

Keith Porch, Chief of Police

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Date: 05/01/2019

GENERAL ORDER 22
COMPENSATION, BENEFITS, CONDITIONS OF WORK, COLLECTIVE BARGAINING AND GRIEVANCES
EFFECTIVE DATE: October 1, 2019
SUMMARY OF REVISIONS: Liquor Establishments

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PURPOSE: The purpose of this General Order is to define the responsibilities and authority for the Chief of Police and the City's Administration with respect to compensation, benefits, and conditions of work for members of the police division. This section also provides a guideline for those issues related to compensation, benefits and conditions of work that are governed by collective bargaining.

22.1 COMPENSATION

22.1.1 AGENCY SALARY PROGRAM

A. The **entry-level salary for all personnel** employed by this agency shall be determined by City of Mansfield Personnel Ordinances and agreement(s) entered into between the City of Mansfield and the bargaining units. (FOP/OLC Patrol Officers, FOP/OLC Command Officers, and AFSCME)

– The entry-level salary for employees who are not bargaining unit members shall be determined on a case-by-case basis through individual agreements between the employee and the City's Human Resources Division and based upon the City's compensation plan.

B. **Salary differential within** the sworn ranks of the bargaining unit shall be determined by agreements entered into between the City of Mansfield and the FOP/OLC Patrol Officers Union.

– Salary differential within ranks for employees who are not bargaining unit members shall be determined on a case-by-case basis through merit increases based upon performance and upon the City's compensation plan.

C. **Salary differential between** the sworn ranks of the bargaining unit shall be determined by City of Mansfield Personnel Ordinances and agreement entered into between the City of Mansfield and the FOP/OLC Command Officers Union.

– Salary differential between ranks for employees who are not bargaining unit members shall be determined on a case-by-case basis through merit increases based upon performance and upon the City's compensation plan.

D. **Salary levels for those with special skills** shall be by agreement(s) entered into between the City of Mansfield and the bargaining unit(s) and shall be subject to negotiation.

– Salary levels for members of the agency who have special skills and who are not bargaining unit members shall be determined on a case-by-case basis by mutual agreement between the employee and the City's Human Resources Division and based upon the City's compensation plan.

E. **Compensatory time policy** for employees who are members of a bargaining unit shall be governed by agreement of the bargaining units with the City of Mansfield and in accordance with provisions of the Fair Labor Standard Act.

– Compensatory time policy for employees who are not bargaining unit members shall be governed by the City of Mansfield's compensation plan and in accordance with provisions of the Fair Labor Standard Act.

F. **Overtime policy** for employees who are members of a bargaining unit shall be governed by agreements of the bargaining units with the City of Mansfield and the Fair Labor Standard Act.

– Overtime policy for employees who are not bargaining unit members shall be governed by the City of Mansfield's compensation plan and in accordance with provisions of the Fair Labor Standard Act.

G. The agreements reached between the employees and the City of Mansfield may include provisions for various types of **salary augmentation**. (See City of Mansfield Personnel Ordinances and FOP/OLC Patrol, FOP/OLC Command, and AFSCME agreements).

– The agreements shall include the type(s) of salary augmentation, the amount in each case, and the period of time during which augmentation would be given.

22.1.2 AGENCY LEAVE PROGRAMS

A. Administrative leave may be granted for an employee under conditions set forth in the Personnel Ordinances, Policy & Procedures Manual of the City of Mansfield, Division General Orders and as provided by contractual agreement(s). While the general language of the leave provision is included in this General Order, the specific terms and conditions of each type of leave are prescribed in the above listed documents.

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, and parent-in-law, or other relatives or persons with whom the employee maintains a spousal relationship or to whom the employee stands in loco parentis, living in the same household as the employee at the time of the relative's death, shall be granted to an employee by the Chief of Police.

– A leave of absence of three (3) days (with full normal pay) for 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.

– 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, uncle, niece, or nephew. Proof of death and relationship of the deceased shall be provided to the City by the employee, if so requested.

– **Extended Bereavement Leave.** Upon approval of the Chief of Police, bereavement leave in excess of that provided above may be charged to the employee's accrued sick leave balance and may count against sick leave bonus.

Leave for Jury Duty

Members of the Bargaining Unit, who are subpoenaed and actually chosen to serve jury duty and are assigned to first shift, shall be detailed for that period of time that he/she served on said jury.

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

Members of the Bargaining Unit who are subpoenaed and actually chosen to serve jury duty and are assigned to third shift, shall be detailed to the Day Shift for that period of time that he/she serves on said jury.

Any officer released from jury (three or more hours prior to their shift) will return to duty for the remainder of their shift. Officers assigned to second shift will return to duty and work the remainder of their shift, but will be credited for any jury time overlapping their shift.

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

All other members of the Division of Police are governed by appropriate sections of the Policy & Procedures Manual of the City of Mansfield; City of Mansfield Personnel Ordinances, & AFSCME Agreement.

Military Leave

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

The City will supplement military compensation up to the employee's normal scheduled compensation had he/she worked for the City during this period. In determining the employee's military pay for the purpose of this Section, allowances for travel, (food and housing while on travel status) shall not be considered, but any other military pay or allowance of whatever nature, including longevity pay, may be considered. **(For further see USERRA regulations at www.esqr.org).**

Wage Continuation Leave

All full-time employees who suffer a compensable industrial injury or illness may 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 only at the discretion of and with the written approval of the Safety Service Director after review and approval by the Human Resources Department.

Training Leave

Temporary leaves of absence with or without pay for training purposes or for other objectives related to the employee's work and performance may be granted by the Service Safety Director for such periods as he may consider justifiable, within the limitations of the budget.

Other Leave Without Pay

Leave without pay may be granted, upon the approval of the Safety Service Director, if requested in writing by the employee. An employee on leave without pay shall not accrue sick leave or vacation benefits, and the employee will be required to pay group health premiums in total if he

wishes such coverage continued. Failure of any employee to report promptly at the expiration of such leave of absence shall be considered as a resignation. Leave without pay may be granted for:

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

- **Disability Leave:** A leave without pay granted to a permanent employee for a period not to exceed nine (9) months without loss of seniority when such employee is physically unable to report for work because of illness or accident. The employee must promptly notify his supervisor of the necessity for said leave and he/she must supply certification from a qualified physician attesting to the necessity of such absence.

B. Holiday Time: All employees serving in full-time or part-time permanent positions shall be entitled to paid time off (**holiday time**) on those holidays observed by the City as specified in the City of Mansfield Personnel Ordinances as adopted by City Council. There may be special provisions for personnel within their respective collective bargaining units, which are contained within the respective collective bargaining agreements with the City.

- Provisions regarding scheduling, time off, compensation for work on an observed holiday, etc. are contained in the City Personnel Ordinances and Policy & Procedures Manual for non-union personnel. In the case of employees in a bargaining unit, provisions are contained in the collective bargaining agreement between the City and those respective bargaining units.

The following are designated paid holidays:

- New Years 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
Columbus Day (2nd Monday in October)
Veterans' Day (November 11th)
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- In addition, non-exempt employees are granted personal days. Each employee shall be entitled to three (3) days paid personal leave per calendar year. Newly hired employees will be afforded such personal days in their first year of appointment or reappointment on a pro-rated basis.

C. Sick Leave: All employees serving in Full-Time Permanent positions shall be entitled to **sick leave** with pay based upon the rate provided in the Policy & Procedures Manual of the City of Mansfield; City of Mansfield Personnel Ordinances, FOP/OLC Agreements, AFSCME Agreement.

– The provisions contained within the Policy & Procedures Manual of the City of Mansfield; City of Mansfield Personnel Ordinances, and/or within specific employee union bargaining agreements, govern sick leave usage.

D. Vacation Leave: All employees serving in Full-Time Permanent positions earn paid vacation leave and begin accruing such leave upon appointment. After each full year of service, all vacation leave accrued is credited to the employee, who shall then be eligible to take such leave. No employee is entitled to vacation leave until the completion of one (1) full year of service with the city.

– The provisions contained within the Policy & Procedures Manual of the City of Mansfield; City of Mansfield Personnel Ordinances, and/or within specific employee union bargaining agreements, govern vacation leave usage.

E. Family and Medical Leave Act (FMLA): FMLA leave will be granted to an employee who has been employed for at least twelve (12) months by the City and who has provided at least one thousand two hundred fifty (1250) hours of service during the twelve (12) months before the leave is requested. Eligible employees will be entitled to a total of twelve (12) weeks of leave during the twelve (12) month period measured backward from the date an employee uses any FMLA leave.

F. Short-term Military Leave: An employee, who is a Military Reservist or Ohio National Guard member or a member of other reserve components of the Armed Forces of the United States, shall be entitled to short-term leaves of absence (less than 180 days) from his respective duties for such time as he is in such military service on field training or active duty.

The City will supplement military compensation up to the employee's normal scheduled compensation had he/she worked for the City during this period. In determining the employee's military pay for the purpose of this Section, allowances for travel, (food and housing while on travel status) shall not be considered, but any other military pay or allowance of whatever nature, including longevity pay, may be considered. **(For further see USERRA regulations at www.esqr.org).**

22.1.3 PERSONNEL BENEFITS PROGRAM (LE1)

The benefits provided by the agency are described in the agreements between the City of Mansfield and the bargaining units, the City of Mansfield Personnel Ordinances, Policy & Procedures Manual of the City of Mansfield and in such other articles and documents as are detailed in the standards to follow. In general, benefits for non-union civilian personnel are detailed in the Personnel Ordinances and Policy & Procedures Manual of the City of Mansfield. Benefits for sworn personnel are detailed in agreements between the City of Mansfield and the officers. Benefits for the Chief of Police & Deputy Chief of Police are detailed in the Personnel Ordinances and Policy & Procedures Manual of the City of Mansfield, and benefits for unionized civilian personnel are detailed in agreements between the City of Mansfield and the effected units. Benefits include, but may not be limited to, administrative leaves for jury duty, bereavement, temporary leaves of absence, military duty, training and education; holiday leave; sick leave; vacation leave; compensatory time; a retirement and disability program administered through the Public Employees Retirement System or the Police and Firemen's Disability and Pension Fund; medical, and dental insurance; life insurance; liability protection; clothing and other necessary equipment;

and educational benefits. The Human Resource Director of the City of Mansfield maintains details and has information available to employees concerning all the various benefits available to each and every employee.

A. RETIREMENT PROGRAM: The agency's **retirement program** for civilians is managed by Public Employee's Retirement System and for police officers by Police and Firemen's Disability and Pension Fund.

– Information concerning the benefits and general policies of each Pension Fund are available via the internet web page of the respective Pension Fund.

– Public Employee's Retirement System and Police and Firemen's Disability and Pension Fund have final authority over matters concerning retirement. The retirement fund is not managed by the City of Mansfield.

– Employees who resign from employment, are terminated by the City, **retire**, die, or are laid off shall be paid all unused but accrued vacation to which they are entitled at the rate of pay in effect at the time of separation.

– After at least eight full years (i.e. 96 months) of continuous service with the City, an employee, who is laid off or who qualifies for retirement benefits under the State of Ohio's "Police and Fireman's Disability and Pension Fund" or "Public Employee's Retirement System", and actually retires from City Service, shall be entitled to receive payment for accumulated unused sick leave. The rate of pay for such accumulated sick leave shall be governed by the Policy & Procedures Manual of the City of Mansfield; City of Mansfield Personnel Ordinances, FOP/OLC Agreement(s), and AFSCME Agreement.

B. HEALTH INSURANCE: The City shall make available group **medical, prescription drug, dental, and vision** benefits to all employees who meet the eligibility requirements of the plan. Said benefits being outlined in applicable bargaining unit agreements and city Policy & Procedures Manual.

– The Human Resources Director will keep current copies of the health plan on file, will make copies available to employees, and will assure that employees are notified of any additions, deletions, or modifications to the health plan.

C. DISABILITY AND DEATH BENEFITS: The agency's **disability benefits** are provided through both Ohio Bureau of Worker's Compensation and Police and Firemen's Disability and Pension Fund. Death benefits may be provided from several sources.

– Employees who resign from employment, are terminated by the City, retire, **die**, or are laid off shall be paid all unused but accrued vacation to which they are entitled at the rate of pay in effect at the time of separation.

– All employees serving in Full-Time Permanent positions shall be entitled to **group term life and accidental death and dismemberment insurance coverage** with no contribution on the part

of the employees. The City shall provide said insurance coverage in the amount of at least \$25,000 for each employee.

- If an employee is **killed in the line of duty**, his surviving spouse, or secondarily, the estate, shall be paid for one hundred percent (100%) of the value of the employee's accrued but unused sick leave, at the straight time rate in effect at the time of death. The amount so paid shall constitute payment in full for all accrued and unused sick leave credited to the employee.
- In the case of a death in the line of duty, the agency shall ensure that application is made on behalf of the deceased for federal and state benefits, as well as those guaranteed by the Pension Fund and life insurance carried by the City for the employee.
- Death benefits are provided through the applicable Pension Fund

Ref; Policy & Procedures Manual of the City of Mansfield, City of Mansfield Personnel Ordinances, FOP/OLC Agreement(s), and AFSCME Agreement.

D. LIABILITY PROTECTION: The City provides 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. The City has the option to self-insure if liability insurance becomes unavailable.

Ref; Policy & Procedures Manual of the City of Mansfield, City of Mansfield Personnel Ordinances, FOP/OLC Agreement(s), and AFSCME Agreement.

E. EDUCATIONAL BENEFITS: Sworn and non-bargaining unit employees serving in full-time permanent positions for a minimum of one year, shall be eligible to participate in the City's **Education Reimbursement Program**. Under this program, each employee shall be eligible for reimbursement for fees and required textbooks, and courses of instruction voluntarily undertaken in an amount stipulated by union contract, by Policy & Procedures Manual of the City of Mansfield or City of Mansfield Personnel Ordinances. Courses of instruction eligible for reimbursement under this program shall include courses necessary for job-related degree programs or courses of study not necessarily within a job-related degree program but which are still job related. In addition, only course work provided by an accredited institution (e.g. college, university, community college, post-secondary technical school, etc.) shall be eligible for reimbursement under this program.

- All requests for reimbursement must be approved in advance by the Human Resources Department, Division Head, and Safety Service Director. Approval is based upon meeting the qualifications herein and the availability of funds, as prescribed by the appropriate Policy & Procedure of the City of Mansfield, City of Mansfield Personnel Ordinance, FOP/OLC Agreement, or AFSCME Agreement.
- Courses are to be taken on other than scheduled working hours, unless approval is obtained from the appropriate department head to take such courses on work time.
- Time spent in attending all courses hereunder is not considered compensable hours worked. Employees may not be reimbursed for meals, travel expenses, parking, housing or any other expense related to course attendance.

Reimbursement shall be made upon successful completion of the course with a grade of C (2.00) or better, at the rate stipulated in the applicable City Personnel Ordinance, FOP/OLC Agreements, and/or AFSCME Agreement.

The employee shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt from the institution confirming the employee has paid for tuition fees and required textbooks.

- Temporary leaves of absence with or without pay for training purposes or for other objectives related to the employee's work and performance may be granted by the Service Safety Director for such periods as he may consider justifiable, within the limitations of the budget.

Ref; Policy & Procedures Manual of the City of Mansfield, City of Mansfield Personnel Ordinances, FOP/OLC Agreement(s), and AFSCME Agreement.

22.1.4 AGENCY PERSONNEL SUPPORT SERVICES

The City's **Employee Assistance Program**, offered to all city employees through its insurance carrier (Anthem), is described in detail in Policy & Procedures Manual of the City of Mansfield, and in General Order 22.2.6.

- The assistance of the Mansfield Division of Police Chaplain Program is available to members of the agency.

22.1.5 SERVICES RENDERED TO AGENCY PERSONNEL/LINE OF DUTY DEATH (LE1)

Assistance services shall be rendered to agency personnel and their families following **line-of-duty deaths or serious injuries**.

Agency Services for Line of Duty Death or Serious Injury Occurrences

It shall be the responsibility of the Mansfield Division of Police to provide assistance to the immediate family of any Division employee who dies in the line of duty.

- Assistance is applicable whether the employee was killed or seriously injured feloniously or accidentally, while an active member of the department.
- Responsibilities include the clarification and comprehensive study of survivor benefits, tangible and intangible emotional support during this traumatic period and continuation of contact and care after the funeral, until so indicated by the survivors.
- Complete implementation of this policy is predicated on the wishes of the affected member of the agency, if known by the agency.
- Members of this agency will be asked to complete a **Line of Duty (LOD) Information Form**, which will be taped to the inside of the door of the member's locker or placed in the personnel file and which will contain information, updated by the member as needed. This form is entirely

voluntary, but would dramatically assist the agency in carrying out the member's wishes in case of a catastrophic incident.

- In order to provide support for shift personnel and/or personnel involved in the same function or with the same duties, the agency will require those members to participate in a debriefing at the end of the tour of duty and will make continuing support available.
- The agency will coordinate Critical Incident Services (CIS) activities for any family members who may wish to access this service.
- Immediately upon a serious injury or death, the Chief of Police or his designee will be notified so that he/she can retrieve the agency member's emergency information and determine the family liaison representative.
- The following positions will be activated immediately and at the direction of the Chief of Police upon a death or serious injury of an agency member. While each of these is outlined individually, it is also recognized that several positions may be combined and assigned to one person. Each individual assuming a functional responsibility will be responsible for obtaining resources and information for his/her function and have those resources readily available.
- **Family Liaison Representative:** This individual will be responsible for attending to the needs of the family of the agency member killed or seriously injured. This position will be the coordinating point for planning of any visitation at the funeral home, the actual funeral, and follow-up care for the family. Personnel assigned to this task will be accessible to the family at all times from the time they are notified through the end of the funeral, and following, as necessary. This assignment is responsible for assuring that the wishes of the family are followed closely throughout the funeral planning process and funeral. The family liaison representative will work closely with the department liaison representative during the process to obtain necessary approval for any expenditure.
- **Department Liaison Representative:** This individual may be a supervisor or command level officer with the authority to assist the family liaison representative with issue that may involve financial obligations to include overtime authorization and purchases. The department liaison representative will keep all agency personnel up to date on the plans and arrangements as he receives that information from the family liaison representative. The department liaison representative is the contact for any media representatives who may contact the department for information regarding the injury or death. Media releases, reports, etc. which are to be released regarding the death of any personnel shall be provided to the family of the employee prior to public release. Absolutely no information regarding the death of an employee shall be released prior to the deceased personnel's family being notified.
- **Logistical Officer:** This individual will have the responsibility for contacting and arranging honor guard, color guard, bagpipe players, buglers, etc. The logistical officer will work in very close contact with the family liaison representative to make sure the family wishes are carried out exactly.
- **Benefits Officer:** This assignment is responsible for compiling all death benefits due to the survivors. These benefits will be compiled in a file and the information provided to the family. A benefit explanation booklet, available through Ohio Concerns of Police Survivors will be used as a

starting point in gathering this information. The benefits officer will work in conjunction with the Directors of Human Resources and Finance, to assemble this information as soon as possible upon the death of a member and coordinate with the family liaison representative to provide this information to the survivors. The benefits officer will also prepare and file the necessary paperwork for these benefits on behalf of the family, as well as check the status of the claims until the benefits are paid to the survivor.

- **Survivor:** For the purposes of this policy the term survivor will apply to the immediate family members of the deceased agency member. The surviving spouse will normally be the decision-maker regarding arrangements, and the person from whom the family liaison representative will take direction. Should an agency member be single, the family liaison representative will work directly with the surviving parents and adult children, if any.

- The name of the deceased employee will NEVER be released to the media before immediate survivors living in the area are notified.

- If there is knowledge of a medical problem with an immediate survivor, medical personnel will be dispatched to the residence to coincide with the death notification.

- **Notification WILL ALWAYS be made in person and will never be made alone.** The Chief of Police (or designee), the assigned family liaison representative, the Department Chaplain (or the family's pastor) and/or the member's requested representative, as designated in the LOD Information Form, will act as the informing representatives.

- If the above-suggested persons are not readily accessible, notification should not be delayed until these people can assemble. If the agency member has not yet died, all attempts will be made to get the family to the hospital prior to the member's death.

- When most public safety families see an agency representative at the home or place of work, they will know something is wrong. Ask to be admitted to the home or place of work. Notification should not be made on the doorstep. Gather everyone in the home and ask them to sit down. Inform them slowly and clearly of the information you have on the incident. Make sure you use the employee's first name during the notification.

- If the employee has already died, relay that information. NEVER give the family a false sense of hope. Use words like "dead" and "died" rather than "gone away" or "passed away".

- If the family wants to go the hospital, they should be transported via non-marked department vehicle. It is highly recommended that the family NOT drive themselves to the hospital. Should there be serious resistance and the family insists on driving, have an officer accompany them in the car.

- The department should find out if there are any young children in the home. Notification representatives will be responsible for arranging immediate baby-sitting needs.

- The officer transporting the family should notify the police personnel or hospital liaison at the hospital by phone that the family is en route.

- Surviving parents will also be afforded the courtesy of personal notification if they live in the same geographic area. If the employee is married, notification will be at the request of the deceased employee's spouse. In this case, the parents' notification team will be a department representative designated by the Chief of Police, another Department employee who knows the family well, and one of the other Department Chaplains (or the parents' pastor).
- If immediate survivors live out of town, request PERSONAL death notification from the public safety agency in that area.

Assisting the family at the hospital

- The family liaison representative will be responsible for acting as the liaison for information between hospital staff and the family. Additionally, information regarding the member's condition will be transmitted from the family liaison to the departmental liaison for release to the rest of the agency.
- The family of the employee will be afforded the opportunity to see the employee as soon as they wish and as soon as is practical. If it is possible for the family to be with and see the employee prior to death, immediate arrangements should be made. In the event of death prior to the family's arrival, the survivors should be allowed to see the deceased employee if they wish. While the family liaison representative should try to prepare the survivors for the condition of the employee's body, the family should not be overly protected from reality.
- In addition to the family liaison representative, there will be at least one Mansfield officer and chaplain present at the hospital at all times until the family departs. The primary responsibility of these personnel will be to shield the family from media representatives, unless the family wishes to speak with them. Should the employee not be deceased, there will be at least one Mansfield officer posted at the hospital at all times. This officer will have the responsibility of assisting the liaison officer, family and any other relatives who may congregate.
- The departmental representative will make arrangements with the hospital for all medical bills to be sent directly to the City of Mansfield – Attention Human Resources, and make hospital personnel aware of the fact this is a workers' compensation claim. Bills received at the departmental representative's office will be processed by the agency, relieving the family of dealing with these details. Some medical bills must still be initially received by the injured officer, or if deceased, by the surviving spouse/family member.

Funeral Arrangements

- As soon as practical, the family liaison representative will discuss arrangements with the survivor. The survivor must be made aware of the potential magnitude of the police funeral. All options for the service will be presented to the family. The survivor will make all decisions, and these decisions will be final even if not the wishes of the agency.
- Members killed in the line of duty are eligible for certain ceremonial rituals at their showing hours and funeral. It must be reiterated that the survivor has the final say regarding funeral planning. If any of the following services are desired, the following guidelines should be utilized.

- Two officers from the Mansfield Division of Police to stand guard at the casket during showing hours. This detail will include at least four officers, with two standing guard at periodic intervals.
- A marked cruiser and officer may be posted outside the incapacitated or deceased employee's home from the time of the fatality or injury through the end of the funeral day or stay at the hospital. The duty of this detail is to discourage any visits from media or others, unless the family liaison representative indicates the family wishes to speak with the media. This guard will only be provided to those officer's residences within the corporate limits of the City of Mansfield.
- An honor guard contingent will be formed of Mansfield officers to participate in the funeral service. They may act as pallbearers should the survivor wish to have them act in that capacity. The casket will be draped with an American casket flag that will be removed, folded, and presented by the honor guard commander to the Chief of Police. The Chief of Police will then present the flag to the survivor at the gravesite. If there are parents of the deceased employee in attendance, a flag will also be presented to them.
- Twenty-One Gun Salute: This is to be arranged if the family wishes to have this tribute.
- Bagpipes: A bagpipe detail should be arranged for the service by the Logistical Officer in close coordination with the family liaison representative. The bagpipes can be played at the funeral service site as well as the gravesite.
- Taps should be arranged for playing at the gravesite.

22.1.6 EMPLOYEE APPEARANCE/UNIFORMS AND EQUIPMENT

The **uniform and equipment issue** for sworn and non-sworn personnel are addressed in the Policy & Procedures Manual of the City of Mansfield, Division of Police Uniform and Appearance Dress Code Manual, FOP/OLC and AFSCME Agreements.

- Specifications for personal equipment and apparel to be worn by members of this agency is contained within the Uniform and Appearance Dress Code Regulation For Division Employees (AKA Uniform Manual) and shall be maintained on file with the Office of Professional Standards.
- This manual shall be reviewed and updated by the Staff Command as needed.
- The Uniform Manual should be referenced by officers prior to purchasing uniform items to ensure members are purchasing approved items for uniform wear.

22.1.7 EMPLOYEE ASSISTANCE PROGRAM

A. The City of Mansfield provides an **employee assistance program through its insurance carrier, Anthem**. (Policy & Procedures Manual of the City of Mansfield, G. O. 22.3.2 and G. O. 22.2.6).

- The City recognizes that a wide range of personal difficulties/problems in the lives of its employees may affect work performance and that most personal problems/difficulties can be successfully resolved provided they are identified and referred to an appropriate source of assistance. The City, therefore, believes that in the best interest of the City and its employees, as

well as their families, a voluntary and confidential Employee Assistance Program (EAP) should be implemented to assist employees in dealing with a wide range of problems. This range of personal problems may include mental, emotional, financial, family, marital, employment-related stress, drug abuse, alcoholism, legal, or other problems not specifically mentioned. The City of Mansfield EAP is designed to help employees and their families deal with situations/problems as noted above by linking them with resources that can provide appropriate help. The EAP is also designed to reduce job performance problems and to retain valued employees.

B. When an employee or family member is experiencing a problem, which may affect job performance, the employee is strongly encouraged to take advantage of the EAP.

– **Information on how to contact the City’s EAP** may be obtained from any Division supervisor, the Division’s Intranet page, “CopNet”, or through the City’s Human Resources Division.

C. Employees and their immediate family members shall receive an offer of assistance to help resolve such problems in an effective, appropriate, timely and **confidential manner**. All EAP issues shall be handled in a confidential manner by the EAP Peer Counselor consistent with federal and state law. No information concerning the nature of individual personal problems will be released without proper written consent.

D. Any **referrals** by supervisory members of the Division of Police to employees experiencing problems that could affect their ability to perform their job will be to the City’s EAP. It will be the responsibility of the EAP Peer Counselor to refer the employee to specific services or resources specific to their particular issue.

E. Supervisory personnel **may encourage** the use of the EAP, recognizing the fact that many job performance difficulties may be related to a personal problem. However, supervisory personnel shall refrain from diagnosing personal problems or recommending specific solutions other than referral to the EAP.

F. Critical to the success of the EAP is the provision of **supervisory training**. Sessions will be provided to all supervisory personnel to enhance practical knowledge concerning the proper procedures to be used when dealing with an employee who is experiencing personal or work-related distress. In addition, on-going consultation will be available by telephone or by appointment when needed.

See Policy & Procedures Manual of the City of Mansfield, City of Mansfield Personnel Ordinances, FOP/OLC Agreement(s), and AFSCME Agreement.

22.1.8 EMPLOYEE IDENTIFICATION (LE1)

A. Except where impractical or when not feasible, or where the identity is obvious, officers shall identify themselves by **displaying the official badge or Police Division identification card**, or both if requested to do so, before taking police action. At the scene of a police incident plain clothes or off-duty officers are to display their ID cards or badges on or about the outer clothing where it may be visible to the public.

B. Identification cards are issued by the Human Resource Director for the Division of Police and will **include at a minimum the employee's name, and photograph**, and will be signed by the Service- Safety Director.

C. Except where impractical or when not feasible, Division employees shall identify themselves when conducting city business via public service by stating their name rank and/or position.

22.1.9 MILITARY DEPLOYMENT AND REINTEGRATION (LE1)

An employee, who is a Military Reservist or Ohio National Guard member or a member of other reserve components of the Armed Forces of the United States, shall be entitled to leaves of absence from his respective duties for such time as he is in such military service on field training or active duty. This is applicable to Division employees deployed/activated for 180 days or more. The City will supplement military compensation up to the employee's normal scheduled compensation had he/she worked for the City during this period. In determining the employee's military pay for the purpose of this Section, allowances for travel, (food and housing while on travel status) shall not be considered, but any other military pay or allowance of whatever nature, including longevity pay, may be considered. **(For further see USERRA regulations at www.esqr.org).**

A. The agency shall designate a Military Liaison Officer (MLO) to assist those Division members who are Military Reservists or members of the Ohio National Guard with deployments and reintegration, lasting 180 days or more. The MLO will be considered a "special assignment" and will serve at the discretion of the Chief of Police or his/her designee.

B. The City of Mansfield Human Resource (HR) Division will, also, act as a point of contact and assist as needed, for those Division members deployed to active military status. All active military deployment paperwork, including deployment orders will be forwarded to HR as well as the Finance Division, prior to the Division member's deployment.

C. Division members who are called to active duty status and will be deployed for 180 days or more, will meet with the Chief of Police or his designee prior to deployment.

D. Division members who are called to active military deployment, will store their Division owned equipment in their assigned lockers in their respective Division locker-rooms. This includes firearms, Tasers, Batons, OC Spray, cameras, cell phones, etc. Any Division assigned vehicles will be turned over to the Traffic Section/Motor Maintenance for storage until the Division member returns.

E. If a Division member is deployed for more than 90 days, that Division employee will contact the Division's MLO to complete all necessary "in processing" paperwork. The Division employee will, also, meet with the Chief of Police or his/her designee, upon return of a military deployment lasting 180 days or more.

F. Upon return from a deployment lasting 180 days or more, the Division employee will complete all required Division re-certifications, including Firearms re-qualifications, which may have expired during their deployment. If the deployment lasted 6 months or more, the employee will complete a mandatory Field Training Refresher with a Division Field Training Officer (FTO) as required by current Division policy.

G. The Division's assigned MLO will provide a viable way to communicate with Division members who are deployed or called to active military duty status to ensure important news is communicated. The MLO will make sure the deployed Division employee is kept aware of Division news, changes, promotional opportunities, and other significant information which may affect them. This can be accomplished through electronic messaging or other devices.

22.2 CONDITIONS OF WORK

22.2.1 PHYSICAL EXAMINATIONS FOR EMPLOYEES

The agency may, when shown to be job-related and consistent with business necessity, require the employee to submit to a **medical/physical examination** and make the results available to the agency's physician.

- An employee may be required to submit to a medical/physical examination to determine his/her ability to perform the essential functions of his/her job, with or without reasonable accommodations; to identify reasonable accommodations that would assist the employee in performing the essential functions of his/her job; or to determine whether the employee poses a direct threat to the health and safety of himself/herself or others.
- An employee may also be required to submit to a medical/physical examination when such an examination is required by federal law or to determine whether the employee meets medical standards and requirements mandated by federal law.
- These examinations may amount to additional testing at an otherwise routine physical examination or may involve additional complete examinations by a physician.

22.2.2 HEALTH AND PHYSICAL FITNESS (LE1)

- The criteria for **general health and fitness** to be attained by sworn employees as a prerequisite to employment with this agency shall be the health and fitness standards set forth by the Ohio Peace Officer's Training Commission as well as the successful completion of the agency-required medical physical.
- Newly-hired sworn employees who are not required to attend a police academy will only be subject to the agency required medical physical.
- Consistent with its basic responsibilities, the Division encourages all employees to participate in athletic events and to maintain an average or above physical capacity level, in order to promote positive well-being and zestful living.
- Members of the Division of Police are NOT permitted to participate in competitive athletic events on City time without prior written approval of the Chief of Police.

- Members of the Division of Police injured while actively participating in a competitive event with time off resulting from the injury are required to use their sick, compensatory, vacation, or holiday leave during their time off, regardless of the sponsor of the event.
- Members of the Division of Police will not engage in sporting or athletic activities as a participant, manager, coach etc. which are sponsored by commercial agencies, whereby such association would embarrass the Division
- A fitness room is available 24 hours a day for the use of all division employees. Anyone using the room must receive basic training on the machines from one of the Department's Certified Physical Fitness Advisors. New employees shall be introduced to the facility during their orientation.
- Supervisors should monitor the general health and well-being of the employees they supervise on a daily basis and during their formal inspection process once per cycle to ensure they are able to perform tasks outlined in their job descriptions. Supervisors should encourage and recognize individual fitness efforts.

22.2.3 FITNESS AND WELLNESS PROGRAM

Under Review

22.2.4 SECONDARY EMPLOYMENT (OFF-DUTY EMPLOYMENT)

Secondary employment is any employment outside that of your current position with the City of Mansfield, Division of Police. It may/may not be conditioned on the actual or potential use of law enforcement powers by the off-duty employee.

- All Secondary Employment is subject to review and approval and is defined as any outside employment, which is either extra-duty, special duty or off-duty such as that not conditioned on actual or potential use of law enforcement powers.

Definitions:

- ***Extra-duty*** employment is any outside employment that is conditioned on the actual or potential use of law enforcement powers by the officer. (See GO 22.2.5).
- ***Special-duty*** employment is any outside employment that is conditioned on the actual or potential use of law enforcement powers by the employee and is the result of short notice. Short notice is defined as duty assigned with less than 72 hour notice.
- **Liquor Establishment**: An establishment whose ***primary business*** is the sale of alcoholic beverages for on-premises consumption. This does not include any establishment such as a restaurant, hotel, or venue where intoxicating beverages are sold under a D3a, D4 or D5 permit from the Department of Liquor Control and whose primary business is **NOT** the sale of alcohol.

- A location or business may possess a liquor permit, such as the ones listed above but **not** qualify as a “liquor establishment” as defined above (for example: a special event or fundraiser, a theatre, Miss Ohio Festival, etc.).

Sworn/non-sworn employees will generally not be permitted to work secondary employment where the nature of the employment or the place where it is performed could bring disrespect or discredit to the employee or the Division of Police or could impair the employee's efficiency or capabilities, or interfere with the employee's response to a Division call-out, or interfere with the employee's job responsibilities. This type of employment shall include, but is not limited to:

- Any activity involving debt collections or business deemed by the Chief to be susceptible to corruption.
- Any business or function, the operation of which requires a permit or license, and the proper permit or license has not been obtained; or, the activities engaged in that business or function are not in compliance with the requirements of the permit or license;
- Any employment where the hours worked are such that they could adversely affect the officer's job performance during his on-duty status with the Division of Police; will be considered incompatible employment. Officers may work for an organization/establishment that possesses a liquor permit which authorizes alcoholic beverages upon the premises, but only with PRIOR approval of the Chief of Police.

Personnel who wish to engage in secondary employment shall submit a request for each secondary employment location/business through the chain of command. Such requests shall be submitted on the secondary employment request form by each officer desiring to work, unless prior approval is granted by the Chief of Police allowing the listing of personnel authorized to work on a single form.

- **All liquor establishment extra-duty employment will be assigned through the Traffic Section.** All hours worked by officers will be given to the liquor establishment management by the Traffic Section for payment to the individual officers. The Liquor Establishment will pay the officers individually by check and/or money order which will be sent to the Traffic Section via mail and/or dropped off in person, to be distributed to the individual officers. **NO CASH IS TO BE PAID TO THE OFFICERS WORKING THESE DETAILS.**
- Request for secondary employment must be submitted in sufficient time to allow processing of the request. No secondary employment will be worked without prior approval, unless designated as Special Duty as defined in 22.2.5.
- Submit one form. If the request is approved, the original will be filed in the Chief's office by the Chief's Secretary who will enter the information in a database available to Watch/Section Commanders, the Traffic Section and the requesting members. Approvals will be reviewed annually.
- Final approval for secondary employment is reserved for the Chief of Police.
- An approved application for secondary employment may be cancelled at any time by the Chief of Police.

22.2.5 EXTRA/SPECIAL DUTY EMPLOYMENT (LE1)

Secondary employment is defined as any employment outside that of your current position with the City of Mansfield, Division of Police. It may/may not be conditioned on the actual or potential use of law enforcement powers by the off-duty employee.

- All Secondary Employment is subject to review and approval and is defined as any outside employment, which is either extra-duty; special duty or off-duty such as that not conditioned on actual or potential use of law enforcement powers.
- Extra-duty employment is any outside employment that is conditioned on the actual or potential use of law enforcement powers by the officer.
- Special duty employment is any outside employment that is conditioned on the actual or potential use of law enforcement powers by the employee and is the result of short notice. Special duty assignments are often one-time events such as dances etc. Short notice is defined as duty assigned with less than 72hrs notice.

A. Sworn personnel who wish to engage in extra/special-duty employment shall submit a request for each extra-duty employment location/business through the chain of command. Such requests shall be submitted on the secondary employment request form by each officer desiring to work, unless prior approval is granted by the Chief of Police allowing the listing of officers authorized to work on a single form.

- Request for extra-duty employment must be submitted in sufficient time to allow processing of the request, normally 5 business days. No extra-duty employment will be worked without prior approval.
- The normal approval process will require the submission of one form. If the request is approved, the original will be filed in the Chief's office by the Chief's Secretary who will enter the information in a data base available to the Watch/Section Commander, the Traffic Section and the requesting members.
- Extra-duty employment with less than 72hrs notice will be classified as Special Duty or what is commonly referred to as a Special Assignment. Such duty must be submitted electronically via e-mail to the Chief of Police, and employees' chain of command. Such duty will be restricted by the guidelines found in this General Order and Division Rules and Regulations. The Chief of Police, Deputy Chief, or any Bureau Commander may cancel or deny any Special Duty if it is deemed not to be in the best interests of the Division. Such denial may be subject to appeal and further review by the Chief of Police.
- Officers in their field training period will not normally be allowed to work extra-duty assignments. They will become eligible for extra-duty employment upon successful completion of their field training. This restriction may be waived by the Chief of Police or his/her designee.
- Final approval for extra-duty employment is reserved for the Chief of Police.

B. Officers engaged in extra-duty employment will be **governed at all times by the rules and regulations, general orders and administrative orders** of the City of Mansfield and will **only perform activities necessary to keep peace and order** and enforce the laws and ordinances of the City of Mansfield and the State of Ohio.

Uniform guidelines shall govern officer's conduct and appearance when engaged in extra-duty employment or special assignments (See also 26.1.1).

– The on-duty Shift Commander and PSCC are to be notified when a member is working their extra-duty or special duty, which shall include location, times, contact number, and whether or not the detail is being worked in uniform or plain clothes.

– Officers should be constantly aware of the image they project on secondary employment assignments and shall avoid such actions that would reflect negatively upon the officer, the Division of Police or the City of Mansfield.

– Sworn/non-sworn employees will generally not be permitted to work secondary employment where the nature of the employment or the place where it is performed could bring disrespect or discredit to the employee or the Division of Police or could impair the employee's efficiency or capabilities, or interfere with the employee's response to a Division call-out, or interfere with the employee's job responsibilities. This type of employment shall include, but is not limited to:

- Sworn personnel shall not engage in extra-duty at an establishment whose primary business is the sale of sexually-oriented material or the presentation of nude performances.
- An establishment where nude, semi-nude, or erotic dancing or other lewd or lascivious activity. For purposes of this directive, semi-nude refers to the exposure of the female breast or male or female genitalia or buttocks.
- Any activity involving debt collections or business deemed by the Chief to be susceptible to corruption.
- Any business or function, the operation of which requires a permit or license, and the proper permit or license has not been obtained; or, the activities engaged in that business or function are not in compliance with the requirements of the permit or license;
- Any employment where the hours worked are such that they could adversely affect the employee's job performance during his/her on-duty status with the Division of Police;
- Any extra-duty employment requests that are received from businesses or groups involved in labor disputes or strikes, or from parties involved in domestic disputes, divorces or a domestic violence situation must be approved by the Office of the Chief of Police prior to assignment.

– Assignments for these jobs will be considered for approval based upon the immediacy of the threat and the likelihood of harm being done.

Liquor Establishment Extra-Duty Employment Guidelines:

The Office of the Chief of Police may periodically review approved locations/businesses and may suspend, revoke, or modify extra-duty upon becoming aware of a prohibited condition. Any establishment that sustains a liquor violation and/or is found in violation of local, state, or federal laws; may be removed from the approved list by the Chief of Police and reinstated at a later date at his/her discretion.

All liquor establishment extra-duty employment will be assigned through the Traffic Section.

All hours worked by officers will be given to the liquor establishment management by the Traffic Section for payment to the individual officers. The Liquor Establishment will pay the officers individually by check and/or money order which will be sent to the Traffic Section via mail and/or dropped off in person, to be distributed to the individual officers. **NO CASH IS TO BE PAID TO THE OFFICERS WORKING THESE DETAILS.**

- *Sworn officers/personnel* shall obtain permission *and approval* prior to engaging in *extra-duty employment* at a liquor establishment. Permission to engage in this *extra-duty* may be revoked at the discretion of the Chief of Police.
- In extraneous or emergency circumstances, the Chief of Police and/or his designee may grant approval for extra-duty employment based on this short notice. Short notice is defined as duty assigned with less than 72 hour notice.
- Sworn officers/personnel shall regularly review the conditions of their *extra-duty* employment to ensure that no conflict exists between that employment and their position with the Division of Police. When in doubt as to whether the activity is creating a conflict of interest, the employee shall request clarification by submitting a letter through the chain of command to his or her immediate supervisor.
- Sworn officers/personnel shall wear the standard police uniform while working extra-duty at any approved liquor establishment. **NO PLAIN CLOTHES ALLOWED.**
- Sworn officers/personnel engaged in special duty shall follow all Division Rules, Policies, Directives, and lawful orders.
- Sworn officers/personnel shall not request, review, search, copy, remove, share, or forward any information from a law enforcement database in connection with any extra-duty work, except as provided by that database's specific administrative rules.
- Sworn officers/personnel shall only work the parking lot or outside areas. Note: This does not include patio areas where alcohol is consumed.
- A minimum of two sworn officers/personnel *are* required. If the establishment is having a special event (concert, anniversary party, entertainment show, etc.); it will be at the discretion of the Chief of Police or his designee to increase the minimum number of sworn officers/personnel for the event.
- Sworn officers/personnel shall enter the establishment when assistance is requested and normal police response is appropriate.

- Sworn officers/personnel shall not perform duties such as an ID checker/ bouncer or work at a liquor establishment that employs armed, private security.
- Sworn officers/personnel shall immediately notify the PSCC of any action taken as a result of an incident occurring inside or around the establishment so the information can be entered into the computer for documentation purposes.
- Sworn officers/personnel shall be visible in the outside area of the establishment to act as a deterrent.
- A marked police cruiser may be used during an extra-duty detail at a liquor establishment with prior approval from a Watch Commander and at the current hourly rate for such use. The Traffic Section must be notified of the cruiser use to include: date, time and total hours so that an invoice may be sent to the establishment for the use of the cruiser.
- The Office of the Chief of Police shall monitor and maintain a documented list of all APPROVED extra-duty liquor establishments.

The following general rules are in effect and approved by the Chief of Police:

- **Assignments:** If an officer is unable to work their assigned extra-duty-duty job and has to seek a substitute, this shall be his/her responsibility. If practical, attempt to contact one of the other officers who signed up for the original detail.
- In the event of a severe emergency, the officer should attempt to get a substitute and then notify the Traffic Section supervisor of the change.
- Any calls received regarding officers conduct while assigned or showing up late for assignments will be forwarded to the Traffic Section supervisor. Following an evaluation of the complaint, the supervisor will make a recommendation to the Chief in an effort to resolve the complaint or misconduct to include prohibiting the officer from working the detail. Officers who are unable to show up for a special duty job must speak with the Traffic Section supervisor directly. Vendors must be notified immediately if an officer is unable to work an extra-duty job by the assigned officers.
- In the event an officer's schedule is changed and that officer has been previously assigned to an extra-duty job that interferes with the schedule change, he/she must notify his/her supervisor and the Traffic Section supervisor to make them aware of the situation. For all other circumstances, once an officer has committed to an extra-duty job it is his/her responsibility to find a replacement.
- Any concerns that may arise should be directed to the Traffic Section supervisor.
- Officers assigned to work an extra-duty detail are responsible for completing all paperwork associated with any disturbances or arrests that occur during their employment.
- All paperwork will be submitted to a supervisor prior to the end of the officer's detail.

- Any injuries that occur will be reported to a supervisor immediately.

C. **Extra/Special Duty employment requests** will normally be processed by Traffic Section.

- **All liquor establishment extra-duty employment will be assigned through the Traffic Section.**

- Any officer personally receiving a request for his/her services on an Extra-Duty or Special-Duty detail will contact the Traffic Section supervisor or their Bureau Commander via email. The Traffic Section supervisor or Bureau Commander will review the request for compliance with Divisional policies. Any request that is in question will be forwarded to the Chief's Office for **review and approval**.

- If there is more than one officer working the detail, only one email containing all of the officer's names needs to be submitted by the officer taking responsibility for the detail. The email should include the dates, times, location, name of business, type of work to be performed and the person making contact with the officer including a contact telephone number by the officers.

- When time permits, Extra-Duty details will normally be accepted, posted, and assigned by Traffic Section personnel.

- Officers selected to work any extra-duty programs must satisfactorily perform all duties as required and meet all requirements. Requirements also include arriving on time for duty, proper uniform, pursuant to the current uniform regulations, having proper equipment, and professionally performing all duty assignments.

- Failure to meet requirements or unexcused absences may result in the officer's removal from such programs by the Chief of Police.

- Except as otherwise noted, officers shall be given **equal opportunity** to participate in extra-duty employment.

- The fact that an officer will not be paid for his services shall not be cause for exemption from any of the provisions dealing with secondary employment, extra-duty, or special assignments.

- Officers who are **off-duty due to illness, injury or light duty status** shall not be permitted to perform extra-duty or extra-duty assignments.

- The Chief of Police **may remove a police officer** from the list of those eligible to work secondary employment, extra-duty, or special assignments when it is in the best interest of the Division, which will include personnel complaints against the officer while performing the detail.

- Officers are strictly forbidden from **personal solicitation** of any extra-duty, or special assignment.

An approved application for secondary employment, extra-duty, or special duty, may be cancelled at any time by the Chief of Police.

– Engaging in secondary employment, extra-duty, or special duty, without an approved request will be in direct violation of the General Orders: thus, in violation of the Mansfield Police Division Rules and Regulations and subject to disciplinary action.(22.3.5 c).

D. **Coordination and administration** of extra-duty or special assignments will normally be the responsibility of the Traffic Section as part of the Sections Special Events Planning responsibilities.

E. **Records shall be maintained** of the date, time, and place of secondary employment for all Division employees as outlined in the current Records Retention Schedule.

22.3 COLLECTIVE BARGAINING

To outline the responsibilities of agency members with respect to the collective bargaining process. The chapter also is a statement of affirmation of the agency’s commitment to “good faith” bargaining with all represented employees.

22.3.1 AGENCY ROLE IN COLLECTIVE BARGAINING

A. The Safety Service Director or his/her designee shall act as the principal bargaining representative for the City of Mansfield in all negotiations relating to collective bargaining agreements and/or contract management.

The management negotiation team will consist of the Chief of Police or his/her designee, the Service Safety Director, or his/her designee, and the Director of Human Resources or his/her designee.

B. The City will negotiate with the Fraternal Order of Police, Ohio Labor Council, who represents all sworn officers and supervisors below the rank of Deputy Chief of Police.

– Officers and sworn supervisors below the rank of Deputy Chief are covered by collective bargaining agreements, established by two separate bargaining units, Blue (Officers) & Gold (Supervisors).

The City will also negotiate with AFSCME who represents all non-supervisory, non-sworn personnel.

C. This agency is committed to participating in “good faith” bargaining with all duly recognized bargaining units. As such, the agency is committed to abiding by agreed-upon methods to resolve conflicts and/or pending issues with members of the bargaining unit(s).

D. If ground rules are established, either prior to negotiations or out of arbitration, the City agrees to abide by such ground rules.

E. This agency is committed to the philosophy of ensuring that the terms of the agreement(s) that are ratified by bargaining unit members are followed in spirit and to the letter.

22.3.2 REVIEW AND DISSEMINATION OF AGREEMENTS

A. The agency will have a written record of agreements resulting from collective bargaining, which shall be signed by both parties. A copy of all current bargaining unit agreements will be kept on file in the Chief's Office.

B. The agency shall review and amend those general orders and/or other directives necessary to ensure compliance with the agreement(s). The review should be accomplished as quickly as possible following negotiations, with a reasonable period of time being provided to accomplish the review and amendment.

C. The agency's chief executive officer will inform all supervisory and management personnel of the terms of the agreement(s) affecting personnel under their supervision and of any resulting changes or modifications to division policy or procedure.

- Any agreement resulting from collective bargaining will be disseminated to all affected personnel.

22.4 GRIEVANCE PROCEDURES

To provide policy that supports this agency's grievance procedures for all bargaining unit and non-bargaining unit members and procedures to ensure timely analysis of grievances and grievance practices.

22.4.1 GRIEVANCE PROCEDURES (LE1)

A. Grievance procedures are established in the City of Mansfield City's Personnel Policy and Procedure Manual for **non-bargaining unit members** of the agency and in the contract(s) and agreement(s) with **bargaining unit members**. Both the contracts and the City's Personnel Policy and Procedure Manual outline which matters are grievable, and at which level, within the City's administrative structure, the grievance may be filed and/or appealed.

B. A **permanent employee of the Division of Police**, who feels aggrieved by the action of his supervisor in the administration of discipline, may appeal such disciplinary action according to the step(s) set forth below. For a particular disciplinary action, the employee shall follow the procedural steps in the order established, and the last step listed is the final point of appeal. The Chief of Police shall discipline employees in the classified and unclassified service and the Service Safety Director has the power to hear appeals from administrative determinations made pursuant to and as may be authorized by the City of Mansfield.

– **Bargaining unit members** may chose to present a grievance informally, through the Chief of Police or may elect to present a grievance through the formal procedures outlined in the contract(s). Use of the informal system for presenting the grievance does not preclude filing the same grievance through the formal system.

C. **Time limitations** for filing, resolution, and appeal of grievances to the next supervisory level are clearly identified within current labor agreements and the City's Personnel Policy and Procedure Manual.

D. A form may be provided for grievances or, if no such form exists, the employee may submit a **written statement of the allegation(s) and facts** surrounding a grievance.

– For **non-bargaining unit members**, a written statement of the grievance and the facts upon which it is based, a written allegation of the specific wrongful act and harm done, and a written statement of the remedy or adjustment sought should be the minimum information included in a grievance.

– For **bargaining unit members** the form and content of grievances are outlined within the applicable contract(s) or agreement(s).

E. In **responding to a formal grievance, procedural steps** include acknowledging receipt of the grievance by noting time, date, and person receiving the grievance; analyzing the facts or allegations; affirming or denying, in writing, the allegations in the grievance; and identifying the remedy or adjustments, if any, to be made.

– The **appeal procedure(s)** will be outlined as part of the grievance procedure in the City's Personnel Policy and Procedure Manual, and in the contract(s) or agreement(s) with bargaining unit members.

– **Specific time limitations** for responding to the employee's grievances shall be specified in both the City's Personnel Policy and Procedure Manual, and in the contract(s) or agreement(s) with bargaining unit members.

F. **Any employee of the City of Mansfield** may file a grievance with his/her employer. The nature of grievable items and the procedural steps are outlined in the City's Personnel Policy and Procedure Manual and in the contract(s) with the bargaining unit members.

– Any bargaining unit member may choose to file a grievance with his/her bargaining unit and/or representative rather than filing directly with the City of Mansfield.

– A grievance for a single or continuing course of action may only be filed once by an individual or group.

22.4.2 COORDINATION OF GRIEVANCE PROCEDURES; MAINTENANCE AND CONTROL OF GRIEVANCE RECORDS

The **Chief of Police** or his designee shall be responsible for coordination of grievance procedures and for the maintenance and control of all grievance records. The contract(s) or agreement(s) may allow a member of the bargaining unit(s) to serve as a representative for "aggrieved" members, who shall act as a coordinator of grievances for the bargaining group.

– The Chief of Police will maintain a file of grievances presented for resolution. The grievance files are considered confidential in nature and will be maintained in a secure manner.

– The bargaining group shall be responsible for duplication and distribution of, and its own accounting for, the grievance forms.

22.4.3 ANNUAL ANALYSIS OF GRIEVANCES

The Chief of Police and/or his designee **shall conduct a documented annual analysis of agency grievances** for the past year to determine if a trend exists in filed grievances and to take steps to minimize the causes of such grievances in the future. The contract(s) or agreement(s) may specify a review of grievances and/or other matters dealing with contractual issues.

CROSS REFERENCE TO STANDARDS AND POLICIES: City of Mansfield’s Personnel Policy and Procedure Manual, FOP/OLC Agreement(s) - Grievance Form

CROSS REFERENCE TO FORMS: Grievance Form