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**AGREEMENT**

**Between**

**THE CITY OF MANSFIELD**

**AND**

**FRATERNAL ORDER OF POLICE  
OHIO LABOR COUNCIL, INC.  
PATROL OFFICERS**

**EFFECTIVE AUGUST 1, 2013**

**THROUGH JULY 31, 2016**

**2013-MED-05-0655**

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## ARTICLE 1 AGREEMENT

### Section 1.1 Agreement

A. This Agreement between the City of Mansfield, hereinafter referred to as the City, and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the F.O.P./O.L.C. or the Union and limited to its members who are employees of the Mansfield Police Department is entered into this 1<sup>st</sup> day of August, 2013 for the purpose of promoting cooperation and continuous harmonious relations between the City, its employees and their representatives, and the F.O.P./O.L.C.

B. Implementation of those portions of the Agreement regarding wages and fringe benefits is subject to enactment into appropriate Ordinance by the City Council. The Agreement is subject to all applicable and existing or future laws or regulations of the State of Ohio.

C. Should any part of this Agreement be invalidated by operation of law existing now or promulgated in the future, or be declared invalid by any tribunal of competent jurisdiction, such invalidation shall not invalidate the remaining portions, and they shall remain in full force and effect. In such event, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good-faith negotiations. If the parties are unable to reach agreement as to the modification of any invalid provision by good-faith negotiations within thirty (30) days after service of the written request, the parties shall use the procedures of Ohio Revised Code §4117.01 et seq.

## ARTICLE 2 RECOGNITION

### Section 2.1 Recognition

A. The City recognizes the F.O.P./O.L.C. as the exclusive bargaining agent, for the subjects set forth in this Article, of sworn police officers of the rank of Patrol Officers (referred to throughout the Agreement as employees); pursuant to the certification of the Ohio State Employment Relations Board in Case No. 94-REP-05-0101.

B. The following shall be considered as subjects to be negotiated by the City with the F.O.P./O.L.C. for all members of the bargaining unit; wages, hours, fringe benefits, and working conditions.

C. Except when public safety would be compromised, the City of Mansfield will not call upon outside agencies to perform work performed by the bargaining unit unless it first endeavors to call out all available members of the bargaining unit and after which there remains insufficient personnel to perform the work required. This provision shall not apply with respect to work performed by METRICH, any other multi-jurisdictional task force of which the City is or becomes a member, or under mutual aid agreements.

**ARTICLE 3 - F.O.P./O.L.C. MEMBERSHIP AND F.O.P./O.L.C. DUES DEDUCTION**

Section 3.1 Each member of the bargaining unit who is a member in good standing of the F.O.P./O.L.C. on the execution date of this Agreement and each member of the bargaining unit who voluntarily becomes a member of the F.O.P./O.L.C. after the date shall pay his dues for membership in the F.O.P./O.L.C. or upon discontinuing membership, shall continue to pay a "fair-share fee" pursuant to Section 4117.09(C) of the Ohio Revised Code during the term of this Agreement as a condition of employment.

All bargaining unit employees who are not members in good standing of the Union, shall be required to pay a "fair-share fee" to the Union as a condition of continued employment. All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a "fair-share fee" to the Union effective sixty-one (61) days from the employee's date of hire or the date of execution of this Agreement, whichever is later, as a condition of employment.

The "fair-share fee" amount shall be certified to the Employer by the Union. The deduction of the "fair share-fee" from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of "fair-share fees" deducted shall be made in accordance with the regular dues deductions as provided herein. The Employer shall provide the Union with an alphabetical list of those employees who had a "fair-share fee" deducted along with the amount of the "fair-share fee" deduction.

Section 3.2 The City shall deduct from the wages and turn over to the F.O.P./O.L.C., the regular monthly F.O.P./O.L.C. dues, initiation fees, assessments, and the "fair-share fee".

Section 3.3 The F.O.P./O.L.C. shall defend, indemnify, and save the City harmless against any and all claims, demands, suits, or any other form of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

**ARTICLE 4 DISCRIMINATION AND EQUAL  
EMPLOYMENT OPPORTUNITIES**

The City and the F.O.P./O.L.C. agree that for the duration of this Agreement, neither shall discriminate against any member of the bargaining unit because of race, color, religion, sex, national origin, age, disability, ancestry or marital status. Nor shall the City or the F.O.P./O.L.C. discriminate against any member of the bargaining unit because of his membership or non-membership in the F.O.P./O.L.C. Both the City and the F.O.P./O.L.C. recognize their respective responsibilities under applicable federal, state and local laws, and executive orders relating to civil rights and employment practices.

**ARTICLE 5 F.O.P./O.L.C. BUSINESS**

Section 5.1 Grievance Representatives. The F.O.P./O.L.C. may select one (1) grievance representative per Watch from each Department Bureau. In addition, it may select an alternate for each representative. One of the grievance representatives or alternates shall be designated as Officer

Coordinator by the F.O.P./O.L.C.

Section 5.2 Designation. The Officer Coordinator shall provide the Safety- Service Director, Human Resources Director and Chief of Police with an official written roster of its officers, grievance representatives and alternates within five (5) days of the execution of this Agreement, and any updates within five (5) days of any change. Each roster shall include the following: name; address; home telephone number; F.O.P./O.L.C. office or position held. No employee shall be recognized as an F.O.P./O.L.C. representative until such roster is received.

Section 5.3 Grievance Representatives Rights & Duties. Grievance representatives shall be authorized during working hours, with no loss of pay, to represent employees in investigatory interviews, investigate grievances and represent employees through all four (4) steps of the grievance procedure, for employees. Before engaging in such activity and/or leaving his work assignment to perform such activity, the grievance representative must obtain the prior approval of his supervisor. The supervisor will not unreasonably deny approval, but shall maintain the right to schedule activities so as to minimally impact operations. In no event shall time spent in authorized activities be paid beyond the employees regular shift or be considered overtime. The City agrees to schedule grievance hearings at mutually convenient times during the normal workday of management employees.

Section 5.4 Officer Coordinator. The authorized functions and responsibilities of the Officer Coordinator, and an alternate to replace the Officer Coordinator when he is absent due to authorized leave in excess of five (5) working days, or where the grievance time limits are expiring, are the following:

- A. Attendance at Labor Management Committee meetings;
- B. Posting of F.O.P./O.L.C. notices on the bulletin boards;
- C. Representing the F.O.P./O.L.C. in investigating and processing grievances;
- D. Replacing a grievance representative who is absent or unavailable;
- E. Notifying the City (as authorized F.O.P./O.L.C. representative) of the F.O.P./O.L.C.s intent to invoke any steps of the grievance procedure beyond Step 4;
- F. General supervisory review of grievances;
- G. Acting as liaison between the City and the F.O.P./O.L.C.

The Officer Coordinator shall request permission from his supervisor to be released from his normal duty hours to perform the aforementioned functions and responsibilities without loss of pay or benefits, and such permission shall not be unreasonably denied. In no event shall time spent in authorized activities be paid beyond the employees regular shift or be considered overtime.

Section 5.5 Attendance to F.O.P./O.L.C. Business. The City will provide twenty- nine days (232 hours) with pay per twelve (12) month period, beginning with the effective date of this Agreement, for the Officer Coordinator, grievance representative and alternates in the bargaining unit to conduct F.O.P./O.L.C. business; provided however, no more than four (4) employees are

released from duty at any given time nor two (2) employees from a section at any one time. Such business may include, but will not be limited to, matters involving banking, F.O.P./O.L.C. correspondence, and other business matters as a collective bargaining representative. Use of such leave time shall be requested by the Officer Coordinator in writing and shall be subject to the authorization by the Safety-Service Director, the Chief of Police, or designee, provided that such authorization shall not be unreasonably withheld. Any unused days in a twelve (12) month period shall not accrue for use in a succeeding twelve (12) month period.

A "paid unit" is hereby defined as eight (8) hours regular pay per employee engaged in F.O.P./O.L.C. business.

Section 5.6 Negotiations. Beginning one hundred and eighty (180) days prior to the expiration of the collective bargaining agreement, bargaining unit members selected by the Union as representatives on their negotiating committee and scheduled for duty may be carried on special assignment for the entire assigned shift for the purpose of preparing the contract and negotiating on the days of actual negotiating during the term of this Agreement. The size of the negotiating committee shall not exceed five (5) bargaining unit members.

Section 5.7 Any new or revised S.O.P. (except CALEA annual review S.O.P.s), policy, rule, or regulation shall be provided to the Officer Coordinator thirty (30) days prior to its effective date (unless circumstances require earlier enactment), so that it may be reviewed for possible conflict with the collective bargaining agreement.

## ARTICLE 6 MANAGEMENT

### Section 6.1

A. Except insofar as this Agreement expressly provides otherwise, the City reserves and retains solely and exclusively each of its statutory and common law right express or inherent to operate, manage, and direct the Division of Police of Mansfield, Ohio (herein sometimes referred to as Department). Such rights shall include, but not be limited to, the following:

1. To determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the Department; its available funds and its budget; and the standards, methods, means, and procedures by which employees shall be required to perform the functions, services and programs of the Department;
2. To hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, transfer, lay-off, train, retrain, suspend, demote, discipline, remove, dismiss, retain, or reinstate employees;
3. To devise, conduct and grade civil service examinations; rate candidates; establish eligible lists from the examinations; and make original or promotional appointments from eligible lists;
4. To direct, supervise, and manage the work force; to determine the efficiency and

effectiveness of the work force; to determine the size, composition, and adequacy of the work force; and to select the personnel by which Departmental operations shall be carried out;

5. To maintain or increase the efficiency and/or effectiveness of Departmental services; to relieve employees from their duties because of lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of Departmental services; and to schedule overtime;
  6. To take any action deemed necessary to carry out the functions, services, and programs of the Department in an emergency; and
  7. The F.O.P./O.L.C. recognizes the right of the Chief of Police to maintain, revise, and promulgate standard operating procedures, rules and regulations which are not in conflict with the parties rights and obligations under this Agreement. Any standard operating procedure, rule or regulations and the terms of this Agreement shall be subject to the grievance procedure of this Agreement.
- B. The City is not required to bargain on any subjects -- including those enumerated above -- reserved to and retained by the City under this Article and those recognized by Section §4117.08 of the Ohio Revised Code as reserved to the management and direction of the City.

#### **ARTICLE 7 DISCIPLINE AND SELF-INCRIMINATION**

Section 7.1 No bargaining unit member shall be removed, reduced in pay or position, suspended, or reprimanded except for just cause. The City agrees to endeavor to follow a system of consistent and progressive discipline for same or related offenses. Discipline for less serious misconduct shall consist of oral counseling, followed by written reprimand, followed by a short term suspension, followed by a long term suspension, followed by a reduction in pay or rank followed by removal. Lesser types of discipline may be inappropriate or insufficient for aggravated or more serious misconduct which may give rise to more serious discipline up to and including removal.

Section 7.2 Investigations by Management. The Safety-Service Director and/or the Chief of Police may conduct investigations of alleged misconduct by an employee. They may require a member of the bargaining unit to submit written reports and give statements and answer questions relating to such alleged misconduct. Employees shall be informed of the basic facts of an incident prior to any investigatory interview, and shall be informed to the extent known at that time whether the investigation is focused on the employee for potential charges. Failure by an employee to complete the report may result in disciplinary action up to and including discharge. If any such report shows or tends to show that the employee submitting the report has committed a crime, the use of such report will be subject to the following:

- A. The report may not be used by the City at any stage (grand jury or trial) in any criminal proceedings against the employee.
- B. The report may be used by the Safety- Service Director and/or Chief of Police in taking

action and in defending such action with respect to discharge or discipline of the employee.

Section 7.3 Evidence. The Safety-Service Director, Chief of Police, and/or their designees shall not obtain evidence in the course of an internal investigation by the use of threats, coercion, or promises; and evidence obtained in such manner shall not be admissible in any subsequent administrative or Departmental hearing.

Section 7.4 Complaints. When a complaint of a non-criminal nature is made against a bargaining unit member, and after investigation, there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and will not become a part of the employees personnel file.

Section 7.5 Personnel Files. Records of disciplinary action shall be handled in the following manner:

A. Oral or written reprimands on record in an individuals personnel file shall cease to be considered for future disciplinary matters one (1) year after their effective date, providing there are no intervening disciplinary actions taken during that time period. In the event a second disciplinary action occurs while a previous action is still in an active status, all disciplinary actions of the same nature shall remain in the file until the expiration of one (1) year from the most current disciplinary action.

B. Suspension disciplinary action on record in an individual's personnel file shall cease to be considered for future disciplinary matters twenty-four (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. In the event a second disciplinary action occurs while a previous action is in an active status, all disciplinary actions of the same nature shall remain in the file until the expiration of twenty-four (24) months from the most current disciplinary action.

C. An employee may request in writing that oral reprimands and written reprimands cease having force and effect eight (8) months after their effective date; records of suspension of three (3) days or less cease having force and effect after twelve (12) months subsequent to their effective date; and records of suspension in excess of three (3) days cease having force and effect eighteen (18) months subsequent to their effective date. This request shall be made to the Chief of Police or his designee and shall be based upon demonstration by the employee that the employee has taken steps to improve his job performance. The employee shall not be eligible where there is intervening disciplinary action taken or pending during the effective period of the discipline.

D. Notwithstanding the provisions of paragraphs A, B and C herein, all disciplinary action taken in connection with on duty violations of the City of Mansfield Drug and Alcohol Testing Policy or Drug and Alcohol related offenses shall not be eligible for expiration and shall be considered for a period of five (5) years, during which time the employee will be subject to individualized random screening paid for by the Employer.

E. Review of Records. All requests for review of personnel records shall be processed in accordance with the following guidelines.

1. The Human Resources Department will request that the person requesting the records provide their name and address.

2. Employees will be notified by writing to their mail box, and, if possible, by telephone call, that a request has been made to review their personnel file.

3. Prior to release of the public records the Human Resources Department will review the personnel file with the Law Director's Office to ensure that it contains no confidential material. No information which is not required by law to be disclosed shall be disclosed in response to a public records request. The Human Resources Department will endeavor to accomplish this review in no more than twenty-four (24) hours.

4. In the event the person requesting review of the personnel file desires copies, the employee shall be provided such copies also.

5. A City employee must remain with the personnel files during the time the files are reviewed so that nothing can be added or removed from the file.

6. The City agrees to comply with the Ohio Public Records Act in response to requests for information contained in employee's personnel files.

F. All records maintained by the City are confidential records. No employee may obtain or possess records maintained by the City except by this procedure.

1. Each employee may request to inspect his official personnel file maintained by the Human Resources Department during normal business hours. Inspection of the file shall be by scheduled appointment. Appointments shall be during the regularly scheduled work hours of the Human Resources Department. An employee is entitled to have a union representative accompany him during this review. The Human Resources Department shall provide the employee, upon request, with a copy of any document in the file which is not classified by law as confidential. This Article shall not limit access to public records by Union representatives.

2. Memoranda clarifying and explaining alleged inaccuracies of any document in his file may be added to the file by the respective employee.

Section 7.6 Right of Representation. When an employee is interviewed as a result of an administrative or criminal investigation or a hearing which could result in a disciplinary action of record (written reprimand, suspension, or discharge), the employee has the right to be represented, at the employees expense, by a representative of his own choosing and an attorney if so desired. The right of attorney representation shall extend to any Administrative hearing or interview.

Section 7.7 Performance Evaluations. Signatures of employees shall be required on performance evaluations, and such signing will only mean the employee has read the evaluation. No subsequent comments may be made on the record copies once signed by the employee. The employee is to be given a copy of his evaluation.

Section 7.8 Other Records. Unsubstantiated or unproven allegations of misconduct made against an employee shall not be used in any disciplinary action nor be voluntarily shared outside the Department, the Office of the Safety-Service Director, the Office of the Mayor, and/or the Office of the Law Director and shall not be placed in the employees personnel file.

Section 7.9     Examinations. In the course of an internal investigation, a polygraph examination will be administered only with the consent of the employee under investigation; provided that this Section shall not be construed to modify or inhibit the exercise of rights, authority, or obligations of the City or any employee in the conduct of any criminal investigation which may coincide with an internal investigation.

Section 7.10     Whenever the Chief of Police or his designee determines that an employee may have committed an offense which could result, if proven, in the issuing of a suspension, reduction or termination, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. Whenever an employee receives a written reprimand, the employee may request a meeting with the Chief to discuss the discipline prior to such discipline becoming effective. This request is made by the employee checking the appropriate box on the discipline form, delivering the form to the Chief or designee within twenty-four (24) hours of receipt, and arranging a conference with the Chief or designee within forty-eight (48) hours.

Section 7.11     At least forty-eight (48) hours prior to the conference, the employee and Union shall be provided with a written notice of the charges which may be the basis for disciplinary action and any transcripts, records, written statements, video tapes, test results, and notice of the employees right to union representation. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense; (2) appear at the conference and have his representative present an oral or written statement in defense of the employee or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference. A designated representative of the Union may attend pre-disciplinary conferences, whether or not requested by the employee, in order to maintain the integrity of the collective bargaining agreement.

Section 7.12     Within ten (10) workdays after the conclusion of the conference, the Chief of Police or his designee will issue findings and a recommendation of discipline to the Safety-Service Director. Thereafter, the Director will review the facts of the matter and uphold or amend the Chief's recommendation. The Director's determination shall be provided to the employee and Union within twenty (20) workdays after the receipt of the Chiefs recommendation.

## ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1     The definition of a grievance shall be any dispute or difference, including but not limited to suspension or removal that arises between the City and the F.O.P./O.L.C. or a bargaining unit employee as to the interpretation or application of any provisions of this Agreement. The procedure outlined below shall be used to resolve any grievance that arises between an employee and the City or the F.O.P./O.L.C. and the City.

All grievance hearings between the grievant or the Union will be held at the work place.

In steps 1 through 4 the grievant and his representative shall be given a written notification of the hearing, at least seventy-two (72) hours prior to the hearing. Notification shall include time, date and location of the hearing. The notification must be signed for by the grievant/representative for verification of receipt.

A supervisor directly involved in a grievance cannot conduct a grievance hearing on the same issue at a later step. A grievance cannot be initiated at a step involving a supervisor at a lower

rank than the supervisor who made the decision being grieved.

Section 8.2      Grievances Shall Be Timely Filed. To be considered, a grievance must be taken up at the first step within twenty (20) calendar days of its occurrence, or when the employee, exercising reasonable diligence, can reasonably be assumed to have become aware of the cause for the grievance. Any grievance which is not timely filed shall be considered void.

The City shall provide all documents requested by the Officer Coordinator in accordance with Ohio's Public Records Act.

Section 8.3      Grievance Steps.

A.      Step 1.      An aggrieved employee shall first take up his grievance orally with the employee's immediate supervisor. If the complaint is resolved informally at Step 1, the aggrieved employee's immediate supervisor shall provide the Chief of Police and the F.O.P./O.L.C. with a copy of the grievance, the resolution reached, and the reasons for and supporting that resolution which resolution must be approved by the Chief of Police. If the complaint is not resolved informally, the grievance shall proceed to Step 2 of the grievance procedure within ten (10) work days of the oral discussion referred to above or it will be considered to have been satisfactorily resolved.

B.      Step 2. The grievance shall be presented in writing to the aggrieved employee's Watch or Section Commander stating the exact violation alleged, the Section of the Agreement alleged to have been violated, and the correction desired, along with a summary of the results of the informal discussion. Within ten (10) work days after receipt of the grievance, a grievance meeting shall be scheduled with the Watch or Section Commander who shall issue a written response to the grievance with supporting reasons within five (5) work days after the close of the grievance meeting. Each party may have two representatives present, including the grievant. If the grievance is not resolved at this step, the grievance shall proceed to Step 3 of the grievance procedure within ten (10) work days of the issuance of the written response at this Step.

C.      Step 3.      The Chief of Police or his designated representative shall schedule a grievance meeting within ten (10) work days after receipt of the grievance at this step and shall issue a written decision of the grievance within ten (10) work days after the close of such grievance meeting. Each party may have two representatives present, including the grievant. If the decision of the Chief or his designated representative at this step of the procedure is not acceptable, the grievance and all material relevant to the grievance may be submitted to Step 4 of the grievance procedure within ten (10) work days of receipt of the decision of the Chief or his designated representative.

D.      Step 4.      The Safety-Service Director shall convene a hearing within ten (10) work days after receipt of the grievance at this Step 4 and shall make a final decision in writing on the matter within ten (10) working days after this hearing. Each party may have three representatives present, plus any employee witnesses required for a full and complete hearing. However, the Safety-Service Director's decision shall be subject to the arbitration procedure.

E.      Step 5.      Arbitration. If a matter has not been satisfactorily settled through the procedure set forth above, the F.O.P./O.L.C. through the Officer Coordinator, within thirty (30) work days

after the issuance of the decision of the Service-Safety-Service Director, or longer if agreed, may request in writing that the matter be submitted to arbitration. In the event of arbitration, the parties shall state in writing the issue or issues to be arbitrated and shall attempt to agree upon an arbitrator. In the event of a failure to mutually agree upon an arbitrator, the City and the F.O.P./O.L.C. will request a list of seven (7) names of arbitrators from Area #15 of the Federal Mediation and Conciliation Service (FMCS); provided however, that as to a particular grievance to be arbitrated, the parties may mutually agree, at the outset, to have the arbitrator selected from a panel to be furnished by the American Arbitration Association (AAA), and in such a particular case AAA shall be considered substituted for FMCS in the language of this Article. Each party shall have the option to completely reject the list of names and request another list only once. Within five (5) working days after the day of receipt of the list of arbitrators from FMCS, the City and the F.O.P./O.L.C. will alternately strike names from the list until the name of one (1) arbitrator remains. The party to strike first shall be determined by a flip of a coin; and in each succeeding arbitration, the City and the F.O.P./O.L.C. then will alternate being the first party to strike a name. The City and the F.O.P./O.L.C. will notify FMCS of the arbitrator whose name is not struck and who will serve as arbitrator for the grievance. Each party shall have the right to reject one list submitted by the FMCS.

As soon as the arbitrator has been selected, he shall proceed to schedule a hearing on the matter in dispute. The F.O.P./O.L.C. and the City shall be afforded a reasonable opportunity to present evidence and be heard in support of their respective positions. Each party shall bear the expense for the cost of calling its witnesses (including any lost wages) to testify in its case. Each party shall bear one-half (1/2) the cost of the expenses incident to the cost of the services of the arbitrator. Either party may demand that a written transcript of testimony be taken, to be included in the expenses of arbitration, which shall be divided equally between the City and the F.O.P./O.L.C. If the grievance is sustained by the arbitrator, the grievant and the grievance representative shall suffer no loss of pay for attendance at the arbitration hearing scheduled during the respective persons normal duty hours and will be entitled to equal compensatory time off for time spent in attendance at the arbitration hearing during the respective persons off-duty time; provided that if the grievance involves more than one (1) grievant, one of the grievants shall be selected as a spokesperson and be accorded the no-loss-of-pay or compensatory time privilege in the event the grievance is sustained.

F. The arbitrator shall make a decision within thirty (30) calendar days after submission of the case to him after such hearing. If such decision is within the authority herein conferred upon him, it shall be final and binding upon the City and the F.O.P./O.L.C. and upon the employee or employees involved. It is agreed that the authority of the arbitrator shall be as follows:

1. The arbitrator shall have the authority to interpret this Agreement and apply it to the particular case under consideration, but shall be limited to interpretation and application of this Agreement.
2. The arbitrator shall have no authority to add to, strike from, or modify any of the terms of this Agreement, or to pass upon any issue excluded from arbitration by the terms hereof.
3. The arbitrator shall have the authority to decide only the issue or issues which the parties have agreed to submit to the arbitrator as above provided.

Section 8.4 The grievant shall have an opportunity to fairly present his case by the presentation of witnesses or other pertinent information. A grievant and appropriate witnesses shall be entitled to be present at any step in the grievance procedure and shall not lose pay as a result of such attendance if a Step 1, 2, 3, or 4 meeting is scheduled during working hours, except that if the grievance

involves more than one (1) grievant, one of the grievants shall be elected spokesperson and shall be accorded the no-loss-of-pay privilege.

Section 8.5 The time limits imposed in this Article may be extended at any step by mutual consent of the parties, which shall be in writing. The parties, by mutual agreement, may also agree to skip any step of the grievance procedure in order to promote the expeditious resolution of a particular grievance.

Section 8.6 If the City fails to respond within the established time limits at any step of the grievance procedure, the grievant may pursue the grievance to the next step of the procedure; provided, however, if there is no timely answer at Step 3 the grievance shall be considered resolved in favor of the grievant without precedence.

Section 8.7 As used herein, "work days" shall be defined Monday through Friday, but excluding holidays and the date the grievance is filed, appealed, or answered. No hearing, as provided in Steps 2, 3, and 4 herein, shall be scheduled with less than twenty-four (24) hours notice to all parties.

## **ARTICLE 9 - LABOR MANAGEMENT COMMITTEE**

### **Section 9.1.**

A. The City and the F.O.P./O.L.C. agree that certain subjects, encompassed by Article 6 of this Agreement, are not appropriate for collective bargaining as defined at 4117.01(G) of the Ohio Revised Code. Nevertheless, employee morale and efficiency may benefit from an informal discussion of the subjects that take place outside of the scope of Chapter 4117 of the Revised Code.

B. Accordingly, there is hereby established a Labor-Management Committee whose purpose is to engage in the informal discussion of such subjects. The F.O.P./O.L.C. recognizes that, by supporting the establishment of this Committee, the City is in no way impairing any of the rights reserved to it either by Section §4117.08 of the Revised Code or by Article 6 of this Agreement.

C. In addition to the Chief of Police and the Officer Coordinator, three (3) representatives shall be appointed by the City and three (3) representatives shall be appointed by the F.O.P./O.L.C. to serve on the Committee. Meetings shall be held quarterly at a mutually convenient time; and shall be held in executive session, provided however that a special meeting may be held upon the written request of either the City or the F.O.P./O.L.C. stating the specific purpose of the special meeting and the reason such purpose cannot await the next regular quarterly meeting time. Three (3) days prior to a meeting under this paragraph, each party shall serve on the other a written agenda of items to be discussed. In default of such notice no meeting will take place.

D. Committee discussions shall not encompass individual grievances or problems which have not been taken through the normal chain of command, unless a problem is such that it cannot be solved at the Department level.

**ARTICLE 10 HOURS OF WORK AND OVERTIME**

Section 10.1 Work Day and Work Week. The present watch hours of the City's Police Department are as follows:

1 <sup>ST</sup> Watch	6:00 a.m. to 2:00 p.m.
2 <sup>nd</sup> Watch	2:00 p.m. to 10:00 p.m.
3 <sup>rd</sup> Watch	10:00 p.m. to 6:00 a.m.
Mid-Watch	7:00 p.m. to 3:00 a.m.

Subject to providing the F.O.P./O.L.C. with two (2) calendar weeks notice in writing, any change in the scheduling of the length of the work day and the length of the work week shall be made by the Chief of Police. The starting times of watches will not be rescheduled more than one

(1) hour before or after the present starting times of the watches. Rescheduling of watches shall not be used for the primary purpose of avoiding the application of overtime. There will be no rotating watches for employees covered by this Agreement during the term of this Agreement. During the term of this Agreement, the Mid-watch may be assigned a regular schedule of ten (10) hour watches, subject to the requirements of notifying the F.O.P./O.L.C. under this Section and the requirements of Article 14 on posting and assignment placement.

Section 10.2 Overtime. Whenever it is necessary for a sworn officer to work in excess of eight (8) hours in any twenty-four (24) consecutive hour period or in excess of forty (40) hours in any six (6) consecutive day period, the officer shall be entitled to time and one-half for the excess hours actually worked; provided that, there shall be no overtime paid to officers who, at their request, work more than eight (8) hours in a twenty-four (24) period while changing watches; and provided further that the overtime entitlement for employees assigned to four (4) ten (10) hour watches in a seven (7) calendar day period shall be for time actually worked over ten (10) hours in any twenty-four (24) consecutive hour period or in excess of forty (40) hours in a seven (7) consecutive day period. Time and one-half overtime pay shall not be applicable to the hours scheduled and worked within the multiple week cycle.

Overtime is considered useful to maintaining peace and order in areas that the Police Department has a statutory responsibility to perform. However, any overtime must be directed and approved by the Safety- Service Director, the Chief of Police, or their designated representative prior to being worked. Police officers may refuse overtime; however, when it is imperative that the overtime be worked, the employer shall post a notice of overtime opportunities known by the employer as soon as possible. Bargaining unit employees shall only have the opportunity for overtime posted within their bargaining unit. If no one has signed up for the overtime opportunity, and it is imperative that the overtime be worked, then the employer will notify the employee that will be required to work the overtime at least twenty-four (24) hours before the start of the shift which requires the overtime. To fill such a vacancy, the employer will hold over the least senior employee scheduled to work the prior shift (for four (4) hours) and order the least senior employee scheduled to work the succeeding shift to start four(4) hours early. Employees may sign up for these overtime opportunities.

Short notice overtime (less than twenty-four (24) hours notice) shall be offered to on duty personnel from the most senior to the least senior. If it is imperative that the overtime be worked, and

nobody has volunteered to work the overtime, the employer will hold over the least senior employee scheduled to work the prior shift (for four (4) hours) and order the least senior employee scheduled to work the succeeding shift to start four (4) hours early. If the employer has made every effort to notify the succeeding shift officers to start work four (4) hours earlier and could not make such notification, it is understood that the prior shift officer that was held over may have to work more than four (4) hours of overtime.

The Chief of Police will have the authority once in each forty-two (42) day work schedule to change an employee's days off to provide training and not pay overtime due to the schedule change. The Chief may also reschedule an employee's hours of work on a scheduled day of work to provide training and not pay overtime due to the schedule change. Such rescheduling applies only to the employee(s) being trained and will be in increments of eight (8) hours. The days off will be rescheduled as mutually agreed between the employee and the employee's watch commander. At least seven (7) days prior notice of such rescheduling of days off and hours worked will be given to the employee by the Chief of Police. The department agrees to continue its policy of paying travel time to all employees traveling in a vehicle, regardless of which employee may be driving. If an officer volunteers for training, he/she shall not be compensated for travel time. On the other hand, if management sends an officer to training, he/she will be entitled to payment for travel time in the form of compensatory time or cash.

Section 10.3 Compensatory Time. In lieu of the overtime provided above, an employee may request compensatory, off-duty time at the rate of time and one-half for the hours of overtime actually worked; provided that no employee may accrue entitlement to compensatory time off in excess of four hundred eighty (480) hours. Compensatory time off, in minimum increments of One (1) hour must be requested by employees for time off occurring within the six (6) month watch bid period, and shall be requested in writing as far in advance as possible and no later than the end of the employee's regular shift on the workday before the day desired off. Emergency requests for comptime after this deadline may be granted by the Watch Commander, on a case by case basis. All requests for comptime for the two (2) days following the day of request shall be answered at least twelve (12) hours prior to the beginning time of the time off. All other requests shall be answered within forty-eight (48) hours of the request. Requests for comptime off which would require the City to incur overtime expense may be denied. Employees will not be compelled to take compensatory time off. Once comptime off is approved, it shall stand approved. The granting of all compensatory time off is subject to operational demands.

Section 10.4 Court Time. All officers subpoenaed to appear in court on matters pertaining to or arising out of police business shall collect the fees and turn the fees and subpoenas in pursuant to Departmental procedures. Whenever it is necessary for an off-duty officer to appear either in Municipal Court, any other official court, or in any administrative hearing on matters arising from police business, or to meet with the Prosecutor for a pretrial conference, the off-duty officers shall receive pay at the rate of time and one-half times his regular rate of pay for a minimum of three (3) hours; provided that no minimum applies to any appearance required within thirty (30) minutes of the end of an officers scheduled hours and any overtime for such appearances related to his work duties. However, for cases scheduled during normal work hours that require any travel time outside of normal working hours, the employee will receive one and one half (1 1/2) times his/her normal rate of pay for hours traveled. Off-duty time scheduled by the officer after receipt of notice requiring the officers appearance shall not be construed to qualify an officer to receive the court time premium

specified in this paragraph. This minimum guarantee shall apply only once in any three (3) hour period. Any time the hours compensated for by the minimum court time payment hereunder overlap with any other hours worked for which an employee receives premium pay, the employee shall only be paid one (1) premium for such hours of overlap.

An off-duty officer who is required to appear in court on matters arising from police business and extend his time beyond his normal shift shall be paid at the rate of time and one-half for time beyond his regularly scheduled shift. An off-duty officer who is required to appear in court shall call a telephone number designated by the Chief of Police no later than 1700 hours on the day preceding the appearance to ascertain if the action is still pending. If told the action is still pending the officer shall appear and shall be provided the applicable court time pay, even if the action is canceled.

Section 10.5 Call-In Pay. Any time an employee is called to work after leaving work, or on a day when he is not scheduled to perform an overtime work assignment, the employee shall be given a minimum of four (4) hours pay at one and one-half (1-1/2) times his regular rate of pay. This minimum guarantee shall apply only once in any four (4) hour period. This minimum guarantee shall not be applicable to:

1. hours of work which abut the end of an employee's regular work shift, or a voluntary pre-scheduled overtime work assignment.

2. a call-in which occurs within thirty (30) minutes of the end of a shift or overtime assignment (although the employee will be paid his applicable hourly rate for the time between the end of his shift or assignment and the call-in;

3. a call-in which begins one (1) hour or less prior to the beginning of an employee's regular work shift;

Section 10.6 Stand-By Pay. Stand-by pay is defined as payment for an assignment which requires an employee to be available on a continuous basis during his normal off-duty hours. Stand-by time shall not be considered as hours worked for purposes of overtime. Stand-by assignments shall be determined by the Service-Safety Director or the Chief of Police. The rate of stand-by pay shall be determined as follows:

A. Employees on stand-by for a period of at least one (1) hour and up to sixteen (16) hours will receive two (2) hours pay;

B. Employees on stand-by for a twenty-four (24) hour period will receive four (4) hours pay;

C. Employees on a weekend stand-by or for a forty-eight (48) consecutive hour period of similar duration will receive eight (8) hours pay;

D. In those instances where an employee is required to be on stand-by during a seven (7) day period, which includes two (2) days off, in which the employee is otherwise working as scheduled, said employee will receive an additional sixteen (16) hours pay.

An officer who is called to work (other than as regularly scheduled) while on stand-by shall be paid, instead of stand-by pay, time and one-half for all hours worked, but not less than the applicable amount stated above.

Section 10.7 Any employee covered by this Agreement who is required to perform all of the duties of a Field Supervisor by an oral or written order for a period of four (4) consecutive hours shall be paid at the rate of pay of such supervisory position for the entire period of the assignment.

Section 10.8 An employee shall be entitled to be paid only one (1) premium for a given hours work. The City reserves the right to take disciplinary action against an employee who knowingly submits a false claim for benefits covered in this Article.

Section 10.9 Out of State Extradition, Court Subpoena. When assigned to or ordered to appear on an out of state extradition, investigation or court subpoena, the employee shall receive pay for all time actually worked.

Section 10.10 For purposes of compliance with the Fair Labor Standards Act, the City shall pay overtime for all hours actually worked over one hundred seventy-one (171) in any twenty-eight (28) day period in accordance with the Act. For purposes of compliance with this Article, the City shall comply with this Article.

## **ARTICLE 11 PROBATIONARY PERIOD**

Every newly appointed employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day after the employee completes basic police officer training or twelve (12) months after the employee's date of hire, whichever occurs first, and shall continue for a period of one (1) year. Time spent on a leave of absence, with or without pay, except for personal days, compensatory time, holidays, vacation, or sick leave of less than forty (40) consecutive hours, shall not be counted as part of the probationary period. A newly appointed probationary employee may be terminated at any time during his probationary period and shall have no right to appeal such termination, or file a grievance.

## **ARTICLE 12 REASONABLE SUSPICION DRUG/ALCOHOL TESTING**

Section 12.1 The City and Union recognize that drug use by employees is a threat to the public welfare and the safety of employees. It is the purpose of this policy to discourage illegal drug use through education, rehabilitation and discipline. The possession, use or being under the influence of alcoholic beverages or illegal or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty.

Section 12.2 Prior to any testing, employees shall be fully informed of this policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the City shall inform employees about how all testing hereunder is conducted, what the test determines and the consequences of a positive test. All newly hired

employees will be provided with this information at date of hire.

Section 12.3 It shall be the policy of the City to randomly test five percent (5%) of all covered employees for alcohol per year and to randomly test twenty percent (20%) of all covered employees for drugs per year. The selection and testing of employees, under this section, shall be performed by an outside company or agency. Members whose names are drawn but are not on duty but will return to duty within twenty four (24) hours shall be tested upon their return.

Section 12.4 The City encourages those employees who may have an alcohol and/or drug problem to seek professional treatment on their own initiative. No employee with a drinking or drug problem will have their job security or promotional opportunities jeopardized by such a request for treatment. However, a request for treatment will not exonerate an employee from discipline where the City has initiated disciplinary action against the employee for violating City policies prior to a request for treatment.

Section 12.5 Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided by reliable and credible sources and independently corroborated;
- E. Evidence that an employee had tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 12.6 Post-Accident Testing. All employees who have caused or contributed to an on-the-job accident shall be required by a supervisor to submit to a drug/alcohol test. --This test will be administered as soon as possible after medical attention is received, or within eight (8) hours for alcohol and within thirty-two (32) hours for drugs. Accident for this purpose is defined as an unplanned, unexpected, or unintended event which occurs during the conduct of City business, or during working hours, or which involves City-supplied motor vehicles used in conducting City business, or within the scope of employment, and which results in any of the following:

- 1. A fatality of anyone involved in the accident;
- 2. Bodily injury requiring off-site medical attention;

3. Disabling damage to any motor vehicle requiring towing; or

4. Any accident that results in a traffic citation.

The use of force or deadly force within the scope of employment shall not be considered an accident for the purposes of this section.

Section 12.7. Drug/alcohol testing shall be conducted solely for administrative purposes, and shall not be used by the City administration to initiate criminal proceedings. To the extent allowable by law, the results of drug/alcohol screening or testing shall not be released to a third party. Disciplinary action shall not be based solely upon the initial testing results alone.

Section 12.8. All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the City and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. An employee has the right to request his grievance representative be present at the submission of the test sample. The representative shall be present for observation only and may not affect the process. No test will be delayed to allow the representative to be present.

Section 12.9. Alcohol testing shall be done to detect employees reporting for duty or on duty while under the influence of a blood alcohol concentration of .04% or above. A positive result shall entitle the City to proceed with sanctions as set forth in this Article.

Section 12.10. The results of the testing shall be delivered to the Human Resources Director and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right of access to the results upon request of the City, with the employee's consent. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.

The City may at any time place an employee on paid administrative leave pending the results of the drug test. If the screening test and confirmatory test are positive, the City may discipline the employee including withholding payment for any days the employee has already been suspended.

The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

Section 12.11. The Medical Review Officer (MRO) shall notify each employee who has a confirmed positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the employee does not request a test of the split specimen within the authorized time limit or if the analysis of the split specimen confirms the positive results of the original test, the City may proceed with the sanctions as set forth in this Article.

If the analysis of the split specimen fails to reconfirm the positive results of the original test or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report the cancellation and reasons for it to the City and the employee.

The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.

Section 12.12. If the testing required above has produced a positive result the City may require the employee to participate in any rehabilitation or detoxification program covered by his insurance, or of his choice. An employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program. Prior to being placed on leave without pay, the employee may use any accrued sick or vacation leave. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his former position. Such employee may be subject to random periodic retesting upon his return to his position for a period of five (5) years from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days. Any positive test hereunder shall cease to have force and effect for progressive disciplinary purposes after five (5) years, if no intervening discipline during that period occurs.

Section 12.13. If the employee refuses to undergo rehabilitation or detoxification or if he tests positive during a retesting after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

Section 12.14. Costs of all drug screening tests and confirmatory tests shall be borne by the City except that any test initiated at the request of the employee (other than post-accident testing) and all periodic retesting upon return to work after rehabilitation shall be at the employee's expense.

Section 12.15. The provisions of this Article shall not require the City to offer a rehabilitation/detoxification program to any employee more than once.

Section 12.16. Any employee in the Special Investigations Section who uses any substance prohibited herein in a manner as authorized by his supervisor as a part of his official duties must report the use thereof to his immediate supervisor as required by Department policy. In such case, the employee will not be tested as provided herein based solely on this report. Furthermore, if the employee would incur an industrial accident, the employee may offer evidence of any contemporaneous job-related use as an affirmative defense.

**ARTICLE 13 INSURANCE**

Section 13.1. The terms and conditions of insurance shall remain intact until December 31, 2013. Effective January 1, 2014, all provisions of this Article shall be implemented, except that the committee will be able to meet and evaluate insurance with any decisions not effective until January 1, 2015. For all employees covered by this Agreement, the City shall provide comprehensive major medical/hospitalization health care insurance and ancillary coverage. The plan offering will be reduced to writing and set forth in Appendix A and will be updated to reflect changes made pursuant to this Article.

Section 13.2. Employees, beginning January 1, 2014, shall contribute to the cost to the City of both the single and family plan as follows by means of a monthly payroll deduction. A Section 125 premium conversion plan will permit employee contributions to be made on a pre-tax basis.

Monthly Medical, Prescription, Dental & Vision Cost

PPO Plan Coverage	Employer	Employee	Total Base Contribution
Single Plan	\$560.12	\$45.00	\$605.12
Family Plan	\$1,436.22	\$75.00	\$1,511.22

Should the plan costs exceed the total base contribution amounts set forth above, the participating employee shall be required to contribute fifty percent (50%) of the amount in excess of the total in order to continue participation.

Determination of the Plan Cost:

For January 1, 2015 rates, actual healthcare plan cost will be determined using a retrospective formula that uses twelve (12) months of plan expenses (Exhibit B) using data from the period of July 1, 2013 through June 30, 2014. Should the plan costs (Exhibit B) exceed the total base contribution amounts set forth in Exhibit A, participating employees shall be required to contribute fifty percent (50%) of the amount in excess of the total base contribution in order to continue participation. The same process shall be repeated for the January 1, 2016 rates, comparing the July 1, 2014 to June 30, 2015 actual plan costs to the total base contribution amounts set forth in Exhibit A; and so on for subsequent years.

Exhibit B: Plan Costs:

- Carrier Claim Expense (net of claims minus stop loss reimbursements for the period)
  - Medical
  - Prescription (again - paid prescription claims minus rebates received)
  - Dental (for employee only)

Vision (Basic)  
Chiropractic and Massage Therapy

- + Carrier Administrative Expense
  - Medical
  - Prescription
  - Dental (for employee only)
  - Vision (Basic)
  - Chiropractic and Massage Therapy
- + Stop Loss Insurance premium and costs
- + Outside Expenses
  - Consultant fees (e.g., C-Biz and E.S. Beveridge)
  - Wellness Program Fees
  - HRC Fees and taxes, [to be discussed]
- = Total plan cost for the period

Note: if any of the above plans are fully insured, the premium expense for that plan shall be substituted.

Section 13.3. Carrier Changes for City Coverage. If, during the life of this agreement, it becomes necessary for the City to change carriers, the City agrees to provide notice to the Union through the Insurance Committee in advance of such action.

Section 13.4. Insurance Committee/Insurance Changes for City Coverage. The Union agrees that the City shall maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. The Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the City bargaining units having members receiving insurance benefits through the City insurance plan, three (3) representatives of the City/designee, whichever is needed for an odd number. The insurance committee shall have the authority to approve program coverage changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote.

The Committee may recommend any of the following options:

- A. To keep the same plan and pass on any cost increase above the levels set forth in Section 2 of this article to the parties; or
- B. To change the plan and alter the benefit levels so that there is no increase in the cost of the plan; or
- C. To change the plan and alter the benefit levels and, if there is an increase in the cost of the plan above the levels set forth in Section 2 of this article, pass that increase along to the parties.

Section 13.5. Committee Recommendations for City Coverage. Recommendations of the committee cannot be unilaterally changed by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee makes no recommendation by June 1 or thirty (30) days prior to renewal for the following plan year, the City may unilaterally adjust the

benefit levels if required to stay within the costs set forth in Section 3. If the committee is going to recommend that the City go out for bid for the following year, the committee must provide the City with the necessary information by April 1 preceding the plan year for which bids are taken.

Section 13.6. Opt Out. An employee who provides satisfactory proof of medical coverage under another group employer sponsored insurance plan may waive medical coverage. An employee who waives coverage will receive \$1,500 annually. Payments will be made in December of the calendar year coverage is waived. Payments for new hires, terminations, etc., will be pro-rated. City employees married to one another are not eligible for the waiver stipend if both employees remain on the City sponsored health plan.

Section 13.7. Employee Costs. Employees shall contribute pre-tax dollars towards the cost of their hospitalization, vision and dental group insurance.

Section 13.8. Wellness. As part of the City's Wellness Program, employees, who participate in annual screenings and complete annual health assessments made available by the City's health insurance provider, will, for simply participating in such screening and completing the assessment, receive a gift certificate with a value of at least \$50.00. A spouse of an employee, who is enrolled in the City's family medical coverage plan, may participate in this same wellness initiative and thereby receive a gift certificate of like value.

Section 13.9. Life & Accidental Life Insurance In addition to the plan of medical/hospital/surgical insurance and dental insurance, there shall be made available to full-time employees in the bargaining unit, upon the terms and conditions set forth below, life, accidental death and dismemberment, and professional liability insurance, as follows:

A. Group life and accidental death and dismemberment insurance in the amount of \$25,000 per employee, covered by this Agreement after its effective date shall be paid by the City.

B. Professional liability insurance with maximum limits of \$1,000,000 per person; \$1,000,000 per incident, and \$1,000,000 per aggregate, subject to the limits and exclusions contained in the applicable insurance policy. It is understood and agreed that the City has the option to self-insure if liability insurance becomes unavailable.

C. Retirement health savings plan - the employer agrees that members of the bargaining agreement may, through payroll deduction, contribute a portion of their pay into an individual retirement health savings plan.

D. Retired employees are eligible for inclusion in the City's group life insurance coverage if such inclusion is allowed by law and if the actual additional cost to the City, as the result of the retired employee's inclusion in the group, is calculated by the life insurer or other actuary and the retired employee reimburses the City for this actual additional cost. The "actual additional cost to the City" is not the per employee rate charged to the City by the life insurer.

Section 13.10. The City intends to comply with C.O.B.R.A. to the extent as set forth in such law.

## **ARTICLE 14 SENIORITY**

Section 14.1 Definition of Seniority. Seniority shall be defined as an employee's length of

continuous and uninterrupted service as a sworn officer within the Police Department. Where two (2) or more employees have the same seniority date, the employee with the highest entrance level score shall have the greater seniority. Seniority shall be considered terminated or interrupted only in the event any of the following occur:

- A. If the employee quits;
- B. If the employee is discharged for just cause accepted or upheld by proper authority;
- C. If the employee does not return at the expiration of a leave of absence or if the employee takes other employment during a leave of absence, unless consented to by the Chief of Police;
- D. If the employee is absent for more than ninety (90) days after termination of military service;
- E. If, while on layoff status, an employee fails to report to work within seven (7) days after being notified by certified mail, return receipt requested, to the employee's last address of record with the City;
- F. If the employee is absent from the employment of the City by reason of layoff for thirty-six (36) consecutive months.

Section 14.2 Watch. The definition of watch is: one of three eight (8) hour periods everyday to which employees are routinely scheduled for their regular work (plus a 4th watch - mid-watch: used on an as needed basis as directed by the Chief of Police). Watches in the Mansfield Police Department are: 0600 - 1400; 1400 - 2200; 2200- 0600; and, mid-watch - as designated by the Chief. Within the smallest organization unit to which an employee belongs, those who have completed their new hire probationary periods and who occupy the exact position as another employee in the unit, but on a different watch, may change the watch to which they are assigned beginning with the first cycle after each October 1 and April 1. Employees desiring to change watches shall submit a request before the beginning of the applicable six (6) month period. Watch preference is granted based on seniority as defined herein.

Section 14.3 Layoffs. All layoffs and job abolishments in the Department shall be pursuant to § 124.37 of the Ohio Revised Code. For the purpose of this section "point of service" shall be defined in the same manner as seniority in Section § 14.1 above. It is the specific intent of the parties that this Article shall specifically supersede Section § 124.321 through § 124.328 of the Ohio Revised Code as it relates to municipalities and, the Civil Service Rules and Regulations of the City of Mansfield. The Employer shall provide at least thirty (30) days notice to any bargaining unit member prior to that member being laid off.

Section 14.4 Filling Positions.

A. Definitions. As used in this Article, a "position" is the group of job duties to be performed by an individual employee on a regular scheduled basis as assigned by the Chief of Police. A "new position" is a position established and/or created within the sworn officer compliment of the Division of Police by the enactment of City Council which was not in existence prior to the date of this Agreement. An "open position" is an existing position vacated by the promotion, transfer, reassignment or separation of an employee, which vacancy the Chief desires to fill. "Assignment" as used herein is a group of specialized job duties performed by employees appointed to a division team or unit authorized to perform such specialized tasks, as assigned by the Chief of Police, which currently are as follows: S.W.A.T., Hostage Negotiation Team, U.S. Marshall's Fugitive Task Force, School Resource Officer and such other assignments as determined by the Chief of Police. The number and type of specialized

units in the division, and the number of members of each unit shall be determined at the discretion of the Chief of Police. Any new or open position, except those listed above as assignments shall be subject to the bidding provisions as set forth in this Article. Positions and assignments in the Special Investigative Unit, and the DARE Program are not included in the definition of new or open positions, covered by the provisions of this Article and are filled at the discretion of the Chief of Police.

B. Posting. The Chief of Police shall post all new or open positions and assignments which he desires to fill on Department bulletin boards. All employees who have completed their new hire probationary period desiring to fill a new or open position or assignment shall have, in the situation of a biddable new or open position, ten (10) days to submit bids and in the situation of an assignment, ten (10) days to submit an interest in such assignment. The FOP/OLC shall be provided copies of all postings and all bids and interests received.

C. Awarding of Position. Appointments to new or open positions shall be awarded to the eligible bidder with the most seniority (as defined herein).

D. Position Probationary Period. Employees placed in new or open positions hereunder shall serve an eighty-four (84) day probationary period. Employees may voluntarily rescind their bids and return to their former position any time prior to the end of the fifteenth (15th) calendar day after their appointment. Employees who evidence unsatisfactory performance may be returned to their former position any time during the probationary period. Upon completion of the probationary period, the employee must remain in the position for 6 months, except for K-9, which must remain for Twenty-four months after certification.

E. Voluntary Vacation of Bid Position

1. Employees who have served at least six (6) months in a bid position may request, in writing, by each March 1 or September 1, to return to Patrol.
2. No more than one (1) employee, or thirty-three percent (33%) of the employees in any one section, whichever is more, may be transferred back to Patrol at any one time. Requests shall be honored based upon uninterrupted section seniority.
3. Upon receipt of a request, the returning employees position will be posted for ten (10) days. Only employees who have completed their new hire probationary period are eligible to bid. If bids are received, the most senior bidder shall be awarded the position, and shall serve a probationary period as provided in Section D herein. If no bids are received, the Chief of Police, in his sole discretion, may award the position to the least senior employee who has completed their new hire probationary period or choose to leave the position vacant until such time as he chooses to re-post the position. Such employee must remain in the bid position at least until the watch bid six (6) months later, at which time the employee can request to vacate such position as provided herein.
4. Employees requesting to return to Patrol hereunder are eligible to bid on other posted positions during this thirty (30) day period or may utilize their seniority for watch preference in Patrol at the pending watch preference date.
5. Employees from Patrol who are awarded bid positions hereunder may, if applicable,

utilize their seniority for watch preference in their new section or unit at the pending watch preference date.

F. Abolishing Positions. Whenever an established position within a bureau is to be eliminated, the least senior employee occupying the position shall be transferred.

## **ARTICLE 15 PAID LEAVES OF ABSENCE**

### **Section 15.1 Sick Leave.**

A. Accrual. Full-time bargaining unit employees earn .05769 hours of sick leave for each non-overtime hour in active pay status. For purposes of this Agreement, active pay status is a period when an employee is eligible to receive pay from the City and includes hours worked, vacation leave, sick leave, wage continuation, holidays, compensatory time off, paid military leave, jury duty, bereavement leave, personal days, and paid union leave. Employees may accrue and carry over all sick leave earned with no limits.

B. Employee's Responsibility. An employee who wishes to apply for sick leave shall first, in accordance with requirements and procedures established by the Service-Safety Director and the Chief of Police, have the Department notified of his desire to use sick leave and the reason for his request. Such notice shall be given at least one (1) hour in advance of the starting time of the shift for which the employee is requesting sick leave.

The employee shall apply for sick leave by submitting to the Department, in accordance with requirements and procedures established by the Service-Safety Director and the Chief of Police, an illness or injury slip supporting his use of sick leave, plus any written documentation which is or may be required pursuant to this Article. Such slip shall be submitted no later than three (3) days after the employee's receipt of the slip.

When a signed statement and/or a physicians certificate is required, the Department may provisionally approve an employee's application for sick leave until an illness or injury slip has been properly submitted in accordance with this Article. However, a provisionally approved application for sick leave shall be deemed disapproved should an employee fail to properly submit either a slip or any written documentation which is or may be required pursuant to this Article. Furthermore, should any employee fail to timely and properly submit the slip or any written documentation which is or may be required, then that employees application for sick leave shall be deemed disapproved.

C. Approval/Disapproval of Sick Leave. An employee with sick leave entitlement may have his application for sick leave approved when the sick leave has been requested, and in fact is taken, for one of the following reasons:

1. Illness or injury or pregnancy or child birth related conditions of the employee;
2. Physical, dental, optical or psychological treatment of the employee by an appropriate practitioner;
3. Illness or injury of a member of the employee's immediate family which

requires the employee's attendance and personal care. "Immediate family" means the employee's spouse, child, stepchild, mother, father, mother-in-law, father-in-law, or person with whom the employee maintains a spousal relationship or to whom the employee stands in the place of a parent. Documentation justifying the employee's attendance and personal care must be provided with the request for leave;

4. Enforced quarantine of the employee in accordance with the community health regulations;
5. Where wage continuation has expired and the employee must be absent from work for an additional period due to job-related injury.

D. Payment. Employees absent on approved sick leave shall be paid their applicable straight-time hourly rate, with the minimum increment charged being two (2) hours.

E. Such approved use of sick leave will be with full normal pay. Any employee may be required to submit a satisfactory written and signed statement in support of his application for the use of sick leave.

If an employee reports to work but then leaves and applies for sick leave for the period he was absent from work, the employee, upon approval of his application, shall receive sick leave on an hourly basis.

F. Unauthorized Use and Abuse of Sick Leave. Corrective action shall be taken hereunder for the unauthorized use of sick leave.

1. Definition: "Unauthorized use and abuse" of sick leave means:
  2. failure to timely notify division head of absence;
  3. failure to properly and timely request leave;
  4. failure to provide medical practitioner's statement when required;
  5. fraudulent verification or request;
  6. use for other than an allowed purpose
  7. pattern abuse, or consistent periods of usage (for example, before and/or after holidays, weekends, days off, paydays or overtime worked);
  8. maintaining a zero or near zero balance.

2. Corrective Action:

When unauthorized use or abuse of sick leave is substantiated by the division head, the request for sick leave shall be denied and corrective disciplinary action shall be implemented under the City's disciplinary policy. In addition, the division head may thereafter require a medical practitioner's statement for all sick leave use for the next twelve (12) months.

G. Excessive Use of Sick Leave

1. Separate and apart from the corrective action described above for unauthorized use of sick leave, employees who use sick leave on more than six (6) occasions in any twelve (12) month period, with or without a

physician's statement, shall be subject to progressive disciplinary action for excessive use of sick leave according to the following schedule:

Seventh occasion	informal conference
Eighth occasion	written reprimand
Ninth occasion	one days suspension
Tenth occasion	three day suspension
Eleventh occasion	up to and including termination of employment

2. "Occasion" for this purpose means an individual utilization of sick leave regardless of the number of hours or days involved. A pre-scheduled medical appointment for which leave is requested at least one (1) workday in advance shall not count as an occasion. Use of sick leave for an illness or injury for which the employee has been granted such leave in accordance with the City's policy and procedure regarding compliance with the Family Medical Leave Act [section 5.09 of the Policy & Procedure Manual] or as a disability under the Americans with Disabilities Act shall not count as an occasion. When an employee is notified at work by a licensed child care facility or school of an illness or injury of the employee's minor child which requires the employee to leave work to personally attend to the child, the employee shall be excused from work for the actual time necessary (one hour minimum) to care for the child, which time shall be charged to sick leave. Three times per any twelve (12) month period, any such absence for which the employee is able to return to work within two (2) hours shall not count as an occasion. A notice from a non- licensed child care provider may be approved at the discretion of the appointing authority. A regimen of regular treatments at a hospital, clinic or physician's office, which cannot be scheduled outside the employee's regular hours shall be considered as one (1) occasion, provided, in advance of the second visit, the division head is provided a copy of the physician's statement ordering the schedule of treatment.

3. In the event an employee reaches four (4) occasions in any three (3) month period, the department head may counsel such employee and shall make note in the record of any extenuating circumstances affecting the employee.

H. Credit for Prior Service. Employees who have previously separated from service with the City will be credited with their unused balance of accumulated sick leave upon appointment, if the unused balance has not been converted to cash. Employees are responsible for informing the Human Resources Department of such prior service.

I. Medical Examination. The City may require an employee to take an examination, conducted by a licensed physician chosen by the City. Such physician shall determine the employee's physical capability to perform the essential duties of his position. The cost of such examination shall be paid by the City. Upon receipt of the physician's determination, the employee may, at his expense, obtain a second opinion from a licensed physician chosen by the employee. If the second opinion differs from the first, the City may, at its expense, require the employee to submit to a third examination by a licensed physician jointly selected by the City and the employee. This third opinion shall be final and binding.

J. Sick Leave Conversion Upon Resignation. Upon resignation after eight (8) or more years of service with the City, an employee shall be compensated for accrued sick leave in accordance with the following computation. Compensation for each day of such leave shall be computed on the basis of the employee's annual salary (including longevity) at the time of resignation, divided by 2080, and the

number of compensated hours shall be in accordance with the following schedule:

1. One-third of the first two hundred forty (240) hours (or less) of accrued, unused sick leave, plus,
2. One-fourth of the portion of accrued, unused sick leave in excess of two hundred forty (240) hours but less than nine hundred sixty (960) hours, plus
3. Fifteen percent (15%) of the portion of accrued, unused sick leave in excess of nine hundred sixty (960) hours.

K. Sick Leave Conversion Upon Retirement or Disability. Upon retirement, an employee shall be compensated for accrued, unused sick leave in accordance with the following computation. Compensation for each day of such leave shall be computed on a basis of the employee's annual salary (including longevity) at the time of retirement, divided by 2080, and the number of compensated hours shall be as defined in the following chart:

Seniority for employees hired before 5/27/1990, for the purpose of sick leave conversion only, shall be defined as any time spent as a sworn law enforcement officer with the state of Ohio, county in Ohio, city in Ohio, village in Ohio, township in Ohio, any time earned in the P.E.R.S., P.E.R.S./L.E. pension systems or military time (five years maximum) provided such time has been purchased and recognized by the Ohio Police and Fire Pension Fund at the time of retirement. Seniority for employees hired after 5/27/1990, for this article, shall be defined only as total time in service with the City of Mansfield.

Seniority	Hours
1-25 years	One hour for every 2 hours accrued
25 - 30 years	One hour for every one hour accrued up to a maximum of 1750 hours and one hour for every two hours accrued remaining beyond 1750 hours
Over 30 years	One hour for every one hour accrued up to a maximum of 2000 hours accrued and one hour for every 2 hours accrued remaining beyond 2000 hours

Employees whose most recent date of hire is prior to September 1, 1978, are eligible to convert sick leave after more than 30 years of service with no maximum on the number of accrued hours which can be converted.

L. If an employee otherwise eligible for sick leave conversion under Section 1.H of this Article dies while still employed, then the employee will be considered for purposes of this Section to have retired on the date of his death with over 30 years of seniority, and the employees sick

leave conversion benefits shall be computed in accordance with Section 1.1 of this Article and will be paid to the deceased employee's dependents as defined in Ohio Revised Code Section §4123.59(0)(1)(2).

M. Partial Sick Leave Conversion. An employee who has six hundred (600) hours of accumulated sick leave banked on January 1 of each year may elect to convert up to eighty (80) hours of unused accumulated sick time into compensatory time. Such election shall be made in writing on a form provided by the City delivered by the employee to the City between January 1 and January 31. Only one election per year shall be processed.

Once said sick leave has been converted into compensatory time, it shall not be converted back into accumulated sick leave. The eighty (80) hours will be included in the limitation as specified in Article 10, Section 3.

N. Sick Leave Incentive Bonus. An employee who uses no sick leave during the twelve (12) month period from September 1 to August 31 shall receive a Five Hundred Dollar (\$500) bonus; an employee who uses one (1) day or less shall receive a Four Hundred Dollars (\$400) bonus; an employee who uses two (2) days or less shall receive a Three Hundred Dollar (\$300) bonus. Such bonus shall be payable in a separate check in the second pay period in September of such year.

It is the understanding of both parties that only one (1) bonus can be given under the provisions of this Section.

#### Section 15.2 Wage Continuation

A. Eligibility and Qualifications. Any employee covered by this agreement who suffers a compensable industrial injury or illness shall be eligible for wage continuation benefits in lieu of workers compensation lost time benefits. Payment of related medical benefits shall remain the responsibility of the Bureau of Workers Compensation (BWC). Wage continuation benefits are paid with the written approval of the Service-Safety Director subject to the following conditions.

1. The injury or illness must be determined to be compensable by the City, or in the case of dispute, the Ohio Industrial Commission (OIC). In no event will compensation begin before a state claim number is assigned.
2. Valid medical proof of disability must be provided on BWC Form C-84. The employees attending physician must complete and sign the form in its entirety. Copies are unacceptable.
3. In the case of workplace injuries only, the employee must submit to a drug and/or alcohol test and test negative as defined in the Drug and Alcohol Article contained in this Agreement.
4. The employee must complete a C-1 or OD-1 or a FRO1-1 application, and sign both a wage continuation agreement and a medical release.
5. The City reserves the right to have an employee examined by an occupational health physician to confirm any medical diagnosis and/or period of disability.

6. Wage continuation will be paid for only those periods of lost time that would qualify the employee for receipt of workers compensation lost time benefits.

B. Payment. Wage continuation benefits shall be the employee's then current rate of pay multiplied by the employee's regularly scheduled hours per week. Such payments shall normally commence immediately upon receipt of disability proof and a completed claim application.

C. Employment Status. An employee qualifying for wage continuation shall be considered to be in active pay status. While on wage continuation, an employee shall earn paid leave, earn seniority and have the City's share of any health insurance premium paid (and have the employee's share, if any, deducted from such wage continuation). Employees on wage continuation shall be eligible to reschedule any prescheduled vacation which was to be taken during the period of wage continuation. If such vacation, or other accrued vacation, cannot be taken before the end of the employee's anniversary year, the employee shall be entitled to receive payment for such vacation hours, or, the employee can elect to carry over part or all of such vacation as provided in Section 17.5(E). Such employees shall be entitled to holiday pay for any holidays which occur during a period of wage continuation leave, in addition to wage continuation.

D. Termination of Benefits. Wage continuation will cease upon any of the following conditions.

1. The employee returns to work.
2. The employee's or City's physician releases the employee to return to work.
3. The employee begins working for another employer without prior approval from the Service-Safety Director
4. The employee fails to return to work on a Transitional Duty assignment consistent with the employee's medical restrictions.
5. The employee fails to appear for a City-sponsored medical exam.
6. The employee has reached maximum medical improvement (MMI) and/or the condition has become permanent.
7. The claim is found to be fraudulent after payment has begun.
8. The employee attempts to collect both temporary total compensation and wage continuation.
9. Termination of employment; or
10. Regardless of the above conditions, wage continuation benefits shall terminate when an employee is on wage continuation for one thousand five hundred sixty (1560) hours as a result of each incident of compensable injury or illness or re-aggravation of same.

An employee who is unable to return to work after the termination of wage continuation benefits shall be placed on the appropriate leave of absence as requested by the employee.

### Section 15.3 Transitional Duty.

A. Workplace Injuries/Illnesses. An employee who suffers a compensable workplace injury and is thereby rendered temporarily unable to perform all of the duties of the employees position may be

assigned to Transitional Duty under the City's Transitional Duty Program (TDP).

- 1.1 Upon receipt of documentation of a workplace injury which renders an employee eligible for wage continuation, the City will contact the employee's physician regarding the employee's return to duty under the TDP.
- 1.2 After receiving approval for transitional duty from the physician, a verbal job offer will be made to the employee, which will be followed-up in writing, specifying the duties to be performed, and the exact report to work date and time. Failure to respond/report will be construed as a refusal of the offer.
- 1.3 Prior to starting transitional duty (normally six (6) to nine (9) weeks prior to the estimated date of return to full duty), the employee will be offered a written transitional duty contract which will indicate:
  - The beginning and ending dates of the program;
  - The employee's reporting requirements relative to progress of treatment;
  - The specific treatment ordered by the physician; and
  - The specific steps to return the employee to full duty.

1.4. While on transitional duty, the employee will:

- Not be required to use paid leave for medical appointments;
- Not be eligible for overtime or special duty (except court duty);
- Not be permitted to respond to emergencies, drive marked safety vehicles, or wear any part of the uniform of the day;
- Be assigned to a day off schedule, watch or shift and bureau/section/unit as determined by the Chief of Police;
- Be paid the compensation the employee would have received had they continued to perform their regular duties;
- Be off on scheduled holidays, or be eligible to reschedule same; and
- Be eligible to reschedule vacation or be paid for any vacation which cannot be rescheduled within the calendar year.

B. Non-Workplace Injuries/Illnesses. Employees who are injured outside of the scope of their employment, or who suffer non-work related illnesses or become pregnant, may qualify for transitional duty as described herein. The purposes of this section are to assist employees with serious non-work related injuries or illnesses transition back to full duty, and to assign pregnant employees to alternate duty when a physician removes them from full duty due to the pregnancy. The program is not available to employees with short term illnesses or injuries, or to employees whose physicians cannot estimate a date of return to full duty. To qualify, an employee must:

- 1.1 Have sustained a non-work related injury or illness which has rendered the employee unable to perform all of the duties of the employees position for not less than fourteen (14) calendar days, or be pregnant;

1.2 Apply for the TDP by contacting Human Resources and providing all medical information requested. Thereafter, the employee's physician will be contacted to determine the nature of the injury or illness, the anticipated return to full-duty date, and specific limitations;

1.3 Upon receipt of the medical information requested, the Service-Safety Director will review the information, and approve or deny the request for transitional duty. This decision will be communicated to the employee.

Section 15.4. Bereavement Leave.

A. Pay for Bereavement Leave. A leave of absence of five (5) days (with full normal pay) to attend the funeral of a member of the immediate family, to include spouse, child, parent, parent-in-law or other relatives or persons with whom the employee maintains a spousal relationship or to whom the employee stands in loco parentis, living in the same household as the employee at the time of the relative's death, shall be granted to an employee by the Chief of Police. Bereavement leave as provided in Section A, B and C herein shall not be deducted from the employee's sick leave nor count against the employee's sick leave attendance bonus.

B. A leave of absence of three (3) days (with full normal pay) to attend the funeral of other immediate family members, to include brother, sister, grandparent, grandparent-in-law, grandchild, half brother, half sister, brother-in-law, and sister-in-law (spouse's sibling or sibling's spouse), shall be granted to an employee by the Chief of Police.

C. Leave of absence of one (1) day (with full normal pay) shall be granted to an employee to attend the funeral of an employee's aunt or uncle, niece or nephew. Proof of death and relationship of the deceased shall be provided to the City by the employee, if so requested.

D. Extended Bereavement Leave. Upon approval of the Chief of Police, bereavement leave in excess of that provided for in Section 15.4A of this Article will be charged to the employee's accrued sick leave balance and not count against sick leave bonus.

Section 15.5 Leaves of Absence for Temporary Military Training.

A. An employee who is a member of the Ohio National Guard, the Ohio Air Guard, the Ohio Naval Militia, or other reserve components of the Armed Forces of the United States shall be entitled to leaves of absence from his respective duties for such time as he is in such military service on field training or active duty for up to a total of thirty-one (31) days in any calendar year.

B. If an employee's military pay or compensation during the period of such leave of absence is less than the employee's City wages would have been for such period, the City shall pay the employee the difference in money between the City pay and the employee's military pay for such period. In determining the employee's military pay for the purpose of this Section, allowances for travel, (food and housing while on travel status) shall not be considered, but any other military pay or allowance of whatever nature, including longevity pay, shall be considered.

Section 15.6 False Claim. The City reserves the right to withhold benefit payment or take disciplinary action, up to and including discharge, against an employee who knowingly submits a false claim for benefits covered in this Article.

## **ARTICLE 16 - UNPAID LEAVES OF ABSENCE**

### **Section 16.1 Disability Leave**

A. Eligibility and Leave. A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave of absence without pay for up to six (6) months in increments of thirty (30) days. Disability leave may be granted at the discretion of the Safety-Service-Director when a disabled employee exhausts accumulated wage continuation benefits (if applicable), sick leave, vacation leave and other paid leave, and the employee is:

1. Hospitalized or institutionalized; or
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. declared unable to perform the essential functions of his position, with or without a reasonable accommodation, by a licensed physician.

B. Extension of Leave. An additional leave of absence of three (3) months, in increments of thirty (30) days, may be granted at the discretion of the Service-Safety Director in extenuating circumstances determined on a case by case basis, when all other conditions herein are met.

C. Requesting Leave. Each request for a disability leave of absence must be made in writing on a form provided by the City, and include certification of such disability from a licensed physician along with the physician's estimate of a probable return to duty within the maximum disability leave period. It is the employee's responsibility to request a disability leave since such leave is not automatically granted when an employee's paid leave has expired or the employee is receiving workers compensation benefits. Leave must be requested as far in advance as possible, and prior to the end of active pay status.

D. Employment Status on Leave. An employee on a disability leave shall be considered to be in inactive, or no-pay status. While on disability leave, an employee shall not earn paid leave, and is not eligible for vacation or holiday pay. The City shall cease paying its share of any health insurance premium for the employee, and shall notify the employee of his COBRA rights. A disability leave shall not be considered a break in service for seniority purposes so long as the employee returns from leave.

E. Return from Leave. An employee on disability leave who is determined by a licensed physician to be able to perform the essential functions of his position may return to work. An employee may return before the scheduled expiration of leave, if requested by the employee and approved by the Service-Safety Director. Upon return to work, the employee shall be returned to the

position formerly occupied, or to a similar position.

F. Failure to Return. An employee who fails to request disability leave prior to or at the end of paid leave or who fails to return to work at the expiration of an approved disability leave shall, absent extenuating circumstances, be considered to have voluntarily resigned. If an employee is determined to be physically or mentally unable to return to work at the expiration of disability leave, the employee shall be separated from service.

Section 16.2 Family and Medical Leave

The City and its employees agree to follow all applicable laws regarding the Family Medical Leave Act (FMLA). The Employer agrees to pay the cost of the physician's statement if the Employer forces a member to use FMLA leave if the physician charges to complete the FMLA forms.

Section 16.3 Special Leave. Leave without pay for personal reasons may be granted by the Service-Safety Director upon request for a period not to exceed ninety (90) calendar days. Such leave may be extended or renewed beyond a total of ninety (90) calendar days with the express approval of the Director. Upon return from special leave taken for personal reasons, the employee will be reinstated to his old position or one of equal grade.

**ARTICLE 17 WAGES AND FRINGE BENEFITS**

Section 17.1 A. Wage-Scale. Bargaining unit members shall receive general wage increases as follows: Effective August 1, 2013, one percent (1%); effective August 1, 2014, one percent (1%); effective August 1, 2015, one percent (1%) ( See wage scale, appended hereto as Exhibit "B")

Re-Opener. In the event that any other City bargaining unit receives a greater general wage increase ( anything added to the base) for the second or third year of their agreement than is provided for in this agreement, the Union may request to re-open this agreement under Chapter 4117 of the Ohio Revised Code. Such re-opener will be limited to the wage article only, with all other provisions of this agreement remaining in full force and effect.

Section 17.2 Watch Differential. Employees who are assigned on a regularly scheduled basis to second, third, mid-watch or a flexible schedule in Community Policing shall receive watch differential pay of \$1.00 per hour, in addition to the employee's straight hourly rate of pay for all hours worked on second, third, mid-watch or a flexible schedule. Watch differential pay shall apply to all regularly scheduled, non-overtime hours in active pay status for those employees regularly assigned to a watch entitling them to watch differential.

Section 17.3 Longevity Pay. Every employee covered by this Agreement shall receive for actual time spent as a regular full time employee of the City of Mansfield, One Hundred Dollars (\$100) for each year of completed service.

Longevity pay shall be payable in one lump sum on December 1 of the year. The longevity period shall be December 1 through November 30 of each year. In the event an employee who is

eligible for the above payment terminates his employment during the term of this Agreement, the annual payment provided herein shall be prorated for the period of his employment and paid within forty-five (45) days of the termination date.

Section 17.4 Uniform Allowance. Each permanently appointed officer covered by this Agreement, with one or more years of seniority, shall receive a uniform maintenance allowance of one thousand dollars (\$1000) per year. Such allowance shall be paid in four (4) installments of two hundred and fifty dollars (\$250) each and shall be payable for the prior three (3) month period on the first day of November, February, May and August of each year. The employer shall provide each member with body armor.

The City will replace or repair any damaged property or equipment, including members uniforms, provided the damage is not the result of the member's negligence or that of ordinary wear and tear. However, the maximum reimbursement for watches shall not exceed One Hundred Dollars (\$100). An employee covered by an applicable policy of insurance must submit a timely claim to his insurance company for any damage done to his personal property and reimburse the City out of any proceeds received.

A newly appointed officer of the Police Department shall be provided with a uniform and equipment pursuant to Departmental Procedure and Policy. If such an employee does not complete his probationary period, the City shall deduct from his pay the total cost of such uniform and equipment; provided however, that such an employee may reduce his liability by selling the equipment and remitting the proceeds of such sale to the City. In addition, upon a City required change in uniform style, the City will provide employees with any such newly required parts of uniforms and equipment pursuant to Departmental Procedure and Policy.

Section 17.5 Vacations

A. All employees covered hereunder earn paid vacation leave and begin accruing such leave upon appointment. After each full year of service, all vacation leave accrued is credited to the employee, who shall then be eligible to take such leave. No employee is entitled to vacation leave until the completion of one (1) full year of service with the Department.

B. Employees shall earn paid vacation for each hour in active pay status according to the following schedule.

YEARS OF SERVICE	MAXIMUM HOURS ACCUMULATED	HOURS EARNED
Less than one (1) year	0	0
One (1) year but less than eight (8) years	96	.04615
Eight (8) years but less than fifteen (15) years	144	.06923
Fifteen (15) years but less than twenty (20) years	192	.09231
Twenty (20) years or more	240	.11538

C. Scheduled Vacation. Each calendar year between January 1 and January 31, employees

may request, on a form provided by the City, the dates on which they prefer to use up to one-half (2) of their accumulated vacation for the period from February 15 of the current year to February 14 of the following year. Such request shall be honored based on seniority as defined in this Agreement, subject to operational demands. The resulting vacation schedule shall be posted on or before February 10. Once the vacation schedule is posted, the vacation shall stand approved. Employees shall be required to take all such vacation as scheduled. In addition, any non-pre-approved extended vacation requests – meaning five (5) or more consecutive days - will not, subject to operational demands, be unreasonably withheld or denied.

D. Unscheduled Vacation All other available vacation, in minimum increments of one (1) hour, may be requested for time off occurring within the current six (6) month watch bid period, and shall be requested in writing as far in advance as possible and no later than the end of the employees regular shift on the workday before the day desired off. Emergency requests for vacation after this deadline may be granted by the Watch Commander on a case by case basis. All requests for vacation for the two (2) days following the day of request shall be answered at least twelve (12) hours prior to the beginning time of the vacation. All other requests shall be answered within forty-eight (48) hours of the request. Once vacation is approved, it shall stand approved. The granting of all vacation shall be subject to operational demands.

E. In the event an employee is unable to take vacation in the year in which it should have been taken, he may request that vacation be carried over to the following year. Employees shall be permitted to carry over up to three (3) years of accumulated vacation time. Any time in excess of three years shall be lost.

F. If an employee is hospitalized or qualifies for bereavement leave while on vacation, the vacation status may be changed to sick leave or bereavement leave.

G. An employee with fifteen (15) or more years of service with the City for vacation accrual purposes may elect to trade up to eighty (80) hours of accrued but unused vacation to his credit for cash during his vacation year. Such election shall be made in writing on a form provided by the City and delivered by the employee to his supervisor. Only one election per anniversary year shall be processed.

H. Employees will be credited with their prior service as a regular full-time employee of the City for the purpose of computing years of service for vacation accrual. Employees with such prior service shall begin accruing vacation at the applicable rate based on such prior service beginning on the effective date of this Agreement, but shall not be entitled to any retroactive vacation credit for the time before the effective date of this Agreement.

I. If an employee (other than a newly hired employee in his/her first year of employment) is laid off, terminated, resigns, or retires, the employee shall be entitled to and receive payment for all accrued and unused vacation leave to his/her credit at the time of separation, at his/her current rate of pay.

J. If an employee dies while in active pay status or on an authorized leave of absence, all accrued and unused vacation leave to the employee's credit at the time of death, shall be paid to his/her estate in accordance with Section 2113.04 of the Ohio Revised Code at his/her final rate of pay.

Section 17.6 Field Training Officer. Any employee covered by this Agreement who is assigned to serve as a Field Training Officer shall receive pay at the rate of 1.5 times their normal base rate for all hours worked as a Field Training Officer.

"Field Training Officer" is defined as an employee, who has completed a Departmental sponsored course of instruction related to training and is certified by the Departmental Training Officer as being qualified to train new officers. In addition to their regular duties, the Field Training Officer works directly with the "Recruit Officer" assisting in their training while the recruit officer is progressing through his probationary time period.

Section 17.7 K-9 Unit.

A. The Union and the City agree, notwithstanding other provisions in this Section, that patrol officers assigned to be K-9 officers shall work as their regular hours a seven (7) hour shift, as assigned by the Chief of Police or his designee within the watches as defined in this Agreement, for which they shall be entitled to eight (8) hours of regular pay, as compensation for those duties required outside regular work hours in the care and maintenance of their dogs, including, but not limited to, time spent in feeding, cleaning, exercising, playing, grooming, transporting, providing health care and for related time and expense incurred in the other activities related to the maintaining of a dog in their homes.

B. For the purpose of vacation and compensatory hours, a K-9 officer shall only be charged for seven (7) hours per day when a K-9 officer takes a day off. The eighth (8th) hour shall be paid as though the K-9 officer worked for the purpose of K-9 maintenance.

C. For each holiday provided in Article 18, K-9 officers shall be charged for seven (7) hours per day. The eighth (8th) hour shall be added to the respective K-9 officer's accrued compensatory time.

Section 17.8 S.W.A.T. Time Off.

A. Each officer who serves in the Department's S.W.A.T. Unit for an entire calendar year, and is still in the unit on January 1 of the following year, shall earn forty (40) hours of S.W.A.T. time off which shall be available for use in that following calendar year. All such time not used in the calendar year shall be forfeited. Any officer who separates from service with the Department is not entitled to payment for any earned but unused S.W.A.T. time

B. S.W.A.T. time off, in minimum increments of two (2) hours, may be requested for time off occurring within the current six (6) month watch bid period, and shall be requested in writing as far in advance as possible and no later than the end of the employee's regular shift on the workday before the day desired off. Emergency requests after this deadline may be granted by the Watch Commander on a case by case basis. All requests for S.W.A.T. time off for the two (2) days following the day of request shall be answered at least twelve (12) hours prior to the beginning time of the time off. All other requests shall be answered within forty-eight (48) hours of the request. Once S.W.A.T. time off is approved, it shall stand approved. The granting of all S.W.A.T. time off shall be subject to operational demands.

Section 17.9 Instructor Pay. Any employee who, 1) has completed a division-sponsored or approved course of instruction related to training, 2) is certified to conduct training of other

certified police officers, and 3) is assigned in advance by the division to conduct on-site training of other police officers shall receive the appropriate rate of pay for all time worked as an instructor hereunder.

Section 17.10. Upon an employee's retirement, or cessation of regular employment due to a disability, that employee shall be permitted to purchase his regular duty weapon for the sum of One Dollar (\$1).

### ARTICLE 18 HOLIDAYS/PERSONAL DAYS

Section 18.1 Designated Holidays. The following are designated holidays:

New Year's Day  
Martin Luther King Day (3rd Monday in January)  
President's Day (3rd Monday in February)  
Memorial Day (last Monday in May)  
Independence Day  
Labor Day  
Columbus Day (2nd Monday in October)  
Veteran's Day (November 11th)  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Section 18.2 Pay for Holidays. Employees shall be paid eight (8) hours pay at the applicable straight-time rate for each of the holidays declared in Section 1 above whether or not they worked the holiday. Payment shall be made for such holiday provided the employee was in active pay status (also including wage continuation) on his last scheduled shift preceding the holiday and his first scheduled shift following the holiday.

For those officers assigned to the Day, Afternoon, Night Watches and Mid-Watch in Patrol Section of the Community Services Bureau, which provides twenty-four (24) hour emergency response, it will be the employee's discretion to work the holiday or take it off if scheduling permits. Those members assigned to the other sections shall be scheduled off on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. However, it will be the employee's discretion to work or take off the remaining holidays set forth in Section 18.1 of this Agreement. Irrespective of the above, any employee on transitional duty, under the City's Transitional Duty Program, no matter what section he/she is working, shall not be eligible to work any holiday listed in Section 18.1.

Employees covered by this Agreement who actually work on a holiday designated in Section 18.1, excluding any employee who utilizes paid leave time to take off the date of the holiday, shall be compensated at the rate of one and one-half (1-1/2) times their normal rate of pay in addition to eight (8) hours of holiday pay; provided however, that an employee entitled to holiday pay under this Section, who works the holiday or who does not work the holiday because the holiday is celebrated on the employees regularly scheduled day off instead of receiving the pay assigned under this Section for working the holiday or receiving the holiday pay for the holiday being celebrated on the employees

regularly scheduled day off, may receive eight (8) hours compensatory time, with the approval of the Chief of Police, within a one (1) year period from the date of the actual holiday (or the employee will be paid the holiday pay entitlement).

Section 18.3 Designated Days. On any day or partial day designated by the Mayor or his designee as a day or partial day off for City employees, employees covered by this Agreement will be given the day or partial day off if scheduling permits, or equal compensatory time at a later date.

Section 18.4 Personal Days.

A. All employees in active pay status will be afforded three (3) personal days off with full normal pay each calendar year. Newly hired employees will be afforded such personal days in their first year of appointment or reappointment as follows:

- Hired before May 1..... three (3) days
- Hired from May 1to August 31 ..... two (2) days
- Hired after August 31 ..... one (1) day

B. Any employee transferring from a City division outside the bargaining unit shall be entitled to the number of personal days provided above, based on the date of transfer, minus any personal days already used during that calendar year while employed in the other City division.

C. Personal days off, in minimum increments of one (1) hour, may be requested for time off occurring within the current six (6) month watch bid period, and shall be requested in writing as far in advance as possible and no later than the end of the employee's regular shift on the workday before the day desired off. Emergency requests for personal days after this deadline may be granted by the Watch Commander on a case by case basis. All requests for personal days for the two (2) days following the day of request shall be answered at least twelve (12) hours prior to the beginning time of the personal days. All other requests shall be answered within forty-eight (48) hours of the request. Once personal days are approved, they shall stand approved. The granting of all personal days shall be subject to operational demands.

**ARTICLE 19 TUITION REIMBURSEMENT**

Section 19.1 Reimbursement Program. Each employee who is subject to the provisions of this Agreement and who has completed his probationary period shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by him and subject to the following conditions:

In order to receive tuition reimbursement the degree program pursued and courses taken must be directly related to the duties and responsibilities of the employee's present position or to the next higher position in the normal career path for advancement within the City's Police Department. All courses must be taken during the employee's non-scheduled working hours. All scheduled hours for courses of instruction must be filed in advance with the Chief of Police and the Service Safety Director. All courses and scheduled time of courses must be approved by the Chief of Police and the Service-Safety Director. Any situation which in the discretion of the Chief of Police would require an employee's presence on the job shall take complete and final precedence over any time scheduled for courses. Bargaining unit members shall only be eligible for tuition reimbursement up to a four (4) year bachelors degree. Any bargaining unit member currently

enrolled (as of September 1, 2006) in a degree program shall be permitted to complete such program in accordance with the provisions of the previous collective bargaining agreement.

B. Any financial assistance from any governmental or private agency available to an employee, whether or not applied for, and regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement the employee is eligible for under this section. If an employee's tuition is fully covered by another governmental or private agency, the employee is not entitled to payment from the City.

C. Only accredited colleges and universities will be made available for tuition reimbursement. Applications for approval of institutions, projected courses and estimated costs for reimbursements by the city must be made by September 1 of each year in order to accommodate budgetary and funding requirements of the city. Furthermore, the maximum annual tuition reimbursement for all of the members of the patrol officers and supervisors bargaining units shall be a total of forty five thousand dollars (\$45,000)

D. Reimbursement for tuition for pre-approved courses shall be made upon presentation of an official transcript receipt of payment as follows:

1. For undergraduate work, toward an Associates or Bachelors Degree:
  - a. 100% for an A grade B grade or equivalent. (Where there is only a pass-fail grade, a pass shall be considered an A.)
  - b. 50% for a C grade or equivalent.
  - c. No reimbursement for a grade below C, an "unsatisfactory" or a "fail" grade.

E. Reimbursement for required books, instructional materials and fees other than penalty fees for any course outlined in paragraph D shall be at 100%. Reimbursement for books and instructional materials which are strongly advised though not required shall be at 25%. There shall be no reimbursement for meals, travel expenses, housing or extra-curricular activities.

Section 19.2      Repayment of Education Reimbursement Monies. Employees who resign or are terminated from employment for just cause within five (5) years after the end of any semester, quarter or class for which they received reimbursement from the City shall repay such reimbursement to the City as follows:

YEARS	REPAYMENT
0-1	100%
1-2	80%
2-3	60%
3-4	40%
4-5	20%
more than 5	0%

The City may deduct such reimbursement from the terminal pay of such employee.

**ARTICLE 20 SPECIAL EVENTS, DETAILS AND AUXILIARY POLICE**

Section 20.1.

A. The Department shall advertise (for a period not less than three (3) calendar days) special events, which may require additional manpower for which the Police has at the minimum of three (3) days prior knowledge. For purposes of this Article, special events, are those events held on the following days or during the following events in which the Police Department is required to provide additional police manpower as authorized by the Service-Safety Director or his designee to include but not limited to:

- |                      |                   |
|----------------------|-------------------|
| Memorial Day         | Miss Ohio Pageant |
| Independence Day     | Freedom Festival  |
| Labor Day            | Halloween         |
| Veterans Day         | Holiday Parade    |
| Dignitary Protection |                   |

Any officer who works a Special Event shall be compensated at an overtime rate equal to one and a half (1 ½) times his/her current base hourly rate.

B. Special Details. The Department shall advertise (for a period not less than three (3) calendar days) special details which may require additional manpower for which the Department has, at the minimum, had three (3) days prior knowledge. For purposes of this Article, special details are of two types and shall be defined as follows:

1. External: A detail wherein the Police Department is requested to provide police manpower and equipment to a private contractor with security control on public lands, streets, highways and roads within the corporation limits. Any officer who works an External Special Detail shall be compensated at a rate established between the officer and the private contractor.

2. Internal: A detail wherein the Police Department is requested to provide police manpower and equipment to assist another division of the City with traffic security control on public lands, streets, highways and roads within the corporation. Any officer who works an Internal Special Detail, for each hour worked on such detail, shall be compensated at an overtime rate equal to one and a half (1 ½) times his/her current base hourly rate.

C. This Article is applicable to the staffing of special events and details for which the City's Department of Police, as opposed to an officer acting in an individual capacity, is responsible for the administration for such staffing.

D. It is the intent of the Department to divide overtime for Special Events and Special Details for which the Department has sufficient prior knowledge (3 days) evenly among the

F.O.P./O.L.C. membership. The following system shall be utilized:

1. A roster shall be maintained listing the employees by seniority. Work assignments shall be offered to the employees on a rotating basis.
2. An employee will be offered work as his name appears at the top of the list. After working, the employee's name will go on the bottom of the list.
3. An employee who is offered work in accordance with the above paragraph and does not accept or cannot be reached will be charged as if he had worked.
4. Overtime work shall be voluntary except when there are insufficient volunteers available in which case the Department's Mobilization Guide will be utilized.
5. This Article does not in any way restrict or will it interfere with the Departments ability to conduct investigations, surveillance or concentrate on specific crime problems by specialized units, or for the Chief of Police to use a Task Force to deal with crime problems in the City.
6. At least seventy percent (70%) of the total officers needed for such a detail shall be posted for voluntary acceptance of assignment by employees. However, if there is an insufficient number of volunteers from the bargaining unit to equal seventy percent (70%) of the total officers needed, the Mansfield Police Auxiliary may be used to make up the difference.
7. An officer will have the option to voluntarily work an event without pay for any non-profit organization if he so chooses.

#### ARTICLE 21 MISCELLANEOUS

Section 21.1      Posting of Job Opportunities. The City will request the Civil Service Commission to provide and post in the Police Department copies of the announcements of job opportunities in the classified competitive service.

Section 21.2      Bulletin Boards. The F.O.P./O.L.C. may use existing and future bulletin boards for the posting of notices of the following types: recreational; elections and election results; general membership meetings and other related business; and general F.O.P./O.L.C. business of interest to the members.

Any bulletins or notices considered inflammatory, political, controversial, or critical of the City, any employee or official of the City, another institution, or another person will not be permitted to be displayed in City offices or facilities or on City equipment. If such inflammatory, political, controversial, or critical notices appear on said bulletin boards, they shall be removed by the City. Bulletins or notices will not be unreasonably excluded or removed. Only authorized representatives of the FOP/OLC may post or remove items from the bulletin board.

Section 21.3 Ballot Boxes. The City agrees to permit the F.O.P./O.L.C. to provide a ballot box and/or suggestion boxes in strategic locations, up to a maximum of four (4), within the Police Station.

Section 21.4 No Strike No Lockout. The services performed by the employees covered in this Agreement are essential to the public health, safety and welfare. There shall be no strike, stoppage of work, walkout, picketing of any kind, sit down, slowdown, speed-up, stay-in, "blue flu", sympathy strike, or other type of interference with or cessation of work by the employees covered by this Agreement. Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

In the event that any employee in the bargaining unit is engaged in any violation of the preceding paragraph, the F.O.P./O.L.C., upon notification by the City, immediately shall order such employee or employees to resume normal work activities and shall publicly denounce any such violation. If the F.O.P./O.L.C. carries out these obligations in good faith and has neither authorized nor ratified the action, it shall have no liability for any such action.

The City shall engage in no lockout of employees in the bargaining unit.

In the event any other employee or group of employees of the City engage in any strike, stoppage of work, walkout, picketing of any kind, sit down, slowdown, speed-up, stay-in, "blue flu", sympathy strike, or other type of interference with or cessation of work, the employees covered by this Agreement will make every reasonable effort to come to work and continue to do their work.

Section 21.5 Cost of Reproduction. The City shall pay the cost for reproduction of one hundred (100) copies of this Agreement. The City shall provide a copy to each member of the bargaining unit and any additional forty-five (45) copies to the Officer Coordinator.

Section 21.6 Uniform Committee. A Uniform Committee will be selected by the F.O.P./O.L.C. for the purpose of providing input into the improvements of the current uniform. Any suggestions pertaining to the addition, improvement or deletion of the current uniform will be forwarded to the Chief of Police and the Service-Safety Director for their consideration.

Section 21.7 Subpoenas. Members of the Bargaining Unit who are subpoenaed and actually chosen to serve on a petit or grand jury and are assigned to third shift, shall be detailed to the day shift for the period of time he/she serves on such jury.

Members of the Bargaining Unit who are subpoenaed and actually chosen to serve on a petit or grand jury and are assigned to second shift shall be detailed for the period of said shift that he/she is serving on said jury.

Members of the Bargaining Unit who are subpoenaed and actually chosen to serve on a petit or grand jury and are assigned to first, shall be detailed for that period of time that he/she served on said jury. Any officer released from jury (three or more hours prior to their shift) will return to duty for the remainder of their watch. Officers assigned to second watch will return to duty and work the remainder of their watch. But will be credited for any jury time overlapping their watch.

An officer's day will not change for the purpose of jury duty. Jury duty that falls on an officer's day off will not be compensated by the City.

Section 21.8 DROP. Members of the bargaining unit who elect to participate in the DROP Program offered by the Police and Fire Pension system shall not lose any benefits, rights or wages provided by this contract or otherwise by law to which they would be entitled had they not chosen to participate in the DROP Program. ALL DROP participants shall remain part of the bargaining unit and be treated for purposes of this agreement as any other member of the bargaining unit.

**ARTICLE 22 - RESOLUTION OF MID-TERM DISPUTES**

Section 22.1. Notwithstanding the provisions of Article 23, Scope and Duration of Agreement, Section 23.1, Construction, the parties recognize that issues may arise during the term of the Agreement that could not have been anticipated during previous negotiations and that are of such an urgent nature they should be addressed and appropriate accommodations made prior to contract expiration.

The issues may involve a discontinuation or modification of current policies, practices or administrative procedures, whether referenced in the written Agreement or not, or the introduction of new policies, practices or administrative procedures.

Section 22.2. Should a dispute arise regarding whether a past practice exists, whether management is justified in changing its customary application of a current practice, policy or administrative procedures, or whether a new practice, policy or administrative procedure instituted by management is in violation of the Agreement or law, the matter should be referred to the Labor-Management Committee. If the Labor-Management Committee fails to reach an agreement regarding the issue in dispute, the FOP/OLC may file a grievance through the contractual grievance procedure. If the issue proceeds to the binding arbitration, the arbitrator shall utilize the final offer settlement procedures of ORC §4117.

**ARTICLE 23 - POLITICAL ACTIVITY**

Section 23.1 In Addition To Other Rights:

A. a member may participate in the FOP lodges political screening committee. Such participation may be directed towards the endorsement and support of partisan political candidates solely on behalf of the FOP lodge, provided that the member undertakes such participation while off-duty, while not in identifiable uniform, and does not represent that his or her participation is either undertaken in his official capacity as an employee of the city, or is sanctioned by the city.

B. a member may participate in partisan political activity provided that the member undertakes such participation while off-duty, while not in identifiable uniform, and does not represent that his or her participation is either undertaken in his official capacity as an employee of the city, or is sanctioned by the city.

C. a member is not permitted to be a candidate in a partisan election and shall not:

1. Be required to contribute to any political candidate, party or activity.
2. Be required to sign nominating petitions, campaign for, endorse or otherwise participate in political campaigns for any elected position within the city.

#### ARTICLE 24 - SCOPE AND DURATION OF AGREEMENT

Section 24.1 Construction. This Agreement expresses the complete understanding and agreement of the parties on all matters pertaining to or affecting wages and other compensation, working conditions, hours of work, and all other terms and conditions of employment; and the parties hereto specifically waive any rights which either may have to require the other to bargain collectively with it during the life of this Agreement on any subject of collective bargaining whether or not written in this Agreement. Each party retains those rights inherent to or previously exercised by it except as specifically limited by this Agreement. It is acknowledged and agreed that during negotiations which resulted in this Agreement, the F.O.P./O.L.C. had the free and unlimited opportunity to make proposals and present demands relative to all proper subjects of collective bargaining. Therefore, the F.O.P./O.L.C. agrees that during the life of this Agreement the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either R.C. § 4117.08(c) of the Ohio Revised Code or Article 6 of this Agreement.

Section 24.2 Duration of Agreement. This Agreement, subject to council approval, shall remain in full force and effect until 12:00 o'clock midnight, July 31, 2016 and from year to year thereafter unless either party gives the notice required in this Section. Either party desiring to modify this Agreement shall give notice of such desire to the other party by United States Postal Service certified mail, return receipt requested, at least sixty (60) days, but not more than ninety (90) days prior to the expiration date of this Agreement or any extension thereof. Upon receipt of such notice, a conference shall be held within thirty (30) days for the purpose of commencing negotiations concerning such modification.

Section 24.3 Gender. 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, unless a contrary intention is clearly intended.

Section 24.4 Effective Date. This Agreement, subject to council approval, shall be binding on the City and the F.O.P./O.L.C. effective 12:01 a.m. on August 1, 2013.

IN WITNESS WHEREOF, the parties hereto have set their hands this 17<sup>th</sup> day of July, 2014.

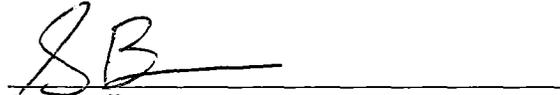
**FOR THE CITY OF MANSFIELD:**

**FOR THE FRATERNAL ORDER OF  
POLICE/OHIO LABOR COUNCIL, INC  
PATROL OFFICERS:**

  
Timothy L. Theaker, Mayor

  
Chuck Choate, FOP/OLC Staff Representative

  
Lori A. Cope, Safety Service Director

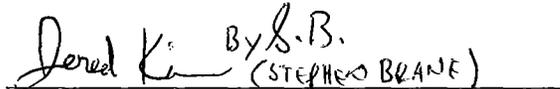
  
Stephen Brane

  
David L. Remy, Human Resources Director

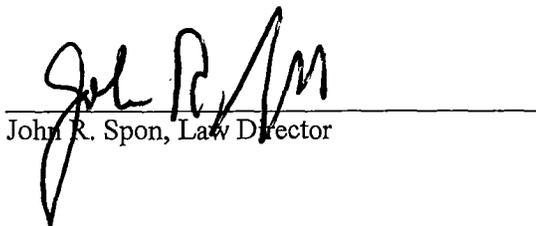
  
Carolyn Young

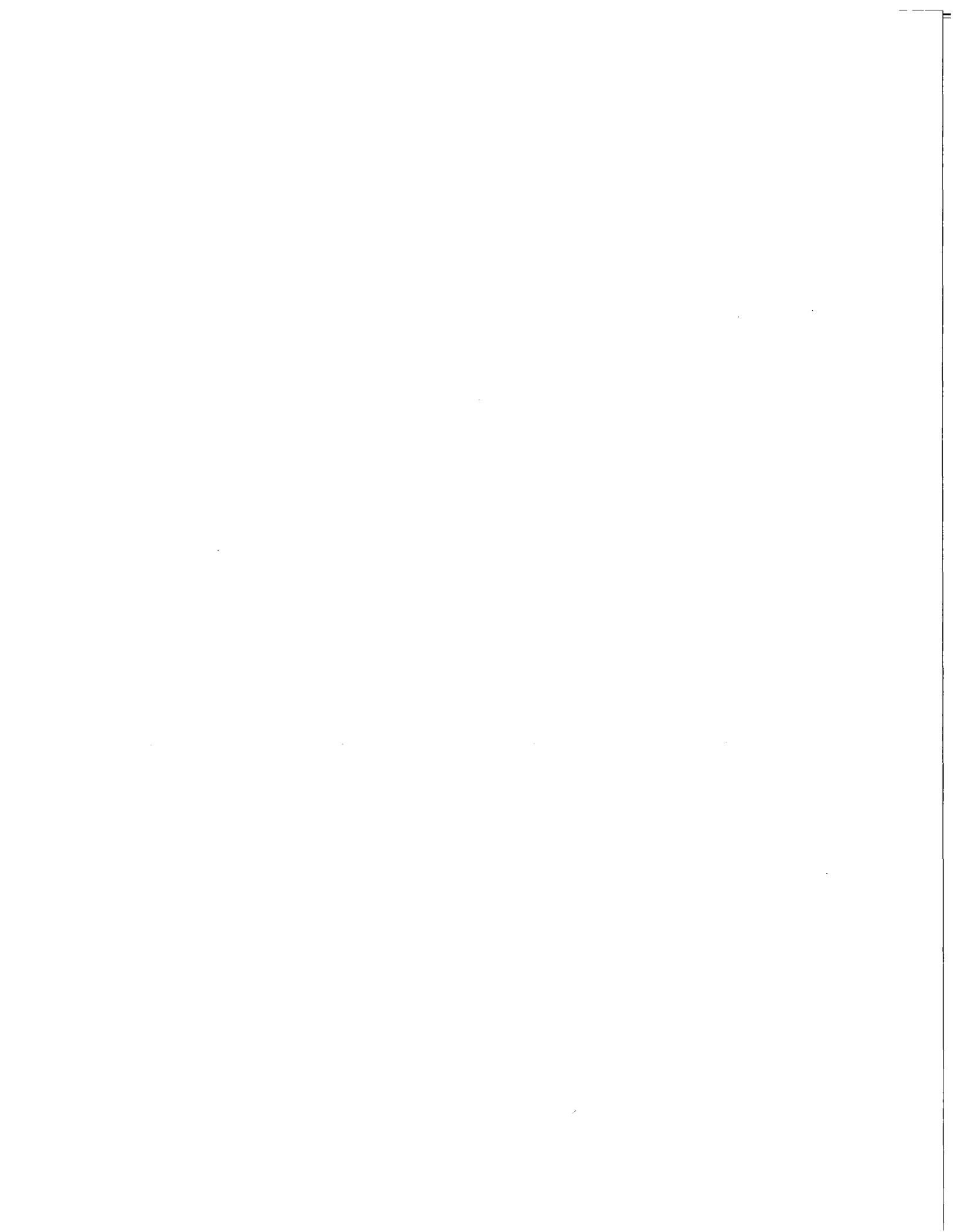
  
Jason Bammann

  
Stephen Blust

  
Jered Kingsborough

Approved as to form:

  
John R. Spon, Law Director



APPENDIX A

# Your Summary of Benefits



City of Mansfield  
 Blue Access® (PPO)  
 Effective 01/01/2014

Covered Benefits	Network	Non-Network
<b>Deductible (Single/Family)</b>	\$200/\$400	\$200/\$400
<b>Out-of-Pocket Limit (Single/Family)</b>	\$600/\$1,200	\$1,200/\$2,400
<b>Physician Home and Office Services (PCP/SCP)</b> Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> <li>○ allergy injections (PCP and SCP)</li> <li>○ allergy testing</li> <li>○ MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products</li> </ul>	\$15/\$15       \$5 10% 10%	20%       20% 20% 20%
<b>Preventive Care Services</b> <ul style="list-style-type: none"> <li>○ Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.</li> </ul>	NCS	20%
<b>Emergency and Urgent Care</b> <b>Emergency Room Services</b> <ul style="list-style-type: none"> <li>○ facility/other covered services (copayment waived if admitted)</li> </ul> <b>Urgent Care Center Services</b> <ul style="list-style-type: none"> <li>○ MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products</li> <li>○ Allergy injections</li> <li>○ Allergy testing</li> </ul>	\$50   \$15 10%   \$5 10%	\$50   20% 20%   20% 20%
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: <ul style="list-style-type: none"> <li>○ Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	10%	20%
Blue 7.0 600 Series		

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Inpatient Facility Services</b> (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> <li>o 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>o 90 days for skilled nursing facility</li> </ul>	10%	20%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>o Surgery and administration of general anesthesia</li> </ul>	10%	20%
<b>Other Outpatient Services</b> including but not limited to: <ul style="list-style-type: none"> <li>o Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.</li> <li>o Home Care Services 60 visits (excludes IV Therapy) (Network/Non-Network combined)</li> <li>o Durable Medical Equipment, Orthotics and Prosthetics</li> <li>o Physical Medicine Therapy Day Rehabilitation programs</li> <li>o Hospice Care</li> <li>o Ambulance Services</li> </ul>	10%          NCS 10%	20%          NCS 10%
<b>Outpatient Therapy Services</b> (Combined Network & Non-Network limits) <ul style="list-style-type: none"> <li>o Physician Home and Office Visits (PCP/SCP)</li> <li>o Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>o Cardiac Rehabilitation: No visit limit</li> <li>o Pulmonary Rehabilitation : No visit limit</li> <li>o Physical Therapy: No visit limit</li> <li>o Occupational Therapy: No visit limit</li> <li>o Manipulation Therapy: No visit limit</li> <li>o Speech therapy: No visit Limit</li> </ul>	\$15/\$15 10%	20% 20%
<b>Accidental Dental: \$3,000 per accident</b> (Network and Non-network combined)	No Limit	20%
<b>Behavioral Health:</b> <b>Mental Illness and Substance Abuse<sup>2</sup></b> <ul style="list-style-type: none"> <li>o Inpatient Facility Services</li> <li>o Physician Home and Office Visits (PCP/SCP)</li> <li>o Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	Benefits provided in accordance with Federal Mental Health Parity	20%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>o Acquisition and transplant procedures, harvest and storage.</li> </ul>	NCS	20%

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Prescription Drugs</b> <b>Network Tier structure equals 1/2/3 (and 4, if applicable)</b> <ul style="list-style-type: none"> <li>○ <b>Network Retail Pharmacies:</b> (30-day supply) Includes diabetic test strip</li> <li>○ <b>Home Delivery Service:</b> (90-day supply) Includes diabetic test strip</li> </ul> Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap <b>Specialty Medications</b> are limited up to a 30 day supply regardless of whether they are retail or mail service.	\$4/\$8/\$25  \$10/\$20/\$35	Not covered  Not covered

**Notes:**

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime.

2 We encourage you to review the Schedule of Benefits for limitations.

3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

4 If applicable, all prescription drug expenses except tier 1, (Network Retail/Home Delivery-service combined) apply to the per individual RX deductible. Once the RX deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Retail and Home Delivery-Service combined.

5 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

# Your Summary of Benefits

**Precertification:**

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This benefit overview is for illustrative purposes and some content may be pending Ohio Department of Insurance approval

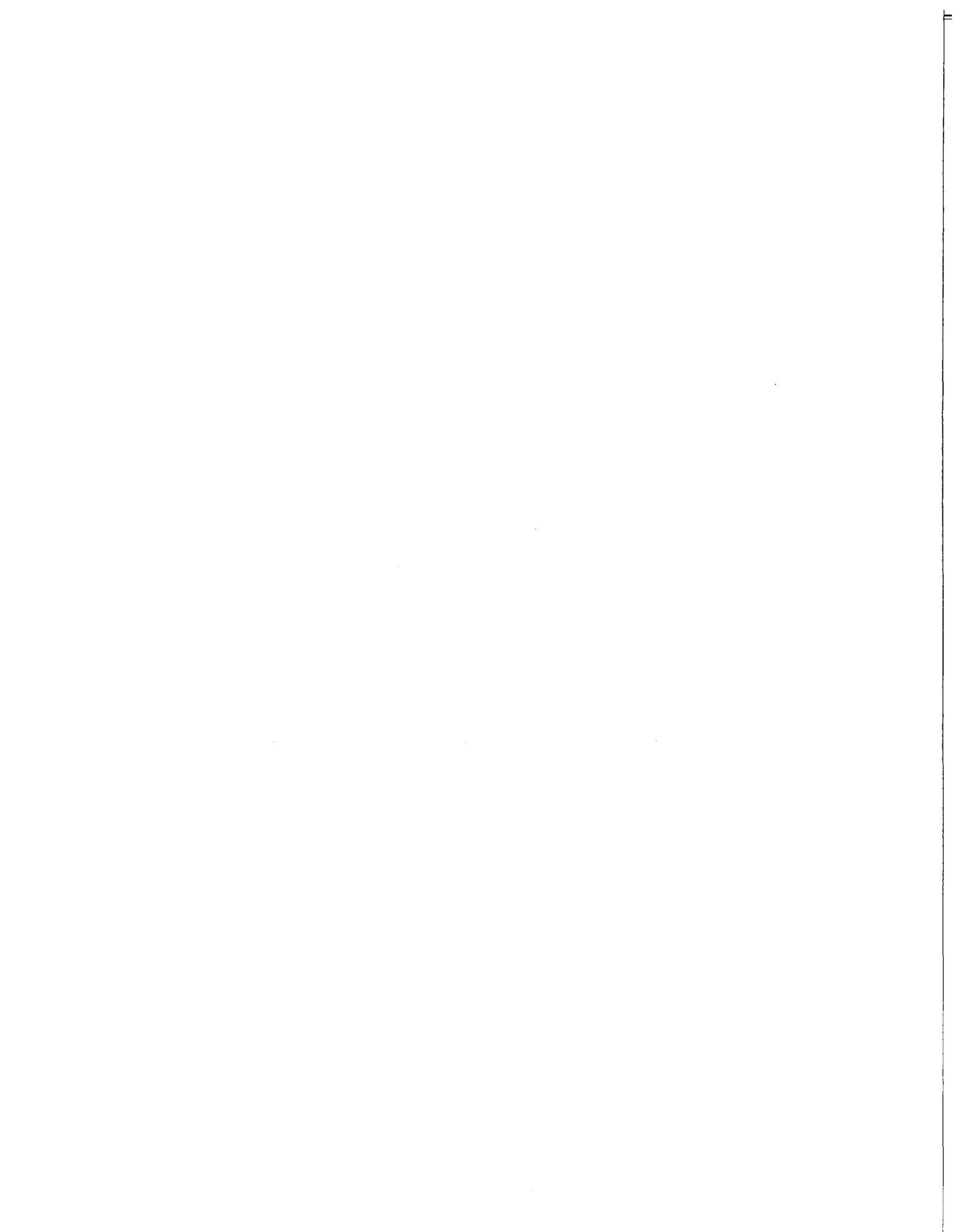
This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable) <i>[Handwritten Signature]</i>	Date 1-6-14
Underwriting signature (if applicable)	Date

Exhibit B  
SCHEDULE OF WAGES  
Patrol Officers

Effective Date	Probation	Step 1	Step 2	Step 3	Step 4	Step 5
8/01/2013	\$39,153	\$41,105	\$43,154	\$45,308	\$47,565	\$53,664
8/01/2014	\$39,545	\$41,516	\$43,586	\$45,761	\$48,041	\$54,201
8/01/2015	\$39,940	\$41,931	\$44,022	\$46,219	\$48,521	\$54,731



BILL #14-110

ORDINANCE # \_\_\_\_\_

BY: MRS. PENDER

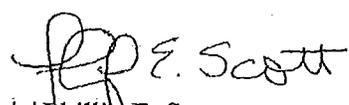
Authorizing the Mayor, Safety-Service Director and Human Resources Director to enter into a Collective Bargaining Agreement with the William J. Taylor Lodge #32 of the Fraternal Order of Police and the Ohio Labor Council, Inc., regarding the patrol officers within the City's Police Department, and declaring an emergency.

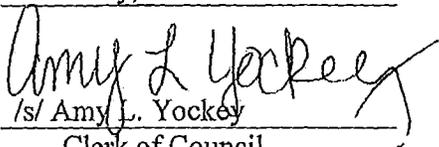
**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:**

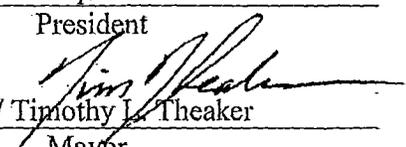
SECTION 1. That the Mayor, Safety-Service Director and Human Resources Director be, and they are hereby, authorized on behalf of the City of Mansfield, Ohio, to enter into a three-year Collective Bargaining Agreement with the William J. Taylor Lodge #32 of the FOP and Ohio Labor Council, Inc. [Patrol Officers] effective retroactively from August 1, 2013 through July 31, 2016, inclusive, a copy of which Agreement is currently on file in the Human Resources Office.

SECTION 2. That by reason of the immediate necessity for entering into said Agreement pursuant to the negotiations, and to promote harmony with City employees, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 20 May, 2014  
1<sup>st</sup> Reading 20 May, 2014  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 20 May, 2014

  
SIGNED /s/ Phillip E. Scott  
President

ATTEST   
/s/ Amy L. Yockey  
Clerk of Council

APPROVED   
/s/ Timothy L. Theaker  
Mayor

APPROVED AS TO FORM: John R. Spon  
Law Director  
City of Mansfield, Ohio

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