128
Lieutenant (0-2 years)	96,140	98,513	100,943
Lieutenant (3+ years)	96,998	99,393	101,845

21.02 Members assigned to the Traffic Bureau shall be paid three hundred ($300.00) dollars each year they are assigned to the Traffic Bureau.

ARTICLE 22 DETECTIVE PREMIUM

22.01 Any member appointed to the Detective Bureau will serve a one (1) year probationary period during which the member will be paid a detective premium of fifty dollars ($50.00) per month. Upon completion of the probationary period, the detective premium will increase to one hundred twenty-five dollars ($125.00) per month.

22.02 Temporary assignments to the Detective Bureau, lasting less than thirty-one (31) days, are not entitled to Detective premium pay.

ARTICLE 23 LONGEVITY

23.01 Effective January 1, 2006, all full-time members shall receive longevity pay as a result of continuous full-time employment with the City of Mayfield Heights, from the member's date of hire. The longevity schedule is as follows:

1. After the completion of five (5) years of service, $45.00/month; ($540.00 yearly)
2. After the completion of ten (10) years of service, $55.00/month; ($660.00 yearly)
3. After the completion of fifteen (15) years of service, $75.00/month; ($900.00 yearly)
4. After the completion of twenty (20) years of service, $90.00/month; ($1,080.00 yearly)
5. After the completion of twenty-five (25) years of service, $100.00/month; ($1,200.00 yearly)

23.02 Longevity premium shall be payable together with, and in addition to, the regular salary payments.

23.03 All members meeting the requirements of Section 23.01 above shall be entitled to receive the additional amount on a per hour basis beginning the next pay period following the employee's anniversary date.

ARTICLE 24 **SICK LEAVE**

24.01 All regular, full-time members shall be entitled to sick leave of 4.615 hours for each eighty (80) hours of service. Employees may use sick leave upon approval of the responsible administrative officer, for absence due to illness, injury, exposure to contagious diseases which could be communicated to other members, and for illness in the members immediate family, defined as spouse, children and parents residing with the member. Sick leave of more than five (5) separate occurrences in any calendar year is cause for review. The Mayor, or other responsible administrative officer, may require the member to furnish satisfactory affidavit that the absence was caused by illness due to any of the causes mentioned in this section.

24.02 Upon retirement, death, resignation or disability, each full-time bargaining union member shall be entitled to receive payment of one-half (1/2) of first 1,000 hours and one-third (1/3) of all accumulated unused sick leave over 1,000 hours, provided that the member has been employed by Mayfield Heights on a full-time basis for a minimum of ten (10) years. Payment will be made at the current rate of pay.

24.03 Each regular, full-time member shall receive, at the end of each calendar year a total payment not to exceed forty (40) hours at the regular hourly rate of pay, provided that no sick leave has been used during that calendar year. For each hour used, the forty (40) hours will be reduced accordingly. In addition, the amount of the unused sick leave, not exceeding forty (40) hours for which the foregoing payment is made shall not be reduced from the member's unused, accumulated sick leave as set forth in Section 24.01.

24.04 In January of each year, any full-time employee covered under the provisions of this Agreement who has at least one thousand (1000) hours of accumulated-unused sick leave may convert any time over one thousand (1000) hours into cash. The rate of conversion shall be one (1) hour pay for every three (3) hours of accumulated-unused time, up to a maximum of three hundred (300) hours pay per year. Once the cash paid by the City under this Article in any year, commencing January 1st of each year, reaches a total of twenty-five hundred (2,500) hours city-wide, excluding conversion at retirement, the maximum payout will be decreased from three hundred (300) hours paid per individual to one hundred (100) hours for the remainder of the year.

24.05 For purposes of this Article only, a calendar year shall be defined as December 1 through November 30.

24.06 Members shall receive their conversion payment no later than thirty (30) days following the calendar year.

24.07 Sick leave may be taken in increments of one (1) hour or more for health reasons with the prior approval of the Chief or designee.

24.08 A member absent for more than five (5) consecutive days must provide a physician's report upon return to work in order to be eligible for sick leave payment, unless waived by the Police Chief.

24.09 The Police Chief may require an employee who has been absent due to personal injury or illness, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return will not jeopardize the health and safety of other employees. The employee shall be paid in status for the duration of the exam.

ARTICLE 25 VACATIONS

25.01 Members covered by this Agreement shall be granted vacation with pay, after one (1) year of continuous full-time service with the City of Mayfield Heights. The vacation schedule shall be as follows:

After one (1) year	Eighty (80) hours vacation
After six (6) years	One hundred twenty (120) hours vacation
After thirteen (13) years	One hundred sixty (160) hours vacation
After nineteen (19) years	Two hundred (200) hours vacation

25.02 Vacation time will be computed from date of hire as a full-time police officer with the City of Mayfield Heights. Members hired before January 1, 2006, who have prior service as a full-time commissioned law enforcement officer, and is certified with the State of Ohio, shall have their prior service time computed towards their vacation accrual. Members hired after January 1, 2006, shall have prior work as a commissioned police officer counted in vacation accrual only if permitted by the Mayor at the time of hire.

25.03 All vacation time must be taken within the calendar year or it will be forfeited. Members may make a written request to carry over unused vacation to the Mayor or his designee for consideration. The Mayor shall have final approval to grant a carry-over of vacation leave. The maximum amount of vacation that can be carried over into any subsequent year shall be two (2) weeks. Employees with more than two (2) weeks of vacation carryover can maintain the current amount with no additional carryover, until the balance falls below the two (2) weeks.

25.04 Upon death, resignation, dismissal or retirement the member or the member's estate shall be paid for all accrued vacation leave, at the then current rate of pay.

25.05 Each member is required to take at least two (2) weeks vacation. Members who are entitled to three (3) weeks may waive one (1) week (40 hours) of vacation and convert it to cash and work as scheduled. Members entitled to four (4) weeks or more of vacation may convert two (2) weeks (80 hours) to cash and work as scheduled. Payment will be made in December of the year in which the vacation would have been used. Beginning January 1, 2013, the maximum amount of vacation that can be converted to cash will be sixty (60) hours.

ARTICLE 26 HOLIDAYS

26.01 All full-time members covered by this Agreement shall receive eight (8) hours off with pay (64 total hours) for the following holidays:

New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

26.02 All full-time members covered by this Agreement shall receive thirty-two (32) hours off with pay as personal time to be taken in eight (8) or twelve (12) hour increments. Requests for personal time must be submitted to the Chief of Police or his designee seven (7) days prior to the requested day, this time requirement may be waived by the Chief of Police or designee. Requests for personal days will not be unreasonably denied. All holidays that are not used or scheduled, according to Section 26.06, by seven days before the end of the fiscal year will be paid in cash. Any personal days or holidays not used by the foregoing deadline will be paid in cash.

26.03 If a member is assigned to work on any of the holidays listed in Section 26.01, that member may take another day off, except as qualified by Section 26.02. A member shall have the option to be compensated in cash for the permitted day off and work as scheduled. In order to be eligible for cash compensation, a notice must be submitted to the Chief of Police or his designee no less than five (5) days prior to the holiday.

26.04 Newly hired union members will be paid for the holidays listed in Section 27.01 as they occur and may take personal days on a pro-rata basis at one (1) for every ten (10) weeks of employment.

26.05 Members who actually perform service on Christmas Day, Thanksgiving Day or Labor Day will be paid at the rate of time and one-half (1 ½).

26.06 Holiday time and personal time may be taken with the approval of the Chief of Police or his designee so that adequate staffing levels will be maintained.

ARTICLE 27 COURT TIME

27.01 Members required to actually appear at Lyndhurst Municipal Court, when not on duty, shall receive a minimum of three (3) hours' pay or all time spent in court as required by the prosecutor whichever is greater.

27.02 Members actually appearing at other Courts or before a Grand Jury, when not on duty, shall receive a minimum of four (4) hours pay or all time spent as required by the pertinent prosecutor whichever is greater.

27.03 Members who receive subpoena's to appear in court when not on duty and in lieu of actual appearance are ordered by a prosecutor, or other court official with authority, to standby will receive three hours pay for standing by until 12:00 noon. Members ordered to standby without appearance

through the afternoon will be paid an additional three hours. Any member ordered to standby without an actual appearance will immediately notify the Chief or his designee of standby status and be subject to further orders.

ARTICLE 28 CLOTHING ALLOWANCE

28.01 Each member in the bargaining unit shall be entitled to a clothing allowance of one thousand fifty ($1,050.00) dollars for each year of the contract. The clothing allowance will be paid one-half (1/2) in June and one-half (1/2) in December of each year.

ARTICLE 29 BEREAVEMENT LEAVE

29.01 All members of the bargaining unit are entitled to receive up to three (3) days paid leave upon the death of a person in the member's immediate family. Paid leave under this section must be taken in consecutive days within one (1) week of the death of the employee's relation, or at another time with the approval of the Mayor. Paid leave is unavailable on regularly scheduled days off, vacation or holidays. All paid funeral leave must be consecutive working days. The employer will accommodate the religious beliefs and practices of the individual member for purposes of this section and make necessary adjustments.

29.02 Immediate family is defined as the employees':

A. Spouse;
B. Child;
C. Parent;
D. Brother or Sister;
E. Grandparents;
F. Daughter- or Son-In-Law; or
G. Mother- or Father-In-Law.
H. Step-Parent

29.03 Upon the death of a sister-in-law or brother-in-law, step-brother or step-sister, two (2) days paid funeral leave shall be granted to attend services, in accordance with the procedure described in Section 29.01.

29.04 In addition to the foregoing, any member who is required to travel over five hundred (500) miles round trip to attend a funeral service as outlined in this section is entitled to receive one (1) day's paid leave for travel purposes so long as the days are consecutive to the funeral service and the member is required to miss a regularly scheduled work day.

ARTICLE 30 JURY DUTY

30.01 Any member of the Police Department serving on Jury Duty, other than voluntary jury duty, shall continue to receive the regular rate of pay during Jury Duty. The member may keep any compensation paid by the court.

ARTICLE 31 LEAVE OF ABSENCE

31.01 Military leave shall be allowed in accordance with State and Federal law.

31.02 Temporary leaves of absence with or without pay, for training purposes or for other objectives may be granted for such period as deemed appropriate. Approval or leaves shall be at discretion of the Mayor/Safety Director.

ARTICLE 32 HOSPITALIZATION

32.01 Effective January 1, 2012, the City will provide health insurance (PPO) for all full-time members from CIGNA for both medical and prescription coverage with five ($5.00) dollar brand-named and one ($1.00) dollar generic prescription co-pays (both with 30 day supply from retail pharmacy or 90 day supply by mail order), Guardian Dental Program Plus Orthodontic Services, and Meritas Group Vision Perfect Plan, or policies from other health insurance providers containing equivalent benefits. The City will also continue to offer a Health Savings Account (HSA) with the same coverage and same fully funded deductible to the Health Savings Account as the plan in place for 2012, unless agreed otherwise.

32.02 New members shall be covered at the next monthly enrollment date.

32.03 The employee's monthly contribution to premium for a family plan will be six and five-tenths (6.5%) percent of the cost of the employee's health insurance. The contribution for employees with single plans will be fifty-five (55%) percent of the contribution for a family plan.

32.04 Commencing June 1, 2012, the employees' contribution to the cost of health insurance will be nine (9%) percent of the City's costs. Commencing January 1, 2014, the employees' contribution to health insurance will be ten (10%) percent of the City's costs.

32.05 It is also agreed that the City may make inquiries of other health insurance carriers, including dental and vision, regarding medical insurance benefits and that the Union will cooperate and negotiate for the purpose of obtaining the same or similar benefits at the lowest possible costs. This Article may be reopened by the mutual agreement of the City and the Union to explore cost containment issues.

ARTICLE 33 SPECIAL ON-THE-JOB INJURY LEAVE

33.01 When a Union member is physically unfit for duty as a result of injury or illness incurred in the course of, and as a direct result of, lawful bona fide police work, as determined solely by the Chief of Police, the member may be granted a special leave of absence with pay. In order to be eligible for special on-the-job injury leave as provided in this Article, the member must present evidence of the extent of the injury by providing a statement signed by the member's treating physician within fourteen (14) days after the injury.

A member will be deemed to have incurred an injury in the course of bona fide police work if it occurs while the member is responding to a call to duty or performing service which involves

the actual commission of a crime, enforcement of the law, apprehension of a suspect or the preservation of life or property. On-the-job injury leave is not available for injuries which occur in the performance of non-emergency duties such as clerical work, routine patrol, lunch periods or break, or while in the employ of another person or entity.

33.02 In order to receive payment under this Article, the employee must report the injury within twenty-four (24) hours of the incident which caused the injury, and the leave must be taken within fourteen (14) days. The first three (3) days of on-the-job injury leave shall be charged as sick time. After the member has been off duty for fourteen (14) calendar days because of an injury covered under this Section, the initial three (3) days of sick time will be converted to on-the-job injury leave.

33.03 Special on-the-job injury leave shall terminate no later than ninety (90) consecutive calendar days after the date upon which the injury occurred, or at such earlier time as provided below:

A. When the member is released by his or her physician to return to work;

B. At such time that the member is declared capable of performing his or her normal duties by a physician appointed by the Employer;

C. If, prior to release for normal duties, it is determined by a physician that the employee is capable of performing limited work assignments, the member shall immediately report for duty under the conditions set forth in the physician's certificate;

D. Any limited assignments of duties shall be reviewed each thirty (30) calendar days to determine if the member is capable of resuming normal, unlimited duties;

E. Any member applying for an on-the-job injury leave for a period of eight (8) or more consecutive calendar days shall, at the Employer's request, file an injury claim with the Ohio Bureau of Worker's Compensation (OBWC). The member shall remit to the Employer all income benefits paid by OBWC for income lost during the period which the member received full pay from the Employer while on leave as provided in this Article. In the event the claim is denied by OBWC, the employee's time off shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for the leave. It is understood and agreed that the Employer's obligation under this Article is only the difference between the member's regular rate of pay and the amount of income benefits paid to the employee by OBWC. Paid on-the-job injury leave is not in addition to OBWC benefits.

33.04 Members who take sick leave because of, and in conjunction with, on-the-job injury leave, as required by Section 33.02, will not be considered to have used sick leave for purpose of the incentive provided in Article 27.

ARTICLE 34 PROFESSIONAL LIABILITY INSURANCE

34.01 The City will provide professional liability insurance coverage for all members in the bargaining unit. The expense for said coverage will be paid by the City.

34.02 Employees engaged in City-authorized and City-approved outside law enforcement employment or activities will be covered for those activities and employment. members must follow departmental policies and procedures for outside employment or activities to maintain this coverage.

ARTICLE 35 LIFE INSURANCE

35.01 The City will provide each member with term life insurance in the amount of thirty thousand ($30,000.00) dollars which will be effective from the date of hire through separation.

ARTICLE 36 CALL-IN PAY

36.01 Any member who is called to report for active duty during nonscheduled time will be paid a minimum of three (3) hours after reporting to the Police Department.

36.02 Any member who reports for mandatory training such as, but not limited to, training at the firing range or operating the B.A.C. verifier during non-scheduled time will be paid a minimum of two (2) hours overtime or for all time consumed, whichever is greater.

ARTICLE 37 RESIDENCY

37.01 All members are permitted to establish residency at any point within twenty-five (25) miles from the border of Mayfield Heights.

ARTICLE 38 EDUCATIONAL BENEFIT

38.01 Members shall be eligible for the reimbursement of tuition plus reasonable costs for books and fees resulting from the member taking courses from an accredited institution of higher learning provided that:

A. The courses are based on obtaining a degree approved by the Chief and directly related to bona fide police work;

B. The course(s) has been approved in advance by the Chief with the approval of the Mayor;

C. The employee obtains a grade of "C" or better;

D. The grade received and receipt for the tuition are submitted to the Finance Director; and

E. The amount of tuition to be paid by the City shall be limited to the amount then charged by Cleveland State University with a per-quarter or semester maximum of eight (8) credit hours.

ARTICLE 39 MERIT DAY

39.01 The Mayor, after a recommendation from the Chief, is authorized to award members with a "Merit Day."

39.02 The Chief of the Police Department or designee may recommend the award of a merit day to the Mayor when it is believed that a member of the bargaining unit has performed service on behalf of the City of Mayfield Heights that is exemplary or meritorious.

39.03 The final award of a merit day is totally discretionary with the Mayor and any decision regarding the approval of the Chief's recommendation is not subject to the grievance procedure and may not be appealed in any forum.

39.04 A merit day will consist of one (1) shift off duty with full pay and benefits to be assigned by the Chief of the Police Department, depending on availability of personnel, after the Mayor has authorized the award

39.05 A merit day is considered time worked for overtime purposes.

39.06 It is recognized by the parties that the award of a merit day is not a contractual right, but is a privilege, and that the recommendation of the Chief and award of the Mayor, and the basis upon which any merit day is ever awarded or denied, is totally and completely within the discretion of the Police Chief and the Mayor, and that the decision of either is final and unappealable.

ARTICLE 40 K-9 OFFICER

40.01 If the City chooses to assign a member to the position of K-9 Officer, that member will receive an FLSA wage adjustment for performance of those duties required outside regular work hours for the care and maintenance of the K-9 animal, including but not limited to, time spent feeding, cleaning, exercising, playing, grooming, transporting, providing health care and for related time incurred in the maintenance of the animal in the amount of two thousand six hundred fifty-two dollars ($2,652.00) increased annually by the percentage of increase in base wages for 2006 through 2008.

40.02 Any member who agrees to become the K-9 Officer, commits to assume the responsibilities as handler of the K-9 animal for the service life of the animal.

40.03 The K-9 Officer agrees to allow the K-9 animal to reside at the K-9 Officer's residence, allowing a kennel to be erected on the residential property, and agrees to devote a considerable amount of personal time to the animal's care.

40.04 The K-9 Officer may not participate in any other specialized unit in the Police Department without the express permission of the Chief of Police.

40.05 The K-9 Officer agrees to maintain the necessary certification of the K-9 unit as required by Section 109:2-7-05 of the Ohio Administrative Code and the City agrees to reimburse the K-9 Officer for all fees in connection with maintaining the certification.

40.06 Whenever possible, the care and training of the K-9 animal will occur during on-duty time. The K-9 Officer will be granted, where possible, sixteen (16) hours per month as training time. This training time may be inter-departmental or multi-agency. If said training time is performed outside of the K-9 Officer's normal duty hours, the K-9 Officer will be compensated at normal overtime rates. The K-9 Officer shall not perform or be compensated for any training time unless it has been approved by the Chief of Police or designee prior to its performance.

40.07 The K-9 Officer may retain possession of the K-9 animal after it is retired from service with the Mayfield Heights Police Department. After retirement of the K-9 animal, it is understood that the City has no further responsibility to the K-9 Officer for the animal for its care.

40.08 In addition to the above compensation, the K-9 Officer will also receive free authorized use of a police department vehicle to transport the K-9 animal to and from work. This vehicle will not be used for any reason other than departmental related activities, as determined by the Chief of Police or designee.

40.09 The City will provide all items necessary for the care of the K-9 animal, including but not limited to food, medical care, kennel facilities, etc., during the active duty life of the K-9 animal.

40.10 The City will provide the K-9 Officer with the agreed upon uniforms at the start of the program. After the initial K-9 uniform is provided, the officer will receive the clothing allowance provided in Article 28.

ARTICLE 41 SERVICE WEAPON

41.01 Upon retirement, each member of the Police Department who has carried a service weapon for over a twenty (20) year period may keep the weapon upon retirement as long as all applicable state and federal laws are complied with.

ARTICLE 42 FIREARMS PROFICIENCY

42.01 Every member who is required to carry a firearm will be paid two hundred dollars ($200.00) per year for successful completion of a firearms proficiency program devised by the Mayfield Heights Chief of Police, which will include qualification on all department weaponry, and attendance through the year at all required sessions at the appropriate shooting range with no more than one (1) excused absence. The qualifications developed by the Chief will exceed the requirements for certification adopted by the attorney general with regard to firearms proficiency as required by O.R.C. §§109.743 and 109.801.

42.02 In order to receive compensation under this Article, all requirements must be complete by December 31st of the qualifying year and the members will be permitted the same number of opportunities to qualify as are permitted by the program developed by the Ohio Peace Officer Training Commission under O.R.C. §109.801.

42.03 Members will be paid for successful completion of the program set forth in Section 42.01 in January following the year all qualifications are met.

ARTICLE 43 EXECUTIVE LIEUTENANT

43.01 Commencing January 1, 1992, there is hereby established the position of Executive Lieutenant. This position will be filled by the Chief of Police with the approval of the Mayor.

43.02 The Chief of Police will appoint the Executive Officer from those officers that hold the rank of Lieutenant. The Executive Officer will serve at the pleasure of the Chief of Police. If the Chief of Police at any time chooses to relieve the Executive Officer from his duties he will be returned to his former Lieutenant's position without loss of seniority or benefits. When the position of Executive Officer becomes vacant, a test will be administered to fill the vacant Lieutenant's position and the Chief of Police will appoint the Executive Officer from a full contingent of Lieutenants.

43.03 The Executive Lieutenant will be in command in the absence of the Chief and will perform duties as determined by the Chief of Police.

ARTICLE 44 SEVERABILITY

44.01 In the event any one (1) or more provision(s) of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or subsequently enacted legislation, that portion(s) shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

44.02 If in the event any provision is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

44.03 Any negotiated change must be reduced to writing and be signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 45 WAIVER IN CASE OF EMERGENCY

45.01 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Mayfield Heights, the Federal or State legislature, or such acts of God, the following conditions of this Agreement shall automatically be suspended:

A. Time limits for the Employer or the F.O.P. replies on grievances, and

B. All work rules and/or agreements and practices relating to the assignment of all employees.

45.02 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

45.03 An emergency shall cease to exist upon the cessation of the event that gave rise to the declared state of emergency but in any event after a period of no longer than ten (10) days.

ARTICLE 46 **DURATION OF AGREEMENT**

46.01 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise provided shall become effective upon execution and shall remain in full force and effect until December 31, 2011.

NEW ARTICLE 47 **TOTAL AGREEMENT**

47.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express 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 Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure.

SIGNATURE PAGE

In witness whereof, the parties hereto affix their signatures this _____ day of April, 2012.

FOR THE EMPLOYER

5-21-12

Mayor
City of Mayfield Heights

5-24-12

Chief, Division of Police
City of Mayfield Heights

Approved As To Form

FOR THE UNION

5-12-2012

F.O.P. Bargaining Representative

5-14-2012

F.O.P. Bargaining Representative

Robert Phillips FOP Lodge 57

F.O.P. Lodge 57 – General Counsel

Labor\Mayfield\FOPSerg,Lieut. – 2014 FINAL

APPENDIX "A"
CITY OF MAYFIELD HEIGHTS POLICE DEPARTMENT
GRIEVANCE APPEAL FORM

Name of Employee _____
(Grievant)

Position of Employee _____

Date and Time of incident giving rise to the grievance

_____ _____
(Date) (Time)

Nature of grievance, Article and Section allegedly violated. _____

_____

_____

Statement of facts. _____

_____

_____

_____

Relief requested. _____

_____

STEP 1 - CHIEF OF POLICE DEPARTMENT OR DESIGNEE, CITY OF MAYFIELD HEIGHTS

Delivered by Grievant to the Chief of the Police Department or designee.

Received by _____ Date _____

Chief of Police Department Answer:

_____

_____

_____

_____

Signature _____ Date _____
(Chief of Police Department)

Received by _____ Date _____
(Grievant)

STEP 2 – APPEAL TO MAYOR

REASON FOR APPEAL _____

_____

_____

RELIEF REQUESTED _____

_____

_____

SIGNATURE OF GRIEVANT _____ DATE _____

RECEIVED BY _____ DATE _____

MAYOR'S ANSWER _____

_____

_____

MAYOR'S SIGNATURE _____ DATE_____

RECEIVED BY GRIEVANT_____ DATE _____

If the member is dissatisfied with the Mayor's decision, the grievance may be taken to arbitration by filing a notice of intent to arbitrate and delivering it to the Mayor's office within ten (10) days of receipt of the Mayor's decision.

WAIVER OF PREDISCIPLINARY HEARING FORM
APPENDIX "B"

NAME OF EMPLOYEE _____

POSITION OF EMPLOYEE _____

The undersigned hereby notifies the Chief of the Police Department or designee, that I am fully cognizant of the nature of the charges against me and the extent of discipline which may be rendered.

I hereby waive my right to a predisciplinary hearing as set forth in Section 8.03, retaining all rights to appeal the decision of the Chief as set forth in Article VIII, Corrective Action.

_____
Signature of Employee

_____
Date

IN THE CITY OF MAYFIELD HEIGHTS

ORDINANCE NO. 2012-8

INTRODUCED BY: Mayor Gregory S. Costabile

AN ORDINANCE
AUTHORIZING THE MAYOR OF THE CITY OF MAYFIELD HEIGHTS TO ENTER INTO A COLLECTIVE BARGAINING CONTRACT WITH THE FRATERNAL ORDER OF POLICE, LODGE 57, POLICE SUPERVISORY BARGAINING UNIT

WHEREAS, the Council of the City of Mayfield Heights deems it to be in the best interests of said City to enter into a Collective Bargaining Contract with the Fraternal Order of Police, Lodge 57, Police Supervisory Bargaining Unit, for the purpose of maintaining cooperative, straightforward and open relations between the City and its police force; and

WHEREAS, Council desires to authorize the Mayor of the City of Mayfield Heights to enter into such a Collective Bargaining Contract with the Fraternal Order of Police, Lodge 57, Police Supervisory Bargaining Unit, for a three (3) year period commencing January 1, 2012 and continuing to December 31, 2014.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Mayfield Heights, State of Ohio:

Section 1: That the Mayor of the City of Mayfield Heights is hereby authorized and directed to enter into a Collective Bargaining Contract with the Fraternal Order of Police, Lodge 57, Police Supervisory Bargaining Unit, for a three (3) year period commencing January 1, 2012 and continuing to December 31, 2014, all in accordance with a contract incorporated herein and made a part hereof and on file with the Director of Finance of said City.

Section 2: That it is hereby found and determined that all formal actions of this Council, concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety. Such necessity exists by reason of the fact that the contract authorized herein is necessary to maintain cooperative, straightforward and open relations between the City and its police force. Wherefore, this ordinance shall take effect and be in force from and after its passage by Council and the signature of the Mayor.

First Reading: May 14, 2012
Second Reading: Suspended
Third Reading: Suspended
Passed: May 14, 2012

Attest:

Robert G. Tribby, Clerk

Anthony DiCicco
President of Council

Presented
To Mayor: May 14, 2012

Approved: May 14, 2012

Gregory S. Costabile, Mayor