ORDINANCE NO.: 2026-02
INTRODUCED BY: Mayor Bodnar

AN EMERGENCY ORDINANCE RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN FOP LODGE #57 AND MAYFIELD VILLAGE, OHIO

WHEREAS, representatives of Mayfield Village, Ohio and the Fraternal Order of Police (FOP) Lodge #57 have been in negotiations with respect to a successor collective bargaining agreement which addresses all the terms and conditions of employment of those members described within the collective bargaining unit and who are members of the Mayfield Village Police Department; and

WHEREAS, these negotiations have successfully resulted in a tentative agreement which has been ratified by the bargaining unit and is subject to ratification by the Council of Mayfield Village; and

WHEREAS, Council deems it necessary and in the best interest of the health, safety and welfare of all residents to ratify this agreement, and wishes to further authorize the execution of a contract with FOP Lodge #57.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. A successor collective bargaining agreement between Mayfield Village and FOP Lodge #57, in effect from January 1, 2026 until December 31, 2028, attached hereto and incorporated herein by reference, is hereby ratified.

SECTION 2. The Mayor and President of Council are authorized to execute the successor collective bargaining agreement and, therefore, the Director of Finance is authorized and directed to comply with all of the financial terms and conditions contained therein.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of health, safety and welfare of the residents of Mayfield Village and for the further reason that it may go into effect as of and from January 1, 2026. It shall, therefore, take effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor, or otherwise, at the earliest time allowed by law.

STEPHEN SCHUTT
Council President

First Reading: January 5, 2026

Second Reading: Suspended, 2026

Third Reading: Suspended, 2026

PASSED: January 5, 2026

Brenda T Bodnar
BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

Diane A. Calta
DIANE A. CALTA, ESQ.
Director of Law

ATTEST: Mary E. Betsa
MARY E. BETSA, MMC
Clerk of Council

AN AGREEMENT
BETWEEN
MAYFIELD VILLAGE, OHIO
AND
THE FRATERNAL ORDER OF POLICE
LODGE #57
MAYFIELD VILLAGE DIVISION

EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

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THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of January 1, 2026, by and between MAYFIELD VILLAGE, OHIO, hereinafter referred to as the "EMPLOYER", and the FRATERNAL ORDER OF POLICE, LODGE #57, MAYFIELD VILLAGE DIVISION, hereinafter referred to as the "FOP".

ARTICLE 1
PURPOSE

Section 1.1. The purposes of this Agreement are to provide a fair and reasonable method by which employees covered by this agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide for the effective and efficient operation of the Village government, and to establish an orderly procedure for the resolution of differences between the Employer and the members of the bargaining unit.

ARTICLE 2
UNION RECOGNITION

Section 2.1. The EMPLOYER recognizes the FOP, Lodge #57, MAYFIELD VILLAGE DIVISION, as the sole and exclusive representative for those employees of the Employer in the bargaining units listed in Section 2.2. Whenever used in this Agreement, the term "bargaining unit(s)" shall be deemed to include those full-time employees employed by the Employer, in a classification listed as appropriate to a bargaining unit. The parties recognize and agree that this Agreement constitutes a multiple unit Agreement and, unless eliminated specifically by clause, all provisions of the Agreement apply equally to both units.

Section 2.2. The term "bargaining unit" shall be defined as follows:

Bargaining Unit A: All sworn Patrol Officers.

Bargaining Unit B: All sworn Sergeants and Lieutenants.

Section 2.3. All positions and classifications not specifically stated herein as being included in the bargaining units shall be excluded from the bargaining units.

ARTICLE 3
AGENCY SHOP/DUES DEDUCTION

Section 3.1. Employees who do not become members of the FOP within thirty-one (31) days following the beginning of their employment may voluntarily consent to pay a fair share fee as a voluntary contribution toward administration of this agreement. Employees are not required to pay fair share fees unless they voluntarily consent to do so and the FOP shall provide the Employer with evidence that the employee voluntarily consents to pay fair share fees through payroll deduction.

Deductions for dues and fair share fees will be made at least on a monthly basis, and paid to Treasurer, FOP Lodge #57 (Mayfield Village Division), with the Employer providing a list of those employees for whom dues and fair share fee deductions have been made.

Section 3.3. Total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the FOP within fifteen (15) days from the date of making said deductions.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. It is agreed that the Employer reserves all the customary rights, privileges, or authority of management, except as modified by the terms of this Agreement including, but not limited to, the following:

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

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

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

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

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

F. determine the adequacy of the work force;

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

H. effectively manage the work force; and

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

Section 4.2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as they affect wages, hours, terms, and other conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 5
NO STRIKE/NO LOCKOUT

Section 5.1. The FOP shall not directly or indirectly, call sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strike, picketing or interference of any kind with any operation of the Employer. Furthermore, while on the Employer's premises, all lawful order of superior officers shall, at all times, be followed and immediately complied with.

Section 5.2. The FOP and the Employer shall, at all times, cooperate in continuing operations in a normal manner and shall actively discourage any endeavor to prevent or terminate any violation of Section 5.1. In the event any violation of Section 5.1. occurs, the FOP shall immediately notify all employees that a strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interferences of any operations of the Employer is prohibited and is not in any way sanctioned, condoned, or approved by the FOP Furthermore, the FOP shall immediately advise all employees to return to work or to end such interferences at once.

Section 5.3. In addition to any and all remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 5.1. of this Article are subject to discipline by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall be subject to the grievance procedure contained herein, including the necessity of just cause being required prior to the Employer applying discipline.

Section 5.4. The Employer shall not lockout employees for the duration of this Agreement.

ARTICLE 6
NON-DISCRIMINATION

Section 6.1. Neither the Employer nor the FOP shall discriminate against any bargaining unit employee on the basis of age, color, sex, race, creed, handicap, or national origin. The FOP shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 6.2. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Opportunity Commission of the Ohio Civil Rights Commission, such matter may be appealable through the grievance procedure contained in this Agreement. The Employer, employee, and their representative, however, shall meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

Section 6.3. 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.

Section 6.4. The Employer and FOP agree not to discriminate against any bargaining unit member on the basis of membership, non-membership, or position in the FOP

ARTICLE 7
PROBATIONARY PERIOD

Section 7.1. All original and promotional full-time employees shall be required to successfully complete a probationary period of one (1) year, prior to their permanent appointment. The probationary period shall begin on the first day for which the employee receives compensation from the Employer at the applicable rate (Class C for original appointments and Class B for promotional appointments).

Section 7.2. All original employees may be removed during their initial one-year probationary period. Promotional employees may be reverted back to their prior rank and classification during the promotional probationary period. In promotional probationary cases only, the employee will be provided a written notice of the reason(s) for the reversion during the one-year probationary period and will be scheduled for a conference with the Mayor or designee within ten (10) calendar days of the notice, at which time the employee will be provided an opportunity to respond to the notice of reversion. The Mayor or designee will make a final decision on reversion within seven (7) calendar days after the conference. A final decision on removal or reversion during the probationary period is not appealable through the grievance procedure contained herein.

ARTICLE 8
LABOR MANAGEMENT COMMITTEE

Section 8.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter, and on a mutually agreeable day and time, the Mayor and Police Chief or their designees shall meet with not more than three (3) representatives of the FOP to discuss issues of mutual labor management interest. The FOP may substitute an alternate at any committee meeting.

Section 8.2. Each party may furnish an agenda to the other party at least one (1) week in advance of scheduled meetings. The agenda, if provided by the F.O.P, shall include the names of the bargaining unit representatives who will be attending. The purposes of such meetings shall be to:

A. discuss the administration of this Agreement;

B. notify the FOP of changes made by the Police Chief which affect the bargaining unit;

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

D. disseminate general information of interest to parties;

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

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

All other matters agreed to between the FOP and the Employers may be added as another topic, which will be discussed at the labor/management meeting.

Section 8.3. It is further agreed that should special labor management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

Section 8.4. The labor/management committee shall not be used to bypass the normal chain of command, unless the problems are unable to be solved at the departmental level, or have been previously addressed at the departmental level without any solution.

Section 8.5. There shall be a time limit not to exceed three (3) hours for said meetings. The parties may, by mutual consent, continue past the time limits established herein. The FOP representatives attending the meeting will be paid their regular hourly rate of pay for the duration of the meeting.

Section 8.6. In the event a designee of the Police Chief or Mayor is the subject of the labor/management committee meeting, only the Police Chief or Mayor will be present at such meeting, provided, however, FOP advises the Chief or Mayor of the nature of the discussion.

ARTICLE 9
SENIORITY

Section 9.1. ***Definition of Seniority:*** Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time service since his last date of hire, less any adjustments due to layoff and approved leaves of absence without pay.

Section 9.2. ***Determination of Seniority for Same Day Hires:*** Seniority shall be computed from the date of appointment. If more than one person is hired on the same date then that person occupying the highest position on the Civil Service appointment list shall receive seniority preference.

Section 9.3. ***Termination of Seniority:*** Seniority and the employment relationship shall be terminated when an employee:

1. resigns; or

2. is discharged for just cause; or

3. is absent for three (3) consecutive working days without notifying the Employer, or without good cause, unless he is physically unable to do so; or

4. is laid off and fails to report for work within thirty (30) working days after having been recalled; or

5. does not report for work within three (3) days after the termination of an authorized

leave of absence unless such absence is approved or leave is extended by the Village; or

6. is laid off for a period in excess of two (2) years; or

7. retires or is retired.

Section 9.4. ***Seniority Roster:*** The Village shall maintain and keep current a seniority roster noting the date of hire, current rate of pay, current position by job title and/or classification. The seniority roster shall be made available to the FOP representative at all times.

ARTICLE 10
LAYOFF AND RECALL

Section 10.1. When the Employer determines a layoff is necessary, the Employer shall notify the affected employees, in writing, at least five (5) calendar days in advance of the effective day of layoff. The Employer, upon written request from the FOP, agrees to discuss with the representatives of the FOP, the impact of the layoff on the bargaining unit employees.

Section 10.2. When the Employer determines layoffs will occur, affected employees will be laid off in accordance with their seniority, with the least senior laid off first, providing that all student, temporary, part-time, seasonal, and probationary members in the Police Department are laid off first.

Section 10.3. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled.

Section 10.4. Notice of recall shall be sent to the employee by registered mail, with a copy to the FOP The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice, by registered mail, to the last mailing address of the employee.

Section 10.5. The recalled employee shall have seven (7) calendar days, following the date of receipt of the recall notice, to notify the Employer of the employee's intention to return to work. The employee shall have fourteen (14) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date is otherwise specified in the notice.

ARTICLE 11
FOP LEAVE

Section 11.1. The Employer agrees to allow paid time off to FOP Representatives to attend FOP matters including but not limited to those activities described in Article 8 above and Section 12.4 below. Attendance at seminars and conferences relating to FOP business shall be included in matters of the FOP Such time shall not exceed sixty (60) hours per year for all representatives. Such time shall be taken at times mutually agreed to by the FOP and the Employer. Thirty (30) days' notice shall be necessary for granting time off. Approval of such leave shall be granted provided sufficient notice has been given, and no emergency circumstances requiring their services is occurring at the time of their scheduled absence. The Mayor will be the final arbitrator of what constitutes an emergency circumstance which would negate approval for time off. The FOP will be responsible for the costs of registration fees, travel and lodging and associated costs for FOP business. Hours paid for FOP leave shall not be used in the calculation of overtime.

ARTICLE 12
FOP BUSINESS

Section 12.1. The Employer agrees to admit non-employees FOP staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given to the Employer. Upon arrival, the FOP staff representative(s) shall identify himself to the Employer or the Employer's designated representative.

Section 12.2. The FOP shall provide to the Employer an official roster of the Mayfield Village Bargaining Representatives, which is to be kept current at all times and shall include the following:

1. name;
2. address;
3. home telephone number;
4. immediate supervisor; and
5. FOP office held.

No employees shall be recognized by the Employer as a FOP representative until the FOP has presented the Employer with written notification of that person's selection.

Section 12.3. The investigation and writing of grievances should be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 12.4. Two (2) members of the negotiating committee or two (2) members of the grievance committee shall be allowed time off with pay for meetings which shall be set by the Village and the FOP

ARTICLE 13
BULLETIN BOARD SPACE

Section 13.1. The Employer agrees to provide exclusive bulletin board space in the Police Department for use by the FOP

Section 13.2. All FOP notices of any kind posted on the bulletin board shall be signed, dated, posted or removed by a FOP official.

Section 13.3. FOP notices related to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. FOP recreational and social affairs;

B. notice of FOP meetings;

C. FOP appointments;

D. notice of FOP elections;

E. results of FOP elections;

F. reports of non-political standing and independent non-political standing committees and independent non-political arms of the FOP; and

G. Non-political publications, rulings or policies of the FOP

Section 13.4. Upon the request of the Employer's designee, the FOP shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 14
WORK RULES

Section 14.1. The FOP recognizes that the Employer has the right to promulgate work rules, regulations, policies, and procedures, to regulate the personal conduct of employees, and the conduct of the Employer's services and programs. This function shall be exercised in a manner consistent with the terms of this Agreement subject to the rights of the employees and/or FOP to process grievances as provided for by this Agreement.

Section 14.2. Whenever feasible, as determined by the Employer, at least forty-eight (48) hours advance written notification will be given of the implementation of any new or revised work rule,

regulation, policy or procedure which affects members of the bargaining unit. The Employer shall post a copy of the new revised work rule, etc., and will forward a copy to the representative of the FOP

ARTICLE 15
JURY SERVICE

Section 15.1. Employees summoned for jury service shall be fully paid at their regular rates of compensation when required to serve as jurors. All fees paid to such full-time employees for jury service shall be remitted to the Finance Department. At no time shall overtime be paid as a result of jury service.

ARTICLE 16
MILITARY SERVICE

Section 16.1. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of Armed Forces of the United State are entitled to leave of absence from their respective duties for such time as they are ordered by the military to report for military service or field training or active duty for periods not to exceed thirty-six (36) days in one calendar year. Affected employees will provide a copy of such orders to the Employer as early as reasonably possible so that all necessary arrangements can be made. Military time will not be used in the calculation of overtime.

ARTICLE 17
PERSONNEL FILES AND POLICY

Section 17.1. Understanding that in administration of the Police Department the employer maintains individual personnel files, an employee may be permitted to review on an annual basis his or her personnel file with at least a five (5) day written request. In addition, a department member may inspect his or her file at once in direct response to a pending grievance or official matter.

Section 17.2. Should an employee upon review of his or her file come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

Section 17.3. When an employee is charged with or is under investigation for alleged violations of departmental rules and regulations, reasonable effort consistent with applicable law shall be made to withhold publication of the employee's name and the extent of disciplinary action taken or contemplated until such time as a final interdepartmental ruling has been made and served upon the employee.

Section 17.4. Release of photographs or personal information about any employee in relation to departmental matters shall not be provided to any news or related service without the prior consent of that employee unless otherwise determined by the State of Ohio or its courts.

ARTICLE 18
CORRECTIVE ACTION

Section 18.1. No employee shall be reduced in pay or position, suspended or removed except for just cause. Further, no form of disciplinary action will be taken against any employee except for just cause.

Section 18.2.

A. Discipline will be applied in a corrective, progressive and uniform matter.

B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

C. Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined (suspended, reduced in rank, or discharged), a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged conduct. The affected employee(s) may elect to have a representative of the FOP present at any such pre-disciplinary conference. The pre-disciplinary conference procedure shall be conducted with the following rules:

1. The employee shall be provided with a written notice advising him of the nature of the charges and the date, time, and location of the hearing. Such notice shall be given to the employee at least forty-eight (48) hours prior to the time of the hearing. The employee shall be allowed representation, the cost of which shall be borne by the employee.

2. The hearing shall be conducted before a neutral administrator, selected by the Employer, who is not involved in any of the events giving rise to the offense.

3. Within three (3) calendar days after the hearing, the administrator shall provide the employee a written statement affirming or disaffirming the charges based on the relative strength of the evidence given at the hearing by the employee and the Employer.

Section 18.3. Following the conference, any employee receiving an order of suspension or dismissal may appeal such order through the grievance procedure, starting at step two within five (5) working days of receipt of the decision.

Section 18.4. Prior to the scheduled time of the conference, the employee may waive his right to such a conference by signing the "Waiver of Pre-Disciplinary Conference" form. An employee who waives his right to such a conference may not grieve the imposition of discipline in the matter in which the conference was scheduled.

Section 18.5. The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner. However, testimony given at any disciplinary meeting and/or hearing does not violate this provision.

Section 18.6. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matter under the following time frames:

1.Oral and written reprimands	12 months
2.Suspensions of less than 3 days	18 months
3.Suspensions of 3 days or more	30 months

Section 18.7. The Employer may engage in remedial counseling with an employee for allegations of improper conduct or rules violations. Said counseling may be in oral or written form, but shall not be considered a form of discipline nor shall it constitute a step in the application of corrective action.

ARTICLE 19
GRIEVANCE PROCEDURE

Section 19.1. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the Employer and the FOP The procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of employees of the Police Department.

Section 19.2. The term "grievance" shall mean an allegation by the bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement, including all disciplinary actions. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters not covered by this Agreement.

Section 19.3.

A. All grievances must be processed at the proper step in order to be considered at the subsequent steps.

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

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

Section 19.4. All grievances must contain the following information to be considered and must be filed using the grievance form as presented in Appendix B:

1. grieved employee's name and signature,
2. grieved employee's classification,
3. date grievance was first discussed and the name of the supervisor with whom the grievance was discussed,
4. date grievance was filed in writing,
5. date and time grievance occurrence,
6. location where grievance occurred,
7. description of incident giving rise to the grievance,
8. specific articles and sections of the Agreement violated, and
9. desired remedy to resolve the grievance.

Section 19.5. It is the mutual desire of the Employer and the FOP to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort shall be made by the Employer and the FOP to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Informal Step: An employee having a grievance will first bring that complaint verbally, within seven (7) days of the incident giving rise to the grievance, or within seven (7) days of his first knowledge of the action or event, (not to exceed thirty (30) days from the date of the action or event), to the attention of the employee's immediate supervisor. The immediate supervisor, or his designee, shall, within three (3) days, discuss the grievance with the employee and, within twenty-four (24) hours of their discussion, respond to the employee with an answer.

Step 1: Police Chief: If the employee and the immediate supervisor are unable to resolve the problem at the informal step, the grievant may refer the grievance to the Police Chief, or his designee, within five (5) days after receiving the Informal Step reply. The Police Chief shall have three (3) days in which to schedule a meeting with the aggrieved employee and his appropriate FOP representative, if the former desires. The Police Chief shall investigate and respond, in writing, to the grievant and/or the appropriate FOP representative within five (5) days following the meeting.

Step 2: Mayor: If the grievance is not satisfactorily settled in Step 1, the grievance shall be submitted to the FOP Screening Committee. The Screening Committee will then review the merits of the grievance and decide, no later than ten (10) days after the Employer's Step 1 answer was issued, whether or not to recommend further appeal.

Should the Committee decide not to pursue the grievance further, the grievant(s) shall be so informed, the grievance will be withdrawn from the grievance procedure, and the Committee's decision shall be final and binding. Should the Committee decide to process the grievance further, the FOP may file an appeal with the Mayor within seven (7) days after the Screening Committee's decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 1 answer is in error. The Mayor shall have ten (10) days in which to schedule a meeting with the aggrieved employee and his or her appropriate FOP representative. The Mayor shall investigate and respond to the grievant and appropriate representative within ten (10) days following the meeting.

Step 3 Arbitration: If the grievance is not satisfactorily settled in Step 2, the FOP may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the limits prescribed, the grievance shall be considered resolved, based upon the Step 2 reply.

Section 19.6.

A. If the Employer and the FOP cannot agree upon an impartial arbitrator, the FOP may request a panel of arbitrators from the American Arbitration Association. Said request shall be within ten (10) days following the notice for arbitration, and consist of a list of seven (7) impartial arbitrators from the American Arbitration Association. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator, but this shall not remove the ability to proceed if the parties do not agree on submission. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the American Arbitration Association. The party requesting the arbitration shall be the first to strike a name from the list. Then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Prior to striking, either party shall have the option to completely reject the list of names provided by the American Arbitration Association and request one (1) additional list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association.

B. The arbitrator shall hold the arbitration hearing promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract

from, modify, change or alter any provision of this Agreement, nor add to, subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinions which are not directly essential in reaching a decision on the issue in question.

C. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

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

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

Section 19.7. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit members desires to file a grievance involving an incident affecting several members in the same manner, one member shall be elected by the group to process the grievance. Each member who desires to be included in such grievance shall be required to sign the grievance.

Section 19.8. Any grievance that originates from a level above Step 1 of the grievance procedure may be submitted directly to the step or level from which it originates. No grievance can originate at a level subsequent to Step 2.

Section 19.9. For the purpose of this Article, "days" shall be defined as consecutive days, excluding Saturdays, Sundays and holidays as defined herein.

Section 19.10. In the event a step in the grievance procedure is permanently vacant, grievances presented to the vacant step will proceed to the next level, without any loss of time, to be answered by the supervisor next in the grievance procedure.

Section 19.11. The Employer shall provide the FOP with a list of management's designated representatives for each step of the grievance procedure.

Section 19.12. Any employee or Village official requested to appear at a hearing before the Mayor or before the arbitrator by either party shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending the mayoral or arbitrator's hearing. All requests made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of on-duty employees in attendance exceed five (5), excluding the grievant(s) and the representative of the FOP. Grievants shall lose no straight time earnings while in attendance at grievance meetings with management representatives or at arbitration hearings.

Section 19.13 The FOP agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the FOP failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance procedure and arbitration procedure contained herein.

ARTICLE 20
HOURS OF WORK

Section 20.1. The basic work schedule for members of the bargaining unit shall consist of one hundred sixty (160) hours in each twenty-eight (28) day work period. The Village may consent to the use of various shifts but the normal shift will consist of eight-hour days. The Village retains the prerogative of ending any daily shift other than the eight-hour shift at its sole discretion.

Section 20.2. The Employer retains sole discretion as to the need for overtime work, and all assigned overtime must be worked. All overtime work must be authorized by the Mayor or his authorized representative, except that where overtime work is performed in an emergency without prior authorization, the overtime work shall be reported to the Mayor or his authorized representative for confirmation that such an emergency existed and for authorization of the overtime work.

ARTICLE 21
OVERTIME

Section 21.1. If an employee is on an eight (8) hour schedule, overtime hours are those hours worked in excess of forty (40) hours in each scheduled work week. If an employee is on a twelve (12) hour schedule, overtime hours are those hours worked in excess of eighty (80) hours in each scheduled two-week work period. Overtime hours shall be compensated at a rate determined by dividing the employee's annual base rate plus longevity pay, the BAC and Firearms stipends and any educational benefit, by two thousand eighty (2,080) hours, and multiplying by one and one-half (1-1/2) times. Vacation, holidays, personal days used during any portion of the work week

shall be counted for the purpose of determining the existence of overtime worked during that period.

Section 21.2. If an employee is on a twelve (12) hour schedule, only in the week in which sick leave is utilized shall sick leave not count as hours worked for the purposes of calculating overtime.

Section 21.3. All full-time employees, shall, at their election, be able to accrue compensatory time at one and one-half (1-1/2) times the number of overtime hours worked in lieu of cash payment at the same rate that overtime would have been calculated (time and one-half vs. straight overtime), up to a maximum of one hundred sixty-eight (168) hours. In the event an employee works overtime when his or her "compensatory time bank" is at one hundred sixty-eight (168) hours, he or she shall be paid cash for such overtime. Employees will be required to cash out all accrued hours of compensatory time in excess of one hundred (100) at the end of each calendar year with the option to cash out all accrued hours. Any compensatory time remaining will be cashed out upon the employee's separation from employment.

ARTICLE 22
COURT TIME/CALL IN TIME

Section 22.1. Employees required to appear at a Municipal Court, when not on duty, shall receive a minimum of three (3) hours pay. Employees required to appear at the Court of Common Pleas, Grand Jury or Juvenile Court or attend proceedings that require travel within the corporate limits of Cleveland, Ohio, when not on duty, shall receive a minimum of four (4) hours of pay.

Section 22.2. Employees put on a stand by basis by a Municipal Court, when not on duty, shall receive two (2) hours of pay. Employees put on a stand by basis by the Court of Common Pleas, Grand Jury or Juvenile Court, when not on duty, shall receive three (3) hours of pay.

Section 22.3. In the event that a member is required to report for any duties other than those on his regular shift, then such a member shall be compensated for such additional duties. Under these circumstances, each such member shall be paid a minimum of three (3) hours pay.

ARTICLE 23
LONGEVITY

Section 23.1. Years of service shall be defined as the total number of twelve (12) month periods of service completed on or before December 31st of each year. Each twelve (12) month period used to compute years of service commences on the anniversary date of the employee's first date of employment with the Village and ends on the last day prior to the employee's next consecutive anniversary date.

Section 23.2. The only service that shall be used to compute longevity pay shall be years of service as a full-time employee of Mayfield Village.

Section 23.3. Each full-time member of the bargaining unit shall be entitled to longevity pay increases in accordance with the schedule provided below:

For Not Less Than	But Less Than	2026	2027	2028
5 years	6 years	$1,175.00	$1,175.00	$1,175.00
6 years	7 years	$1,225.00	$1,225.00	$1,225.00
7 years	8 years	$1,275.00	$1,275.00	$1,275.00
8 years	9 years	$1,325.00	$1,325.00	$1,325.00
9 years	10 years	$1,375.00	$1,375.00	$1,375.00
10 years	11 years	$1,425.00	$1,425.00	$1,425.00
11 years	12 years	$1,475.00	$1,475.00	$1,475.00
12 years	13 years	$1,525.00	$1,525.00	$1,525.00
13 years	14 years	$1,575.00	$1,575.00	$1,575.00
14 years	15 years	$1,625.00	$1,625.00	$1,625.00
15 years	16 years	$1,675.00	$1,675.00	$1,675.00
16 years	17 years	$1,725.00	$1,725.00	$1,725.00
17 years	18 years	$1,775.00	$1,775.00	$1,775.00
18 years	19 years	$1,825.00	$1,825.00	$1,825.00
19 years	20 years	$1,875.00	$1,875.00	$1,875.00
20 years	21 years	$1,925.00	$1,925.00	$1,925.00
21 years	22 years	$1,975.00	$1,975.00	$1,975.00
22 years	23 years	$2,025.00	$2,025.00	$2,025.00
23 years	24 years	$2,075.00	$2,075.00	$2,075.00
24 years	25 years	$2,125.00	$2,125.00	$2,125.00
25 years or more		$2,175.00	$2,175.00	$2,175.00

Section 23.4. Longevity benefit will be paid the first pay period in December each year.

Section 23.5. All members of the bargaining unit as of the date of passage hereof shall retain, for the purposes of computing their longevity pay, the years of service credited to their employment with the Village, as currently appears on the personnel and payroll records of the Village.

ARTICLE 24
VACATION

Section 24.1. Employees covered by this Agreement shall be granted vacation with pay, after one year of continuous service with the Village of Mayfield. The vacation schedule shall be as follows:

In Year	Amount of Vacation	In Year	Amount of Vacation
1	As Specified in Section 24.2	14	160 hours
2	40 hours	15	168 hours
3	80 hours	16	176 hours
4	80 hours	17	184 hours
5	88 hours	18	192 hours
6	96 hours	19	200 hours
7	104 hours	20	208 hours
8	112 hours	21	216 hours
9	120 hours	22	224 hours
10	128 hours	23	232 hours
11	136 hours	24	240 hours
12	144 hours	25 or more years	248 hours
13	152 hours		

No more than 248 hours of vacation time for more than twenty-five (25) years of service.

The head of each department shall determine the schedule of vacations for the employees thereof.

"Year of Employment" as used in this Section pertaining to vacation schedules means years of employment with Mayfield Village only.

However, any employee of the Municipality who has been previously employed in a full-time capacity by the State of Ohio or any of its political subdivisions, providing a letter of verification from the prior public employer is submitted within the 1st year of employment with the Village, is entitled to have such prior service counted as years of employment for the purpose of computing vacation time herein and shall be credited as such on January 1st after initial employment with the Village.

Section 24.2. An employee hired prior to July 1 in any year shall for the purposes of computing vacation only be considered to be in his second year of employment on January 1st of the year following his year of employment.

An employee hired on or after July 1 in any year shall for the purposes of computing vacation only be considered to be in his second year of employment on January 1st of the year following the first anniversary of his employment.

An employee hired prior to July 1 in any year shall be entitled to three (3) days of vacation in the year of his employment.

An employee hired on or after July 1 in any year shall in the year following his employment be entitled to one (1) day of vacation for every two (2) months of employment, not to exceed five (5) total vacation days. Such vacation days shall not accrue until after the employee has worked each two (2) month period.

All vacation time shall be credited to an employee on January 1st each year and employees may take their vacation at any time within the calendar year, subject to the approval of the head of the department in which the employee works.

Section 24.3. Vacation time will be computed from date of hire.

Section 24.4. All vacation time must be taken within the calendar year or it will be forfeited. Employees may make a written request to carry over unused vacation to the Mayor or his designee for consideration. The Mayor shall have final approval to grant a carry-over of vacation leave.

Section 24.5. In the event that an employee ~~hired after January 1, 1985,~~ voluntarily leaves his or her employment prior to December 31st of any year, his or her vacation time for that year shall be prorated pursuant to the following formula:

Accrued Vacation Days / 365	***multiplied by***	Number of Days of the year Passed	***equals***	Vacation Days Earned

In the event an employee has already taken more vacation time than that to which he or she is entitled at the time he gives notice that he is voluntarily terminating his employment, the Village of Mayfield shall have the right to withhold all amounts otherwise owed the employee to the extent necessary to reimburse the Village of Mayfield.

Section 24.6. An employee working on a shift other than an eight-hour shift shall have deducted from his accrued vacation time an amount equal to the number of hours that that employee missed on his day of vacation. For example, an employee who is on an eight (8) hour shift would have eight (8) hours deducted from his vacation time when a vacation day is taken whereas an employee on a twelve (12) hour shift will have twelve (12) hours deducted from his accumulated vacation time.

ARTICLE 25
UNIFORM ALLOWANCE

Section 25.1. All newly hired probationary employees shall receive, at the Employer's expense, all items as listed on the schedule on file with the Police Chief and previously approved by the Mayor/Safety Director and Council. There shall not be additional uniform allowance during the first year of employment for newly hired employees. These items shall be paid by the Finance Department upon submittal of receipts signed and approved by the Police Chief. All items purchased shall be surrendered to the Employer if the employee fails to complete the probationary period.

Section 25.2. All non-probationary employees shall receive an annual uniform allowance in the amount of $1,325.00 in 2026, $1,350.00 in 2027 and $1,375.00 in 2028. The uniform allowance shall also be used for uniform maintenance by the employee. Amounts paid pursuant to this Article shall be prorated for the time period between the employee's first anniversary date and December 31st of that year.

Section 25.3. Whenever different or additional uniforms are required due to promotion, the Employer shall purchase those items for which receipted bills are presented together with an approval for payment from the Chief.

Section 25.4. Effective with the ratification of this contract, any employee who has an Employer purchased ballistic vest which is older than five (5) years old may be eligible to be reimbursed up to an amount mutually agreed upon by the Employer and the FOP for replacement cost of a new vest. However, should the officer receiving the vest terminate employment with the Employer within two years after receiving the vest, he will return the vest and the Employer will refund the officer his or her contribution.

Section 25.5. Upon termination, or in the event an employee voluntarily leave employment prior to December 31st of any year, the uniform allowance for that year shall be prorated, pursuant to the following formula:

Uniform Allowance / 365	***multiplied by***	Number of Days of the year Passed	***equals***	Allowance Due

Section 25.6. All employees shall be compensated for their uniform allowance annually, paid no later than June 30th of each calendar year. The payment shall be in the form of a payroll check payable to each employee and will include appropriate deductions.

ARTICLE 26
HOLIDAYS

Section 26.1. Effective at the beginning of each year, all members of the bargaining unit shall receive the following paid holidays:

New Year's Day
Martin Luther King Jr. Day
Memorial Day
June 19th (Juneteenth)
Christmas Day
Six (6) Personal Days
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Independence Day
Labor Day

Section 26.2. All members of the bargaining unit shall receive one hundred twenty-eight (128) hours of holiday time on January 1st as compensation for the holidays listed in Section 26.1. This holiday time shall be taken on a day during the calendar year to be picked by the employee with the prior approval of the Chief of Police or Executive Officer, except that the Employer retains the right to schedule the use of holiday time on the holidays stated in Section 26.1.

Section 26.3. Any new member of the bargaining unit shall be entitled to holiday hours in his or her first year of employment in accordance with their date of hire as follows:

January 1 through March 31:	128 hours
April 1 through June 30:	96 hours
July 1 through September 30:	64 hours
October 1 through December 31:	32 hours

Section 26.4. If an employee is required to work on the holidays set forth in Section 26.1 (excluding the six (6) personal days), he or she shall be paid one and one-half (1-1/2) times his or her regular rate for all hours worked.

Section 26.5. All members of the bargaining unit who work the majority of a shift on a holiday shall be compensated for the entire shift in accordance with the holiday pay provisions set forth in Section 26.4.

Section 26.6. Any unused holiday time accrued during the calendar year and not taken by December 31st shall be taken in pay. Such pay is to be made in the first pay period of the following January.

Section 26.7. In the event an employee voluntarily leaves his employment prior to December 31st of any year, his holiday time for that year shall be prorated pursuant to the following formula:

Accrued Holidays 365	***multiplied by***	Number of Days of the year Passed	***equals***	Holidays Earned

In the event an employee has already taken more holiday time than that to which he is entitled at the time he gives notice that he is voluntarily terminating his employment, Mayfield Village shall have the right to withhold all amounts otherwise owed the employee to the extent necessary to reimburse Mayfield Village.

ARTICLE 27
FUNERAL LEAVE

Section 27.1. All employees shall be granted time off with pay for the purposes of attending the funeral of a member of the employee's immediate family. The employee(s) shall be entitled to a maximum of three (3) consecutive calendar days off for each death in the immediate family, which days shall not be deducted from the employee's sick leave credits. If the employee is regularly scheduled to work all three days, the employee will be compensated for all three days. An additional two (2) days of leave may be granted for out-of-state deaths upon approval by the Chief of Police and Mayor.

Section 27.2. In the event the death occurs during the employee's work day, he shall be granted the remaining portion of the day off with pay. Such time shall not be deducted from any of the employee's sick leave credits.

Section 27.3. Immediate "family" shall be defined as only including the employee's spouse, children, parents, parents-in-law, brothers, sisters, grandparents, brothers-in-law and sisters-in-law.

Section 27.4. The use of this leave is a privilege which must be specifically requested through the Chief of Police.

Section 27.5. In cases where more time off is desired than was granted, the employee shall request in advance, the use of his accrued vacation, sick time, holidays, compensatory time and/or sick/personal time as credits for such additional time.

ARTICLE 28
INSURANCES

Section 28.1. All permanent full-time employees shall be eligible to participate in a group health care plan established by the Employer, which shall include medical, dental, vision, and prescription drug coverage. Such group plan may be provided through a self-insured plan or an outside provider, or a combination thereof. In each year of the contract, the Employer shall offer a base plan and may offer alternate plans.

Section 28.2. Health Care Plans. The plans currently being offered by the Employer are the Buckeye Ohio Risk Management Association Benefits Pool, Inc. (BORMA) Medical Mutual PPO–Standard Plans 2 and 3 and a high-deductible HSA funded at seventy-five percent (75%) by the Employer. Employee monthly premium contributions will be ten percent (10%) of the cost of the premium of the plan selected by the employee and will be made through payroll deduction. If, at any time during the duration of this contract, there is a discontinuation or change to the plans offered or the HSA funding, the FOP will be notified prior to any change taking effect.

Section 28.3. Dental and Vision Plans. The Employer will provide and pay the full premium for employees receiving dental and vision benefits.

Section 28.4. Health Care Task Force. The Employer will continue to utilize a Health Care Task Force comprised of appropriate representatives of the Village administration and Village employees, including representatives of FOP Lodge 57 and IAFF Local 2619. The Health Care Task Force will be expected to study the issues of health care and health care cost containment and formulate recommendations which will be considered by the Employer.

Section 28.5. Any permanent full-time employee, who is otherwise eligible to be covered under the group health care plan and who voluntarily withdraws from the above-referenced insurance coverage, shall be paid Four Hundred Fifty Dollars ($450.00) per month in lieu of employee plus dependent coverage and One Hundred Fifty Dollars ($150.00) per month in lieu of single coverage. These payments shall be made in equal quarterly installments. These payments will not be made to any person who is otherwise covered under the Employer's policy through a spouse or other family member. No payment can be made under this section until the employee provides proof to the Finance Director that he or she is covered under another health insurance policy.

Section 28.6. The Employer will provide and pay the full premium on a $50,000 term life insurance policy for each permanent full-time employee.

ARTICLE 29
INJURY LEAVE

Section 29.1. When an employee becomes injured or disabled as a result of an event arising out of and in the course of bona fide police work as determined by the Village, so as to be physically unfit for duty, the employee shall be granted injury leave with pay by the Village beginning with the first working day of such disability. In order to be eligible for injury leave, as provided in this Article, the employee must file a claim with Workers' Compensation and the employee's disability must be evidenced by a certificate from a physician who examined the employee. Paid injury leave shall not be granted to employees who incur injuries of a routine nature or to employees while in the employment of another person or entity.

Section 29.2. Injury leave shall not exceed Ninety (90) consecutive calendar days after the beginning of the leave unless an extension is granted by the Employer. Said leave may be canceled at an earlier time as provided below:

A. When the employee is released by his physician to return to work;

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

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

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

Section 29.3. The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

ARTICLE 30
SICK LEAVE

Section 30.1. All permanent full-time employees shall be entitled for each complete eighty (80) hours of service to sick leave of four and six-tenths (4-6/10) hours with pay not to exceed one hundred twenty (120) hours. Employees may use sick leave with the approval of their department head for absence due to illness, injury, exposure to contagious disease and illness in the immediate family. The head of each department shall require their respective employees to furnish a written signed certificate to justify the use of any sick leave taken. At the discretion of the department

head, or anytime an absence due to illness exceeds three (3) days, a statement certifying the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written statement or a physician's certificate shall be grounds for disciplinary action including dismissal. No sick leave may be granted upon or after retirement or termination of employment. Sick leave will be deducted from accrued sick leave in accordance with the number of hours taken for sick leave. If an employee working an eight (8) hour shift calls in sick for a shift, he will have eight (8) hours deducted from his accrued sick leave. If an employee working a twelve (12) hour shift calls in sick, he will have twelve (12) hours deducted from his accrued sick leave.

Section 30.2. Any permanent full-time employee who, at the end of their first full calendar year of service to Mayfield Village, has an accumulation of forty-five (45) days, unused sick leave and who, during the same calendar year, has not used any of the sick days earned during that year shall be compensated at the end of the calendar year the equivalent of forty (40) hours pay without having any hours deducted from his or her accumulated but unused sick leave. Sick leave accumulation lawfully transferred from prior pubic employees shall be included for purposes of this section. If an employee has used less than forty (40) hours sick leave during the calendar year, he will be paid a benefit equal to the difference between the hours of sick used during the year and forty (40) hours. For example, an employee who has called in one (1) twelve (12) hour shift sick, he would be entitled to a benefit equal to twenty-eight (28) hours.

Section 30.3. Upon retirement, death and/or voluntary termination, all full-time employees hired before January 1, 2011 shall be entitled to receive credit and payment for accumulated but unused sick leave not to exceed nine hundred sixty (960) hours, provided that they have been employed by the Village for ten (10) years or more. For purposes of this Section, an employee shall be considered to have retired when such employee takes actions that are inconsistent with any reasonable intent to continue employment with the Municipality.

Section 30.4. Upon retirement, death and/or voluntary termination, all full-time employees hired on or after January 1, 2011 who have been employed by the Employer for ten (10) years or more, shall be entitled to receive credit and payment for three-quarters (3/4) of their accumulated but unused sick leave not to exceed four hundred eighty (480) hours; all full-time employees who have been employed by the Employer for twenty (20) years or more, shall be entitled to receive credit and payment for three-quarters (3/4) of their accumulated but unused sick leave not to exceed nine hundred sixty (960) hours; and all full-time employees who have been employed by the Employer for twenty-five (25) years or more, shall be entitled to receive credit and payment for all of their accumulated but unused sick leave not to exceed nine hundred sixty (960) hours. For purposes of this Section, an employee shall be considered to have retired when such employee takes actions that are inconsistent with any reasonable intent to continue employment with the Employer.

Section 30.5. If a full-time employee is scheduled to work on a holiday enumerated in Section 26, and cannot work due to illness, that day shall be considered a holiday day off and shall not be counted or compensated as a sick day.

Section 30.6. "Hours of service" as used in this section, includes overtime, vacations, holidays, sick leave, and all other approved and paid leaves of absence from service. "Hours of service" does

not include the additional compensation time allowed an employee who works a holiday or has their normal day off on a holiday.

ARTICLE 31
EDUCATIONAL BENEFIT

Section 31.1. All permanent full-time employees who have earned an Associate Degree relating to the field of their employment shall be entitled to additional compensation equal to two percent (2%) of their 2013 base pay. All full-time employees who have earned a Bachelor's Degree related to their field of employment shall receive additional compensation equal to four percent (4%) of their 2013 base pay. This section shall only apply to employees who are employed full-time by the municipality as of January 1, 2014.

Section 31.2. The compensation provided herein shall be earned on a monthly basis, with payments made in January and July of every year, for the six months preceding the payment date.

Section 31.3. Should an employee terminate his employment with the Village, having accrued a portion of said benefit but not yet having received payment, the prorated amount due the employee will be paid as soon thereafter as may be practical.

Section 31.4. All permanent full-time employees shall be eligible for reimbursement of tuition costs, as set forth below, resulting from the employee taking courses from an accredited institution of higher learning, provided that:

a) They are reasonably related to the employee's employment with the Village, with such relationship to be determined in the Village's sole discretion;
b) The taking of the course has been approved in advance by the Department Head and the Mayor.
c) Proof of the grade received and receipt for the tuition are submitted to the Director of Finance within 30 days of completion of the course.
d) Any employee who leaves the employ of the Village for other employment within two (2) years after reimbursement of tuition costs shall reimburse the Village for said reimbursed tuition costs.
e) In order to be eligible for reimbursement, the employee must obtain a grade of "C" or better in the course or, in the case of a class taken on a "pass/fail" basis, a "pass" must be obtained.
f) The amount of tuition reimbursed shall be limited to the amount of the then current per credit hour cost charged by the institution the employee attends, not in any event to exceed the rate charged by Cleveland State University at the time of the employee's reimbursement request.

ARTICLE 32
BREATH TEST MACHINE PROFICIENCY ALLOWANCE

Section 32.1. Annually, and in accordance with standards set forth by the State of Ohio, Department of Health, in the Ohio Revised Code §3701.143, all bargaining unit members who

have completed their probationary period and who achieve Breath Test Machine Proficiency certification shall be entitled to a payment of $1,650.00 in each year of the contract.

Section 32.2. Annually, upon presentation of evidence of satisfactory completion of said certification, the Chief of Police shall forward a letter to the Finance Director authorizing payment to members of the bargaining unit. Such sum shall be paid to the employee in a lump sum separate check as soon as may be practical.

ARTICLE 33
FIREARMS PROFICIENCY / CPT CERTIFICATION ALLOWANCE

Section 33.1. Annually, and in accordance with standards set forth by the Chief of Police and the Ohio Peace Officer Training Council, all bargaining unit members shall be required to satisfactorily complete a firearms re-qualifications program demonstrating proficiency with departmentally-issued (or approved) firearms.

Section 33.2. Annually, upon certification by the Chief of Police of completion of the required firearms re-qualification standards, all bargaining unit members who have completed his or her probationary period shall be entitled to a payment of $1,650.00 in each year of the contract. Such sum shall be paid in a lump sum separate check as soon thereafter as may be practical.

Section 33.3. Each bargaining unit member shall be required to annually complete all Continuing Professional Training (CPT) certification requirements established by the Ohio Attorney General's Office. The Chief of Police may require that these hours be completed in person or online. Annually, upon certification by the Chief of Police of completion of the required certification, each bargaining unit member shall receive a $750.00 certification bonus, so long as the Employer continues to receive grant funding providing for training hours reimbursement and the State continues the CPT requirement. Such certification bonus shall be paid in a lump sum separate check following completion of all requirements.

ARTICLE 34
DISABILITYAND PENSION FUND

Section 34.1. Subject to the approval of the Internal Revenue Service, the regular pay of each employee shall be determined by first deducting the employee's pension and disability portion from the gross pay of the employee prior to the calculation of payroll taxes. The amount deducted for the employee's portion of the pension contribution shall be paid by the Village to the Police and Fireman's Pension Fund for the individual employee's benefits, along with any Employer liability as required by State Law.

ARTICLE 35
SALARY SCHEDULE

Section 35.1. Effective January 1, 2026, the following salary schedule shall be applied to all members of the bargaining unit covered by this Agreement:

Rank and Class	2026 (+4%)	2027 (+3%)	2028 (+3%)
Lieutenant Class A (Year 2+)	$134,040.17	$138,061.38	$142,203.22
Lieutenant Class B (Year 1)	$124,240.36	$127,967.57	$131,806.59
Sergeant Class A (Year 2+)	$120,215.54	$123,822.01	$127,536.67
Sergeant Class B (Year 1)	$113,115.69	$116,509.16	$120,004.44
Patrol Officer Class A (Year 2+)	$107,816.34	$111,050.83	$114,382.36
Patrol Officer Class B (Year 2)	$96,109.31	$98,992.59	$101,962.37
Patrol Officer Class C (Year 1)	$84,406.85	$86,939.05	$89,547.22

Section 35.2. Wages for 2026, 2027 and 2028 shall be in effect on January 1st of each year.

Section 35.3. In compliance with the award of Arbitrator James M. Mancini on September 18, 2007, each full-time employee will receive a One Thousand Dollar ($1,000.00) per year stipend for the term of this Agreement, to be paid on the anniversary date of the award.

Section 35.4. Canine Handler Terms and Conditions

A. The existence of the Canine Unit within the Police Department will be at the discretion of the Employer and use of the canine by the Department is solely within the discretion of the Chief of Police. The assignment and removal of the Canine Handler is also discretionary with the Chief of Police.

B. The Canine Handler agrees to maintain the necessary certification of the canine unit as required by Ohio Administrative Code Section 109:2-7-03, Minimum Standards for Certification of Law Enforcement Canine Units and Ohio Administrative Code Section 109:2-7-05, Certification of Law Enforcement Canine Units, and Mayfield Village Police Department Guidelines and this Policy for the Canine Unit.

C. In order to comply with the Fair Labor Standards Act, the Canine Handler shall receive either straight compensatory time off, a shift off, or a reduced work day or work week as determined by the Chief of Police after consultation with the Canine

Handler. This time shall be for the caring and training of the canine at home while off duty. Such care will include, but not be limited to, brushing, grooming, bathing, feeding, exercising, administering medications and cleaning of the canine's kennel and Canine Handler's vehicle.

D. The time set forth above shall be three and one-half (3½) hours per week and shall result in the same hourly time off benefits per annum (i.e. a total of 182 annual hours (3.5 hours per week for 52 weeks) off for canine care and grooming). The time off may be in any combination as determined by the Chief of Police and may be taken per day, per shift, per two weeks, or per month. The Chief will discuss such combination of time off with the Canine Handler and attempt to mutually arrive at the methodology for time off. However, in the event no agreement is reached, the Chief shall determine the methodology for hours off for any given pay period.

E. The Canine Handler will be provided a specially equipped vehicle to accommodate the canine and shall be provided to the Canine Handler as a take home vehicle. The vehicle shall be used by the Canine Handler to transport the canine to and from work and for off duty training purposes. The vehicle will not be used for any other reason unless authorized by the Chief of Police or his designee. It is agreed that this is a unique circumstance and that the functions of this particular assignment require a specially equipped dedicated vehicle.

F. Both the Village and the Canine Handler agree that the needs and requirements of the canine are unique and therefore the specific days and hours of work for the canine and the Canine Handler shall be determined in unison by both the Village and the Canine Handler. As previously noted, the assigned Canine Handler and the canine shall receive appropriate training prior to deployment. This training shall meet the guidelines of the Ohio Administrative Code and those established by the North American Police Work Dog Association. No canine shall be deployed until the above certification is achieved and said certifications shall be maintained as more fully identified herein and above.

G. Each Canine Handler and canine shall engage in in-service training of appropriate content and duration so as to maintain proficiency and to ensure the goals and standards of the canine unit are met. In-service training days shall be in lieu of shift whenever possible and so assigned by the Chief of Police.

H. Each Police Canine shall remain the property of Mayfield Village throughout its career. At the conclusion of the animal's serviceability as a police canine, the canine shall first be offered to the Canine Handler at the cost of $1.00. After retirement of the canine, it is understood that the Village has no further responsibility to the Canine Handler for the animal or its care. In the event the Canine Handler does not wish to retain possession of the canine, the same may be disposed of in any other appropriate manner.

ARTICLE 36
OIC/ACTING OFFICER PAY & FTO/FIELD TRAINING OFFICER PAY

Section 36.1. One (1) hour of compensatory time will be granted to any full-time Patrol Officer required to serve as a Sergeant for eight (8) or more hours during a shift. Additionally, effective January 1, 2024, one-half (1/2) hour of compensatory time will be granted to any full-time Patrol Officer required to serve as a Sergeant for four (4) but less than eight (8) hours during a shift. If the employee's compensatory bank is full, the Patrol Officer will receive straight time pay in lieu of compensatory time in the amount set forth above.

Section 36.2. One (1) hour of compensatory time will be granted to any full-time Patrol Officer or Sergeant who is selected by the Chief of Police to serve as a Field Training Officer for eight (8) or more hours during a shift. If the employee's compensatory bank is full, he or she will receive straight time pay in lieu of compensatory time in the amount set forth above.

ARTICLE 37
SEVERABILITY

Section 37.1. In the event any one or more provision(s) of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or subsequently enacted legislation, that portion(s) shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

Section 37.2. If in the event any provision is so rendered invalid, upon written request of either party hereto, the Employer and the FOP shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

Section 37.3. Any negotiated change must be reduced to writing and be signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 38
PREVAILING RIGHTS

Section 38.1. All rights, privileges and working conditions enjoyed by the employees at the present time which are not included in this Agreement shall remain unchanged unless by mutual consent of both the Village and the FOP.

ARTICLE 39
OBLIGATION TO NEGOTIATE

Section 39.1. The Employer and the FOP acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 40
APPLICATION

Section 40.1. The Employer agrees that the provisions of this Agreement, along with all work rules and other appropriate regulations, will be administered on a fair and non-discriminatory basis and that such rules or regulation shall not be inconsistent with this Agreement. This Agreement represents the entire agreement between the Employer and the FOP

ARTICLE 41
TERM OF AGREEMENT/NEGOTIATION PROCEDURE

Section 41.1. This Agreement shall be effective as of January 1, 2026 and shall remain in full force and in effect until December 31, 2028.

Section 41.2. This Agreement shall continue from year to year beyond the original term hereof unless either party notifies the other in writing of its intent to amend, modify, or terminate the Agreement by certified U.S. mail, not later than ninety (90) days nor earlier than one hundred twenty (120) days prior to the expiration date of the Agreement.

Section 41.3. The parties shall meet at a place and time mutually convenient within fourteen (14) days after receipt of such notice in order to begin negotiations in good faith for a successor agreement, pursuant to the following guidelines:

A. Location of meetings

- Meetings will be held on the premises of the Employer.

B. Dates and Times of meetings

- Sessions will be scheduled by mutual agreement on an as needed basis and will last for three (3) hours maximum in duration. If further meeting time is required following adjournment, nothing herein shall limit the parties from mutually consenting to schedule a limited agenda meeting immediately following the regularly scheduled meeting.

C. Bargaining Committee make-up

- The Union team will consist of no more than three (3) participants. Union team members shall not suffer the loss of their straight time regular rate of pay for attendance with the Village team in any negotiation session.

- Either party may have up to one (1) additional individual appear at a session for the purpose of providing information that may aid the parties in their negotiations. Such additional person will be permitted to attend on a limited basis.

D. Chief Negotiator

- There shall be only one (1) spokesperson (the Chief Negotiator), for each party, except that he may on occasion request one of his team members to address a specific issue.

E. Written Proposals/Material

- All written proposals or material shall be submitted in sufficient quantity to provide copies to each member of the other party's bargaining team.

F. Agreements

1. Articles agreed to by the parties will be reduced to writing, duplicated, dated, and signed by the parties as a tentative agreement. When appropriate, a Section of an Article agreed to by the parties will be reduced to writing, duplicated, dated, and initialed by the parties as a tentative agreement on that Section, pending tentative agreement of the complete Article.

2. Articles approved and agreed upon will be prepared in the final form by the Village and duplicated with four (4) copies provided to the Union committee.

3. Tentative agreements shall bind the bargaining teams and preclude withdrawal of substitution or tentative agreements unless a withdrawal or substitution is mutually agreed to by the parties.

4. Within seven (7) days of reaching final tentative agreement on all articles, the Union bargaining committee will present to the membership of the local Union for ratification and the Village will present to the Village Council.

5. Upon ratification by the Mayor and the Village Council and the local Union, the bargaining committees will meet within seven (7) days to execute the Agreement by affixing signature of the parties.

G. Meeting Note

- No recording or transcription shall be allowed during negotiation meetings and each party

is responsible for taking its own meeting notes.

H. Meeting Arrangement

- The date and time of the next negotiating session shall, if possible, be agreed upon before the close of each session.

I. Caucus

- A caucus may be called at any time during the negotiations by the Chief Negotiators for either committee.

J. News Media

- It is agreed that during the bargaining period, neither party will issue a statement to the news media on an individual basis regarding topics of negotiations. If, in the normal conduct of negotiations, such press release becomes necessary, the contents shall be mutually acceptable to all parties.

Section 41.4. At any time during the bargaining process, either side may request, in writing, with or without a declaration of impasse, the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching agreement. The mediator shall have no power to impose a settlement on either party or to in any way bind either party to agreement on any issue. The party making the request shall serve the other party with a copy of the written request.

Section 41.5. In the event no agreement has been reached, approved and ratified prior to the expiration of the then-current agreement, either party may notify in writing the American Arbitration Association ("AAA") of the intent to submit the unresolved issues to it to be resolved through binding arbitration. A copy shall also be served upon the other party. The request to arbitrate may be made jointly by the parties.

Any issues which have been agreed to by the Village and the FOP shall be submitted as a partial agreement to the FOP membership for approval/disapproval. If the FOP approves the partial agreement, it shall notify the Village in writing of such action. Thereafter, the Village Council will vote to accept or reject the agreed issues. After the arbitrator has entered his award, said award and the partial agreement shall constitute the entire Agreement between the Village and the FOP

The arbitration hearing will be conducted by AAA in accordance with its rules and procedures. After AAA has received notice from the parties, it shall submit a list of arbitrators to each party, and the arbitrator shall be chosen by the alternate strike method in accordance with the AAA's current rules within twenty (20) days of the request for arbitration. The hearing shall be held within forty-five (45) days after the date the arbitrator is chosen. The Village and the FOP shall equally share the cost of services provided by AAA and the arbitrator. The Village and the FOP shall pay the cost of their own witnesses and presentation.

Section 41.6. The arbitrator will only have jurisdiction over the unresolved issues and other matters mutually agreed upon by the Village and the FOP The hearing shall be private and will be conducted pursuant to the AAA's current rules. Not later than three (3) days before the hearing, the Village and the FOP shall serve on the arbitrator, and the opposing party a written report summarizing the unresolved issues and other matters submitted to the arbitrator, the party's final offer on the issues and the rationale for the position. If, after submission of the parties' reports, mediation efforts by the arbitrator result in a change of final offer, a party may, with the permission of the arbitrator, submit a revised written offer to the other party through the arbitrator. No change in offers shall be permitted after testimony and evidence is heard on the particular issue involved.

Section 41.7. After hearing the parties, the arbitrator shall resolve the dispute between the parties by selecting on an issue-by-issue basis from between either of the party's final offers, taking into consideration the following:

A. Past collective bargain agreements, if any, between the parties;

B. Comparison of the issues submitted to binding arbitration relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

C. Comparability of treatment between the employees in the bargaining unit in question and the Village's employees doing work comparable to that performed by bargaining unit employees, concerning the issues submitted to binding arbitration;

D. The interests and welfare of the public, the ability of the employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

E. The lawful authority of the employer;

F. The stipulations of the parties; and

G. Such other factors, not confined to those listed in this Section, which are normally or traditionally taken into consideration in the determination of the issues submitted to binding arbitration through voluntary resolution procedures in the public service or in private employment.

Section 41.8. The arbitrator shall make written findings of fact and promulgate a written opinion and award upon the issues presented to him, and upon the record made before him and shall mail or otherwise deliver a true copy thereof to the parties.

Section 41.9. Increases in rates of compensation and other matters with cost implications awarded by the arbitrator will be effective at the end of the term of the preceding agreement.

Section 41.10. All awards of the arbitrator are subject to review by the Court of Common Pleas

having jurisdiction over the public employers as provided in Chapter 2711 O.R.C.

Section 41.11. The award of the arbitrator is final, conclusive and binding on the Employer and the FOP and it is a mandate to both parties to take the necessary steps to implement the award, unless the parties mutually agree to amend or modify the award.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 5th day of January, 2026.

"Employer"

MAYFIELD VILLAGE

By: Brenda T Bodnar
Brenda T. Bodnar, Mayor

By: _____
Stephen Schutt, Council President

"Union"

FOP Lodge 57

By: Andrew Duffy
Andrew Duffy, President

By: _____
John Argie, Treasurer

By: Stipe Bajan
Stipe Bajan, Secretary