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AGREEMENT

Between

THE CITY OF MENTOR

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
SERGEANTS AND LIEUTENANTS

March 31, 2014

through

March 30, 2017

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## PREAMBLE

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

### **ARTICLE I RECOGNITION AND UNIT DESCRIPTION**

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

### **ARTICLE II MEMBERSHIP AND DUES CHECKOFF**

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

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

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

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

authorized officer of the Union and delivered to the City within seven (7) calendar days of such change.

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

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

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

- a. The Union represents to the City that:
  - i. It has established an internal rebate or advanced fee reduction procedure in accordance with Section 4117.09(C) of the Ohio Revised Code;
  - ii. A procedure for challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union; and
  - iii. Such procedure and notice shall be in compliance with all relevant state and federal laws and the Constitutions of the United States and the State of Ohio.
- b. Annually, the Union shall provide the City, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, relating to the deduction of fair share fees, provided, however, that the Union may delete any information which sets forth amounts of monies the Union spends in various categories or other specific information not necessary to comply with constitutional requirements.”

### **ARTICLE III UNION REPRESENTATION**

3.01 Two (2) employee members of the Union Negotiating Committee shall be entitled to attend all meetings between the City and the Union for the purpose of negotiating the terms of the Collective Bargaining Agreement. When such meetings take place at a time when such members are scheduled to be on duty, the two (2) members shall be granted leave from duty with pay for attendance at such meetings, but only for the hours they would otherwise have worked on their regular work schedule, except when such leave from duty will create a shortage of full-time personnel on duty, when such leave will not be granted. The Union will furnish the City Manager a written list of the members of the Committee and will notify the Manager in writing of any changes that may be made.

3.02 The parties recognize that it may be necessary for one (1) employee representative of the Union to leave a normal work assignment while acting in the capacity of representative, providing such absence does not interfere with the normal operation of the Department. Before leaving an assignment pursuant to this Section, the Union representative must obtain approval from the officer in charge of the shift. The City will compensate an on-duty representative at the normal rate for any time spent in the good faith processing of grievances, and at any meeting at which the City requests a representative to be present. The understanding that an “on-duty representative” means only one (1) person and that “on-duty” means only employees actually working. This understanding does not prevent another off-duty and uncompensated representative from being present.

3.03 The Union President and/or his designee shall be entitled to a maximum of one hundred twenty (120) hours of leave during the course of this contract to attend police union conventions, seminars and/or Ohio Patrolmen’s Benevolent Association meetings. No union leave may be utilized without prior written approval of the Police Chief and/or his designee. In no case shall

leave be granted when, in the sole judgment of the Police Chief or his designee, such leave from duty shall create a shortage of full-time personnel on duty.

#### **ARTICLE IV MANAGEMENT RIGHTS**

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

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

- a. To manage its affairs efficiently and economically, including the determination of the organization, quantity and quality of service(s) to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, materials or methods of operation.
- b. To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the City.
- c. To introduce new equipment, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies and equipment and tools to be purchased.
- d. To construct new facilities or to improve existing facilities including the determination of number, location and type of facilities and installations.
- e. To determine the size of the workforce and the number of employees assigned to any particular job, assignment or operation.
- f. To hire, assign and layoff, employees; to direct the workforce and establish work schedules including lunch periods and rest periods.
- g. To establish, combine, or discontinue job classifications and ensure that incidental duties connected with City operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h. To establish or continue policies, practices and procedures for the conduct of City operations and, from time to time, to change or abolish such policies, practices or procedures.
- i. To discipline and discharge employees for cause and to adopt, revise and enforce rules and regulations for the performance of work in accordance with the requirements of the City.
- j. To transfer, promote and demote employees from one classification or shift to another within the Department.

- k. To determine standards for selection for employment, to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.
- l. To require employees to maintain a medically acceptable physical fitness condition consistent with the duties and responsibilities of the position occupied.
- m. To fulfill all of the City's legal responsibilities.

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

## **ARTICLE V GRIEVANCE PROCEDURE**

### **5.01 Purpose**

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

### **5.02 Definition**

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

### **5.03 Grievance Procedure**

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

#### **Step 1**

An employee who believes he has a grievance shall reduce it to writing, file and discuss the grievance with the Police Chief within seven (7) calendar days of its occurrence or the employee's knowledge of its occurrence not to exceed thirty (30) calendar days from the date of occurrence. The Police Chief shall use his best effort to resolve the grievance within seven (7) calendar days. The aggrieved employee and the Police Chief will certify in writing the fact that a meeting was held, and the date said meeting was held. The time limit for filing a grievance at Step 1 may be extended by the Chief of Police at his discretion.

## Step 2

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

## Step 3 Arbitration

If the Union is not satisfied with the decision of the City Manger or his designee, it may appeal the grievance to arbitration by notifying the City Manager in writing within ten (10) calendar days of receipt of the decision of the City Manager or his designee. Arbitration of the grievance shall be in accordance with the arbitration procedure set forth below in Article 6.

5.04 Any decision not appealed by the employee or Union as provided, within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step may be appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the Union and City Manager or his designee.

- a. No matter or action shall be treated as a grievance unless a grievance is made within seven (7) calendar days from the time of the alleged violation of this agreement or the employee's knowledge of its occurrence not to exceed thirty (30) calendar days from the date of the alleged violation as set forth in Step 1 of the grievance procedure.
- b. Any employee covered by this Agreement shall have the right to initiate a grievance. Any duly elected Union representative may initiate a grievance on behalf of the membership as a whole when the entire bargaining unit is involved. Grievances filed by a duly elected Union representative shall be termed a class action grievance. Class action grievances filed by a duly elected Union representative shall follow the same guidelines and procedures as individual grievances.
- c. The grievant may select one (1) employee bargaining unit representative to attend all meetings between the City and Union for the processing of grievances. When such meetings take place at a time during which either the employee representative or grievant are scheduled to be on duty, they shall be granted leave from duty at their regular base rate of pay for such meetings, but only for the hours they would otherwise have worked on their regular work schedule, except when in the sole judgment of the Chief of Police, such leave from duty will create a shortage of full-time personnel on duty in which case such leave shall not be granted and other mutually agreeable arrangements shall be made.
- d. No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this Agreement.

## **ARTICLE VI ARBITRATION PROCEDURE**

6.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the City, then within ten (10) calendar days after the rendering of the decision at Step 2 or a timely default by the City at Step 2, the Union may submit the grievance to arbitration. Within this ten (10) calendar day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will request a list of seven (7) arbitrators from the FMCS, sub-regional pool. Once the list of seven (7) arbitrators is provided, the parties will alternatively strike one (1) name from the list until one (1) name remains who shall be designated the arbitrator to hear the grievance in question. The parties will alternate making the first strike from the panel of arbitrators for each arbitration.

6.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

6.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

6.04 The hearing or hearings shall be conducted pursuant to the Labor Arbitration Rules of the American Arbitration Association.

6.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the arbitration. All other costs shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. In the event of a "split award," the arbitrator shall split his fees and expenses equally.

6.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

6.07 No arbitrator may be utilized two times consecutively unless by mutual agreement of the parties or if selected through the alternative strike method.

6.08 The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

## **ARTICLE VII LABOR MANAGEMENT COMMITTEE**

7.01 A Labor-Management Committee consisting of the City Manager or his designee, the Chief of Police and up to three (3) other members representing the City as selected by the City Manager, and the Union's chief negotiator and up to four (4) members of the Union's Negotiating Committee shall meet at least two (2) times per year for the purpose of discussing and/or resolving any mutual work related problems, excluding pending grievances. Any member of the Committee may put an item(s) on the agenda at least seven (7) calendar days in advance of the meeting. Where possible, suggestions adopted by the Committee shall be implemented within sixty (60) calendar days of adoption. When such meetings take place at a time when Union members are scheduled to be on duty, the three (3) members shall be granted leave from duty with pay for attendance at such meetings, but only for the hours they would otherwise have worked on their regular work schedule, except when in the sole judgment of the Chief of Police, such leave from duty will create a shortage of full-time personnel on duty and in such case leave will not be granted and other mutually agreeable arrangements shall be made. Any members of the committee attending the meeting who are not scheduled to work shall receive straight time compensatory time for the time spent attending the meeting. The City shall only be liable to pay or grant straight time compensatory time to three (3) members (whether on duty or off duty) for attendance at each meeting.

**ARTICLE VIII RATES OF PAY**

8.01

- a. Effective March 31, 2014, employees shall be paid at a bi-weekly pay rate in accordance with the following schedule retroactive for employees employed upon ratification:

		<u>Step 1</u>	<u>Step 2</u>
Sergeants	Bi-weekly	\$3,035.29	\$3,173.22
	Annual	\$78,917.54	\$82,503.72
Lieutenants	Bi-weekly	\$3,363.44	\$3,546.15
	Annual	\$87,449.44	\$92,199.90

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- b. Effective March 31, 2015, employees shall be paid at a bi-weekly pay rate in accordance with the following schedule:

		<u>Step 1</u>	<u>Step 2</u>
Sergeants	Bi-weekly	\$3,096.00	\$3,236.68
	Annual	\$80,496.00	\$84,153.68
Lieutenants	Bi-weekly	\$3,430.71	\$3,617.07
	Annual	\$89,198.46	\$94,043.82

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- c. Effective March 30, 2016, employees shall be paid at a bi-weekly pay rate in accordance with the following schedule:

		<u>Step 1</u>	<u>Step 2</u>
Sergeants	Bi-weekly	\$3,157.92	\$3,301.41
	Annual	\$82,105.92	\$85,836.66
Lieutenants	Bi-weekly	\$3,499.32	\$3,689.41
	Annual	\$90,982.32	\$95,924.66

8.02 A grievance shall not be filed or processed by, or on behalf of, an employee alleging a wage rate inequity.

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

8.04 Reduction in salary for disciplinary or other reasons shall not exceed one (1) step in the employee's pay grade.

8.05 Subject to the approval of the City Manager, any employee who has voluntarily resigned without delinquency may be reinstated to his former classification at any time within one (1) year from the date of separation. His new rate of pay shall be at the same grade and step the employee was earning at the time of his separation.

8.06 An employee who leaves the City service to enter active service in the armed forces of the United States, who returns directly to the City upon separation and within the time periods set forth in USERRA and who is reinstated to his previous position shall be entitled to receive compensation at the rate of pay to which he would have been entitled had his service with the City not been interrupted by service in the armed forces.

#### 8.07 Transfer Rates of Pay

When an employee is qualified for, and is temporarily transferred to a higher classification he shall be paid the rate of the higher classification for all hours worked in that classification.

#### 8.08 Pay Periods

Except where it conflicts with other regulatory provisions, the compensation period for all full-time employees shall be paid on a bi-weekly basis. In cases where an employee is hired or terminates employment with the City between pay periods, compensation will be at hourly rates for the grade in which they are placed, or are working, multiplied by the number of hours worked to the beginning of the next pay period or the termination of employment whichever is applicable. The pay period begins with the start of the Monday day shift and ends at the conclusion of the midnight shift on Monday morning over a two (2) week period designated by the City. The City shall remit all compensation through direct deposit.

8.09 Payroll Changes

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

8.10 Longevity Compensation

In addition to regular compensation, longevity pay increments will be paid to the employee according to the following schedule. Longevity benefits are to be applied to Bargaining Unit Members employed by the City upon ratification of the Successor Agreement by both parties.

<u>Years of Service</u>	<u>Annual Longevity</u>
5	\$400.00
6	\$500.00
7	\$600.00
8	\$750.00
9	\$900.00
10	\$1,000.00
11	\$1,100.00
12	\$1,200.00
13	\$1,300.00
14	\$1,350.00
15	\$1,450.00
16	\$1,550.00
17	\$1,650.00
18	\$1,750.00
19	\$1,850.00
20	\$2,000.00
21	\$2,100.00
22	\$2,200.00
23	\$2,300.00
24	\$2,400.00
25	\$2,500.00

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

Longevity payments provided for in this Section shall be paid in two (2) payments in each calendar year, one (1) on the first pay date in December and one (1) on the first pay date in June. Employees are eligible to receive prorated longevity pay upon leaving City employment, provided the employee leaves in good standing. Such payments, when due, shall be included in the employee's regular paycheck.

8.11 Shift Differential

- a. All employees who are regularly assigned to the 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m. work shift shall receive a shift differential of eighty-five (\$.85) cents and sixty (\$.60) cents per hour, respectively, for all hours worked.
- b. Any employee who works overtime into the next shift shall receive the higher of that shift's differential or his own shift differential for all overtime hours worked on such shift.
- c. Any employee working day shift hours other than the 7:00 a.m. to 3:00 p.m. shall have their day shift defined as any eight (8) hour period commencing between 6:00 a.m. and 10:00 a.m.

8.12 Firearms Proficiency Allowance

- a. Annually, and in accordance with standards established by the Chief of Police, all bargaining unit members shall be required to complete an approved Firearms Requalification Program.
- b. Upon presentation of an appropriate letter from a range or training officer authorized by the Chief of Police evidencing satisfactory completion and compliance with the approved Firearms Proficiency Program, each qualifying member of the bargaining unit shall be entitled to the following payment:

Marksman	\$495.00
Sharpshooter	\$930.00
Expert	\$980.00
Distinguished Expert	\$1,030.00

- c. The amount of the allowance to be paid to each qualifying member of the bargaining unit shall be determined by the level of the member's proficiency in the preceding calendar year.
- d. Payments to qualifying members shall be on a lump sum basis payable on the first pay date in December. Such payments, when due, shall be included in the employee's regular paycheck.
- e. In addition to the lump sum payment set forth above, the annual Firearms Proficiency payment will be included with the employee's annual salary for purposes of calculating the regular base hourly rate in order to determine his rate for "overtime" hours as defined by Section 13.04 of this Agreement and worked during the following calendar year (*i.e.*, an employee who qualifies as a Marksman in 2011 will have \$495.00 added to the applicable 2012 annual salary to determine his overtime rate).

### 8.13 Administrative Duty Pay

Police Lieutenants and Sergeants shall receive an annual payment of one thousand and five hundred dollars (\$1,500.00) per employee as compensation for administrative duties above the duties of police officers. Payments to members shall be on a lump sum basis payable on the first pay date in December. Such payments when due shall be included in the employee's regular paycheck.

### 8.14 Team Commander Cell Phone Pay

Employees assigned to the positions of "Commander" of the SWAT Team, Bomb Squad, and Hostage Negotiation Team only will receive a payment of thirty dollars (\$30.00) per calendar month in Cell Phone Pay. The Police Chief retains sole discretion to designate employees as team commanders eligible for this pay. Employees who are eligible for Cell Phone Pay are required to obtain and maintain a cell phone at their own expense and to be accessible through that cell phone as required by Department policies and regulations. This provision in no way requires the City to provide team commanders or any other employees with cell phones.

## **ARTICLE IX HOURS OF WORK AND OVERTIME**

9.01 The regular workweek for all employees shall be forty (40) hours, as scheduled.

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

9.03 When an employee is required to appear before a court or administrative agency as a result of his actions as a police officer on behalf of the City at times other than time abutting his scheduled duty hours, he shall receive compensation at time and one-half (1½) his regular base hourly rate of pay with a minimum of three (3) hours pay. When an employee is required to return to work for emergency duty at times other than time abutting his scheduled duty hours, he shall receive compensation at time and one-half (1 ½) his regular base hourly rate of pay with a minimum of three (3) hours pay.

9.04

- a. Overtime payment at one and one-half (1½) times the regular base hourly rate of pay will be paid to employees for all authorized hours actually worked in excess of the employee's regularly scheduled workday or for all authorized hours actually paid in excess of forty (40) hours per week (i.e. sick leave, holidays, comp time, etc) except as provided in Sections 9.03, 9.07 and 9.09.
- b. The City shall have the right to require an employee to work an overtime assignment.

9.05

- a. Employees who have earned overtime at either time and one-half (1½) the regular base rate of pay or at the regular base hourly rate of pay may credit such overtime to compensatory time off up to a maximum of one hundred twenty (120) hours. Upon being credited with one hundred twenty (120) hours of compensatory time off, the employee must take compensatory time off before any additional overtime may be accumulated and credited as earned compensatory time off.
- b. The employee must request compensatory time off in writing at least forty-eight (48) hours in advance of the period such time off shall be desired. No compensatory time may be taken without the approval of the Chief of Police. Compensatory time shall be taken in segments as specified in departmental policies and procedures.

9.06 The following duty shall not be included in the computation of employee pay.

- a. Voluntary time spent on public talks, public demonstrations, public relations activities and department committee meetings except that employees shall receive compensatory time off at their regular base hourly rate of pay for all authorized time spent in such authorized activities up to a maximum of sixteen (16) hours per year, subject to provisions of Section 8.05. Authorized time as specified herein in excess of sixteen (16) hours per year shall be paid at the employee's regular base rate of pay. The authorization for compensatory time off under this section must be in writing.
- b. Emergency stand-by duty to the extent that the employee is not actually working. During emergency stand-by duty, employees are not restricted in any travel or activities but must provide the Chief of Police with a phone number at which the employee can be contacted.

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

9.08 Pyramiding

Pyramiding shall not include officers working overtime while on approved time off, regardless of their shift, as long as their time off did not cause the overtime and there is no evidence that one or more officers planned to create the overtime. There shall be no pyramiding of overtime.

## **ARTICLE X TRAINING**

10.01 Any employee required to remain overnight to receive training shall receive an allowance for meals of fifty dollars (\$50.00) maximum per full day when meals are not otherwise provided. The allotment for partial days is as follows:

Breakfast – eight (\$8.00) dollars

Lunch – twelve (\$12.00) dollars

Dinner – thirty (\$30.00) dollars

No reimbursement shall be made for alcoholic beverages.

10.02 Employees shall be reimbursed at the prevailing cost for overnight accommodations, as approved by the Police Chief. Mileage reimbursement for use of the employee's personal vehicle to attend formally approved training programs shall be made in accordance with standard City policy on mileage reimbursement.

10.03 Receipts for all meals and/or accommodations must be submitted and approved by the Police Chief.

## **ARTICLE XI TUITION REIMBURSEMENT**

### **11.01 Tuition Reimbursement**

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

### **11.02 Eligibility**

The tuition reimbursement program shall be made available to regular full-time employees. To be eligible for tuition reimbursement, an employee must:

- a. Have completed a one (1) year entry level probationary period.
- b. Obtain written approval from the Police Chief and the City Manager of the course to be taken prior to registering for the course.
- c. Successfully complete the course with a grade of "B" or higher and submit an official written record of the grade attained and work completed.
- d. Be in the City's employment at the time of completing and being reimbursed for such approved course work.

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

### 11.03 Extent and Type of Reimbursement

Tuition reimbursement shall be made in the following manner:

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

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

11.04 The Police Chief with approval of the City Manager shall promulgate appropriate rules and regulations for the implementation of this Article.

## **ARTICLE XII DEGREE PAY**

12.01 Effective with the execution of this Agreement, eligible employees shall be entitled to receive payment in accordance with the following schedule:

- a. An annual payment of nine hundred (\$900.00) dollars when the employee is awarded an Associate Degree in a law enforcement or criminal administration course of study approved by the City Manager and awarded by an accredited degree-granting institution of learning. An employee awarded an Associate Degree in a course of study other than law enforcement or criminal administration approved by the City Manager and awarded by an accredited degree-granting institution of learning is eligible for an annual payment of four hundred and fifty dollars (\$450.00).

- b. An annual payment of one thousand five hundred (\$1,500.00) dollars when the employee is awarded a Bachelor's Degree in a law enforcement or criminal administration course of study approved by the City Manager and awarded by an accredited degree-granting institution of learning. An employee awarded a Bachelor's Degree in a course of study other than law enforcement or criminal administration approved by the City Manager and awarded by an accredited degree-granting institution of learning is eligible for an annual payment of seven hundred and fifty dollars (\$750.00).
- c. An annual payment of two thousand dollars (\$2,000.00) when the employee is awarded a master's Degree in a law enforcement or criminal administration course of study approved by the City Manager and awarded by an accredited degree-granting institution of learning. Employees holding Master's Degrees in other subject areas are not eligible for payment for those degrees.
- d. In addition to the lump sum payments set forth above, the annual Degree Pay for which an employee qualifies will be included with the employee's annual salary for purposes of calculating the regular base hourly rate in order to determine his rate for "overtime" hours as defined by Section 9.04 of this Agreement and worked following verification of completion of the applicable degree (*i.e.*, an employee whose completion of an Associate Degree in law enforcement in December 2008 will have \$900.00 added to the applicable 2009 wage rate to determine his overtime rate). The amount of Degree Pay included for purposes of calculating the regular base rate will be prorated for degrees verified after January 1 of each year.

Advanced education payments provided for in this Section shall be paid in two (2) payments in each calendar year based on the date of verification of completion of the applicable Degree, one (1) on the first pay date in December and one (1) on the first pay date in June. Applicable credits verified after January 1<sup>st</sup> of each year shall be paid on a prorated basis. Employees are eligible to receive prorated certificate/degree pay upon leaving City employment, provided the employee leaves in good standing. Such payments, when due, shall be included in the employee's regular paycheck. The provisions set forth above will not be applied to retroactively increase any Degree Pay or overtime payments made prior to the execution of this Agreement. Accordingly, an employee qualifying for Degree Pay under the terms set forth above will receive one-half of the amount set forth for the degree held as part of the first pay in December 2008. However, employees holding certificates or degrees in a course of study other than law enforcement or criminal justice who were ineligible for Degree Pay at the time of the June 2008 payment will receive retroactive Degree Pay for June 2008 after execution of the 2008-2011 Agreement and payment according to the terms agreed to above in December 2008.

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

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

12.04 Any employee employed on or before March 27, 2011 and is subsequently promoted to a Sergeant or Lieutenant on or after March 28, 2011 who has or obtains a Bachelors Degree as set out in this Article shall be entitled to such Bachelors Degree Pay. Any employee promoted to a Sergeant or Lieutenant on or after March 28, 2011 shall not be entitled to Masters Degree Pay should they have or obtain such Degree.

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

### **ARTICLE XIII UNIFORM ALLOWANCE**

13.01 A uniform allowance (less any amount to be utilized by the employee for pager lease payments) shall be paid to employees during the first pay date in March of each calendar year of this Agreement in accordance with the following schedule:

	<u>Uniform Allowance</u>
Police Sergeants and Lieutenants (Exclusive of Detective Sergeants and Detective Lieutenants)	\$1,550.00
Police Detective Sergeants and Detective Lieutenants	\$1,700.00

Employees who also serve in the following capacities shall receive the following amounts in addition to their regular clothing allowance noted above:

Evidence Technicians	\$200.00
Canine Handlers	\$150.00
SWAT Tactical Officers	\$200.00
Bomb Technicians	\$150.00
Bike Patrol	\$150.00
ATV Officers	\$100.00
Deer Culling Officers	\$250.00 (Effective 2013) No replacement deer.

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

13.02 If an employee terminates employment with the City after receiving a cash uniform allowance for that year, the City may withhold a prorated portion of said cash uniform allowance from his final paycheck, said proration to be calculated based on the employee's termination date. If separated from the special unit at any time during the year in which they receive the allowance, said amount will be prorated back to the City.

## **ARTICLE XIV SICK LEAVE**

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

- a. Non-occupational illness, physical incapacity, or non-compensable bodily injury of the employee.
- b. Quarantine because of contagious disease upon presentation of a certificate from the attending physician.
- c. Illness of a member of the employee's immediate family requiring the presence at home of the employee up to a maximum of eighty (80) hours of accumulated sick leave in a calendar year. Additional sick leave for this purpose in special cases may be authorized by the City Manager. The Chief of Police shall present such recommended authorization to the City Manager for this consideration before such leave is granted. For purposes of this provision, immediate family shall be taken to mean sibling living in the employee's home, spouse, child, step-child, parent, or step-parent.
- d. The birth of a child to the employee or the employee's adoption of a child up to a maximum of eight (80) hours of accumulated sick leave in a calendar year. Use of sick leave for birth or adoption is in addition to the sick leave set forth in Section 18.10(c) above.

14.02

- a. Sick leave will not be allowed when absence is due to the use of narcotics, intoxicants or willful misconduct.
- b. An employee who is self-employed or works for another employer while on sick leave, disability leave or FMLA leave, who performs activities in conflict with the stated reasons for the leave will be considered as having terminated his employment with the City of Mentor.
- c. Sick leave will not be allowed in instances when the employee is cleared for light duty by a physician and the City has light duty available consistent with the employee's physical limitations and requests that the employee performs such light duty assignment.

14.03 In order to have an absence counted as sick leave, the employee on the first day of absence due to illness or injury and on each day thereafter shall notify an appropriate person with the Department, as determined by the Chief of Police, of his illness or injury at least two (2) hours prior to the starting time of his regular afternoon and midnight shift and one (1) hour prior to the starting time of his regular day shift, if not hospitalized, or sick leave will not be allowed. Should the illness or injury prevent the employee from making such notification, then it will be the responsibility of his designee to comply with this notification requirement. Upon his return to duty the employee shall submit a written, signed sick leave request to the Chief of Police for approval. Failure to notify the appropriate person within the Department shall result in denial of a claim for paid sick leave. This request shall be submitted on forms approved and provided by the City of Mentor which will indicate whether the requested leave is for personal or family illness and/or FMLA. The City may request additional documentation as to whether the leave is a qualified FMLA event, assuming the employee is eligible for the requested leave.

14.04 The City may require proof of illness for any authorized sick leave. In the judgment of the Chief of Police, proof of sick leave may include a signed doctor's certificate or other proof of illness or injury from the physician of the employee or physician of a member of his immediate family as defined in this Article whichever is applicable indicating the nature and duration of the illness or injury. Proof of illness or injury will not normally be required for sick leave of less than four (4) consecutive working days unless determined otherwise by the Chief of Police. Proof of illness or injury will be required to be submitted to the City Manager for approval of sick leave of four (4) or more consecutive working days, unless the illness or injury is of such a nature that the City Manager waives the requirement to furnish a qualified doctor's certificate. When required by the City Manager, such doctor's certificate shall be submitted to the City Manager no later than six (6) calendar days after the commencement of illness or injury stating the nature and probable length of such illness or injury.

14.05 When sick leave extends beyond five (5) consecutive working days, the employee will be required to provide the City with a medical report.

14.06 The City Manager reserves the right at any time to require an employee to submit to a physical examination by a doctor of the City's choice, the cost of the physical examination to be at the City's expense. If, based on this examination, additional evaluation and/or care is needed before the employee can return to work, it shall be the responsibility of the employee to obtain said care through their physician(s) and insurance.

14.07 Sick leave shall be earned by each regular full-time employee at the rate of 4.62 hours for each full bi-weekly pay period of continuous service. Full-time employees shall be allowed to accumulate an unlimited amount of sick leave.

14.08 Any employee who retires or terminates his employment with the City of Mentor less than ten (10) years of service will not be entitled to accumulated sick leave, except due to death in the line of duty in which case the employee's estate shall receive the value of his total unused accrued sick leave earned while employed with the City of Mentor.

14.09 Upon retirement from active duty, as that term is defined by the Ohio Police & Fire Pension Fund, or death of an employee with ten (10) or more years of full-time service to the City of Mentor, one-third ( $\frac{1}{3}$ ) of the value of his unused accrued sick leave credit, earned while employed with the City of Mentor, to a maximum of nine hundred sixty (960) hours, shall be

remitted on the basis of his current base rate of pay to the employee or his estate. Such payment shall only be made once and shall eliminate all sick leave credit accrued by the employee. In the event the employee dies in the line of duty, his estate shall receive the value of his total unused accrued sick leave credit earned while employed with the City of Mentor.

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

14.11 Any abuse (including patterned abuse) of sick leave shall be just and sufficient cause for disciplinary action.

## **ARTICLE XV HOLIDAYS**

15.01 The following are the official City holidays for employees:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	*Two Floating Holidays
Labor Day	

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

15.02 On official holidays the following shall apply:

- a. An employee who is scheduled and works on a holiday shall receive ten (10) hours compensatory time off during the calendar year in lieu of the holiday.
- b. An employee who scheduled day off falls on the holiday shall receive ten (10) hours compensatory time off during the calendar year in lieu of the holiday.
- c. To be eligible to receive holiday pay an employee must work his scheduled shift before and after the holiday.
- d. Employees employed prior to March 28, 2011, may, at their discretion, sell back up to sixty (60) hours of holiday time, to be paid in December of each year. Employees employed prior to March 28, 2011 who are promoted to a position in this bargaining unit may, at their discretion, sell back up to forty (40) hours of holiday time, to be paid in December of each year. Employees employed on or

after March 28, 2011, may at their discretion sell back up to twenty-four (24) hours of holiday time, to be paid in December of each year.

- e. For employees assigned to work in staff positions only, if, due to scheduling, holidays cannot be taken during the year earned they may accumulate and be taken off in the subsequent calendar year. Days so scheduled must be with the approval of the Chief of Police and authorization of the City Manager. However, if approved by the Police Chief with the authorization of the City Manager, the City may pay an employee at his regular base hourly rate of pay for up to twenty-four (24) hours of holiday leave earned in a calendar year in lieu of granting compensatory time off for such holiday(s).
- f. In the event that an employee is on authorized sick leave the day prior to or following a holiday or the day prior to or following compensatory time off taken in lieu of a holiday, proof of illness shall be required.
- g. Time and one-half (1½) pay shall be paid to employees for hours actually worked on a shift for which the majority of hours falls on \*New Years Day, Thanksgiving Day, Christmas Day, Memorial Day, or the Fourth of July. For example, under current shift schedules, time and one-half (1½) pay would be for all hours actually worked on the following shifts:
  - 1. 11:00 p.m. Thanksgiving and Christmas Eves to 7:00 a.m. Thanksgiving and Christmas Days
  - 2. 7:00 a.m. – 3:00 p.m. Thanksgiving and Christmas Days
  - 3. 3:00 p.m. – 11:00 p.m. Thanksgiving and Christmas Days
  - 4. 4:00 p.m. Thanksgiving and Christmas Days to 2:00 a.m. the days after Thanksgiving and Christmas\*3:00 p.m. New Years Eve through 3:00 p.m. New Years Day

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

- h. If an employee requests a holiday within thirty (30) days of the date requested, or once within thirty (30) days of the date requested if requested outside of thirty (30) days, the City shall approve or disapprove the holiday within five (5) days of the date of submission. If the holiday is approved, it shall not be disapproved at a later time merely to avoid routine overtime (e.g., individual sick leave fill). However, should unforeseen circumstances of an extraordinary nature (department-wide emergency) develop; the City retains the right to revoke previously approved holidays.

**ARTICLE XVI VACATION LEAVE**

- 16.01 a. Employees shall be eligible for vacation leave paid at the regular base rate on the basis of time earned or accrued in accordance with the following schedule:

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

- b. An employee who enters the service of the City during a bi-weekly pay period will not accrue vacation credit for that pay period unless the employee actually works the entire bi-weekly pay period.
- 16.02 a. The following shall apply to vacation leave: A regular, full-time employee may carry at any given time a maximum of one (1) calendar week of vacation more than the annual allowable accrual rate at that time. (Example: An employee currently earning four (4) weeks (160 hours) of vacation per year may not carry more than five (5) weeks (200 hours) of vacation on the books at any time).
  - b. An employee with twenty (20) or more years of service to the City of Mentor will be permitted to accumulate up to eight (8) weeks of vacation for cash out purposes at the time of retirement.
  - c. Vacation leave shall be determined by length of classification seniority.
  - d. Vacation leave shall not be granted during any unauthorized work stoppage.

- e. Choice of vacation dates by employees shall be granted whenever practicable without jeopardizing the work requirement of the Police Department as determined by the Chief of Police. Classification seniority shall prevail when requested vacation dates conflict, in accordance with the policy established by the Chief of Police. After January 31<sup>st</sup> of each year an employee who has not used his seniority to select a vacation period shall not be permitted to use seniority to require another employee to give up his previously scheduled vacation period. Provided, however, that where scheduling permits, two (2) employees from any shift may be on vacation leave at the same time.
- f. If an employee terminates employment, he shall be entitled to be paid for any unused accrued vacation time. On the death of an employee entitled to an unused accrued vacation allowance, the allowance shall be paid in a lump sum to his surviving spouse, then to his estate.
- g. To be granted vacation leave, an employee must submit a prior written, signed request to the Chief of Police or his designated representative for approval in accordance with the policy established by the Chief of Police.
- h. In the event that an employee is on authorized sick leave the day prior to or following vacation time, proof of illness for such sick leave shall be required.

## **ARTICLE XVII DISABILITY PAY**

### **17.01**

- a. An employee who sustains an injury or contracts an occupational disease as those terms are defined in R.C. §4123.01 in the course of an arising out of his or her employment with the City and is temporarily and totally disabled shall continue to receive his or her full salary and health insurance benefits during the period of temporary total disability ("IOD Pay"); except if any such employee then has completed twenty-five (25) years of service and/or becomes eligible for a pension, then IOD Pay shall cease. In view of the emergency nature of police work, payments under this Article shall continue for up to six (6) consecutive calendar months from the date of injury contingent upon the submission of medical evidence of continuing temporary and total disability. Said payments may be extended for up to an additional six (6) months at the sole and exclusive discretion of the City Manager or designee, but in no event shall said payments continue for more than one (1) year from the date of injury.
- b. The City Manager may require at regular intervals and not less than every thirty (30) days written proof of continuing disability from the employee's physician, and, the City Manager may also require an examination of the employee by a physician of the Manager's choice to determine the extent and probable duration of the disability. If such examination concludes that the employee is physically able to return to his or her regularly assigned full-time duties or any light duty assignment within his or her physical restrictions, the City Manager will direct the employee to return to work on the Monday next following or on a date determined by the City Manager. An employee medically cleared to return to work in any

capacity is not eligible for IOD Pay. Failure to return as directed will be considered as voluntary termination unless an appeal is filed with the City Manager.

- c. In the case of any injury or illness arising out of and/or during the course of employment with the City of Mentor which causes the employee to be disabled and unable to report for work, his sick leave shall not be charged.
- d. If an employee is on an extended leave of any type and his vacation has accrued to the maximum under Article 16.02, he shall be entitled to no further accrual of vacation until he returns to regular duty.
- e. Employees seeking IOD Pay must submit an Ohio Bureau of Workers' Compensation form MEDCO-14 completed and signed by a physician, which designates them as temporarily and totally disabled to the City to be eligible for IOD Pay. Failure to submit a complete, signed MEDCO-14 form may result in denial of IOD Pay. The MEDCO-14 form will be proof of continuing disability as required by Section 17.01 (a.).
- f. An employee may not receive IOD Pay for time taken off work to attend appointments related to the at-work injury after he or she is deemed fit to return to his or her regularly assigned duties or any light duty assignment. An employee may receive flex time to accommodate necessary follow-up medical appointments related to an at-work injury or occupational disease if approved by the Police Chief or his designee.

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

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

17.04 When receiving IOD Pay as specified in this Article, a regular full-time employee shall refund to the City of Mentor amounts, which may be received under the Ohio Workers' Compensation Law for such times as the employee received IOD Pay from the City.

## **ARTICLE XVIII SPECIAL LEAVE**

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

18.02

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

18.03 Except where circumstances will not permit, requests for special leaves, as provided in Sections 18.01 and 18.02 will be presented in writing to the Police Chief at least fifteen (15) working days in advance of the proposed effective date of the leave. Approved leave will be granted in writing and will specify the period of leave authorized. Failure to return on the specified date during such leave will be considered automatic termination. Engaging in other employment during such leave without prior written approval of the City Manager will be considered automatic termination.

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

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

## **ARTICLE XIX PERSONAL LEAVE**

19.01 An employee shall be entitled to two (2) working days per calendar year for personal leave. The duration of a personal leave "day" will be defined by the employee's work schedule at the time the personal day is used (e.g., an employee working a twelve (12) hour shift will receive a twelve (12) hour personal day and an employee working an eight (8) hour shift will receive an eight (8) hour personal day). Personal leave days used prior to the execution of this Agreement were defined as eight (8) hour days and employees who used such time prior to execution of this Agreement will not be entitled to a retroactive increase in personal leave hours. Said personal leave shall not be charged to the employee's sick leave. Employees who fail to use such personal leave in each year of this Agreement shall lose such personal leave.

Neither personal day shall be charged to the employee's accumulated sick leave. Personal days are not accumulative and cannot be applied to the next calendar year.

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

## **ARTICLE XX PARENTAL LEAVE**

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

- a. Length of Leave: Leaves of absence shall be limited to the period of time that the affected employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed six (6) months. If the employee is unable to return to active work status within six (6) months, such employee may be granted a reasonable extension.
- b. Physician's Certificate: An affected employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth or related medical conditions.
- c. Sick Leave Usage: An affected employee shall use all of the employee's accumulated sick leave credit for only the period of time, as certified by the physician's certificate that the employee is unable to work as a result of pregnancy, childbirth or related medical conditions, prior to obtaining an unpaid leave. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as defined above.
- d. Vacation Leave Usage: An affected employee shall use all of the employee's accumulated vacation leave at any time prior to or following childbirth, prior to obtaining an unpaid leave.

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

## **ARTICLE XXI FAMILY AND MEDICAL LEAVE ACT**

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

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

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

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

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

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

21.06 An employee requesting FMLA leave must provide the City with the appropriate Certification form. Employees who wish to use FMLA leave for any qualifying reason must fill out a leave request form thirty (30) days or more prior to the date they wish the leave to commence. In cases where the leave was unforeseeable, the form should be submitted as soon as possible before the requested leave is to commence and in any case within five (5) days or as soon as practicable.

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

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

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

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

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

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

## **ARTICLE XXII EMPLOYEE GROUP INSURANCE**

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

- a. The City shall provide hospitalization and medical benefits substantially comparable to that provided by the City of Mentor health care plan.
- b. The City shall provide a prescription drug plan that has a co-payment of fifteen dollars (\$15.00) for covered generic drugs and twenty-five dollars (\$25.00) for covered formulary drugs, and sixty dollars (\$60.00) for covered non-formulary drugs.
- c. For all maintenance-type prescription drugs, the employee should use the mail order process. A maintenance-type prescription drug is defined as a prescription drug that is required to be taken for 90 days or more. If the covered individual does not use the mail order process for that prescription, the co-payment required for that prescription upon the third purchase of a thirty-day refill at a retail pharmacy will be double the normal co-payment amount (\$30.00 for covered generic drugs, \$50.00 for covered formulary drugs, and \$120.00 for covered non-formulary drugs). The City will take steps to ensure that covered individuals are notified of the applicability of this provision to their individual prescriptions and when failure to use the mail order prescription drug plan will result in increased co-payments.
- d. The City shall provide dental and orthodontia coverage with a schedule of benefits, conditions, and limitations in accordance with the terms of the group plan purchased (or the plan adopted, if self funded).
- e. Accidental death or dismemberment insurance coverage in the amount of fifteen thousand (\$15,000.00) dollars, with eligibility and the coverage amount for employees age sixty-five (65) and older to be in accordance with the terms of the group policy.

- f. Term life insurance coverage equal to the amount of one times an employee's annual base salary as set forth in Section 8.01 of this Agreement, with eligibility and the coverage amount for employees age sixty-five (65) and older to be in accordance with the terms of the group policy.

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

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

- a. The employer will pay ninety percent (90%) and the employee will pay ten percent (10%) of the monthly healthcare premium cost without a cap.
- b. An annual deductible of two hundred dollars (\$200.00) for single coverage and four hundred dollars (\$400.00) for family coverage. The deductibles will not be applied to health care services defined as "preventative" by the health care provider.
- c. Ten percent (10%) coinsurance for all services up to a maximum of four hundred dollars (\$400.00) for single coverage and eight hundred dollars (\$800.00) for family coverage per year.
- d. A co-pay of fifteen dollars (\$15.00) per visit for office visits to any provider of medical services and twenty dollars (\$20.00) per visit to any medical specialist.
- e. A co-pay of seventy-five dollars (\$75.00) per visit for the employee and each covered individual to an emergency room.
- f. All additional cost to provide healthcare coverage for over age dependent children shall be at the employee's expense.

## **ARTICLE XXIII    RETIREMENT BENEFIT**

23.01 Upon retirement from active duty of an employee with twenty (20) or more years of full-time service with the City or disability retirement from active duty of an employee with fifteen (15) or more years of full-time service with the City, said employee shall be entitled to receive his regular service weapon at no cost to the employee. In the event the City makes a weapon change and such change occurs within two (2) years of an employee's scheduled retirement date, the employee may receive either his old weapon or new weapon pursuant to this paragraph.

## **ARTICLE XXIV    PROBATIONARY PERIOD AND SENIORITY**

24.01 Employees shall serve a probationary employment period of one (1) year of continuous employment in any position classification within the bargaining unit. During such period the City shall have the sole discretion to demote such employee to his previous position and any such action shall not be appealable through any grievance or arbitration procedure contained herein or to any civil service commission.

24.02 The seniority rights of employees shall be based upon length of continuous service within their rank and shall be determined from the date such employees were officially appointed to their rank

24.03 Whenever more than one (1) person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed the same day shall be determined by their relative position on the Civil Service examination, with the greatest classification seniority being granted to the individual standing highest on the list amongst those appointed and so on down in that order.

24.04 Length of continuous service with the City means uninterrupted continuous service with the Police Department from the date of employment or from the date of re-employment. Continuous classification service with the City shall govern service requirements for economic and non-economic benefits including but not limited to advancement within the compensation schedule, vacations, holidays, leave of absence and days off.

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

24.06 Approved leave of absence, without pay, in excess of thirty (30) days, except for extended service with the Armed Forces of the United States, shall be deducted in computing total service but shall not serve to interrupt continuous service, except as provided in Article XVIII, Section 18.04 (Special Leave).

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

- a. He quits or retires.
- b. He is discharged for just cause.
- c. He is absent for three (3) consecutive working days without notifying the City.

- d. He fails to return to work at the end of an approved leave of absence within five (5) working days.
- e. He fails to return to work from layoff within three (3) working days from date of recall.
- f. He accepts other employment during an “approved leave” of absence, except as provided in Section 18.02.
- g. He obtains a leave of absence by false or misleading statements.
- h. His layoff is continuous for a period of twenty-four (24) consecutive months.

24.08 Reduction in Force, Layoff and Recall

- a. In the event of a reduction in force, employees in the Police Department will be laid off in inverse order of their seniority within the Department.
- b. Except as provided in Section 24.07(h) length of continuous service will accrue during periods of layoff.
- c. An employee will be considered recalled to work, if he is notified by telephone, in person, or if notice is sent either by registered letter or telegram or other reliable means, to the last address on record with the City. It is the responsibility of the employee to provide the City with his current address and telephone number.

## **ARTICLE XXV OUTSIDE EMPLOYMENT**

25.01 With the proper written notification to the Police Chief or his designee, employees may engage in outside employment under appropriate circumstances provided the scope of employment does not result in a conflict of interest, subject the City to public criticism or embarrassment, demean the image of the Mentor Police Department, conflict or interfere in any manner with the employee's effective and impartial performance of the duties of his position and the total amount of employment does not interfere with the employee's ability to properly perform his duties. The employee will provide the Chief of Police with the name; address and telephone number of his outside employer or self-employment telephone number so that he may be contacted if necessary. If such outside employment is disadvantageous to the City, it shall be terminated upon notification in writing to the employee by the Chief of Police. Any employee who engages in employment outside of his regular working hours shall be subject to call-in to perform his regular duties first. For outside employment not requiring that an officer wear the Mentor Police Uniform or plain clothes and perform a police function, proper prior written notification shall be given to the Police Chief or his designee at least three (3) calendar days prior to employment, unless otherwise waived by the Police Chief or his designee.

25.02 Outside employment requiring that an officer wear the Mentor Police Uniform or plain clothes and perform a police function shall be subject to departmental procedures governing such employment.

## **ARTICLE XXVI PERSONNEL FILES**

26.01 The City shall maintain a complete personnel file for each employee. An employee shall have the right to receive a copy of material placed herein.

- a. An employee shall have access to his official personnel file located in the City Manager's office during regular office hours upon giving a written request to the Chief of Police twenty-four (24) hours in advance and provided that there shall be no undue interference with the normal routine of the Police Department and City Manager's office. Under no circumstances shall the personnel files be removed from the City Manager's office by the employee, and his access to the file shall be only in the presence of someone in authority in the office.
- b. Any inquiries into personnel files by anyone other than the City Manager, Personnel Director, Chief of Police, or their designees, require notification to the employee. Written notification to the employee of the source of the inquiry and reason for inquiry, if known, shall be made as soon as practical.
- c. Anonymous materials shall not be placed in an employee's personnel file unless an investigation determines the complaint is "sustained."
- d. An employee shall have the right to make such additions or responses to the material contained in his official personnel file as such additions or responses relate to his employment with the City. An employee shall have no right to remove material from his personnel file.

- e. A copy of all materials related to employee discipline shall be presented to an employee for signature prior to being placed in the employee's personnel file. A copy shall be provided to the employee at that time. The signature shall signify that the employee has received a copy of the document, not that the employee agrees with the contents of the document.
- f. An employee may request an opportunity to review documents in his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing his file. A representative of the City shall also be present. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

## **ARTICLE XXVII EMPLOYEE RIGHTS**

27.01 The City and Union agree that the department may review or inquire of an employee's performance relative to investigative and enforcement techniques, reports, attitude or other duty-related activities. Such review or inquiry shall not be deemed to be a disciplinary inquiry, hearing or investigation.

27.02 The City believes in the principle of progressive discipline; however, in some instances, a specific incident may justify immediate and/or severe disciplinary action in and of itself.

27.03 An employee has the right to the presence and advice of a Union representative when the employee is the subject of a disciplinary internal or criminal interrogation.

27.04 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or to participate in an investigation, he shall be advised that this refusal to answer such questions or participate in such investigation will be the basis of such a charge.

27.05 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employee may record such interrogation if he has a recording device available so as not to delay the investigation. The City may have a transcript of such recording at the City's expense.

27.06 Employees shall be given a minimum of twenty-four (24) hours' notice prior to any interview connected with an investigation and shall be informed of the subject matter of the investigation at that time.

27.07 All complaints by civilians, which are the sole basis for the disciplining of an employee, shall be in writing and signed by the complainant. The City will furnish a copy of the complaint to the employee against whom the complaint has been filed after a disciplinary grievance has been initiated.

27.08 Records of reprimands or suspensions without pay older than eighteen (18) or sixty (60) months, respectively, shall not be used in subsequent disciplinary actions, providing there has been no intervening disciplinary actions taken against the employee during such time periods.

27.09 During the pendency of the development of a new evaluation form, such presently existing evaluation forms shall not be utilized as the sole basis for imposing disciplinary action.

27.10 The following procedures shall apply to interviews of an officer questioned during the course of an investigation when sufficient information is available to the Department, to indicate that such investigation may result in disciplinary action.

- a. An officer being interviewed shall be provided, if he so chooses, with an opportunity within a reasonable time which will not interfere with such interview to contact a Union representative to have such representative present. The representative shall be confined to counseling and shall not actually participate in the interview. An officer being interviewed shall be responsible for contacting a Union representative. Should a Union representative not be available within a reasonable time to attend an interview, such interview may be conducted without a Union representative being present.
- b. An officer shall be informed of the nature of an investigation before the interview commences. Such information shall be sufficient to reasonably apprise the officer of the nature of the investigation.
- c. An officer subject to interview shall be given a brief time prior to or during an interview to locate and review any written documentation the officer may have regarding a specific questions.
- d. If a criminal prosecution relative to the matter under investigation against the officer being interviewed could result from the interview of the officer, the officer shall be given the MIRANDA warning and allowed to have counsel or Union representative present.
- e. An officer may be ordered to appear for an interview at a reasonable time and place to submit to questioning or other investigation. To the extent possible, such interview shall be reasonably related to his working hours. Such interview shall be for reasonable periods of time and shall provide for personal necessities and rest periods. This provision shall also apply to an officer being interviewed in the course of an investigation concerning another officer.
- f. An officer may be ordered to respond to questions. Prior to charging an officer with a violation of Departmental rules, regulations, policies and procedures for refusing to answer questions during an interview, such officer shall be advised that his refusal to answer such questions may be the basis for such a charge. This provision shall also apply to an officer being interviewed in the course of an investigation concerning another officer.
- g. An officer being interviewed shall not be subjected to offensive language or threatened. No promise shall be offered as an inducement to answering a question. Provided, however, that ordering an officer to answer questions as specified in (f) of this Section shall not be applicable to this provision. This

provision shall also apply to an officer being interviewed in the course of an investigation concerning another officer.

- h. The City or the officer being interviewed shall have the right to use a tape recorder during such interview, with the costs, if any, to be assumed by the requesting party. All parties shall be notified in advance that a tape recorder or other audio recording device is to be used.
- i. An officer or a complainant may at any time be requested by the investigator to submit to a polygraph examination or to a voice stress analysis. The City shall not conduct a surreptitious voice stress analysis. In the event that either one or both the complainant or officer submit to a polygraph examination or voice stress analysis, the questioning shall be narrowly related to the specific investigation. The results of such polygraph examination or voice stress analysis shall be admissible in any departmental hearing although the charged officer may question the validity of the polygraph examination. This provision shall also apply to an officer being interviewed in the course of an investigation concerning another officer. An officer shall not be subject to disciplinary action for refusing to submit to a polygraph examination or voice stress analysis.

27.11 Should it be determined during or following an investigation that an anonymous complaint against an officer is clearly unfounded, such determination shall be noted on the departmental complaint form and said form shall not become part of an officer's official personnel file.

## **ARTICLE XXVIII DISCIPLINARY PROCEDURE**

28.01 Except as provided in Article XXIV, Section 24.01, this procedure shall apply to all employees covered by this Agreement.

28.02 All employees shall have the following Disciplinary Procedure rights:

- a. An employee shall be entitled to representation by a Union representative and/or a Union authorized attorney at each step of this Disciplinary Procedure.
- b. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as a result of the exercise of his rights under this procedure.

28.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the City's Rules and Regulations and the employee's employment shall be terminated.

28.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times, and places if possible.

28.05 Where the Chief of Police seeks a penalty involving the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. Penalties of oral and written reprimands are not appealable under this Procedure, but may be grieved pursuant to the Grievance Procedure only to the City Manager's level. Such grievances are not arbitrable.

28.06 Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

28.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within seven (7) calendar days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative and/or a Union authorized attorney at his/her own expense at every step of the proceeding.

28.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in Section 28.12, until the matter is settled or the arbitrator renders a determination.

28.09 The following administrative procedures shall apply to disciplinary actions:

- a. The Chief of Police and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Chief of Police is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed and the Chief of Police may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union and/or a Union authorized attorney during the initial discussion.
- b. If a mutually agreeable settlement is not reached at this informal meeting the Chief of Police will, within fourteen (14) calendar days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- c. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the City Manager, pursuant to Step 2 of the Grievance Procedure. The appeal must be filed at Step 2 within seven (7) calendar days from receipt of the Notice of Discipline.

28.10 A failure to submit an appeal within the above time limits shall be construed as an agreement to the disciplinary action by the affected employee and Union. All subsequent appeal rights shall be deemed waived.

28.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative and/or a Union authorized attorney as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

28.12 An employee may be suspended with pay at any time during the process if the Chief of Police, at this sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the City's operations. A suspension without pay may be imposed under this paragraph concurrent with or subsequent to the decision at Step 2 of Grievance Procedure.

28.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

## **ARTICLE XXIX SUBSTANCE TESTING AND ASSISTANCE**

- 29.01 Drug and alcohol screening/testing shall be conducted upon reasonable suspicion. Reasonable suspicion means that the employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the improper use of illegal drugs, controlled substances or improper use of alcohol. Improper use of controlled substances shall be defined as use other than as directed by a physician or illegal use. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party except for administrative purposes. The following procedure shall not preclude the employer from other administrative action.
- 29.02 All drug and alcohol screening tests shall be conducted by a SAMHSA-certified drug testing laboratory. The procedure utilized by the test lab shall include a chain of custody procedures and mass spectroscopy confirmation (GC/MS) of any positive initial controlled substance screening.
- 29.03 Drug and alcohol screening tests shall be given to employees to detect the use of alcohol and improper use of a controlled substance as defined by the Ohio Revised Code. If the initial breath screening for alcohol is positive, a confirmation breath alcohol is required at the time of testing. If the initial screening for drugs or controlled substances is positive a confirmatory test of the original sample by the gas chromatography-mass spectrophotometer method (GC/MS) shall be conducted by the testing lab. Negative specimens are disposed of three days after a report has been sent. A split of a positive specimen are held for one year after the first report goes out. In the case of incapacitation, the drug alcohol screening may be based on a blood sample drawn by appropriate medical personnel. The employee may have a second confirmatory (GC/MS) test done on the split specimen of the original specimen at a second SAMHSA-certified drug testing laboratory in the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the previous tests. If at any point the results of the drug testing procedures conducted by the City specified in this Article are negative (employee confirmatory tests are not applicable) all further testing and administrative sections related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.
- 29.04 Upon the findings of positive for a controlled substance by the chemical tests, the employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly improperly used controlled substance or alcohol. Upon the conclusion of such investigation, an employee who has tested positive for the presence of drugs or alcohol pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer shall have the right to disciplinary action. An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of detoxification program. If no such leave credits are available, such employee shall be placed on a

medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer improperly using a controlled substance or alcohol, the employee shall be returned to his position. Such employee may be subject to periodic random retesting at the discretion of the Employer upon his return to this position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

- 29.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within three (3) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug or alcohol screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this Article, "periodic" shall mean not more than twelve (12) times per year, except that drug and alcohol tests may be performed at any time upon "reasonable suspicion" of improper use.
- 29.06 No drug testing shall be conducted without the authorization of the Chief of Police or his designee. If the Chief orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of Human Resources and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the Article.
- 29.07 The employee shall be given a copy of the positive results from the laboratory performing the testing before any discipline is imposed.
- 29.08 Employees that purposely make false accusations pursuant to this Section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

## **ARTICLE XXX POLICE PROFESSIONALISM**

30.01 The City Manager, Chief of Police and employees of the Mentor Police Department recognize that local law enforcement is a profession that is dedicated to and responsible for the protection of life and property in the community. As such, the parties agree that differences shall be resolved by peaceful, appropriate and lawful means without interruption of the established responsibilities and activities of the Department.

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

30.02 Any employee who engages in any activity prohibited by Section 30.01 shall be subject to disciplinary action by the City up to and including discharge.

## **ARTICLE XXXI PROMOTIONAL PROCEDURE**

31.01 All promotions of employees in this bargaining unit shall be made in accordance with the following provisions, notwithstanding any Civil Service Laws or Regulations that may be inconsistent herewith.

31.02 A Civil Service exam shall be given and a promotional list of successful applicants shall be compiled in accordance with the Rules and Regulations of the Civil Service Commission.

31.03 Following the establishment of a certified Civil Service list, whenever a vacancy exists, a promotional board shall be created. The composition of the board, for promotion from Sergeant to Lieutenant, shall consist of three (3) persons as follows: A City Representative; a Union representative (as voted upon by those Sergeants in contention following the oral interview/assessment center chosen from the rank of Lieutenant) and an arbitrator mutually agreed upon or selected from an American Arbitration Association panel. The cost of the arbitrator shall be borne by the City. The arbitrator shall be utilized when the other two (2) members of the board cannot reach a decision by majority vote or as otherwise mutually agreed by the members of the board.

For promotion from Lieutenant to Captain, the three (3) member promotional board shall consist of the City Manager, the Chief of Police, and an arbitrator mutually agreed upon or selected from an American Arbitration Association panel. The cost of the arbitrator shall be borne by the City. The arbitrator shall be utilized when the other two (2) members of the board cannot reach a decision by majority vote or as otherwise mutually agreed by the members of the board.

31.04 The Board shall develop its own procedures to fairly and adequately evaluate the candidates, review personnel files and interview candidates. Such Board shall be created and meet within thirty (30) days of the establishment of the Civil Service list, if possible.

31.05 The Promotional Board shall conduct similarly-structured oral interviews of the individuals being interviewed. The Board shall evaluate the individuals and recommend the individual it deems most qualified for the position out of a grouping of three (3) applicants for one (1) position (five applicants for two positions; seven applicants for three positions, etc.) in the order of the Civil Service list. For multiple simultaneous promotions, such promotions shall be made in the following sequence: 1<sup>st</sup> from the top 3; 2<sup>nd</sup> from the then top 4; 3<sup>rd</sup> from the then top 5; 4<sup>th</sup> from the then top 6; 5<sup>th</sup> from the then top 7; 6<sup>th</sup> from the then top 8, etc. The Panel, at its sole discretion may remove any candidate from the promotional list who has been considered three (3) times but not selected for promotion.

31.06 The votes of the individual members shall be confidential and only the full Board vote made public with a majority vote controlling. The Safety Director shall then appoint the recommended individual to the position.

31.07 An employee's attendance for the initial written test for promotion shall be unpaid unless occurring during their regularly scheduled shift.

## **ARTICLE XXXII DISCRIMINATION**

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

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

## **ARTICLE XXXIII GENERAL PROVISIONS**

### **33.01 Rules and Regulations**

- a. When existing departmental rules and regulations are changed or new rules and regulations are established, they shall be both reasonable and posted prominently on the Police bulletin board. The City further agrees to furnish each employee with a copy of all existing and/or new departmental rules and regulations which are the property of the City.
- b. The City will make every effort to uniformly apply and interpret departmental rules and regulations to all employees under similar circumstances.

### **33.02 Police Response**

An off-duty police officer shall be considered to be acting in line of duty when he responds to any situation within the City of Mentor requiring that he render assistance as a police officer. In this event, the ranking officer on duty shall be notified as soon as possible.

### **33.03 Investigation of Employees**

Any employee who is the subject of a criminal investigation shall be afforded all rights and protection provided by law.

## **ARTICLE XXXIV GENDER AND PLURAL**

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

## **ARTICLE XXXV HEADINGS**

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

## **ARTICLE XXXVI TOTAL AGREEMENT**

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

36.02 Prior to the submission of any issue to the Labor-Management Committee, pursuant to Section 36.01 above, such issue must be presented to the Union's Negotiating Committee, which shall determine whether the issue is, or is not, submitted to the Labor-Management Committee.

## **ARTICLE XXXVII OBLIGATION TO NEGOTIATE**

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

37.02 Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

## **ARTICLE XXXVIII CONFORMITY TO LAW**

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

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

**ARTICLE XXXIX DURATION**

39.01 The Agreement shall become effective at 12:01 a.m. on March 31, 2014, and shall continue in full force and effect, along with any amendments made and annexed thereto, until midnight, March 30, 2017.

In Witness Whereof, the parties hereto have set their hand this 6<sup>th</sup> day of January 2015.

FOR OPBA:

Randy Weltman  
OPBA ATTORNEY

\_\_\_\_\_  
CHIEF NEGOTIATOR

Dustin Richards  
OPBA BARGAINING COMMITTEE

Michael Matat  
OPBA BARGAINING COMMITTEE

FOR THE CITY OF MENTOR

[Signature]  
CITY MANAGER

[Signature]  
ASSISTANT CITY MANAGER

Cheryl Hester Hays  
POLICE CHIEF

\_\_\_\_\_  
LAW DIRECTOR





## EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, and/or a Union authorized attorney, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Chief of Police.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to the Chief of Police within five (5) working days of receipt of the Notice of Discipline.

### RIGHTS

1. You are entitled to representation by the Union, and/or a Union authorized attorney, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within seven (7) calendar days of receipt of the proposed discipline with the Chief of Police.
3. If you file your objections, the Chief of Police will schedule a formal meeting within fourteen (14) calendar days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Chief of Police will report his/her decision within seven (7) calendar days following the close of the hearing.
5. You will have seven (7) calendar days after receipt of the Chief of Police's decision in which to appeal the decision pursuant to the Grievance Procedure.
6. The cost of the arbitration will be paid by the losing party.

**PERFORMANCE INCENTIVE PROGRAM**

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

**Performance Bonus Based On Average Sick Leave of 40 Hours**

Accumulated Hours of Sick Leave as of <u>Last Pay Date in December</u>	Hours of Sick Leave Taken in Current Year			
	0	<8	<16	<24
961 or more	\$200	\$150	\$100	\$50
481 - 960	\$150	\$100	\$50	\$25
240 - 480	\$100	\$50	\$25	\$0

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

FOR OPBA:

Randy Welton  
Det. Duane Richards  
Lt. Michael Mafel

FOR THE CITY OF MENTOR

[Signature]  
[Signature]  
Chief [Signature]

**ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT:  
SERGEANTS AND LIEUTENANTS**

The following procedures will be instituted as a part of the collective bargaining contract between the City of Mentor and the Police Sergeants and Lieutenants Union.

In order to allow supervisory personnel the ability to get time off from their regular assignments (including holidays, personal days, vacation days and accumulated time), the following procedures, with staffing minimums has been established:

STAFFING MINIMUMS

Midnight Shift	1 Supervisor
Day Shift	1 Supervisor
Afternoon Shift	2 Supervisors (Thurs., Fri. and Sat. only)

These minimums are based upon shift assignments and shift activity.

On the occasions where sick leave or training results in a shift going below its minimum, overtime will be posted.

On those days where supervisory manpower is at the minimum staffing level, overtime can be posted for a holiday, vacation day, personal day or accumulated time at the following maximum number of days: eight (8) overtime days for the Midnight Shift annually; four (4) overtime days for the Day Shift annually; six (6) overtime days for the Afternoon Shift annually. On the Afternoon Shift, overtime cannot be posted for more than one slot under the staffing minimum.

In addition to the above allotted "contract days" per shift, each supervisor assigned to work the road patrol will be allotted five (5) contract days each, to use at their discretion, to a maximum of 55 total days for the entire bargaining unit per year. Overtime will be posted for a holiday, vacation day, personal day or accumulated time. These contract days are tradable between supervisors at their discretion. For July 4<sup>th</sup>, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter Sunday only, if the posted overtime to cover shifts on these days is not filled within seven (7) days prior to the requested day off, the requested day off shall not be granted. Acting Sergeants are not allotted personal "contract days," but are entitled to use the contract days set aside for each shift.

Additionally, each shift (Days, Afts and Mids) will also be able to post one (1) compensatory time off request per month. The parties agree that providing more than one compensatory time off per shift per month creates a staffing problem. The request must be made 24 hours prior to the requested shift. If the overtime has not been filled by eight (8) hours prior to the requested time off, the requesting supervisor will be required to work his scheduled shift and the comp time off will be denied. It is the responsibility of the requesting supervisor to confirm that the hours have been filled and the compensatory time has been approved. Posting for a compensatory time request will be limited to one posting below minimum staffing per shift.

Alterations to this procedure may mutually be agreed to and made based on the analysis of the efficiency of this procedure.

For the Ohio Patrolmen's Benevolent Association (Mentor Police Sergeants and Lieutenants)

For City of Mentor



For the City of Mentor OPBA

