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AGREEMENT

BETWEEN THE

CITY OF MENTOR-ON-THE-LAKE

AND

THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(PART-TIME PATROL OFFICERS)

JUNE 25, 2013

TO

JUNE 24, 2016

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ARTICLE 1 PREAMBLE

Section 1.

This Agreement is made and entered into by and between the City of Mentor-on-the-Lake (hereinafter referred to as "the Employer"), and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "OPBA") on behalf of the part-time Patrol Officers (hereinafter referred to as the Bargaining Unit Employees).

ARTICLE 2 PURPOSE

Section 1.

The parties acknowledge that during the negotiations which resulted in 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, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the OPBA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain 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.

ARTICLE 3 RECOGNITION

Section 1.

The City of Mentor-on-the-Lake hereby recognizes the OPBA as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters related to wages, hours, and terms and conditions of employment for all part-time Patrol Officers of the City of Mentor-on-the-Lake Police Department. Excluded from the Bargaining Unit are all other employees of the City of Mentor-on-the-Lake.

Section 2.

Upon request, the Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE 4 DUES DEDUCTION – FAIR SHARE FEE

Section 1.

The City of Mentor-on-the-Lake agrees to deduct from the wages of all employees who are included in the Bargaining Unit, either membership dues or a fair share fee uniformly required by the Ohio Patrolmen's Benevolent Association. The Ohio Patrolmen's Benevolent Association shall notify the Employer of the membership dues and/or fair share fee to be deducted for its members and employees of the Bargaining Unit. In the event of a change in such deductions, the Ohio Patrolmen's Benevolent Association shall notify the Employer thirty (30) days prior to the effective date of the change.

Section 2.

Effective sixty (60) days after the effective date of this Agreement, or their date of hire, whichever is later, Bargaining Unit employees shall either become dues paying members of the Ohio Patrolmen's Benevolent Association or pay a fair share fee uniformly required, in the amount of nine dollars and twenty-three cents ($9.23) bi-weekly through a payroll deduction as a condition of continued employment, in accordance with the provisions of the Ohio Revised Code 4117.09(c).

Section 3.

The City shall make such deductions from each bi-weekly pay where sufficient funds allow. The City shall not be responsible for collections, computations or designation of dues or fair share fees required that remain uncollected due to insufficient payroll earnings.

Section 4.

Deductions under this Article, along with an employee roster of all employees whose dues or fair share fees have been deducted, shall be transmitted to the Ohio Patrolmen's Benevolent Association within thirty (30) days following the end of each calendar month. The Union shall assume full responsibility for the disposition of all funds deducted.

Section 5.

An established rebate procedure on file with the State Employment Relations Board shall be equally afforded all employees of the Bargaining Unit upon request and shall be in compliance with applicable State and/or Federal law.

Section 6.

Membership dues and fair share fee deductions shall terminate if an employee severs employment for any reason, is laid off, transfers to a position outside the Bargaining Unit or termination of this Agreement.

Section 7.

The employees and Union agree to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, or other forms of liability that may arise out of , or by reason of , any action taken by the Employer or any Department of the Employer for the purpose of complying with the provisions of this Article, including fair share fees, or membership deductions.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1.

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City in all aspects, including, but not limited to , all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

A. The right to determine its mission, policies, and to set forth all standards of service offered to the public;

B. To plan, direct, control and determine the operations or services to be conducted by employees of the City;

C. To determine the methods, means, number of personnel needed to establish the standards of such work;

D. To direct the working forces; to schedule and assign work, including overtime;

E. To hire and assign or to transfer employees within the department or other police related functions;

F. To promote, suspend, discipline or discharge for just cause;

G. To lay-off or relieve employees;

H. To make, publish and enforce rules and regulations;

I. To introduce new or improved methods, equipment or facilities;

J. To contract out for goods and services;

K. To take any and all actions as may be necessary to carry out the mission of the City and the Police Department in situations of civil emergency as may be declared by the Mayor of the City, or the Acting Mayor in his absence, provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

Section 2.

The Mayor and City Council have the sole authority to determine the purpose and mission of the City and the amount of budget to be adopted thereto.

Section 3.

If in the sole discretion of the Mayor, or the Acting Mayor in his absence, as defined by City Charter, it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Mayor, or the Acting Mayor in his absence, during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Mayor, or the Acting Mayor in his absence, shall advise the Union Steward or the next highest officer of the union of the nature of the emergency. The Mayor, or the Acting Mayor in his absence, shall follow up said advice in writing as soon thereafter as practicable and shall forward said written notice to the Union Steward. Not more than ten (10) days after a declared emergency has ended, the provisions of this Agreement shall regain full force and effect.

ARTICLE 6 EMPLOYEE RIGHTS

Section 1.

When a disciplinary action investigation of a Bargaining Unit employee becomes a criminal investigation, he shall be informed and afforded all rights and protection under law.

Section 2.

Any complaint which normally warrants an internal departmental investigation shall be requested to be written and signed. The lack of a written and signed complaint shall not prevent an investigation from starting. An unsigned or anonymous complaint may not be given weight in any disciplinary proceeding.

ARTICLE 7 NO STRIKE – NO LOCKOUT

Section 1.

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 2.

The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

Section 3.

The Employer may discipline any employee who violates this Article, as set out in Disciplinary Action Article 10 of this Agreement.

Section 4.

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 8 SENIORITY

Section 1.

Seniority shall be an employee's uninterrupted length of continuous service with the City of Mentor-on-the-Lake Police Department from the last date of hire as a part-time Patrol Officer. An employee shall have no seniority for the probationary period provided in Article 9, but upon completion of the probationary period, seniority shall be retro-active to the date of hire. There shall be no computation of time as seniority, while on an approved unpaid leave. Seniority dates shall be re-established as a result of such leave.

Section 2.

Whenever more than one person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed the same day, shall be determined by the number of hours worked.

Section 3.

Seniority shall be terminated when an employee:

A. Quits or resigns, unless rehired within six (6) months;

B. Is discharged for just cause;

C. Is laid off for a period of more than twenty-four (24) consecutive months;

D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice;

E. Fails to report for work when recalled from layoff within ten (10) calendar days from the date of receipt of recall notice sent by Certified Mail (to the employee's last known address as shown on the City's records);

F. Retires;

G. Fails to report for work within forty-eight (48) hours of expiration of an approved leave of absence, unless otherwise mutually agreed to extend, secured in writing.

Section 4.

The Chief will post a notice indicating the order in which the Officer-in-Charge will be determined when the Department is staffed by only part-time Patrol Officers. This does not have to match the order on the seniority list.

ARTICLE 9 PROBATIONARY PERIOD

Section 1.

All newly hired employees of the Police Department of the City of Mentor-on-the-Lake shall serve an initial probation period. This period shall be a minimum of one (1) year with a minimum of 1040 hours worked. Employees who have not worked the minimum of 1040 hours in one (1) year, shall remain on probation until completion of such requirement. While serving in the probationary period, it is the Employer's sole and exclusive right in determining to retain, promote, demote, suspend, or discipline such employees.

Section 2.

All present employees who have served for longer than one (1) year on the effective date of this Agreement, shall be considered non-probationary employees.

Section 3.

Probationary employees shall be afforded OPBA representation and benefits as defined and set out in these Articles, but shall not be afforded access to the grievance procedure or disciplinary process defined in this Agreement while serving the probationary period.

ARTICLE 10 DISCIPLINARY ACTION

Section 1.

Disciplinary action or measures may include, subject to the rules and regulations of the City of Mentor-on-the-Lake with the tenants of progressive and corrective discipline where appropriate, any of the following:

A. Oral Reprimand

B. Written Reprimand

C. Suspension

D. Discharge

Corrective action may also include instructional or retraining, subject to the nature of any event.

Section 2.

Disciplinary action may be imposed upon an employee for just cause. If the City has reason to reprimand an employee, it shall be done in a matter that will not embarrass the employee before other employees or the public.

Section 3. APPEAL PROCEDURE – NON-PROBATIONARY EMPLOYEE

Written reprimands or suspensions of three (3) days or less may be processed as a grievance through the regular grievance procedure to Step Four (4), the Mayor's level, which shall constitute final resolve to the issue and shall not be appealable through the arbitration process.

Suspensions of more than three (3) days or discharge, if no relief is granted at the Mayor's level of the grievance procedure, may be appealed to the Civil Service Commission of the City of Mentor-on-the-Lake, in accordance with their rules and regulations, who's decision shall be advisory to the parties. Final appeal may be processed through the arbitration procedure.

Section 4.

Except in such cases where immediate action is necessary, the employees shall be offered due process through a pre-disciplinary hearing before a detached Administrator assigned by the Employer. Such hearing shall be offered in cases where discipline may entail a suspension or dismissal.

Section 5.

In cases where the proposed action is a suspension or greater, the employee shall receive advance notice of the charges, proposed action, date, place and time of the pre-disciplinary hearing. The notice shall also advise that the employee will be permitted to present evidence in his own behalf in the form of documentation and/or witnesses and the right to have representation of his choice. Failure to appear at the pre-discipline hearing absent extenuating circumstances will result in a waiver of the employee's right to a hearing. Using one's own equipment, such hearings may be recorded by either party, if they desire.

ARTICLE 11 UNION REPRESENTATION

Section 1.

The Employer agrees that no more than one (1) accredited representative of the Ohio Patrolmen's Benevolent Association shall be admitted to the Employer's facilities and sites during working hours by appointment, with the Employer. The purpose of these visitations shall be to participate in the adjustment of grievances as outlined in Article 13, or at the request of the Employer, and/or attend other meetings as required by this Agreement. The Union agrees that

such activities shall not interfere with the normal work duties of employees except to the extent otherwise authorized in this Agreement. The Employer reserves the right to designate a reasonable meeting place for such visits.

ARTICLE 12 LAYOFF AND RECALL

Section 1.

When the Employer determines layoffs are necessary, the following procedure shall determine the order of Layoff and Recall:

The Employer shall reduce all probationary employees in the respective classifications where layoffs have been determined necessary, then by service credit within this Bargaining Unit, which shall be determined by the number of hours worked. Each one (1) hour worked shall equal one (1) service credit.

Section 2.

At a meeting with the Union, the Employer shall identify the positions and number of employees to be subject to reductions twenty (20) work days prior to such layoff occurring. At this time, employees in the affected positions shall be notified of possible layoff. Upon final determination, the affected employee shall receive ten (10) work days notice of layoff, prior to the effective date of layoff.

Section 3.

Employees who have been laid off shall be subject to recall for a period of two (2) years from the initial date of layoff. Employees shall be recalled in the reverse order of their layoff. Employees who are eligible for recall shall be given a notice of return to work ten (10) work days prior to such return to work order. Such notice shall be sent by Certified Mail to the employee's last recorded address. A copy shall be hand delivered to the local OPBA representative when it is mailed to the laid off employee. It is the laid off employee's responsibility to keep the Employer informed of his current home address. An employee who refuses a recall or fails to appear for work at the end of the ten (10) day recall notice shall be deemed as having voluntarily terminated their employment with the City, effective the date of recall and shall not be subject to any further recall except where an extension is mutually agreed upon in writing.

Section 4.

The parties recognize the City's authority to determine the size and scope of the use of part-time Patrol Officers. In the event the City determines part-time Patrol Officers will no longer be utilized, a sixty (60) days notice shall be given to the OPBA and the employees. The foregoing layoff procedure shall be followed, should such an event occur.

ARTICLE 13 GRIEVANCE PROCEDURE

Section 1.

The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of the express provisions of this Agreement. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Section 2.

A formal grievance shall be reduced to writing. All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by the Union and the Employer.

1. Aggrieved employee's name
2. Date of the event leading to the grievance
3. A description of the incident giving rise to the grievance
4. Date grievance was filed in writing
5. Specific Articles of the Agreement violated
6. Desired remedy to resolve the grievance
7. Signature of grievant

Section 3.

All grievances must be processed at the proper step in order to be considered at the subsequent step. Nothing contained herein is meant to preclude the parties from mutually agreeing to waive one or more steps of the grievance procedure and process the grievance at a higher step. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the Union to the next step in the grievance procedure. Any grievance not advanced to its next step within the stipulated time limits by the Union shall be considered resolved at the last step's reply. All time limits on grievances may be extended upon mutual consent of the parties.

Section 4.

It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum interruption of work schedules. Every responsible effort shall be made be the Employer and the Union to effect the resolution of grievances at the earliest step possible. Work days as defined in this Article shall be Monday through Friday. Toward this objective, the following procedure shall be as follows:

Step 1 – The Union Steward or employee shall refer the written grievance to the appropriate Supervisor within five (5) work days of the occurrence which gave rise to the grievance. The Supervisor shall have five (5) work days in which to schedule a meeting with the Union Steward. The Supervisor shall investigate and respond in writing to the Union Steward within five (5) work days following the meeting date.

Step 2 – If the grievance is not resolved in Step 1, the Union Steward may refer the grievance to the Lieutenant, within five (5) work days after receiving the Step 1 reply. The Lieutenant shall have five (5) work days in which to schedule a meeting with the Union Steward. The Lieutenant shall investigate and respond in writing to the Union Steward within five (5) work days following the meeting.

Step 3 – If the grievance is not resolved in Step 2, the Union Steward may refer the grievance to the Chief, within five (5) work days after receiving the Step 2 reply. The Chief shall have five (5) work days in which to schedule a meeting with the Union Steward. The Chief shall investigate and respond in writing to the Union Steward within ten (10) work days following the meeting.

Step 4 – If the grievance is not resolved in Step 3, the Union Steward may refer the grievance to the Mayor or authorized representative within seven (7) work days after receiving the Step 3 reply. The Mayor or authorized representative shall have seven (7) work days in which to schedule a meeting with the Union Steward. The Mayor or authorized representative shall investigate and respond in writing to the Union Steward within ten (10) work days following the meeting.

ARTICLE 14 ARBITRATION PROCEDURE

Section 1.

If the grievance is not satisfactorily settled in Step 4, the Union Steward may make a written request that the grievance be submitted to Arbitration. A request for arbitration must be submitted within thirty (30) calendar days following the date the grievance was answered in Step 4 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the fourth step reply.

The Employer and the Union Steward shall agree to request a list of five (5) impartial arbitrators from FMCS within ten (10) working days of submission of the request for arbitration. The parties shall meet to select an arbitrator within ten (10) working days of receipt of the list.

For the first arbitration between the Employer and the Union during the term of this Agreement, the Union shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

For subsequent arbitrations, the first strike shall alternate between the parties.

The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall have no authority to determine any other issues not so submitted or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issues in question.

The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. 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 at the same hearing.

The decision of the arbitrator shall be binding upon the Union, and the Employer. All costs directly related to the service of the arbitrator shall be borne by the losing party. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court

reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

ARTICLE 15 NON-DISCRIMINATION

Section 1. – DISCRIMINATION PROHIBITED

Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age or sex.

Section 2 – UNION MEMBERSHIP OR ACTIVITY

Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Section 3 – UNION FAIR REPRESENTATION

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the Bargaining Unit.

ARTICLE 16 GENDER

Section 1.

When the context so requires, the masculine gender shall include the feminine, the feminine shall include the masculine, and the singular the plural, and the plural the singular.

ARTICLE 17 SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by competent legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, and regulations of the United States of America, the State of Ohio, local ordinances, and other competent, legal jurisdictions, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 18 HOURS OF WORK AND OVERTIME

Section 1.

A week shall be defined as seven (7) days beginning at 12:01 a.m. Sunday morning, and ending midnight on Saturday night.

Section 2.

A day shall be defined as twenty-four (24) hours, beginning at the starting time of the Bargaining Unit employee's scheduled work day.

Section 3.

Each part-time officer shall provide the officer in charge of scheduling a "calendar of days" indicating the shift and days of his full-time employment. Employees may accumulate non-paid off days in anticipation of planned vacations from their full-time employment not to exceed the number of vacation days with their full-time employer per year. Such calendar of days shall be provided at least thirty (30) days prior to the establishment of scheduled postings. Days off will be granted on seniority basis. Progressive disciplinary action shall be taken when an employee fails to perform requested duties on available days listed in their "calendar of days". Verification of receipt of medical attention may be required when the number of frequencies exceed four (4) occurrences in any given contract year (August 1 - July 31). Work schedules reflecting available days for work shall be turned in by part-time patrol officers in accordance with the department's twenty-eight (28) day schedule at least thirty (30) days prior to the first day of the police department schedule being filled.

Section 4. – OVERTIME

Overtime is defined as time actually worked in excess of eighty (80) hours in a fourteen (14) day work period, and will be paid at the rate of one and one half (1-1/2) times the employee's regular straight time hourly rate.

Section 5.

Overtime pay shall be included in the pay period in which such overtime is worked.

Section 6.

An employee who works on New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day shall be compensated at

time and one-half for all hours actually worked. There will be no additional pyramiding of time or rates for additional time worked on the designated holidays.

Section 7.

Upon review and determination of necessity by the Chief of Police, an officer assisting or initiating his police powers off duty with the City of Mentor-on-the-Lake, where such actions are to protect a life, prevent a crime in progress or assist a fellow police officer, shall be compensated at this regular rate or overtime as set out in Section Four (4), for such time worked.

ARTICLE 19 NOTICE OF SCHEDULE CHANGE

Section 1.

Any part-time officer who is subject to a reduction or change of scheduled work days established in the monthly schedule shall be given a twenty-four (24) hour notice made by telephone or in person. Less than twenty-four (24) hours notice may be given if mutually acceptable to the employee and the employer. Except in cases of emergency, additional required hours of service added to a monthly schedule will be done so as not to conflict with the officer's full-time job.

Section 2.

At the discretion of the Employer, additional days may be offered for the purpose of adequately staffing a shift.

Section 3.

With prior approval of the Employer, all part-time officers shall have the opportunity to request an exchange in shifts when such change does not interfere with the operation of the Employer and provided that the change does not result in overtime pay to the parties involved.

Section 4.

The Employer will grant an unpaid leave from scheduled work days to attend services or a funeral of a family member. Such leave will be granted up to three (3) consecutive days from the date of death.

Section 5.

Family defined; spouse, father, mother, employee's grandparents, mother-in-law, father-in-law, brother, sister, children, step-children, and current step-mother or step-father.

Section 6.

In extenuating circumstances, additional unpaid bereavement leave may be granted by the Mayor or his designee upon request of the employee.

ARTICLE 20 POSTING

Section 1.

The Chief will make available, at the Police Station, a copy of the policies, rules and regulations.

Section 2.

Any changes in the policies, rules and regulations shall be posted on the bulletin board.

Section 3.

Any notification of changes of the rules and regulations will be posted ten (10) days prior to the effective date of the change. Should the rule change need immediate adjustment, the Employer and/or his designee will make a verbal notification to each employee. The rule change will be initialed by the employee for verification of notification.

Section 4.

The Employer provides a bulletin board in a location immediately accessible to the Bargaining Unit for posting of Union business. The Steward shall be responsible for making such postings and removals.

Section 5.

An annual notice of the total number of hours each officer has accumulated for the year and total hours with the police department shall be issued by January 31st of each year.

ARTICLE 21 INJURY LEAVE

Section 1.

When an employee is injured in the line of duty, necessitating their absence from work for more than fifteen (15) calendar days, as certified by a physician, they shall be eligible for a paid leave, not to exceed ninety (90) calendar days.

The number of paid leave days to be granted per pay period in the ninety (90) days period shall be determined to be the average number of days worked per pay period of the prior two years.

Section 2.

In order to obtain the paid leave, the employee or their designee must sign a waiver to the Employer of those sums of money they would ordinarily receive from Workers' Compensation. It shall be the Employers duty to file any and all papers required for Workers' Compensation for the initial loss of time benefit.

ARTICLE 22 LEAVE OF ABSENCE

Section 1.

An employee who has completed the new hire probationary period may apply in writing to the Mayor for a leave of absence without pay not to exceed six (6) months. Such leaves shall be for good cause and subject to approval by the Mayor.

Section 2.

As a condition to such leave being granted, the employee may be required to waive all rights to immediate reinstatement in his/her position upon termination of the leave and to retain only the right to be appointed to the first vacancy for the position in which he/she has been employed, which may be granted for up to one (1) year.

Section 3.

If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee. An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation of a leave of absence without pay, shall be deemed to have voluntarily resigned effective with the starting date of the leave of absence without pay.

Section 4.

The employee may be returned to service prior to the originally scheduled expiration of the leave if such earlier return is agreed to in writing by both the employee and the employer.

Section 5.

The Employer reserves the right to place an employee on an unpaid leave status where a condition exists that prevents the employee from performing the duties of their position. The length of such leave shall be limited to that period of time the condition exists or six (6) months. An employee who is unable to return to service upon completion of six (6) months shall be removed from the service of the City.

Section 6.

An employee having completed his probationary period entering the military service shall be placed on military leave of absence without pay pursuant to applicable laws governing such leave. The provisions of this Section do not apply to an employee who re-enlists while on active duty, or to a commissioned officer who voluntarily enters on extended active duty beyond that required by the acceptance of a commission. Upon re-enlistment or commencement of voluntary extended duty, the employee is not eligible for reinstatement.

ARTICLE 23 REQUIRED DUTY TIME

Section 1.

An employee subject to a call out or required to appear before a court or administrative agency on behalf of the Employer, on a scheduled work day shall receive a minimum of four (4) hours pay at the employee's base hourly rate in those instances where such hours are not contiguous to the employee's shift, subject to Article 18 Overtime, if applicable.

Section 2.

An employee shall not be assigned other duties if such appearances require less time than the minimums set out in Sections 1 and 2 of this Article.

Section 3.

The Employer shall pay a minimum of four (4) hours wages for required range time. Such payment shall be paid at the employee's base hourly rate in those instances where such hours are not contiguous to the employee’s shift, subject to Article 18 Overtime, if applicable. Employees will be permitted to practice up to three (3) days of their choosing per year on available days the Employer has scheduled range time. Additional days may be permitted subject to the approval of the Chief of Police.

ARTICLE 24 UNIFORM ALLOWANCE

Section 1.

A uniform allowance shall be paid to each employee. Each employee shall receive the allowance in a lump sum at the first pay date in May of each calendar year commencing with May 1, 2014 in the amount of $425.00. The allowance for 2015 may be a subject of the wage re-opener at the first or second (retrospectively) anniversary of this agreement.

Section 2.

Patrol Officers who are qualified and are assigned by the Chief of Police to motorcycle duty shall receive additional uniform allowance of $125.00 per year payable as in Section 1.

Section 3.

Employees of the Bargaining Unit shall purchase the required uniform to comply with the departmental dress code.

Section 4.

Upon appointment to the Employer, a new employee shall receive a pro rata uniform allowance equal to one twelfth (1/12) for each full month of service to be worked prior to the next payment period in May of each year.

Probationary employees who voluntarily leave the employment of the Employer before completing their probationary period shall have any amounts paid under this Section withheld from their final paycheck and/or be held personally responsible.

Employees who terminated employment with the City for any reason, shall repay their uniform allowance prorated monthly from the first May payment. Any amount due shall be withheld from their final paycheck and/or be held personally responsible.

Section 5.

The City will provide each employee with a (soft body armor) ballistic vest. The employee agrees to sign and adhere to an agreement as outlined in the department's Rules and Regulations. Repayment upon termination of services shall be based on the monthly prorate value at life remaining, based on manufactures warranty.

ARTICLE 25 LIFE INSURANCE

Section 1.

All employees of the Bargaining Unit shall be covered by an accidental death and dismemberment insurance policy in the amount of Ten Thousand Dollars ($10,000.00). The Employer reserves the right to change carriers with comparable coverage or self-insure. The Employer shall pay one hundred percent (100%) of the costs for this policy.

ARTICLE 26 FATAL FORCE

Section 1.

At the discretion of the Mayor, when an employee participates in the administration of fatal force in the proper performance of duty, an employee may be eligible for paid leave as determined by the Mayor.

ARTICLE 27 TRAINING

Section 1.

Training sessions required by departmental policy shall be paid for by the City.

Section 2.

Attendance at training sessions required by departmental policy shall normally be scheduled in a manner that allows an employee to attend on his regular shift, if such scheduling does not interfere with the normal operations of the department.

ARTICLE 28 WAGES

Section 1.

Effective June 25, 2013, wages shall be paid as set out in the schedule below:

Starting	Step 1 0-24 Months	Step 2 After 2 Years	Step 3 After 3 Years	Step 4 After 4 Years	Step 5 After 5 Years
6/25/13	13.82	15.31	15.80	16.63	17.14
6/25/14	Wage Re-Opener				
6/25/15	Wage Re-Opener				

Section 2.

Normally upon employment, employees are placed at Step One (1) level and progress automatically upon completion of the required levels of service.

Required levels of service shall be defined as follows:

For purposes of advancing in steps an employee who completes two (2) years of service and has been paid a minimum of 700 hours, shall advance to Step two (2).

An employee who completes three (3) years of service and has been paid a minimum of 1,050 hours shall advance to Step three (3).

An employee who completes four (4) years of service and has been paid a minimum of 1,400 hours shall advance to Step four (4).

An employee who completes five (5) years of service and has been paid a minimum of 1,750 hours shall advance to Step five (5).

Section 3.

Officers hired from other police departments who have had more than one (1) year of Full Time active duty may receive one year's level of service credit (350 hr.) for purposes of the pay schedule in Section 1.

Section 4.

Present employees shall be placed at the step reflecting their present level of service and progress automatically upon completions of the required levels of service.

Section 5.

Those employees who have obtained a degree from an accredited college or university shall be compensated an additional hourly amount to the wage schedule as outlined in Section 1. above, as set out as follows:

$.20 per hour for any associate degree

$.35 per hour for an associate degree in law enforcement

$.50 per hour for any bachelor degree

$.65 per hour for a bachelor degree in law enforcement

$1.00 per hour for a Masters Degree

The above schedule shall not be cumulative. The employee shall be required to submit appropriate documentation as required by the Employer to show level of degree, course work, etc.

ARTICLE 29 LEGAL DEFENSE/LIABILITY

Section 1.

The City agrees to maintain professional liability insurance at the City's expense during the life of this Agreement.

Section 2.

As provided by the carrier of such insurance, the legal defense of an employee shall be provided in any lawsuit alleged to have arisen out of any act or failure to act within the scope of the employee's regular duties. This provision would be applicable providing such act or failure to act was not malicious or motivated for private gain and did not constitute misfeasance, malfeasance or nonfeasance.

ARTICLE 30 PERSONNEL FILES AND POLICY

Section 1.

The City of Mentor-on-the-Lake's Safety Director shall maintain the complete and only personnel file of an employee. Any Bargaining Unit employee shall be permitted to review his personnel files with two (2) business days written notice or as mutually agreed, and may have a representative of the OPBA present when reviewing his file.

Section 2.

Should an employee upon review of his file, read/observe material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation or explanation of said adverse material.

Section 3.

Records of any disciplinary actions will cease to have force and effect and shall not be used in progressive disciplinary measures two (2) years after the effective date of the action providing there are not intervening actions during the period.

Section 4.

Subject to Ohio Public Records laws, pre-employment information, e.g. reference checks and responses, or information provided the City with the specific request that it remain confidential, shall not be subject to inspection or copying.

ARTICLE 31 HEALTH AND SAFETY

Section 1.

In order to promote safety in the work place, the City agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the City.

Section 2.

If an employee has reason to believe that an unsafe working condition exists, he shall inform his supervisor, on a form provided by the Employer, who shall have the responsibility to determine what action, if any, should be taken to correct the condition.

Section 3.

The City will provide to all employees who provide written notice to the Police Chief, hepatitis-B vaccinations. The health provider that will administer the shots will be selected by the City. All time required for the hepatitis-B vaccinations and related testing will be non-compensated for the purpose of wages.

Section 4.

Any employee who is transported by ambulance while on duty for the City, which is not paid for by Workers' Compensation or the employee's insurance company shall have the cost/difference paid by the City.

ARTICLE 32 LABOR-MANAGEMENT COMMITTEE

Section 1.

A Labor-Management Committee shall be established to discuss matters of mutual concern within the Department. The Committee may consist of two (2) representatives of the Bargaining Unit and two (2) members of the Employer and shall meet not less than one (1) time a year or as jointly determined.

ARTICLE 33 GENERAL PROVISIONS

Section 1. – ARTICLE HEADINGS

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 affect any interpretation of any article or section.

Section 2. – AGREEMENT COPIES

The Employer will provide the final draft of the Agreement for the OPBA with the signatures of the concerned parties. The OPBA is to provide a copy of the final Agreement to each eligible Bargaining Unit employee.

Section 3. – PERFORMANCE EVALUATIONS

All performance evaluations shall be presented to and discussed with the affected employee. The employee shall sign the evaluation to attest that he has seen the evaluation. The employee shall be allowed to submit a written statement agreeing with or objecting to the evaluation or any part thereof. Any statement submitted by the parties involved, shall be attached to the evaluation form and placed in the employee's personnel file. A copy of the evaluation shall be available upon request.

Section 4. – MILEAGE EXPENSE

The mileage expense for personal allowance for authorized travel on official business is hereby established at the rate set and established by the IRS, as adjusted.

Section 5. – FIREARM

The employer shall provide the required on-duty firearm at no cost to the employee. Such firearm shall remain the property of the employer.

Section 6.

Upon retirement, as a City of Mentor On The Lake Police Officer, under provisions of the Police and Fire or Ohio Public Employee Retirement System, the City of Mentor on the Lake will provide a Photo-Police identification card which states they are a retired Police Officer.

ARTICLE 34 DRUG AND ALCOHOL TESTING

Section 1.

Drug and alcohol screening/testing may be conducted randomly, limited not to exceed twenty percent (20%) of the members in any one (1) calendar year, by and/or upon reasonable suspicion and/or post accident or event causing injury or loss of time or loss of property. Results of drug or alcohol screening or testing will not be released to a third party except as may be required for administrative proceedings or as required under Ohio Public Records requirements by applicable law. The following procedures shall not preclude the Employer from administrative action based upon the test results.

Section 2.

All drug screening tests shall be based upon a urine sample and 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. All alcohol screening tests shall generally be conducted using an evidential breath testing device.

Section 3.

Drug screening test shall be given to employees to detect the illegal use of controlled substances as defined in Ohio Revised Code Sections 3719.02 and 4729.02. Alcohol tests will be given to determine if an employee is impaired (.04 or greater) while on the job. If the drug screening is positive, a confirmatory test using a portion of the original sample 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.

Section 4.

Upon the findings of positive test results for an illegal controlled substance by the chemical tests, or alcohol impairment, the Employer shall conduct an internal investigation to determine the facts surrounding the positive test. Upon the conclusion of such investigation, the Employer shall have the right to take disciplinary action up to and including discharge pursuant to Article 10. If not terminated, the Employer may also require the employee to participate in rehabilitation or detoxification program, as approved by the Employer. Such rehabilitation or detoxification program shall be subject to Article 22, Leave of Absence, and at the employee's expense. Upon written confirmation of successful completion of such program and a negative test, 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.

Section 5.

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 termination pursuant to Article 10. Except as otherwise provided herein, costs of the initial drug screening and alcohol test and confirmatory tests shall be borne by the City. The cost of all other required tests shall be borne by the employee. For the purpose of this Article "periodic" shall mean not more than nine (9) times within the three (3) year period, except that

drug and alcohol tests may be performed at any time upon "reasonable suspicion" of drug or alcohol use.

Section 6.

No drug or alcohol testing shall be conducted without the authorization of the Department Head or designee. If the Department Head or 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 up to and including discharge.

Section 7.

The employee shall be given a copy of the laboratory report before any discipline is imposed.

Section 8.

Prohibition Against Controlled Substances: The unlawful manufacture, distribution, sale, possession, or use of a controlled substance is strictly prohibited at the workplace. An employee who violates this section is subject to the discipline up to and including immediate termination from employment and/or referred to an appropriate law enforcement authority.

ARTICLE 35 RETROACTIVE PROVISIONS

Section 1.

Any person not in the employ of the Employer as of this date of execution of this Agreement shall not be entitled to receive any retroactive benefits which would otherwise be payable to those persons who are in the employ of the City of such date.

ARTICLE 36 DURATION

This Agreement shall become effective June 25, 2013, and continue in force until June 24, 2016 and thereafter, except that wage rates outlined in Article 28, Section 1; effective June 25, 2014 and June 25, 2015 and Article 24 Uniform Allowance section 1; effective 2015, shall be subject to re-open negotiations, unless modified or changed by mutual agreement. Either party desiring to amend or modify this Agreement shall give the other party written notice of such intentions at least sixty (60) days prior to the first and or second yearly anniversary date, for purposes of Article 28, Section 1, wage re-openers and Article 24 Uniform Allowances, section 1, or initial termination date of this Agreement. The Agreement may be terminated after the initial expiration date by either party to the other with seventy-two (72) hours of advance written notice.

IN WITNESS WHEREOF, the parties have caused this contract to be executed _____, 2013.

CITY OF MENTOR-ON-THE-LAKE	THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
_____	_____
MAYOR	
_____	_____
ADMINISTRATIVE DIRECTOR	
_____	_____
CHIEF OF POLICE	

PT Patrol Contract.final.doc
06/13/2013