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# **AGREEMENT**

Between

**CITY OF MANSFIELD**

**AND**

**FRATERNAL ORDER OF POLICE  
OHIO LABOR COUNCIL, INC.  
WILLIAM TAYLOR LODGE #32  
COMMAND OFFICERS**

**EFFECTIVE SEPTEMBER 1, 2009  
THROUGH AUGUST 31, 2012**

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## COMMAND

## ARTICLE 1 AGREEMENT

### Section 1.1. Agreement

A. This Agreement between the City of Mansfield ("City") and the Fraternal Order of Police/Ohio Labor Council, Inc.- Command (Union ) and limited to its members who are employees of the Mansfield Police Department is entered into this 21st day of July, 2010, for the purpose of promoting cooperation and continuous harmonious relations between the City, its employees and their representatives, and the Union.

B. Implementation of those portions of the Agreement regarding wages and fringe benefits is subject to enactment into appropriate Ordinance by the City Council, or as provided by law. The Agreement is subject to all applicable and existing or future laws or regulations of the State of Ohio, including applicable Civil Service Rules and Regulations.

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

## ARTICLE 2 RECOGNITION

### Section 2.1. Recognition

A. The City recognizes the Union as the exclusive bargaining agent, for the subjects set forth in this Article, of sworn police officers of the rank of Sergeants and above, but excluding the rank of Assistant Chief and Chief (referred to throughout this Agreement as "employees").

B. The following shall be considered as subjects to be negotiated by the City with the Union for all members of the bargaining unit: wages; hours; fringe benefits; and working conditions.

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

### **ARTICLE 3 UNION MEMBERSHIP AND UNION DUES DEDUCTION**

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

**Section 3.2.** The City shall deduct from the wages and turn over to the proper officers of the Union, the regular monthly Union dues, initiation fees, and assessments of such members of the Union and the "fair share fee" of those to whom it is applicable in the bargaining unit who individually and voluntarily certify in writing, on a form jointly approved by the City and the Union, that they authorize such deduction. If the employee voluntarily directs this authorization the assignment shall be automatically renewed and shall be valid for successive periods of one (1) year unless written notice to revoke such authorization is given by the employee to the City Finance Director, Service-Safety Director, and the Secretary/Treasurer of the Union.

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

### **ARTICLE 4 DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES**

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

### **ARTICLE 5 UNION BUSINESS**

**Section 5.1. Grievance Representatives.** The Union may select one (1) grievance representative per Bureau. In addition, it may select an alternate for each representative. One of the grievance representatives shall be designated as Officer Coordinator by the Union.

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

**Section 5.3. Grievance Representatives.** Grievance representatives shall be authorized during working hours, with no loss of pay, to represent employees in investigatory interviews, investigate grievances and represent employees through all three (3) steps of the grievance procedure, for employees in their Bureau only. Before engaging in such activity and/or leaving his work assignment to perform such activity, the grievance representative must obtain the prior approval of his supervisor. The supervisor will not unreasonably deny approval, but shall maintain the right to schedule activities so as to minimally impact operations. In no event shall time spent in authorized activities be paid beyond the employees regular shift or be considered overtime.

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

- A. Attendance at Labor Management Committee meetings;
- B. Posting of Union notices on the bulletin boards;
- C. Representing the Union in investigating and processing grievances which begin at Step 3 of the grievance procedure;
- D. Replacing a grievance representative who is absent or unavailable;
- E. Notifying the City (as authorized Union representative) of the Union's intent to invoke any steps of the grievance procedure beyond Step 3;
- F. General supervisory review of grievances;
- G. Acting as liaison between the City and the Union.

The Officer Coordinator may be released from his normal duty hours upon request to participate in meetings and discussions with regard to the aforementioned problem areas without loss of pay or benefits. In no event will the Officer Coordinator receive payment to conduct Union business or process grievances on off-duty time.

Section 5.5. Attendance to Union Business. The City will provide twenty-four days (192 hours) with pay per twelve (12) month period, beginning with the effective date of this Agreement, for the Union President, if a member of the bargaining unit covered by this Agreement, and a designate in the bargaining unit to conduct Union business. Such business may include, but will not be limited to, matters involving banking, Union correspondence, and other business matters as a collective bargaining representative. Use of such leave time shall be subject to the authorization by the Service-Safety Director, Chief of Police or designee, provided that such authorization shall not be withheld unreasonably. Any unused days in a twelve (12) month period shall not accrue for use in a succeeding twelve (12) month period.

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

## ARTICLE 6 MANAGEMENT

Section 6.1. Except insofar as this Agreement expressly provides otherwise, the City reserves and retains solely and exclusively each of its statutory and common law rights -- express or inherent -- to operate, manage, and direct the Division of Police of Mansfield, Ohio (herein sometimes referred to as "Department"). Such rights shall include, but not be limited to, the following:

A. To determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services and programs of the Department; its available funds and its budget; and the standards, methods, means, and procedures by which employees shall be required to perform the functions, services, and programs of the Department; the utilization of technology.

B. To hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, transfer, lay-off, train, retrain, suspend, demote, discipline, remove, dismiss, retain, or reinstate employees.

C. To devise, conduct and grade civil service examinations; rate candidates, establish eligible lists from the examinations; and make original or promotional appointments from eligible lists.

D. To direct, supervise, and manage the work force; to determine the efficiency and effectiveness of the workforce; to determine the size, composition, and adequacy of the workforce; and to select the personnel by which Departmental operations shall be carried out.

E. To maintain or increase the efficiency and/or effectiveness of Departmental services; to relieve employees from their duties because of a lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of Departmental services; and to schedule overtime.

F. To take any action deemed necessary to carry out the functions, services, and programs of the Department in an emergency.

G. The Union recognizes the right of the Chief of Police to maintain, revise, and promulgate standard operating procedures, rules and regulations which are not in conflict with the parties' rights and obligations under this Agreement. Any standard operating procedure, rule or regulation and the terms of this Agreement shall be subject to the grievance procedure of this Agreement.

Section 6.2. The City is not required to bargain on any subjects -- including those enumerated above -- reserved to and retained by the City under this Article and those recognized by Section 4117.08 of the Ohio Revised Code as reserved to the management and direction of the City.

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

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

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

A. The report may not be used by the City at any stage (grand jury or trial) in any criminal proceedings against the employee.

B. The report may be used by the Service-Safety Director and/or Chief of Police in taking action and in defending such action with respect to discharge or discipline of the employee.

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

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

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

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

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

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

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

1. The Human Resources Department will request that the person requesting the records provide their name and address.
2. Employees will be notified by writing to their mail box, and, if possible, by telephone call, that a request has been made to review their personnel file.
3. Prior to release of the public records the Human Resources Department will review the personnel file with the Law Director's Office to ensure that it contains no confidential material. No information which is not required by law to be disclosed shall be disclosed in response to a public records request. The Human Resources Department will endeavor to accomplish this review in no more than twenty-four (24) hours.
4. In the event the person requesting review of the personnel file desires copies, the employee shall be provided such copies also.
5. A City employee must remain with the personnel files during the time the files are reviewed so that nothing can be added or removed from the file.

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

1. Each employee may request to inspect his official personnel file maintained by the Human Resources Department during non-work time. Inspection of the file shall be by scheduled appointment. Appointments shall be during the regularly scheduled work hours of the Human Resources Department. An employee is entitled to have a Union representative accompany him during this review. The Human Resources Department shall provide the employee, upon request, with a copy of any document in the file which is not classified by law as confidential. This Article shall not limit access to public records by Union representatives.
2. If an unfavorable statement or notation is in the official personnel file, the employee may place a written statement of rebuttal or explanation in the file.

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

Section 7.7. Performance Evaluations. Signatures of employees shall be required on performance evaluations, and such signing will only mean the employee has read the evaluation.

No subsequent comments may be made on the record copies once signed by the employee. The employee is to be given a copy of his evaluation.

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

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

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

Section 7.11. At least twenty-four (24) hours prior to the conference, the employee and Union shall be provided with a written notice of the charges which may be the basis for disciplinary action and any transcripts, records, written statements, video tapes, test results, and notice of the employees right to Union representation. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense; (2) appear at the conference and have his representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference.

Section 7.12. After the conclusion of the conference, the Chief of Police or his designee will issue findings and a recommendation of discipline to the Service-Safety Director. Thereafter, the Director will review the facts of the matter and uphold or amend the Chiefs recommendation. The Directors determination shall be provided to the employee and Union, and any resulting discipline shall be implemented within thirty (30) calendar days of the Directors decision.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

Section 8.1. A grievance is a complaint that the City has violated this Agreement or issued a written reprimand for disciplinary purposes without just cause. The procedure outlined

below shall be used to resolve any grievance or difference that arises between an employee and the City or the Union and the City, with respect to the interpretation or application of this Agreement.

Grievances subject to the authority of the Civil Service Board shall not be considered grievances subject to this grievance procedure.

Section 8.2. Grievances shall be timely filed. To be considered, a grievance must be taken up at the first step within ten (10) calendar days of its occurrence, or when the employee, exercising reasonable diligence, can reasonably be assumed to have become aware of the cause for the grievance. Any grievance which is not timely filed shall be considered void.

Section 8.3. Grievance Steps.

A. Step 1. An aggrieved employee shall first take up his grievance orally with the employee's immediate supervisor. Each party may have two representatives present, including the grievant. If the complaint is resolved informally at this step, the aggrieved employee's immediate supervisor shall provide the Chief of Police with a statement of the grievance, the resolution reached, and the reasons for and supporting that resolution, which resolution must be approved by the Chief of Police. If the complaint is not resolved informally, the grievance shall proceed to Step 2 of the grievance procedure within ten (10) work days of the oral discussion referred to above or it will be considered to have been satisfactorily resolved.

B. Step 2. The grievance shall be presented in writing to the Chief of Police or his designated representative stating the exact violation alleged and the section of the Agreement alleged to have been violated, along with a summary of the results of the informal discussion. Within ten (10) work days after receipt of the grievance, a grievance meeting shall be scheduled with the Chief of Police or his designated representative, who shall issue a written decision on the grievance within ten (10) work days after the close of such grievance meeting. Each party may have two representatives present, including the grievant. If the decision of the Chief or his designated representative at this Step of the procedure is not acceptable, the grievance and all material relevant to the grievance may be submitted to Step 3 of the grievance procedure within fifteen (15) work days of receipt of the decision of the Chief or his designated representative. Such fifteen (15) day period shall be for the purpose of allowing a Union screening committee to review the grievance and the decision thereon.

C. Step 3. The Service-Safety Director shall schedule a grievance meeting within ten (10) work days after receipt of the grievance at this Step 3 and issue a final decision in writing on the grievance within ten (10) work days after the close of such grievance meeting. Each party may have three representatives present, plus any employee witnesses required for a full and complete hearing.

The Director's decision will be final and binding unless the matter is pursued to Step 4, Arbitration, in accordance with this Agreement.

D. Step 4. Arbitration. If a matter has not been satisfactorily settled through the procedure set forth above, the Union through the Officer Coordinator, within thirty (30) working days after issuance of the decision of the Service-Safety Director or longer if agreed, may request in writing that the matter be submitted to arbitration. In the event of arbitration, the parties shall state in writing the issue or issues to be arbitrated and shall attempt to agree upon an arbitrator. In the event of a failure mutually to agree upon an arbitrator, the City and the Union will request a list of seven (7) names of arbitrators from Area #15 of the Federal Mediation and Conciliation Service ("FMCS"); provided however, that as to a particular grievance to be arbitrated, the parties may mutually agree, at the outset, to have the arbitrator selected from a panel to be furnished by the American Arbitration Association ("AAA"); and in such a particular case, AAA shall be considered substituted for FMCS in the language of this Article. Each party shall have the option to completely reject the list of names and request another list only once. Within five (5) working days after the day of receipt of the list of arbitrators from FMCS, the City and the Union will alternately strike names from the list until the name of one (1) arbitrator remains. The party to strike first shall be determined by a flip of a coin; and in each succeeding arbitration, the City and the Union will then alternate being the first party to strike a name. The City and the Union will notify FMCS of the arbitrator for the grievance. Each party shall have the right to reject one list submitted by the FMCS.

As soon as the arbitrator has been selected, he shall proceed to schedule a hearing on the matter in dispute. The Union and the City shall be afforded a reasonable opportunity to present evidence and be heard in support of their respective positions. Each party shall bear the expense for the cost of calling its witnesses (including any lost wages) to testify in its case. Each party shall bear one-half (1/2) of the expenses incident to the cost of the services of the arbitrator. Either party may demand that a written transcript of testimony be taken, to be included in the expenses of arbitration, which shall be divided equally between the City and the Union. The arbitrator shall make a decision within thirty (30) calendar days after submission of the case to him after such hearing. If such decision is within the authority herein conferred upon him, it shall be final and binding upon the City and the Union and upon the employee or employees involved. It is agreed that the authority of the arbitrator shall be as follows:

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

Section 8.4. The grievant shall have an opportunity to fairly present his case by the presentation of witnesses or other pertinent information.

A grievant and appropriate witnesses shall be entitled to be present at any step in the grievance procedure and shall not lose pay as a result of such attendance if a Step 1, 2, or 3 meeting is scheduled during working hours, except that if the grievance involves more than one (1) grievant, one of the grievants shall be elected as spokesman and shall be accorded the no-loss-of-pay privilege.

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

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

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

## **ARTICLE 9 LABOR MANAGEMENT COMMITTEE**

### **Section 9.1.**

A. The City and the Union agree that certain subjects, encompassed by Article VI of this Agreement, are not appropriate for collective bargaining as defined at Section 4117.01(G) of the Ohio Revised Code. Nevertheless, employee morale and efficiency may benefit from an informal discussion of these subjects that takes place outside of the scope of Chapter 4117 of the Ohio Revised Code.

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

C. In addition to the Chief of Police and the Officer Coordinator, three (3) representatives shall be appointed by the City and three (3) representatives shall be appointed by the Union to serve on the Committee. Meetings shall be held quarterly at a mutually convenient time and

shall be held in executive session, provided however, that a specified meeting may be held upon the written request of either the City of the Union stating the specific purpose of the special meeting and the reason such purpose cannot await the next regular quarterly meeting time. Three (3) days prior to a meeting under this paragraph, each party shall serve on the other a written agenda of items to be discussed. In default of such notice no meeting will take place.

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

#### Section 9.2 Insurance committee

If any committee or procedure is established for the purpose of seeking employee input on any insurance benefit provided to bargaining unit employees, such committee or procedure shall include the participation of one (1) bargaining unit employee. The bargaining unit employee who participates in such committee or procedure shall be selected by the Union. The formulation of any committee or procedure as described in this Section shall be at the sole discretion of the City Administration.

### **ARTICLE 10 HOURS OF WORK AND OVERTIME**

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

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

Subject to providing the Union with two (2) calendar weeks' notice in writing, any change in the scheduling of the length of the work day and the length of the work week shall be made by the Chief of Police. Rescheduling of watches shall not be used for the sole purpose of avoiding the application of overtime.

Section 10.2. Overtime. Whenever it is necessary for an employee to work in excess of eight (8) hours in any twenty-four (24) consecutive hour period or in excess of forty (40) hours in any six (6) consecutive day period, the employee shall be entitled to time and one-half for the excess hours actually worked; provided that, there shall be no overtime paid to employees who, at their request, work more than eight (8) hours in a twenty-four (24) hour period while changing watches; and further provided that the overtime entitlement for employees assigned to four (4) ten (10) hour watches in a seven (7) calendar day period shall be for time actually worked over ten (10) hours in any twenty-four (24) consecutive hour period or in excess of forty

(40) hours in a seven (7) consecutive day period. Time and one-half overtime pay shall not be applicable to the hours scheduled and worked within the multiple week cycle.

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

Short notice overtime (less than twenty-four (24) hours notice) shall be offered to on duty personnel from the most senior to the least senior. If it is imperative that the overtime be worked, and nobody has volunteered to work the overtime, the employer will hold over the least senior employee scheduled to work the prior shift (for four (4) hours) and order the least senior employee scheduled to work the succeeding shift to start four (4) hours early. If the employer has made every effort to notify the succeeding shift officer/s to start work four (4) hours earlier and could not make such notification, it is understood that the prior shift officer that was held over may have to work more than four (4) hours of overtime.

The Chief of Police will have the authority once in each forty-two (42) day work schedule to change an employee's days off to provide training and not pay overtime due to the schedule change. The Chief may also reschedule an employee's hours of work on a scheduled day of work to provide training and not pay overtime due to the schedule change. Such rescheduling applies only to the employee(s) being trained and will be in increments of eight (8) hours. The days off will be rescheduled as mutually agreed between the employee and the employees watch commander. At least seven (7) days prior notice of such rescheduling of days off and hours worked will be given to the employee by the Chief of Police. The department agrees to continue its policy of paying travel time to all employees traveling in a vehicle regardless of which employee may be driving.

Section 10.3. Compensatory Time. In lieu of the overtime provided above, an employee may request compensatory, off-duty time at the rate of time and one-half for the hours of overtime actually worked; provided that no employee may accrue entitlement to compensatory time off in excess of four-hundred and eighty (480) hours. Compensatory time off, in minimum increments of one (1) hour, must be requested by employees for time off occurring within the six (6) month watch bid period, and shall be requested in writing as far in advance as possible and no later than the end of the employees regular shift on the workday before the day desired off.

Emergency requests for comp time after this deadline may be granted by the immediate supervisor, on a case by case basis. All requests for comp time for the two (2) days following the day of request shall be answered at least twelve (12) hours prior to the beginning time of the time off. All other requests shall be answered within forty-eight (48) hours of the request. Requests for comp time off which would require the City to incur overtime expense may be denied. Employees will not be compelled to take compensatory time off. Once comp time is approved, it shall stand approved except in emergency circumstances as determined by the Chief of Police. The granting of all compensatory time off is subject to operational demands.

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

An off-duty officer who is required to appear in court on matters arising from police business and extend his time beyond his normal shift shall be paid at the rate of time and one-half for time beyond his regularly scheduled shift. An off-duty officer who is required to appear in court shall call a number, designated by the Chief of Police, after 1600 hours on the day preceding the appearance to ascertain if the action is still pending. If told the action is still pending the officer shall appear and shall be provided the applicable court time pay, even if the action is canceled.

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

- hours of work which about the end of an employee's regular work shift, or a voluntary prescheduled overtime work assignment.

- a call-in which occurs within thirty (30) minutes of the end of a shift or overtime assignment (although the employee will be paid his applicable hourly rate for the time between the end of his shift or assignment and the call-in;
- a call-in which begins one (1) hour or less prior to the beginning of an employee's regular work shift;

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

- A. Employees on stand-by for a sixteen (16) hour period will receive two (2) hours pay;
- B. Employees on stand-by for a twenty-four (24) hour period will receive four (4) hours pay;
- C. Employees on a weekend stand-by or for a forty-eight (48) consecutive hour period of similar duration will receive eight (8) hours pay;
- D. In those instances where an employee is required to be on stand-by during a seven (7) day period, which includes two (2) days off, in which the employee is otherwise working as scheduled, said employee will receive an additional sixteen (16) hours pay.

Notwithstanding any past practice, an officer who is called to work (as defined herein) while on stand-by shall be paid, instead of stand-by pay, time and one-half for all hours worked, but not less than the applicable amount stated above.

**Section 10.7.** No more than one (1) premium shall be paid for a given hour's work. The City reserves the right to take disciplinary action against any employee who submits a false claim for benefits covered in this Article.

**Section 10.8.** Any employee covered by this Agreement who is assigned to perform all of the duties of a higher rank by oral or written orders for a period of four (4) consecutive hours shall be paid at the rate of pay of such higher rank for the entire period of the assignment.

**Section 10.9. Substitution (Trading) of Time.** Employees shall be permitted, with the approval of their immediate supervisor(s), to exchange work days or shift assignments within their respective sections. However, exchanges of work days or shift assignments lasting three (3) or more consecutive days shall require the approval of the Chief of Police or his designee. No restrictions shall be placed on days in which trades are completed. Responsibility for completion of trades shall be entirely with the employees agreeing to trade.

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

## **ARTICLE 11 PROBATIONARY PERIOD**

Every newly promoted employee shall be required to successfully complete a probationary period for the newly appointed position. The probationary period shall begin on the effective date of the promotion and shall continue for a period of six (6) months. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period. Time spent on a leave of absence shall not count as part of the probationary period. Time spent on a leave of absence, with or without pay, except for personal days, compensatory time, holidays, vacation, or sick leave of less than forty (40) consecutive hours, shall not be counted as part of probationary period.

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

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

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

Section 12.3. The City encourages those employees who may have an alcohol and or drug problem to seek professional treatment on their own initiative. No employee with a drinking or drug problem will have their job security or promotional opportunities jeopardized by such a request for treatment. However, a request for treatment will not exonerate an employee from discipline where the City has initiated disciplinary action against the employee for violating City policies prior to a request for treatment.

Section 12.4. It shall be the policy of the City to randomly test five percent (5%) of all covered employees for alcohol per year and to randomly test twenty percent (20%) of all covered employees for drugs per year. The selection and testing of employees, under this section, shall

be performed by an outside company or agency. Members whose names are drawn and are not on duty but will return to duty within twenty four (24) hours shall be tested upon their return.

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

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

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

- A. A fatality of anyone involved in the accident;
- B. Bodily injury requiring off-site medical attention;
- C. Vehicular damage in apparent excess of Four Hundred Dollars (\$400); or
- D. Non-vehicular damage in apparent excess of Four Hundred Dollars (\$400).

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

**Section 12.7.** Any employee required to submit to a post-accident drug or alcohol test pursuant to Section 12.5 herein may appeal the supervisor's decision to require the test. This appeal is made to a three-person panel made up of the Assistant Chief of Police, the Safety-Service Director, and the Officer Coordinator or his designee. The appeal must be made on the form provided by the City, which must be submitted to the Chief of Police or designee within twenty-four (24) hours of the administration of the test. The City will notify the testing agency of the appeal and the results of the test will be held in abeyance by the testing agency. If the panel upholds the supervisor's decision, the testing process will resume. If the panel decides the supervisor's decision was improper, the test will be voided. The City will notify the testing agency of the panel's decision, which shall be by majority vote.

**Section 12.8.** Drug/alcohol testing shall be conducted solely for administrative purposes, and shall not be used by the City administration to initiate criminal proceedings. To the extent allowable by law, the results of drug/alcohol screening or testing shall not be released to a third party. The following procedure shall not preclude the City from other administrative action but such actions shall not be based solely upon the initial testing results alone.

**Section 12.9** All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the City and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. An employee has the right to request his grievance representative be present at the submission of the test sample. The representative shall be present for observation only and may not affect the process. No test will be delayed to allow the representative to be present.

**Section 12.10.** Alcohol testing shall be done to detect employees reporting for duty or on duty while under the influence of a blood alcohol concentration of .04 % or above. A positive result shall entitle the City to proceed with sanctions as set forth in this Article.

**Section 12.11.** The results of the testing shall be delivered to the Human Resources Director and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right of access to the results upon request of the City, with the employee's consent. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.

The City may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the City may discipline the employee including withholding payment for any days the employee has already been suspended.

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

Section 12.12. The Medical Review Officer (MRO) shall notify each employee who has a confirmed positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

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

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

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

Section 12.13. If the testing required above has produced a positive result the City may require the employee to participate in any rehabilitation or detoxification program covered by his insurance, or of his choice. An employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program. Prior to being placed on leave without pay, the employee may use any accrued sick or vacation leave. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his former position. Such employee may be subject to random periodic retesting upon his return to his position for a period of two (2) years from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days. Any positive test hereunder shall cease to have force and effect for progressive disciplinary purposes after two (2) years, if no intervening discipline during that period occurs.

Section 12.14. If the employee refuses to undergo rehabilitation or detoxification or if he tests positive during a re-testing after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

Section 12.15. Costs of all drug screening tests and confirmatory tests shall be borne by the City except that any test initiated at the request of the employee (other than post-accident testing) and all periodic retesting upon return to work after rehabilitation shall be at the employee's expense.

Section 12.16. The provisions of this Article shall not require the City to offer a rehabilitation/detoxification program to any employee more than once.

Section 12.17. Any employee in the Special Investigations Section who uses any substance prohibited herein in a manner as authorized by his supervisor as a part of his official duties must report the use thereof to his immediate supervisor as required by department policy. In such case, the employee will not be tested as provided herein based solely on this report. Furthermore, if the employee would incur an industrial accident, the employee may offer evidence of any contemporaneous job-related use as an affirmative defense.

## ARTICLE 13 INSURANCE

Section 13.1. The City shall continue medical insurance coverage at the same level of benefits which were in force and effect as of September 1, 1993 for all employees covered by this Agreement.

Section 13.2. Beginning on the effective date of this Agreement, the City will offer medical insurance coverage under a plan which combines the benefits of the prior Traditional and PPO options.

Section 13.3. Employees shall pay 4.5% of the cost of both the single and family plan by monthly payroll deduction. A section 125 premium conversion plan will permit employee contributions to be made on a pre-tax basis. The City will contribute the remainder of the cost of each plan. The maximum monthly contribution chargeable to employees for the term of this agreement shall be:

Single Plan	Family Plan
\$45.00	\$75.00

In addition, employees in all four (4) options can reduce their premiums by passing health screens offered through the City's Wellness Program. For each screening passed (including spouses in the family plan) \$1.00 per month of premium can be saved.

Section 13.4. Employee contributions shall be re-determined each calendar year based upon the percentages set forth above of the plans actual costs for the previous calendar year. The Union shall be provided with documentation of the plans actual costs.

Section 13.5. The City retains the right to select carriers/third party administrators for the insurance program or to self-insure; however, the City will give serious consideration to Union proposals regarding the lowering of health care costs to the City while providing the same, equivalent or greater level of benefits to employees.

Section 13.6. The City shall notify the Union at least thirty (30) days prior to changing carriers/third party administrators, self-insuring, and/or any changes in the costs of premiums.

Section 13.7. If a covered employee and his dependent(s) incur covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the insurance carrier shall be subrogated to all covered employees and/or his dependents rights of recovery against said third party, the insurance carrier with respect to such illness or injury, and the covered employee and/or his dependent(s) or the appropriate agent shall execute all papers and take all action necessary and proper to secure to the insurance carrier such rights of subrogation.

Section 13.8. In addition to the plan of medical/hospital/surgical insurance and dental insurance, there shall be made available to full-time employees in the bargaining unit, upon the terms and conditions set forth below, life, accidental death and dismemberment, and professional liability insurance, as follows:

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

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

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

Section 13.9. The City intends to comply with C.O.B.R.A. to the extent as set forth in such law.

## ARTICLE 14 SENIORITY

Section 14.1. Definition of Seniority. Seniority shall mean time in grade or rank from the most recent date of hire or promotion plus any time in a higher rank within the Police Department. Where two (2) or more employees have the same seniority date, the employee with the highest promotional score to his then current rank shall have the greater seniority.

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

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

### Section 14.4. Filling Positions and Assignments.

A. Definitions. A "new position" is a position created by the Chief of Police which was not in existence prior to the date of this Agreement. The current organizational chart is attached as Appendix D of this Agreement. An "open position" is a position vacated by the promotion, transfer, reassignment or separation of an employee, which vacancy the Chief desires to fill. As used in this Article, a "position" is the group of job duties to be performed by an individual employee on a regularly scheduled basis as assigned by the Chief of Police. A "bid position" is any position in the division other than in the Patrol Section. The number of positions in the division is equal to the number of sworn personnel employed by the division. "Assignment" as used herein is a group of specialized job duties performed by employees appointed to a division team or unit authorized to perform such specialized tasks, as assigned by the Chief of Police, including S.W.A.T., Hostage Negotiation Team, and such other assignments as determined by the Chief of Police. The number and type of specialized units in the division, and the number of members of each unit shall be determined at the discretion of the Chief of Police. Positions and assignments in the Special Investigative Unit are not covered by the provisions of this Article

and are filled at the discretion of the Chief of Police. In the event of any reductions, abolishment or reassignments, the member with the least seniority, within the unit to be cut, shall be the member that is displaced from the position. Displaced unit members shall be recalled to any new vacancies within the unit based on seniority.

B. Posting. The Chief of Police shall post all new or open positions and all assignments which he desires to fill on Department bulletin boards. All eligible and qualified employees desiring the position shall have ten (10) days to submit bids. The Union shall be provided copies of all postings and all bids received.

C. Awarding of Positions and Assignments. Appointments to new or open positions shall be awarded to the qualified bidder. If two or more bidders are equally qualified the employee with the most seniority ( as defined herein ) shall be awarded the position.

D. Position Probationary Period. Employees placed in new or open positions hereunder shall serve an eighty-four (84) day probationary period. Employees may be returned to their former position for good cause shown. If an open or new position in the bargaining unit becomes available, the member shall be permitted to bid on such position, provided that the member has completed his/her required probationary period in their current position.

E. Voluntary Vacation of Bid Position.

1. Employees in bid positions (except S.I.U.) who desire to transfer to patrol or another bid position may request in writing, by each March 15 or September 15 that the Chief of Police post their position.
2. Upon receipt, the position will be posted for ten (10) days. If bids are received, the successful bidder will be selected as provided in Section C. herein. The employee requesting the transfer shall be transferred to the position and watch of the successful bidder, effective at the beginning of the first cycle after April 1 or October 1 and remain there for twenty-four (24) months.
3. No more than thirty-three percent (33%) of the employees in any one Section in any Bureau may receive transfers. Requests shall be honored based upon uninterrupted Section seniority.
4. Employees transferred to patrol under this Section E. shall be eligible to utilize their seniority for watch preference on the watch preference date six (6) months following their transfer.
5. If no bids are received hereunder, the least senior bargaining unit member shall be assigned the position.

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

Section 14.5. Termination of Seniority. An employee's seniority shall terminate in the following events:

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

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

### Section 15.1 Sick Leave.

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

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

The employee shall apply for sick leave by submitting to the Department, in accordance with requirements and procedures established by the Service-Safety Director and the Chief of Police, an illness or injury slip supporting his use of sick leave, plus any written documentation

which is or may be required pursuant to this Article. Such slip shall be submitted no later than three (3) days after the employee's receipt of the slip.

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

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

1. Illness or injury or pregnancy or child birth related conditions of the employee;
2. Physical, dental, optical or psychological treatment of the employee by an appropriate practitioner;
3. Illness or injury of a member of the employee's immediate family which requires the employee's attendance and personal care. "Immediate family" means the employee's spouse, child, stepchild, mother, father, mother-in-law, father-in-law, or person with whom the employee maintains a spousal relationship or to whom the employee stands in the place of a parent. Documentation justifying the employee's attendance and personal care must be provided with the request for leave.
4. Enforced quarantine of the employee in accordance with community health regulations;
5. Where wage continuation has expired and the employee must be absent from work for an additional period due to job-related injury.

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

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

If the City has probable cause to suspect abuse, the City may investigate all sick leave and require a doctor's certificate.

If the Service-Safety Director has reasonable cause to believe that the employee's absence, for which sick leave is being requested is part of a concerted effort to induce, influence, or coerce the City to change its wages, hours, terms, or other conditions of employment and not an absence due to a good faith belief of the employee of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment; the City may require a doctor's certificate.

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

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

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

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

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

I. Sick Leave Conversion Upon Retirement or Disability. Upon retirement, an employee shall be compensated for accrued, unused sick leave in accordance with the following

computation. Compensation for each day of such leave shall be computed on a basis of the employee's annual salary (including longevity) at the time of retirement, divided by 2080, and the number of compensated hours shall be as defined in the following chart:

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

Seniority	Hours
1-25 YEARS	One (1) hour for every two (2) hours accrued
25 – 30 YEARS	1 hour for every 1 hour accrued up to a maximum of 1750 Hours and 1 for every two (2) hours accrued remaining beyond 1750 hours
OVER 30 YEARS	One (1) hour for every one (1) hour accrued up to a maximum of 2000 hours and one (1) hour for every two (2) hours accrued remaining beyond 2000 hours

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

J. If an employee otherwise eligible for sick leave conversion under Section 1.H. of this Article dies while still employed, then the employee will be considered for purposes of this Section to have retired on the date of his death with over 30 years of seniority, and the employee's sick leave conversion benefits shall be computed in accordance with Section 1.I. of this Article and will be paid to the deceased employee's dependents as defined in Ohio Revised Code, Section 4123.59(D)(1)(2).

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

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

L. Sick Leave Incentive Bonus. An employee who uses no sick leave during any calendar year shall receive a Five Hundred Dollar (\$500) bonus; an employee who uses one (1) day or less shall receive a Four Hundred Dollars (\$400) bonus; an employee who uses two (2) days or less shall receive a Three Hundred Dollar (\$300) bonus. Such bonus shall be payable in a separate check in the second pay period in January of the following year.

**\*\*See Memorandum of Understanding #1**

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

**Section 15.2. Wage Continuation**

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

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

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

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

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

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

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

**Section 15.3. Transitional Duty.**

**A. Workplace Injuries/Illnesses.** An employee who suffers a compensable workplace injury and is thereby rendered temporarily unable to perform all of the duties of the employees position may be assigned to Transitional Duty under the City's Transitional Duty Program (TDP).

1. Upon receipt of documentation of a workplace injury which renders an employee eligible for wage continuation, the City will contact the employee's physician regarding the employee's return to duty under the TDP.
2. After receiving approval for transitional duty from the physician, a verbal job offer will be made to the employee, which will be followed-up in writing, specifying the duties to be performed, and the exact report to work date and time. Failure to respond/report will be construed as a refusal of the offer.
3. Prior to starting transitional duty (normally six (6) to nine (9) weeks prior to the estimated date of return to full duty), the employee will be offered a written transitional duty contract which will indicate:
  - The beginning and ending dates of the program;
  - The employee's reporting requirements relative to progress of treatment;
  - The specific treatment ordered by the physician; and
  - The specific steps to return the employee to full duty.
4. While on transitional duty, the employee will:
  - Not be required to use paid leave for medical appointments;
  - Not be eligible for overtime or special duty (except court duty);
  - Not be permitted to respond to emergencies, drive marked safety vehicles, or wear any part of the uniform of the day;
  - Be assigned to a day off schedule, watch or shift and bureau/section/unit as determined by the Chief of Police;
  - Be paid the compensation the employee would have received had they continued to perform their regular duties;
  - Be off on scheduled holidays, or be eligible to reschedule same; and
  - Be eligible to reschedule vacation or be paid for any vacation which cannot be rescheduled within the calendar year.

**B. Non-Workplace Injuries/Illnesses.** Employees who are injured outside of the scope of their employment, or who suffer non-work related illnesses or become pregnant, may qualify for transitional duty as described herein. The purposes of this section are to assist employees with

serious non-work related injuries or illnesses transition back to full duty, and to assign pregnant employees to alternate duty when a physician removes them from full duty due to the pregnancy. The program is not available to employees with short term illnesses or injuries, or to employees whose physicians cannot estimate a date of return to full duty. To qualify, an employee must:

1. Have sustained a non-work related injury or illness which has rendered the employee unable to perform all of the duties of the employees position for not less than fourteen (14) calendar days, or be pregnant;
2. Apply for the TDP by contacting Human Resources and providing all medical information requested. Thereafter, the employee's physician will be contacted to determine the nature of the injury or illness, the anticipated return to full-duty date, and specific limitations;
3. Upon receipt of the medical information requested, the Service-Safety Director will review the information, and approve or deny the request for transitional duty. This decision will be communicated to the employee.

**Section 15.4. Bereavement Leave.**

A. **Pay for Bereavement Leave.** A leave of absence of five (5) days (with full normal pay) to attend the funeral of a member of the immediate family, to include spouse, child, parent, parent-in-law, or other relatives or persons with whom the employee maintains a spousal relationship or to whom the employee stands in the place of a parent, living in the same household as the employee at the time of the relative's death, shall be granted to an employee by the Chief of Police.

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

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

D. **Extended Bereavement Leave.** Upon approval of the Chief of Police, bereavement leave in excess of that provided for in Section 3.A of this Article will be charged to the employee's accrued sick leave balance.

**Section 15.5. Leaves of Absence for Temporary Military Training.**

A. An employee who is a member of the Ohio National Guard, the Ohio Air Guard, the Ohio Naval Militia, or other reserve components of the Armed Forces of the United States shall

be entitled to leave of absence from his respective duties for such time as he is in such military service on field training or active duty for up to a total of thirty-one (31) days in a calendar year.

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

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

## ARTICLE 16 UNPAID LEAVES OF ABSENCE

### Section 16.1. Disability Leave

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

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

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

C. Requesting Leave. Each request for a disability leave of absence must be made in writing on a form provided by the City, and include certification of such disability from a licensed physician along with the physician's estimate of a probable return to duty within the maximum disability leave period. It is the employee's responsibility to request a disability leave since such leave is not automatically granted when an employees paid leave has expired or the

employee is receiving workers compensation benefits. Leave must be requested as far in advance as possible, and prior to the end of active pay status.

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

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

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

#### Section 16.2. Family and Medical Leave

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

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

### **ARTICLE 17 WAGES AND FRINGE BENEFITS**

Section 17.1. Wages. Sergeants, Lieutenants, and Captains in the City Police Department shall receive the wages set forth in Exhibit A (attached hereto and made a part hereof).

A. For the duration of this Agreement, a minimum of seventeen percent (17%) rank wage differential shall remain between the base rate of the highest paid Patrol Officer and the

base rate of the Sergeant, and a ten percent (10%) rank wage differential shall remain between the base rate of the Sergeant and the base rate of the Lieutenant and between the base rate of the Lieutenant and the base rate of the Captain.

B. This pay specification is subject to enactment of these wage scales and provisions into appropriate Ordinance by the City Council.

Section 17.2. Watch Differential. Employees who are assigned on a regularly scheduled basis to second, third or mid-watch shall receive watch differential pay of \$1.00 per hour in addition to the employee's straight hourly rate of pay for all non-overtime hours worked on second, third or mid-watch. Watch differential shall apply to all hours in active pay status for employees regularly assigned to second, third or mid-watch. Employees assigned to flexible schedules shall be entitled to watch differential for regularly scheduled, non-overtime hours on a watch which begins after 1400 hours and before 0600 hours.

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

Longevity pay shall be payable in one lump sum on December 1 of the year. The longevity period shall be December 1 through November 30 of each year. In the event that an employee who is eligible for the above payment terminated his employment during the term of this Agreement, the annual payment provided herein shall be prorated for the period of his employment and paid within forty-five (45) days of the termination date.

Section 17.4. Uniform Allowance. Each permanently appointed officer covered by this agreement shall receive a uniform maintenance allowance of one thousand dollars (\$1000) per year. Such allowance shall be paid in four (4) installments of two hundred fifty dollars (\$250) each and shall be payable for the prior three (3) month period on the first day of August, November, February and May of each year. In addition the city will provide each member with body armor. The City will replace or repair any damaged property or equipment, including member's uniforms, provided the damage is not the result of the member's negligence or that of ordinary wear and tear. However, the maximum reimbursement for watches shall not exceed One Hundred Dollars (\$100). An employee covered by an applicable policy of insurance must submit a timely claim to his insurance company for any damage done to his personal property, which the City has reimbursed the employee for, and the City shall be reimbursed any funds they have expended.

In addition, upon a City required change in uniform style, the City will provide employees with any such newly required parts of uniforms and equipment pursuant to Departmental Procedure and Policy.

Section 17.5. Vacations.

A. Employees shall earn paid vacation for each non-overtime hour in active pay status according to the following schedule. After each full year of service, all vacation leave accrued is credited to the employee, who shall then be eligible to take such leave.

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

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

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

D. If an employee is hospitalized while on vacation, the vacation status may be changed to sick leave.

E. An employee with fifteen (15) or more years of service with the City for vacation accrual purposes may elect to trade up to one hundred and twenty (120) hours of accrued but unused vacation to his credit for cash during his vacation year. Such election shall be made in

writing on a form provided by the City delivered by the employee to his supervisor. Only one election per calendar year shall be processed.

**\*\*See Memorandum of Understanding #1**

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

G. If any employee is laid off, terminated, resigns, or retires, the employee shall be entitled to and receive payment for all accrued and unused vacation leave to his/her credit at the time of separation, at his/her current rate of pay.

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

Section 17.6. Service Weapon. Upon full retirement or full disability retirement the retiring member of the bargaining unit shall be permitted to purchase his service weapon from the City for the purchase price of One Dollar (\$1.00).

Section 17.7. Range Officer And Designated FTO Supervisor Each employee who serves as a department range officer for an entire calendar year and is still in the assignment on January 1 of the following calendar year, and each supervisor, designated by the chief, who serves as an FTO supervisor shall earn sixteen (16) hours of compensatory time off, to be used in accordance with section 10.3 herein. However, the duties must be performed in order to receive payment.

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

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

B. S.W.A.T. time off, in minimum increments of two (2) hours, may be requested for time off occurring within the current six (6) month watch bid period, and shall be requested in writing as far in advance as possible and no later than the end of the employees regular shift on the workday before the day desired off. Emergency requests after this deadline may be granted by the immediate supervisor on a case by case basis. All requests for S.W.A.T. time off for the

two (2) days following the day of request shall be answered at least twelve (12) hours prior to the beginning time of the time off. All other requests shall be answered within forty-eight (48) hours of the request. Once S.W.A.T. time off is approved, it shall stand approved. The granting of all S.W.A.T. time off shall be subject to operational demands.

Section 17.9. Police Retirement Fund. The City shall pay seven percent (7%) of the ten percent (10%) of the employee's contributions to the Police Retirement Fund. The entire ten percent (10%) contribution shall be deducted on a pre-tax basis.

Section 17.10 DROP

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

**ARTICLE 18 HOLIDAYS/PERSONAL DAYS**

Section 18.1. Designated Holidays. The following are designated paid holidays: New Year's Day, Martin Luther King Day (3rd Monday in January), Presidents' Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day, Labor Day (1st Monday in September), Columbus Day (2nd Monday in October), Veterans' Day (November 11th), Thanksgiving Day, Day after Thanksgiving, Christmas Day.

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

Employees covered by this Agreement who actually work on a holiday designated in Section 18.1, excluding any employee who utilizes paid leave time to take off the date of the holiday, shall be compensated at the rate of one and one-half (1-1/2) times their normal rate of pay in addition to eight (8) hours of holiday pay; provided however, that an employee entitled to holiday pay under this Section, who works the holiday or who does not work the holiday because the holiday is celebrated on the employees regularly scheduled day off instead of receiving the pay assigned under this Section for working the holiday or receiving the holiday pay for the holiday being celebrated on the employees regularly scheduled day off, may receive eight (8) hours compensatory time, with the approval of the Chief of Police, within a one (1) year period from the date of the actual holiday (or the employee will be paid the holiday pay entitlement). For those officers assigned to the Community Services Bureau (Patrol Section), which provides twenty-four (24) hour emergency response, it will be the employees' discretion to work the holiday or take it off if scheduling permits. Those members assigned to the other divisions shall

be scheduled off on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and New Years Day. However, it will be the employees' discretion to work or take off any of the remaining holidays.

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

Section 18.4. Personal Days.

A. All employees in active pay status will be afforded three (3) personal days off with full normal pay each calendar year.

B. Employees promoted to the bargaining unit shall be entitled to the number of personal days provided above, in the calendar year of appointment, minus any personal days already used during that calendar year while a member of another bargaining unit.

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

## ARTICLE 19 TUITION REIMBURSEMENT

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

A. In order to receive tuition reimbursement the degree program pursued and courses taken must be directly related to the duties and responsibilities of the employee's present position or to the next higher position in the normal career path for advancement within the City's Police Department. All courses must be taken during the employee's non-scheduled working hours. All scheduled hours for courses of instruction must be filed in advance with the Chief of Police and the Service Safety Director. All courses and scheduled time of courses must be approved by the Chief of Police and the Service-Safety Director. Any situation which in the discretion of the

Chief of Police would require an employee's presence on the job shall take complete and final precedence over any time scheduled for courses. Supervisory bargaining unit members shall only be eligible for tuition reimbursement up to a Masters degree. Any bargaining unit member currently enrolled (as of September 1, 2006) in the tuition reimbursement program shall be permitted to complete such program in accordance with the provisions of the previous collective bargaining agreement.

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

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

*\*\*See Memorandum of Understanding #1*

D. Reimbursement for tuition will be made when the employee satisfactorily completes a course and presents an official certificate (or its equivalent) and a receipt of payment or copy of the unpaid bill from the institution, confirming completion of the approved course. Reimbursement will be in accordance with the following schedule:

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

E. Reimbursement for required books, instructional materials and fees other than penalty fees for any course outlined in paragraph D shall be at 100%. Reimbursement for books and instructional materials which are strongly advised though not required shall be at 25%.

There shall be no reimbursement for meals, travel expenses, housing or extra-curricular activities.

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

Years	Repayment
0-1	100 %
1-2	80%
2-3	60 %
3-4	40%
4-5	20%
more than 5	0%

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

## **ARTICLE 20 SPECIAL EVENTS AND AUXILIARY POLICE**

### **Section 20.1**

A. The Department shall advertise special events which may require additional manpower for which the Chief of Police has sufficient prior knowledge. For the purposes of this Article, special events shall be defined as follows: any event in which the Police Department is required to provide additional police manpower contractually to a third party or as authorized by the Service-Safety Director to include but not limited to the following:

- Independence Day
- Halloween
- Labor Day
- Memorial Day
- Miss Ohio Pageant
- Veterans' Day

B. The procedure for advertising shall be as follows:

1. The date, time, location, and closing date for voluntary acceptance of the overtime assignment will be posted for a period of not less than three (3) calendar days on the Departmental bulletin board;
2. Roll-call announcements will be made on three (3) consecutive days prior to the overtime assignments;
3. Bargaining unit members shall be utilized for supervision at special events at a ratio of one (1) bargaining unit member to each five (5) sworn officers/auxiliary officers working the event.

C. Employees who volunteer will be selected for such assignment as follows: the most senior employees who have volunteered for the assignment will be selected in a way to equalize overtime among those employees desiring to work special events.

D. Not to be considered as special events for the purposes of this Article are police raids or police surveillance activities.

## ARTICLE 21 MISCELLANEOUS

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

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

Notices must be reviewed with the Service-Safety Director or the Chief of Police prior to posting. Any bulletins or notices considered inflammatory, political, controversial, or critical of the City, any employee or official of the City, another institution, or another person will not be permitted to be displayed in City offices or facilities or on City equipment. If such inflammatory, political, controversial, or critical notices appear on said bulletin boards, they shall be removed by the City.

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

Section 21.4. No Strike -- No Lockout. The services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. There shall be no strike, stoppage of work, walkout, picketing of any kind, sit-down, slowdown, speed-up, stay-

in, "blue flu", sympathy strike, or other type of interference with or cessation of work by the employees covered by this Agreement.

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

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

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

Section 21.5. Cost of Reproduction. The City and the Union each shall pay one-half (1/2) of the cost for reproduction of fifty (50) copies of this Agreement. The City shall provide a copy to each member of the bargaining unit and an additional twenty (20) copies to the Union President.

## ARTICLE 22 RESOLUTION OF MID-TERM DISPUTES

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

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

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

## ARTICLE 23 - POLITICAL ACTIVITY

### Section 23.1. In addition to other rights:

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

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

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

1. Be required to contribute to any political candidate, party or activity.

2. Be required to sign nominating petitions, campaign for, endorse or otherwise participate in political campaigns for any elected official within the city.

## ARTICLE 24 SCOPE AND DURATION OF AGREEMENT

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

Section 24.2. Duration of Agreement. This Agreement, subject to council approval, shall remain in full force and effect until 12:00 o'clock midnight, AUGUST 31, 2012, and from

year to year thereafter unless either party gives the notice required in this Section. Either party desiring to modify this Agreement shall give notice of such desire to the other party by United States Postal Service certified mail, return receipt requested, at least sixty (60) days, but not more than ninety (90) days prior to the expiration date of this Agreement or any extension thereof. Upon receipt of such notice, a conference shall be held within thirty (30) days for the purpose of commencing negotiations concerning such modification.

Section 24.3. Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees, unless a contrary intention is clearly intended.

Section 24.4. Effective Date. This Agreement, subject to council approval, shall be binding upon the City and the Union effective 12:01 o'clock a.m. on September 1, 2009

IN WITNESS WHEREOF, the parties hereto have set their hands this 21<sup>st</sup> day of JULY, 2010.

FOR THE CITY OF MANSFIELD

FOR THE FRATERNAL ORDER  
OF POLICE/OHIO LABOR  
COUNCIL, INC. – COMMAND

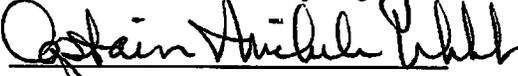
  
Donald R. Culliver, Mayor

  
Mark Drum, FOP/OLC Staff  
Representative

  
Donald Bartlett, Human Resources  
Director

  
Sergeant Joy Stortz

  
Lieutenant Allen Vandayburg

  
Captain Michele Webb

  
Lieutenant Kenneth Coontz

  
Sergeant Todd Newberry

**EXHIBIT A**  
**SCHEDULE OF SALARIES**  
**FOP/OLC - COMMAND**

	Effective 03/01/06	Cent. Adj.		Effective 09/01/06	Effective 09/01/07	Effective 09/01/08
Sergeant	52,846	100	52,946	54,534	56,443	58,701
Lieutenant	58,130	100	58,230	59,977	62,076	64,559
Captain	63,943	100	64,043	65,964	68,273	71,004

**MEMORANDUM OF UNDERSTANDING #1  
REGARDING CONTRACT CONCESSIONS**

This Memorandum of Understanding is entered into this 21<sup>st</sup> day of July, 2010, between the City of Mansfield, Ohio ("City") and the Fraternal Order of Police/Ohio Labor Council Inc. (Gold Unit) ("Union") as a direct result of negotiations relative to the Collective Bargaining Agreement between the parties covering the period from September 1, 2009 through August 31, 2012.

WHEREAS, during the above-mentioned negotiations discussions were had between the parties as to ways of averting impasse, fact finding and/or conciliation, and

WHEREAS, as a result of those discussions, the Union agreed to a number of concessions thus avoiding impasse and the resultant need to utilize fact finding and/or conciliation, and

WHEREAS, the City, as consideration for such concessions, agreed to stipulate to the effect of such concessions

NOW THEREFORE, the parties hereby agree as follows:

1. The modifications made in Section 15.1(L) of Article 15 (Sick Leave Incentive Bonus); Section 17.5(E) of Article 17, relative to vacation sell back and Section 19.1 (C) of article 19 (maximum annual tuition reimbursement), are noted below and shall, at the latest, be automatically restored to the 2009 level at the onset of the next round of negotiations for the successor Agreement..
  
2. For the purpose of negotiations relative to a successor agreement, covering the period from September 1, 2012 through August 31, 2015, the language relative to the above-mentioned Sections shall be restored to that as set forth in the Collective Bargaining Agreement existing between the parties for the period covering September 1, 2006 through August 31, 2009.

**Modifications/Concessions:**

**Article 15.1 – Sick Leave**

L. **Sick Leave Incentive Bonus.** An employee who uses no sick leave during the twelve (12) month period from September 1 to August 31 shall receive **sixteen (16) hours of compensatory time credit** a ~~Five Hundred Dollar (\$500) bonus~~; an employee who uses one (1) day or less shall receive **eight (8) hours of compensator time credit** a ~~Four Hundred Dollars (\$400) bonus~~; an employee who uses two (2) days or less shall receive **four (4) hours of compensatory time credit** a ~~Three Hundred Dollar (\$300) bonus~~. Such bonus shall be payable in a separate check in the second pay period in September of such year.

**Article 17.5 - Vacation**

E. ~~An employee with fifteen (15) or more years of service with the City for vacation accrual purposes may elect to trade up to one hundred and twenty (120) hours of accrued but unused vacation to his credit for cash during his vacation year. Such election shall be made in writing on a form provided by the City and delivered by the employee to his supervisor. Only one election per anniversary year shall be processed.~~ **During the term of this MOU, bargaining unit members will not be permitted to trade/cash vacation time.**

**Article 19.1 – Tuition Reimbursement**

C. Only accredited colleges and universities will be made available for tuition reimbursement. Applications for approval of institution , projected courses and estimated costs for reimbursements by the city must be made by September 1 of each year in order to accommodate budgetary and funding requirements of the city. Furthermore, the maximum annual tuition reimbursement for all of the members of the patrol officers and supervisors bargaining units shall be a total of ~~forty five thousand dollars (\$45,000)~~ **ten thousand dollars (\$10,000) during each year of this Agreement.**

FOR THE CITY OF MANSFIELD, OHIO

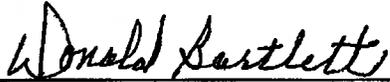
FOR THE FRATERNAL ORDER OF  
POLICE/OHIO LABOR COUNCIL, INC.  
COMMAND



Donald R. Culliver, Mayor



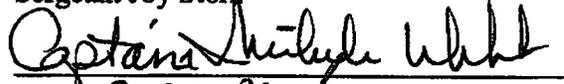
Mark Drum, FOP/OLC Staff Representative



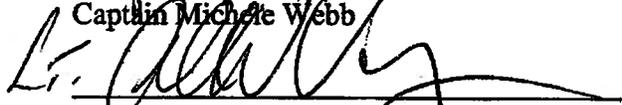
Donald Bartlett, Human Resources Director



Sergeant Joy Storz



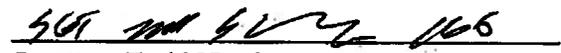
Captain Michele Webb



Lieutenant Allen Vandayburg



Lieutenant Kenneth Coontz



Sergeant Todd Newberry

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING  
DATED JULY 21, 2010  
Between the City of Mansfield  
&  
Fraternal Order of Police/Ohio Labor Council, Inc  
[Gold Unit]**

**This amendment** is entered into by and between the City of Mansfield [hereafter "City"] and the Fraternal Order of Police/Ohio Labor Council, Inc. [hereafter "Union"] on August \_\_\_\_\_, 2010.

**Whereas**, on July 21, 2010, as the result of negotiations involving separate Collective Bargaining Agreements [hereafter "CBA"] for the Command Staff [hereafter "Gold Unit"] and the Patrol Officers [hereafter "Blue Unit"] covering the period from September 1, 2009 through August 31, 2012, the parties entered into separate memorandums of understanding relative to concessions agreed upon by each unit as a means of averting impasse, fact finding and/or conciliation, and

**Whereas**, one of the concessions agreed upon in both memorandums was a language change in Article 15.1 of each CBA which addresses sick leave incentive bonuses, and

**Whereas**, while Section 15.1 of both CBAs address sick leave incentive bonuses, the language of each said section varies as to the time such bonuses are calculated and paid out [i.e. Gold Unit pay out is in January while Blue is in September], and

**Whereas**, through inadvertence, the sick leave bonus language utilized in the Gold Unit memorandum was in fact the language from the Blue Unit CBA, and

**Whereas**, because the referenced Gold Unit memorandum were executed in July 2010, members of that unit had already been paid cash pursuant to the original language of the CBA for the calendar year 2009 rather than compensatory time as intended by the memorandum

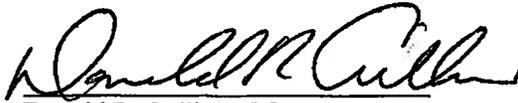
**Therefore**, the parties agree that the language relative to Article 15.1 in the Gold Unit Memorandum of Understanding should be stricken and replaced with the following language:

**Article 15.1 – Sick Leave**

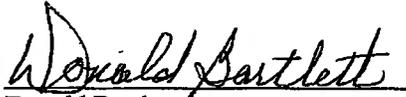
L. **Sick Leave Incentive Bonus**. An employee who uses no sick leave during **any the** calendar year **2010 and 2011** **respectively** shall receive **sixteen (16) hours of compensatory time credit** ~~a Five Hundred Dollar (\$500) bonus~~; an employee who uses one (1) day or less shall receive **eight (8) hours of compensatory time credit** ~~a Four Hundred Dollar (\$400) bonus~~; an employee who uses

two (2) days or less shall receive four (4) hours of compensatory time credit ~~a Three Hundred Dollar (\$300) bonus~~. Such bonus shall be payable in a separate check in the second pay period in January of the following year.

FOR THE CITY OF MANSFIELD

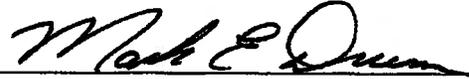


Donald R. Culliver, Mayor



Donald Bartlett,  
Human Resources Director

FOR THE FRATERNAL ORDER OF  
POLICE/OHIO LABOR COUNCIL, INC.



Mark Drum, FOP/OLC Staff Representative

## **MEMORANDUM OF UNDERSTANDING #1 REGARDING CONTRACT CONCESSIONS**

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WHEREAS, as a result of those discussions, the Union agreed to a number of concessions thus avoiding impasse and the resultant need to utilize fact finding and/or conciliation, and

WHEREAS, the City, as consideration for such concessions, agreed to stipulate to the effect of such concessions

NOW THEREFORE, the parties hereby agree as follows:

1. The modifications made in Section 15.1(L) of Article 15 (Sick Leave Incentive Bonus); Section 17.5(E) of Article 17, relative to vacation sell back and Section 19.1 (C) of article 19 (maximum annual tuition reimbursement), are noted below and shall, at the latest, be automatically restored to the 2009 level at the onset of the next round of negotiations for the successor Agreement..
  
2. For the purpose of negotiations relative to a successor agreement, covering the period from September 1, 2012 through August 31, 2015, the language relative to the above-mentioned Sections shall be restored to that as set forth in the Collective Bargaining Agreement existing between the parties for the period covering September 1, 2006 through August 31, 2009.

## Modifications/Concessions:

### Article 15.1 – Sick Leave

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### Article 19.1 – Tuition Reimbursement

C. Only accredited colleges and universities will be made available for tuition reimbursement. Applications for approval of institution , projected courses and estimated costs for reimbursements by the city must be made by September 1 of each year in order to accommodate budgetary and funding requirements of the city. Furthermore, the maximum annual tuition reimbursement for all of the members of the patrol officers and supervisors bargaining units shall be a total of ~~forty five thousand dollars (\$45,000)~~ **ten thousand dollars (\$10,000) during each year of this Agreement.**

FOR THE CITY OF MANSFIELD, OHIO

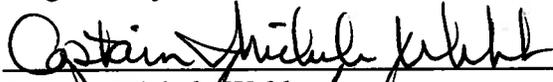
  
Donald R. Culliver, Mayor

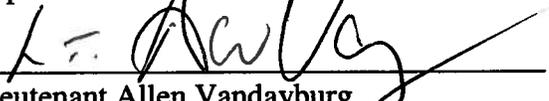
  
Donald Bartlett, Human Resources Director

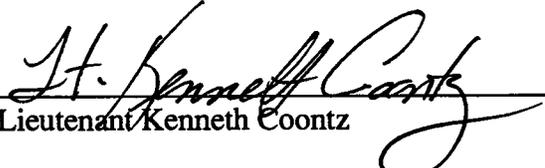
FOR THE FRATERNAL ORDER OF  
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COMMAND

  
Mark Drum, FOP/OLC Staff Representative

  
Sergeant Joy Storz

  
Captain Michele Webb

  
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**AMENDMENT TO MEMORANDUM OF UNDERSTANDING  
DATED JULY 21, 2010  
Between the City of Mansfield  
&  
Fraternal Order of Police/Ohio Labor Council, Inc  
[Gold Unit]**

**This amendment** is entered into by and between the City of Mansfield [hereafter "City"] and the Fraternal Order of Police/Ohio Labor Council, Inc. [hereafter "Union"] on August \_\_\_\_\_, 2010.

**Whereas**, on July 21, 2010, as the result of negotiations involving separate Collective Bargaining Agreements [hereafter "CBA"] for the Command Staff [hereafter "Gold Unit"] and the Patrol Officers [hereafter "Blue Unit"] covering the period from September 1, 2009 through August 31, 2012, the parties entered into separate memorandums of understanding relative to concessions agreed upon by each unit as a means of averting impasse, fact finding and/or conciliation, and

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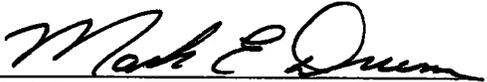
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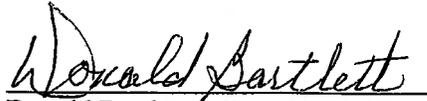
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FOR THE CITY OF MANSFIELD

FOR THE FRATERNAL ORDER OF  
POLICE/OHIO LABOR COUNCIL, INC.

\_\_\_\_\_  
Donald R. Culliver, Mayor

  
\_\_\_\_\_  
Mark Drum, FOP/OLC Staff Representative

  
\_\_\_\_\_  
Donald Bartlett,  
Human Resources Director